

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 50

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

1. DATE OF ORDER 08/08/2008	2. CONTRACT NO. (If any) HSHQDC-06-D-00021	6. SHIP TO: a. NAME OF CONSIGNEE Department of Homeland Security
3. ORDER NO. HSHQDC-08-J-00196	4. REQUISITION/REFERENCE NO. RNNC-08-00040	

5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528			b. STREET ADDRESS 245 Murray Lane Bldg. 410	
c. CITY Washington		d. STATE DC	e. ZIP CODE 20528	

7. TO: a. NAME OF CONTRACTOR COMPUTER SCIENCES CORPORATION	f. SHIP VIA
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b. COMPANY NAME	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 15000 CONFERENCE CENTER DRIVE	REFERENCE YOUR:  Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY CHANTILLY	e. STATE VA	f. ZIP CODE 201513080

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE Department of Homeland Security
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS Net 30
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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: 167448161+0000 The purpose of this Task Order is to provide services that will support the design, development, implementation, security accreditation and maintenance of closed and standalone networks installed in Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME Department of Homeland Security			\$658,320.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410				
c. CITY Washington	d. STATE DC	e. ZIP CODE 20528	\$658,320.00	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Type) David Ritter TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER F SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

2 50

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

DATE OF ORDER 08/08/2008	CONTRACT NO. HSHQDC-06-D-00021	ORDER NO. HSHQDC-08-J-00196
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>the Technology Assessment and Data Analysis Cell (TADAC) facility, in accordance with the Statement of Work (SOW). The period of performance is from 08 August 2008 through 07 August 2009.</p> <p>Admin Office:                      Department of Homeland Security                      Office of Procurement Ops. (ITAC)                      245 Murray Drive                      Bldg. 410                      Washington DC 20528</p> <p>Mark For:                      Department of Homeland Security                      Office of Procurement Operations                      245 Murray Lane                      Bldg. 410                      Washington DC 20528</p> <p>Accounting Info:                      NSEP000-000 K8 4080-02-000                      01-08-0200-00-00-00-00 GE OE 2576 RN8040                      Period of Performance: 08/08/2008 to 08/07/2009</p>					
0001	<p>Contract-Level and TO Management IAW SOW: Tasks 5.1, 5.1.1, 5.1.2 (This CLIN covers all referenced tasks)                      Product/Service Code: D399                      Product/Service Description: OTHER                      ADP &amp; TELECOMMUNICATIONS SERVICES</p>				63,760.00	
0002	<p>TADAC IA Support IAW SOW: Tasks 5.2, 5.2.1, 5.2.1.1, 5.2.1.2, and 5.2.2 (This CLIN covers all referenced tasks)                      Product/Service Code: D399                      Product/Service Description: OTHER                      ADP &amp; TELECOMMUNICATIONS SERVICES</p>				39,641.00	
0003	<p>TADAC System Support IAW SOW: Tasks 5.3, 5.3.1, 5.3.2, and 5.3.3 (This CLIN covers all referenced tasks)                      Product/Service Code: D399                      Product/Service Description: OTHER                      ADP &amp; TELECOMMUNICATIONS SERVICES</p> <p>Continued ...</p>				87,232.00	

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

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

PAGE OF PAGES

3 50

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DATE OF ORDER 08/08/2008	CONTRACT NO. HSHQDC-06-D-00021	ORDER NO. HSHQDC-08-J-00196
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0004	TADAC Network Design and Analysis Capability (NDAC) Support IAW SOW: Task 5.4 Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				11,704.00	
0005	Research, Test, and Integrate New Technologies IAW SOW: Task 5.5 Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				10,780.00	
0006	Other Direct Cost/Purchase of Additional TADAC Equipment IAW SOW: Task 5.6 (Reimbursable) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				84,651.00	
0007	Engineering Support IAW SOW Tasks: 5.7, 5.7.1, 5.7.1.1, 5.7.1.2, 5.7.1.3, 5.7.1.4, 5.7.1.5, 5.7.1.6, and 5.7.2 (This CLIN covers all referenced tasks) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				353,352.00	
0008	Surge (Optional) IAW SOW: Task 5.8 Amount: \$98,403.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
0009	Transition Services IAW SOW: Task 5.9 Amount: \$36,986.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
	Continued ...					

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

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

PAGE OF PAGES

4 50

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DATE OF ORDER 08/08/2008	CONTRACT NO. HSHQDC-06-D-00021	ORDER NO. HSHQDC-08-J-00196
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0010	Travel-Not to Exceed, IAW SOW Task 5.10 (Reimbursable) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				7,200.00	
1001	Contract-Level and TO Management IAW SOW: Tasks 5.1, 5.1.1, 5.1.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$62,786.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
1002	TADAC IA Support IAW SOW: Tasks 5.2, 5.2.1, 5.2.1.1, 5.2.1.2, and 5.2.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$43,546.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
1003	TADAC System Support IAW SOW: Tasks 5.3, 5.3.1, 5.3.2, and 5.3.3 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$91,205.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
1004	TADAC Network Design and Analysis Capability (NDAC) Support IAW SOW: Task 5.4. Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$12,835.00 (Option Line Item) Product/Service Code: D399 Continued ...				0.00	

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

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

PAGE OF PAGES

5 50

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

DATE OF ORDER 08/08/2008 CONTRACT NO. HSHQDC-06-D-00021

ORDER NO. HSHQDC-08-J-00196

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1005	<p>Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p> <p>Research, Test, and Integrate New Technologies IAW SOW: Task 5.5. Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$10,250.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p>				0.00	
1006	<p>Other Direct Cost/Purchase of Additional TADAC Equipment IAW SOW: Task 5.6 (Reimbursable). Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$87,191.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p>				0.00	
1007	<p>Engineering Support IAW SOW Tasks: 5.7, 5.7.1, 5.7.1.1, 5.7.1.2, 5.7.1.3, 5.7.1.4, 5.7.1.5, 5.7.1.6, and 5.7.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$329,634.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p>				0.00	
1008	<p>Surge (Optional) IAW SOW: Task 5.8. Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$103,641.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p>				0.00	
1009	<p>Transition Services IAW SOW: Task 5.9. Continued ...</p>				0.00	

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

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

PAGE OF PAGES

6 50

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DATE OF ORDER CONTRACT NO.

08/08/2008 HSHQDC-06-D-00021

ORDER NO.

HSHQDC-08-J-00196

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$37,684.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES					
1010	Travel-Not to Exceed, IAW SOW Task 5.10 (Reimbursable). Period of Performance is from 8 August 2009 through 7 August 2010. Amount: \$7,200.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
2001	Contract-Level and TO Management IAW SOW: Tasks 5.1, 5.1.1, 5.1.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$61,574.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
2002	TADAC IA Support IAW SOW: Tasks 5.2, 5.2.1, 5.2.1.1, 5.2.1.2, and 5.2.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$43,982.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
2003	TADAC System Support IAW SOW: Tasks 5.3, 5.3.1, 5.3.2, and 5.3.3 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$94,562.00 (Option Line Item) Product/Service Code: D399 Continued ...				0.00	

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

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

PAGE OF PAGES

7 50

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DATE OF ORDER 08/08/2008	CONTRACT NO. HSHQDC-06-D-00021	ORDER NO. HSHQDC-08-J-00196
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
2004	<p>Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p> <p>TADAC Network Design and Analysis Capability (NDAC) Support IAW SOW: Task 5.4. Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$12,587.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p>				0.00	
2005	<p>Research, Test, and Integrate New Technologies IAW SOW: Task 5.5. Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$10,132.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p>				0.00	
2006	<p>Other Direct Cost/Purchase of Additional TADAC Equipment IAW SOW: Task 5.6 (Reimbursable). Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$89,806.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p>				0.00	
2007	<p>Engineering Support IAW SOW Tasks: 5.7, 5.7.1, 5.7.1.1, 5.7.1.2, 5.7.1.3, 5.7.1.4, 5.7.1.5, 5.7.1.6, and 5.7.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$323,289.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP &amp; TELECOMMUNICATIONS SERVICES</p> <p>Continued ...</p>				0.00	

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

PAGE OF PAGES

8 50

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DATE OF ORDER CONTRACT NO.

08/08/2008 HSHQDC-06-D-00021

ORDER NO.

HSHQDC-08-J-00196

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
2008	Surge (Optional) IAW SOW: Task 5.8. Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$110,044.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
2009	Transition Services IAW SOW: Task 5.9. Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$37,766.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
2010	Travel-Not to Exceed, IAW SOW Task 5.10 (Reimbursable). Period of Performance is from 8 August 2010 through 7 August 2011. Amount: \$7,200.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
3001	Contract-Level and TO Management IAW SOW: Tasks 5.1, 5.1.1, 5.1.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$60,197.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
3002	TADAC IA Support IAW SOW: Tasks 5.2, 5.2.1, 5.2.1.1, 5.2.1.2, and 5.2.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$45,083.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER Continued ...				0.00	

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



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

PAGE OF PAGES

9 50

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DATE OF ORDER 08/08/2008 CONTRACT NO. HSHQDC-06-D-00021

ORDER NO. HSHQDC-08-J-00196

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	ADP & TELECOMMUNICATIONS SERVICES					
3003	TADAC System Support IAW SOW: Tasks 5.3, 5.3.1, 5.3.2, and 5.3.3 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$100,792.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
3004	TADAC Network Design and Analysis Capability (NDAC) Support IAW SOW: Task 5.4. Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$12,304.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
3005	Research, Test, and Integrate New Technologies IAW SOW: Task 5.5. Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$9,825.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
3006	Other Direct Cost/Purchase of Additional TADAC Equipment IAW SOW: Task 5.6 (Reimbursable). Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$92,501.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
3007	Engineering Support IAW SOW Tasks: 5.7, 5.7.1, 5.7.1.1, 5.7.1.2, 5.7.1.3, 5.7.1.4, Continued ...				0.00	

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

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

PAGE OF PAGES  
10 50

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DATE OF ORDER 08/08/2008	CONTRACT NO. HSHQDC-06-D-00021	ORDER NO. HSHQDC-08-J-00196
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	5.7.1.5, 5.7.1.6, and 5.7.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$316,047.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES					
3008	Surge (Optional) IAW SOW: Task 5.8. Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$118,754.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
3009	Transition Services IAW SOW: Task 5.9. Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$41,045.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
3010	Travel-Not to Exceed, IAW SOW Task 5.10 (Reimbursable). Period of Performance is from 8 August 2011 through 7 August 2012. Amount: \$7,200.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
4001	Contract-Level and TO Management IAW SOW: Tasks 5.1, 5.1.1, 5.1.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$58,516.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES Continued ...				0.00	

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

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

PAGE OF PAGES

11 50

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DATE OF ORDER 08/08/2008 CONTRACT NO. HSHQDC-06-D-00021

ORDER NO. HSHQDC-08-J-00196

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
4002	TADAC IA Support IAW SOW: Tasks 5.2, 5.2.1, 5.2.1.1, 5.2.1.2, and 5.2.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$44,842.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
4003	TADAC System Support IAW SOW: Tasks 5.3, 5.3.1, 5.3.2, and 5.3.3 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$102,035.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
4004	TADAC Network Design and Analysis Capability (NDAC) Support IAW SOW: Task 5.4. Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$12,144.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
4005	Research, Test, and Integrate New Technologies IAW SOW: Task 5.5. Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$9,693.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
4006	Other Direct Cost/Purchase of Additional TADAC Equipment IAW SOW: Task 5.6 Continued ...				0.00	

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

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

PAGE OF PAGES

12 50

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DATE OF ORDER 08/08/2008	CONTRACT NO. HSHQDC-06-D-00021	ORDER NO. HSHQDC-08-J-00196
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	(Reimbursable). Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$95,276.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES					
4007	Engineering Support IAW SOW Tasks: 5.7, 5.7.1, 5.7.1.1, 5.7.1.2, 5.7.1.3, 5.7.1.4, 5.7.1.5, 5.7.1.6, and 5.7.2 (This CLIN covers all referenced tasks). Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$314,065.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
4008	Surge (Optional) IAW SOW: Task 5.8. Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$121,131.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
4009	Transition Services IAW SOW: Task 5.9. Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$41,045.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
4010	Travel-Not to Exceed, IAW SOW Task 5.10 (Reimbursable). Period of Performance is from 8 August 2012 through 7 August 2013. Amount: \$7,200.00 (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				0.00	
	Continued ...					

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

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

PAGE OF PAGES

13

50

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

08/08/2008

HSHQDC-06-D-00021

HSHQDC-08-J-00196

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The total amount of award: \$3,980,318.00. The obligation for this award is shown in box 17(i).</p>					

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

Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services

**CONTRACTOR SIGNATURE PAGE**

  
For Computer Sciences Corporation

08/14/08  
Date

**Task Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

I. This is a hybrid type task order. It contains time and material (T&M), firm-fixed-price (FFP), and reimbursable Contract Line Item Numbers (CLINS).

II. The contractor shall perform all work set forth in the statement of work, the instructions contained herein, and all terms and conditions of the Department of Homeland Security (DHS) Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) contract number HSHQDC-06-D-00021.

**III. Labor Categories, Unit Prices Per Hour and Payment**

The contractor shall provide the following types of labor at the corresponding unit price per hour in accordance with the terms of this task order for all Time and Material (T&M) type CLINS. The unit price per hour is inclusive of the hourly wage plus any applicable labor overhead, General and Administrative (G&A) expenses, and profit. Payment shall be made to the contractor upon delivery to and acceptance by the Government office requesting services. The total amounts billed shall be derived by multiplying the actual number of hours worked per category by the corresponding price per hour.

**SOW Tasks 5.1, 5.1.1, 5.1.2, 5.2, 5.2.1, 5.2.1.1, 5.2.1.2, 5.2.2, 5.3, 5.3.1, 5.3.2, 5.3.3, 5.4, 5.5, 5.7, 5.7.1, 5.7.1.1, 5.7.1.2, 5.7.1.3, 5.7.1.4, 5.7.1.5, 5.7.1.6, 5.7.2,**

Labor Category	Labor Rate	LOE
<b>Period of Performance (BASE PERIOD)</b>		
<b>CLIN 0001 (FIRM-FIXED-PRICE)</b>		
<b>\$63,760.00</b>		
<b>CLIN 0002 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 0003 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 0004 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		

**Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services**

Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
<b>CLIN 0005 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
<b>CLIN 0007 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
<b>CLIN 0008 (TIME and MATERIALS) SURGE (OPTIONAL)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 0009 (FIRM-FIXED-PRICE) TRANSITION (OPTIONAL)</b>		
\$36,986.00		

Labor Category	Labor Rate	LOE
<b>Period of Performance (OPTION YEAR 1)</b>		
<b>CLIN 1001 (FIRM-FIXED-PRICE)</b>		
\$62,786.00		
<b>CLIN 1002 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 1003 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior	(b) (4)	(b) (4)



Task Order HSHQDC-08-J-00196  
 Technology Assessment and Data  
 Analysis Cell Support Services

Consultant		
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)		
Systems Administrator		
Systems Administrator		
<b>CLIN 1004 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
<b>CLIN 1005 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
<b>CLIN 1007 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
<b>CLIN 1008 (TIME and MATERIALS)</b>		
<b>SURGE (OPTIONAL)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 1009 (FIRM-FIXED-PRICE)</b>		
<b>TRANSITION (OPTIONAL)</b>		
<b>\$37,684.00</b>		

Labor Category	Labor Rate	LOE
<b>Period of Performance (OPTION YEAR 2)</b>		
<b>CLIN 2001 (FIRM-FIXED-PRICE)</b>		
<b>\$61,574.00</b>		
<b>CLIN 2002 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)

Task Order HSHQDC-08-J-00196  
 Technology Assessment and Data  
 Analysis Cell Support Services

Systems Administrator	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 2003 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 2004 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
<b>CLIN 2005 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
<b>CLIN 2007 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
<b>CLIN 2008 (TIME and MATERIALS)</b>		
<b>SURGE (OPTIONAL)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 2009 (FIRM-FIXED-PRICE)</b>		
<b>TRANSITION (OPTIONAL)</b>		
\$37,766.00		

Labor Category	Labor Rate	LOE
Period of Performance (OPTION YEAR 3)		
<b>CLIN 3001 (FIRM-FIXED-PRICE)</b>		
\$60,197.00		

**TASK Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

<b>CLIN 3002 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
Systems Administrator		
Systems Administrator		
<b>CLIN 3003 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
Systems Administrator		
Systems Administrator		
<b>CLIN 3004 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
<b>CLIN 3005 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
<b>CLIN 3007 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)		
<b>CLIN 3008 (TIME and MATERIALS)</b>		
<b>SURGE (OPTIONAL)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)		
Systems Administrator		
<b>CLIN 3009 (FIRM-FIXED-PRICE)</b>		
<b>TRANSITION (OPTIONAL)</b>		
<b>\$41,045.00</b>		

**Task Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

<b>Labor Category</b>	<b>Labor Rate</b>	<b>LOE</b>
<b>Period of Performance (OPTION YEAR 4)</b>		
<b>CLIN 4001 (FIRM-FIXED-PRICE)</b>		
<b>\$58,516.00</b>		
<b>CLIN 4002 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
Systems Administrator		
Systems Administrator		
<b>CLIN 4003 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior Consultant	(b) (4)	(b) (4)
Information Technology Senior Consultant	(b) (4)	(b) (4)
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator (Junior)		
Systems Administrator		
Systems Administrator		
<b>CLIN 4004 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
<b>CLIN 4005 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)		
Systems Administrator (Junior)		
Systems Administrator (Junior)		
<b>CLIN 4007 (TIME and MATERIALS)</b>		
<b>GOVERNMENT SITE</b>		
Business Process Reengineering (Sr.)	(b) (4)	(b) (4)
Business Process Reengineering (Sr.)		
<b>CLIN 4008 (TIME and MATERIALS)</b>		
<b>SURGE (OPTIONAL)</b>		
<b>GOVERNMENT SITE</b>		
Information Technology Senior	(b) (4)	(b) (4)

Consultant		
Systems Administrator (Junior)	(b) (4)	(b) (4)
Systems Administrator	(b) (4)	(b) (4)
<b>CLIN 4009 (FIRM-FIXED-PRICE) TRANSITION (OPTIONAL)</b>		
<b>\$41,045.00</b>		

**IV. Supplemental Clauses and Provisions**

**FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

(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, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(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)

**FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) days.

(End of clause)

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within seven (7) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least seven (7) 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 three (3) years and fifty (50) months.

(End of clause)

**52.227-14 RIGHTS IN DATA-GENERAL (JUNE 1987)**

(a) *Definitions.* “Computer software,” as used in this clause, means computer programs, computer data bases, and documentation thereof.

“Data,” as used in this clause, 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,” as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, 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 thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such 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)(3) 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,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right 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 regarding copyright, 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

**Task Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

(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) 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;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate 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) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright—

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting 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 establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. 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 in 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 by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without 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 and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and 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; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

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

(d) Release, publication and use of data.

(1) 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 to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

**Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services**

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized 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)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such 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, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 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 30-day period (or a longer time not exceeding 90 days 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 subdivision (e)(1)(i) of this clause, the Contracting Officer shall 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 shall 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 shall furnish the Contractor a written determination, which determination shall 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 shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall 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) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) 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 this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, 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 either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure,



use, or reproduction of such data. However, to the extent the 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 for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and 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 use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or

reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, 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) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(h) *Subcontracting*. The Contractor has the responsibility to 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 such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. 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)

*Alternate IV (Dec 2007)*. As prescribed in 27.409(b)(5), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c) *Copyright—(1) Data first produced in the performance of the contract*. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. 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 for all such 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 for all such 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.

(End of clause)

**FAR 52.232-7 PAYMENTS UNDER TIME-and-MATERIALS and LABOR-HOUR CONTRACTS  
(FEB 2007)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate.*

(1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

- (i) Performed by the Contractor;
- (ii) Performed by the subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total

**Task Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

**(b) Materials.**

(1) or the purposes of this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are—

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall—

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

**Task Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the

**Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services**

Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) 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.

(i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

**FAR 52.243-3 CHANGES—TIME-and-MATERIALS or LABOR-HOURS (SEPT 2000)**

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

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

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

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

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

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

(End of clause)

## **II. DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (HSAR) PROVISIONS AND CLAUSES**

### **HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

**Task Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

(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)

**HSAR 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, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," 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);

**Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services**

(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)

**ALTERNATE I  
(JUN 2006)**

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

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

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



**Task Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

(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)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

**(a) Prohibitions.**

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

**(b) Definitions. As used in this clause:**

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

**Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services**

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: \_\_\_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

**HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)**

(a) *Determination.* The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting [**CAN NOT BE DETERMINED AT THIS TIME**].

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

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

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

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

**Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services**

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

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

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

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

(End of provision)

**HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)**

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

(b) The nature of this conflict involves the preparing of specifications or work statements for future acquisitions related to the program.

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

- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

**HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact

of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

Key Personnel under this task order: Information Technology Senior Consultant, System Administrator, System Administrator (Junior).

(End of clause)

### **HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)**

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

(End of clause)

### **HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

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

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

(End of clause)

## **III. LOCAL CLAUSES**

### **1. PERIOD OF PERFORMANCE.**

The period of performance for this order shall commence upon date and the base period shall continue for twelve (12) months thereafter. If any or all of the contract options are exercised pursuant to the terms of the order, then the period of performance shall be extended in accordance with the schedule set forth below:

- a) Base Period: 8 August 2008 – 7 August 2009
- b) Option Period I: 8 August 2009 – 7 August 2010.
- c) Option Period II: 8 August 2010 – 7 August 2011.
- d) Option Period III: 8 August 2011 – 7 August 2012.
- e) Option Period IV: 8 August 2013 – 7 August 2014.

The timeframes listed above provide the overall period of performance for the task order. However, the price schedule delineates the specific periods of performance for each of the tasks identified in the statement of work.

## 2. TRAVEL.

a. Long-distance Travel. The contractor shall seek advance written approval from the contracting officer (CO) and contracting officer technical representative (COTR) prior to incurring any costs associated with travel. The request shall be forwarded from the contractor's contracts or procurement point of contact.

The contractor will be reimbursed for actual travel-related costs in accordance with the federal lodging and per diem allowances stated in the Federal Acquisition Regulation (FAR) 31.205-46 and the Federal Travel Regulation (FTR) governing the travel requirements conducted under this contract. The government will not reimburse transportation costs in excess of coach class commercially-scheduled air or reasonable ground transportation by the most expeditious route. Special FAR requirements exist for overseas travel.

Advance travel requests shall be submitted in sufficient time for the CO and COTR to grant prior approval, and must identify: a) the name of the traveler(s); b) inclusive dates and destination (including itinerary); c) purpose of the trip; and d) include a complete cost breakdown.

When seeking reimbursement, the long-distance travel expenditures must be: a) other than local travel expenses within the local Washington DC metropolitan commuting area or the location of the contractor's personnel if their actual workplace is outside the Washington DC metropolitan area; b) allowable under the FTR, FAR and the terms and conditions of this contract; c) approved by the CO and COTR prior to travel expenditure; and d) allocable, allowable, reasonable, and necessary for performance under this contract.

Invoices, including travel expenses, must provide a detailed cost breakdown of the actual expenditures incurred. The contractor shall maintain the original or legible copy of receipts for all travel-related expenses, with copies provided along with the applicable invoice. The government reserves the right to request additional evidence of any invoiced travel-related expenses.

The contractor shall be reimbursed on an actual cost basis in accordance with the FAR and FTR allowances. The contractor shall request and be in receipt of advance approval from the CO and COTR prior to incurring any costs associated with long-distance travel.

b. Local Travel. Local travel will not be reimbursed within a fifty (50) mile radius of the individual's assigned worksite. Local travel may include frequent trips to the National Communications System, other Department of Homeland Security facilities, and local meeting or conference venues.

If the contractor locates personnel outside the Washington D.C. metropolitan area, the worksite shall be considered to be the Washington D.C. metropolitan area. Travel expenses to and/or from the Washington D.C. metropolitan area will not be reimbursed, unless otherwise authorized.

## 3. SUBMISSION OF INVOICES.

Original invoices shall be sent to the address identified in block 21 of form **Optional Form 347**. The invoice must contain the (1) contract number or blanket purchase agreement as applicable, (2) order number, (3) applicable contract line item number(s). The invoice must comply with the payment clause in this award document to be considered a proper invoice.

The contractor shall also submit invoices to the following locations:

**NPPDVendorInvoices@HQ.DHS.GOV**

and to:

the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR).

**4. COMMITMENT OF GOVERNMENT FUNDS.**

The contractor shall not commit government funds in the performance of their services under this effort. This includes the not committing government funds to secure conference and meeting venues for the government.

**5. FUNDING FLEXIBILITY.**

The contractor is not restricted to the price delineated for the contract line item numbers (CLINs) or sub-CLINs in the price schedule in those instances where CLINs or sub-CLINs share the same accounting information. The contractor is authorized to use the available funding across CLINs or sub-CLINs with the same accounting information as necessary during the performance period as long as the aggregate ceiling price for the CLINs or sub-CLINs is not exceeded. However, the contractor is not authorized to exceed the ceiling price of this order.

**6. CONTRACTING OFFICERS - TECHNICAL REPRESENTATIVE**

The Contracting Officer may designate a Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract and in any Task Order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract and any Task Orders issued. The Contracting Officer shall authorize any such revision in writing.

(End)

**Technology Assessment and Data Analysis Cell (TADAC)  
Statement of Work (SOW)**

1. Order Title: Technology Assessment and Data Analysis Cell (TADAC) Technical Support
2. Background: The TADAC provides modeling, analysis, technology assessment, and prototyping capabilities supporting national security and emergency preparedness (NS/EP) telecommunications for NCS customers, to include the Executive Office of the President. Specifically, the TADAC enables the NCS Technology and Programs Division (N2) to:
  - Model and analyze NS/EP telecommunications/internet
  - Develop prototyping capabilities for NS/EP priority services
  - Evaluate software, modeling and analysis tools, various operating systems and protocols, hardware configurations, and network configurations
  - Provide training for the above
  - Conduct performance and interoperability testing

This task order supports the design, development, implementation, security accreditation, and maintenance of closed and standalone networks installed in the TADAC facility, including the Technology Assessment Network (TAN) [provides an in-house modeling and analysis capability] and the eXperimental Testbed Environment (XTE) [provides the capability to prototype priority services over next generation networks].

3. Scope: The contractor must comply with the appropriate DHS-approved architectures, programs, standards and guidelines. Specific services addressed in this SOW are:
  - Infrastructure engineering design, development, implementation and integration, including, but not limited to, concept development, planning, requirements definition and analysis, systems design and development, integration, implementation, and deployment.
  - Operations and maintenance (O&M) solutions, processes, and procedures necessary to sustain TADAC systems, to include, but not be limited to: desk-side support and system/network administration, network and security operations, audio/visual services, and maintaining and upgrading individual pieces of hardware and software.

4. Applicable Documents:

5. Specific Tasks:

- 5.1. Task 1 – Contract-Level and TO Management:

- 5.1.1. Integration Management Control Planning. Provide the technical (task order level) and functional activities at the contract level needed for program management of this SOW. Include productivity and management methods such as quality assurance, progress/status reporting, and program reviews at the contract and task order level. Provide centralized administrative, clerical, documentation and related functions.
- 5.1.2. TO Management. Provide an informal weekly status report, via email, to the Technical Monitor to identify work performed that week, labor categories/hours spent on a given task, and a short synopsis of work scheduled for the following week. Provide a formal monthly status report (MSR) monitoring the quality assurance, progress/status reporting, and program reviews applied to the TO (as appropriate to the specific nature of the SOW).



**5.2. Task 2 –TADAC IA Support:**

**5.2.1. System Security.**

5.2.1.1. Develop and maintain the Systems Security Plan (SSP) and other supporting documents or “artifacts” required for DHS certification and accreditation of TADAC networks. In addition to addressing things such as document format and content, this will include the development of appropriate appendices, creation of various testing procedures, security hardening of all devices, recommending and implementing solutions, addressing CIO comments, and other activities required to gain/maintain security accreditation.

5.2.1.2. Maintain required security updates and patches, as directed by the Information Systems Security Officer (ISSO), and review system logs, taking appropriate action on anomalies. Minimally once a quarter, run a system security analysis on both TADAC networks. Provide a written findings document that details specific findings and solutions.

5.2.2. Risk Assessment. Provide technical expertise and support in information technology security planning and preparation, and in executing and evaluating security risk assessments in accordance with DHS directives. Contractor will advise the Government whether the TADAC network is secure and meets all applicable certification and accreditation requirements and guidance.

**5.3. Task 3 –TADAC System Support:**

5.3.1. TADAC Network Implementation. Assist with the configuration and set up the TADAC networks to include network design and development, providing and installing cabling, hardware, and external connectivity, and configuring routers, switches, firewalls, and servers, as directed by the TADAC Manager. Provide technical assistance to troubleshoot equipment and software, identifying solutions where possible. Provide additional security feature and services recommendations to enhance analysis and prototyping capabilities. Provide research and technical papers as required.

5.3.2. Administration Guide Development. Maintain the TADAC system administrator's guide defining the TADAC configuration in detail and including systematic installation instructions, configuration, and management responsibilities for operating systems, applications, and interfaces. Participate in testing the guide with TADAC support personnel.

5.3.3. IDS Configuration Upgrade. Provide technical security expertise and support in correlating and reporting real-time alerting capabilities of atypical intrusion detection systems hosted by the TADAC. Develop a specific incident response methodology for the TADAC environment. Real-time reporting includes a GUI interface that provides detailed information of the event. Alarm and report capabilities are further enhanced to report in real-time to a centralized process. Reports will have formats specified by TADAC manager.

5.4. Task 4 –TADAC Network Design and Analysis Capability (NDAC) Support. Provide technical expertise and support for the NDAC in the TADAC. Technical assistance will include security

planning and preparation, and providing recommendations for NDAC implementation. Additionally, support installation activities, including uploading the data, databases and software, as required, on identified TADAC servers, and instruct TADAC personnel in appropriate installation procedures. Upon request, the Contractor may be required to conduct telecommunications analyses using the NDAC tool suite.

- 5.5. Task 5 – Research, Test, and Integrate New Technologies. Assist NCS with the research and integration of new technologies and prototyping capabilities as they pertain to NCS/N2 and Homeland Security programs, systems and networks, and the adherence to applicable IA security requirements, directives, and regulations.
- 5.6. Task 6 – Other Direct Cost/Purchase Additional TADAC Equipment. Additional equipment is often needed to enhance TADAC operations and conserve limited space. Equipment may include flat panel displays, distribution switches, servers, security software, audio/visual and uninterruptible power systems, communications circuits, and other software/hardware and/or licenses, as required. As equipment ages and reaches expected end of its life cycle, provide equipment refreshment as required. Contractor will ensure that hardware or software that will hold or handle DHS sensitive information is certified by an approved NIST testing facility as FIPS 140-2 compliant and compliant with FIPS-197 Advanced Encryption Standard (AES), if applicable.
- 5.7. Task 7 – Engineering Support. Provide systems engineering support for the development of a prototype NS/EP internet priority service capability, and potential supporting architectures. This capability will replicate the existing PSTN priority service capability provided by the Government Emergency Telecommunications Service (GETS). Work will include evaluating different Voice over Internet Protocol (VoIP) architectures being proposed by organizations, such as the Multi-service Switching Forum (MSF), and will encompass technical challenges from the IP layer to the upper layer signaling protocols, such as Session Initiated Protocol (SIP). Contractor will be primarily on-site; support requirements include:
  - 5.7.1. Provide engineering and prototype development in support of transitioning priority services from a circuit-switched architecture (i.e., PSTN) to a packet-switched infrastructure (i.e., internet) via VoIP. Duties will include implementing IP packet prioritization technologies as well as higher layer protocols, such as Call Admission Control (CAC). Engineering support will include, but not be limited to:
    - 5.7.1.1. Establish a VoIP prototyping capability within the NCS TADAC
    - 5.7.1.2. Configure VoIP devices (softswitch, session border controllers, media gateways, call agents) and networking devices (routers, switches, firewalls)
    - 5.7.1.3. Provide recommendations for VoIP and network test equipment
    - 5.7.1.4. Maintain network test equipment/software and develop test scripts and routines
    - 5.7.1.5. Develop and execute test plans for VoIP scenarios
    - 5.7.1.6. Provide written and/or oral evaluations of technical documents, proposed architectures, test procedures and test results
  - 5.7.2. Contractor personnel supporting this task must have in-depth knowledge of the following disciplines/technologies:
    - Application and Voice technologies
    - VoIP technologies (session border controllers, softswitches, media gateways, media gateway controllers, trunking gateways, application servers)

**Task Order HSHQDC-08-J-00196**  
**Technology Assessment and Data**  
**Analysis Cell Support Services**

- IP Signaling and Control Protocols (SIP, RSVP, H.323, H.248/MEGACO)
- DNS and ENUM services
- PSTN
- Signaling System 7 (SS7)
- Parlay
- Standards bodies (e.g. IETF, ITU, ATIS)
- Network technologies
- TCP/IP
- Quality of Service (QoS) technologies (e.g., DiffServ, RSVP)
- MultiProtocol Label Switching (MPLS)
- Routing protocols (BGP, OSPF, ISIS)
- Test and Evaluation Equipment
- Network Sniffers/Protocol Analyzers
- VoIP Analyzers
- Linux and Windows based Network/VoIP test software and scripts

5.8. Task 8 – Surge. When the TADAC implements 24x7 operations during national emergencies, the NCS requires quick response support for the TAN to meet operational requirements. The Contractor shall support a wide range of activities including system administration support and engineering, acquisition, and implementation of technical communications solutions.

5.9. Task 9 – Transition Services. Within 60 days of contract expiration, the Contractor will deliver a plan to transition tasks and materials to the Government, or a subsequent contractor, to ensure a smooth 30-day transition period. The plan will incorporate an inventory of all services and materials required to fully perform the services provided. It will also include a schedule of briefings required to fully transition the work, and the names of individuals responsible for briefing their follow-on counterparts.

5.10. Task 10 – Travel. The contractor shall be required to travel during the period of this Task Order. This travel is required to meet the mission. Travel outside of the Washington, DC metropolitan area will only be conducted with prior coordination and approval of the COTR. Local travel will not be reimbursed within a fifty (50) mile radius of the individual’s assigned worksite.

**6. Deliverables and Delivery Schedule:**

SOW Task	Deliverable Title	CDRL/DID#	Due Date	Copies	Distribution	Frequency and Remarks
5.1.2	Weekly Status Report	Informal, via electronic mail	2nd workday of the following week	email	TM	Weekly
5.1.2	Monthly Status Report	Contractor format using DI-MGMT-80227 for guidance	15th of the following month or 1st work day following weekend/holiday	1 SC	TM	Monthly
5.2.1	TADAC [network] SSP and other C&A documentation, as required		<input type="checkbox"/> Draft, including all appendices, due when configuration changes warrant <input type="checkbox"/> Final due 15 working days after receipt of Gov’t comments	1 SC	TM; TADAC ISSO	Update as required

**Task Order HSHQDC-08-J-00196  
Technology Assessment and Data  
Analysis Cell Support Services**

5.3.2	System Admin Guide		<input type="checkbox"/> Draft, including all appendices, due when configuration changes warrant <input type="checkbox"/> Final due 15 working days after receipt of Gov't comments	1 SC 2 HC	TM TADAC Mgr	Update as required
5.3.3	IDS Configuration Upgrade Report		As required by TADAC Mgr			As required
5.9	Transition Plan		<input type="checkbox"/> Draft due 75 days prior to termination of contract <input type="checkbox"/> Final due 60 days prior to termination of contract	1 SC	TM	End of POP
SC = softcopy; HC = hardcopy						

7. Government-Furnished Equipment (GFE) and Information: The Government will provide a work space, LAN access, and telephone for the contractor's use during times work is performed at the Government site. Space has been allocated for up to two (2) senior professionals within Government spaces on the 8<sup>th</sup> floor at Glebe Road; additional space is located within the TADAC for on-site systems and security administration, etc. Work accomplished at the contractor's facility will not use GFE.

8. Place of Performance: The work will be performed within NCS spaces at 1110 Glebe Road in Arlington, VA, or at various meeting facilities in Chantilly and Herndon, VA, and at the contractor's site, as required. Local travel costs will not be reimbursed under this task order. Some long distance travel within CONUS may be required and must be approved by the COTR two weeks in advance.

9. Period of Performance: Base period of 12 months from date of award, with 4 one-year option periods.

10. Security: The contractor is required to possess a Secret facility security clearance issued by the Defense Security Service (DSS), in accordance with the National Industrial Security Program Operating Manual (NISPOM), prior to contract performance. Contractor personnel assigned to this contract must possess DSS-issued Secret personnel security clearances, commensurate with their required access to classified information, prior to contract performance. All contractor personnel must meet DHS suitability requirements as stated in the statement of work. The contractor shall comply with the DD Form 254, Contract Security Classification Specification, which will be made part of this contract.

11. Security Requirements

**Implementing Instructions for Compliance with HSAR clause 3052.204-71, "Contractor Employee Access"**

11.1 GENERAL

Department of Homeland Security Acquisition Regulation (HSAR) clause 3052.204-71 requires that contractor personnel requiring unescorted access to government facilities, access to sensitive information, or access to government information technology (IT) resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract.

Department of Homeland Security (DHS) policy requires a favorably adjudicated background investigation prior to commencing work on this contract for all contractor personnel who require recurring access to government facilities or access to sensitive information, or access to government IT resources.

Contractor employees will be given a suitability determination unless this requirement is waived under Departmental procedures. Requirements for suitability determination are defined in paragraph 3.0.

#### **11.1.1 ADDITIONAL INFORMATION FOR CLASSIFIED CONTRACTS:**

Performance of this contract requires the Contractor to gain access to classified National Security Information (includes documents and material). Classified information is Government information which requires protection in accordance with Executive Order 12958, National Security Information (NSI) as amended and supplemental directives.

The Contractor shall abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, an attachment to the contract, and the National Industrial Security Program Operating Manual (NISPOM) for protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor is required to have access to classified information at a DHS or other Government Facility, it shall abide by the requirements set forth by the agency.

#### **11.1.2 GENERAL REQUIREMENT:**

The Contractor shall ensure these instructions are expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

### **11.2 CONTRACTOR PERSONNEL**

#### **11.2.1 EMPLOYMENT ELIGIBILITY**

To comply with the requirements HSAR Clause 3052.204-71, and Department policy, the contractor must complete the following forms for applicable personnel who will be performing work under this contract as indicated:

- Standard Form (SF) 85P, "Questionnaire for Public Trust Positions"
- FD-258 fingerprint cards
- DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement". Required of all applicable contractor personnel.
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act (FCRA)"

#### **11.2.2 CONTINUED ELIGIBILITY**

The Contracting Officer may require the contractor to prohibit individuals from working on contracts 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.

### **11.3 TERMINATION**

The DHS Security Office shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Technical Representative (COTR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COTR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

#### 11.4 SUITABILITY DETERMINATION

DHS may, as it deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability 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. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

#### 11.5 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring 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. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Only complete packages will be accepted by the DHS Security Office. 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.

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.

#### **11.6 ALTERNATIVE CITIZENSHIP REQUIREMENTS FOR NON-IT CONTRACTS**

For non-Classified or non-IT contracts the above citizenship provision shall be replaced with the citizenship provision below:

Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-55 1). Any exceptions must be approved by the Department's Chief Security Officer or designee.

#### **11.7 INFORMATION TECHNOLOGY SECURITY CLEARANCE**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. 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).

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.

#### **11.8 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

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.

#### **11.9 REFERENCES**

##### **11.9.1 DHS Office of Security**

DHS, Office of Security  
Personnel Security Staff  
Attn: Ora Smith  
Washington DC 20528

Telephone: (202) 447-5372

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 that is 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 1194.23 – 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.

36 CFR 1194.25 – Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. that are procured or developed under this work statement.

36 CFR 1194.26 – Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

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

36 CFR 1194.41 – Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required “1194.31 Functional Performance Criteria”, they shall comply with the technical standard associated with Web-



based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein shall 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 shall be applied:

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 meet 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.

*The following clauses in sections 12, 13 & 14 do not apply as this acquisition (TADAC) involves support and engineering for a "closed" and "standalone" network environment that does not interface with the DHS infrastructure or enterprise. However, the clauses will remain in the event this status changes.*

### 13. DHS Data Center Compliance:

#### 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 (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 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 OMB mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

**DHS Geospatial Information System Compliance**

All implementations shall comply with the policies and requirements set forth in the DHS Geospatial Information Infrastructure (GII), including the following:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- The DHS geospatial data model shall be used building to the GII.
- All data within the GII, 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.

**14. NPPD SDLC Compliance:**

If applicable, all contracting work shall adhere to the NPPD CIO SDLC. The contractor shall work with the NPPD CIO or designated representative(s) to determine documentation and SDLC Phase Review requirements throughout each IT system's lifecycle. SDLC Phase Reviews and Control Gate Reviews shall be regularly scheduled and integrated into the project plan(s).

**15. NPPD SDLC Compliance:**

The contractor shall be responsible for supplying weekly project status reports to the NPPD PMO representative or IPT Lead to allow for regular reporting on IT projects in the NPPD CIO Program Management Office (PMO) Web Reporting Tool.