

Company Name:
Optimus Corporation

Contract Number:
GS-10F-0120R (GS10F0120R)

Order Number:
HSCEOP-07-F-01378 (HSCEOP07F01378)

Solicitation Number:
HSCEOP-07-Q-00092 (HSCEOP07Q00092)

Requisition Number:
DRO-07-DC01 (DRO07DC01)

Latest Modification Processed:
P00005

Period of Performance:
9/25/2007 through 9/24/2009

Services Provided:
Providing Program Management Support Services to the Systems Development Branch,
Detention and Removal Operations (DRO).

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER DRO-07-DC01		PAGE OF 1 48	
2. CONTRACT NO. GS-10F-0120R		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER HSCEOP-07-F-01378		5. SOLICITATION NUMBER HSCEOP-07-Q-00092	6. SOLICITATION ISSUE DATE 08/29/2007
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Johanna Klema		b. TELEPHONE NUMBER (No collect calls) b2Low		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536			CODE ICE/DM/DC-DC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$6.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS b2Low		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO CODE OCIO Immigration & Customs Enforcement OCIO Systems Development Branch 801 I Street NW Suite 640 Washington DC 20536			16. ADMINISTERED BY CODE ICE/DM/DC-DC ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Johanna Klema Washington DC 20536			
17a. CONTRACTOR/OFFEROR CODE 8248896200000		FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE			
OPTIMUS CORPORATION 7926 JONES BRANCH DRIVE SUITE 900 MCLEAN VA 221023303			DEPT HOMELAND SECURITY IT SYSTEMS DEVELOPMENT BRANCH 801 I STREET NW SUITE 640 ATTN: Susan Lister WASHINGTON DC 20536			
TELEPHONE NO.						

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 54-1675397 DUNS Number: 824889620 Remittance Address: OPTIMUS CORPORATION 7926 JONES BRANCH DRIVE SUITE 900 MCLEAN VA 22102 Contractor is responsible to have all team members available on 6 hours notice in Washington, DC at ICE Headquarters for meetings, without delay or cost to the government. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$1,963,781.60

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT REF. _____ OFFER DATED 09/05/2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: Not inc by ref

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)
Johanna Klema

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)
Johanna Klema

31c. DATE SIGNED
Sept. 25, 2007

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 09/25/2007 to 09/24/2008 Program Management Support Services in accordance with the Statement of Work. Not Separately Priced. (Not Separately Priced)	1	YR		0.00
0001AA	Administrative Specialist (Senior). Accounting Info: b2Low			b4	
0001AB	Funded: \$ b4 Business Case Analyst. Accounting Info: b2Low Funded: \$ b4			b4	
0001AC	Business Case Specialist. Accounting Info: b2Low			b4	
Continued ...					

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)
 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 3 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$ b4				
0001AD	Business Process Reengineering Specialist (Senior). Accounting Info: b2Low			b4	
0001AE	Funded: b4 Contract Specialist (Senior). Accounting Info: b2Low			b4	
0001AF	Funded: \$ b4 Financial Analyst. Accounting Info: b2Low			b4	
0001AG	Funded: \$ b4 Functional Analyst (Senior). Accounting Info: b2Low			b4	
0001AH	Funded: : b4 Information Resource Management Analyst. Accounting Info: b2Low			b4	
0001AI	Funded: : b4 Information Technology Security Specialist. Accounting Info: b2Low			b4	
0001AJ	Funded: \$ b4 Project Manager. Continued ...			b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 4 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: b2Low Funded: \$ b4				
0001AK	Subject Matter Expert. Accounting Info: b2Low Funded: \$ b4			b4	
0001AL	Technical Writer/Editor. Accounting Info: b2Low Funded: \$ b4			b4	
0001AM	Travel in accordance with the Federal Travel Regulations. This CLIN is cost reimbursable and must be approved before travel. Travel monies not expended at the request of the Government may not be recouped. Award Type: Cost Total Estimated Cost: \$ b4 Accounting Info: b2Low Funded: \$ b4			b4	
0001AN	Other Direct Costs such as for a modest amount of hardware, software, supplies, training, not to exceed \$ b4 Accounting Info: b2Low Funded: \$ b4	1	EA		b4
1001	Program Management Support Services in accordance with the Statement of Work. Not Separately Priced. Amount: \$0.00 (Option Line Item) 09/25/2008 (Not Separately Priced) Continued ...	1	YR		0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 5 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/25/2008 to 09/24/2009				
1001AA	Administrative Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2008 Fully Funded Obligation Amount: b4 Period of Performance: 09/25/2008 to 09/24/2009			b4	0.00
1001AB	Business Case Analyst. Amount: \$ b4 (Option Line Item) 09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009			b4	0.00
1001AC	Business Case Specialist. Amount: \$ b4 (Option Line Item) 09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009			b4	0.00
1001AD	Business Process Reengineering Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009			b4	0.00
1001AE	Contract Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/25/2009			b4	0.00
1001AF	Financial Analyst. Amount: \$ b4 (Option Line Item) Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 6 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009				
1001AG	Functional Analyst (Senior). Amount: \$ b4 (Option Line Item) 09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009			b4	0.00
1001AH	Information Resource Management Analyst. Amount: \$ b4 (Option Line Item) 09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009			b4	0.00
1001AI	Information Technology Security Specialist. Amount: \$ b4 (Option Line Item) 09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009			b4	0.00
1001AJ	Project Manager. Amount: \$ b4 (Option Line Item) 09/25/2008 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009			b4	0.00
1001AK	Subject Matter Expert. Amount: \$ b4 (Option Line Item) 09/25/2008 Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 7 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009				
1001AL	Technical Writer/Editor. Amount: \$ b4 (Option Line Item) 09/25/2008			b4	0.00
	Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009				
1001AM	Travel in accordance with the Federal Travel Regulations. This CLIN is cost reimbursable and must be approved before travel. Travel monies not expended at the request of the Government may not be recouped. Award Type: Cost Total Estimated Cost: \$ b4 Amount: \$ b4 (Option Line Item) 09/25/2008			b4	0.00
	Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2008 to 09/24/2009				
2001	Program Management Support Services in accordance with the Statement of Work. Not Separately Priced. Amount: \$0.00 (Option Line Item) 09/25/2009 (Not Separately Priced) Period of Performance: 09/25/2009 to 09/24/2010	1	YR		0.00
2001AA	Administrative Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2009 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AB	Business Case Analyst. Amount: \$ b4 (Option Line Item) 09/25/2009			b4	0.00
	Accounting Info: Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 8 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001AC	SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010 Business Case Specialist. Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AD	Business Process Reengineering Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AE	Contract Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AF	Financial Analyst. Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AG	Functional Analyst (Senior). Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 9 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010				
2001AH	Information Resource Management Analyst. Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AI	Information Technology Security Specialist. Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AJ	Project Manager. Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AK	Subject Matter Expert. Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
2001AL	Technical Writer/Editor. Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010 Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 10 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001AM	Travel in accordance with the Federal Travel Regulations. This CLIN is cost reimbursable and must be approved before travel. Travel monies not expended at the request of the Government may not be recouped. Award Type: Cost Total Estimated Cost: b4 Amount: \$ b4 (Option Line Item) 09/25/2009 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2009 to 09/24/2010			b4	0.00
3001	Program Management Support Services in accordance with the Statement of Work. Not Separately Priced. Amount: \$0.00 (Option Line Item) 09/25/2010 (Not Separately Priced) Period of Performance: 09/25/2010 to 09/24/2011	1	YR		0.00
3002AA	Administrative Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2010 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3003AB	Business Case Analyst. Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3004AC	Business Case Specialist. Amount: b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011 Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0120R/HSCEOP-07-F-01378PAGE OF
11 48NAME OF OFFEROR OR CONTRACTOR
OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3005AD	Business Process Reengineering Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3006AE	Contract Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3007AF	Financial Analyst. Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3008AG	Functional Analyst (Senior). Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3009AH	Information Resource Management Analyst. Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3010AI	Information Technology Security Specialist. Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 12 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011				
3011AJ	Project Manager. Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3012AK	Subject Matter Expert. Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3013AL	Technical Writer/Editor. Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011			b4	0.00
3014AM	Travel in accordance with the Federal Travel Regulations. This CLIN is cost reimbursable and must be approved before travel. Travel monies not expended at the request of the Government may not be recouped. Award Type: Cost Total Estimated Cost: \$ b4 Amount: \$ b4 (Option Line Item) 09/25/2010 Accounting Info: SEE ATTACHMENT A Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 13 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00 Period of Performance: 09/25/2010 to 09/24/2011				
4001	Program Management Support Services in accordance with the Statement of Work. Not Separately Priced. Amount: \$0.00 (Option Line Item) 09/25/2011 (Not Separately Priced) Period of Performance: 09/25/2011 to 09/24/2012	1	YR		0.00
4001AA	Administrative Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2011 Period of Performance: 09/25/2011 to 09/24/2012			b4	0.00
4001AB	Business Case Analyst. Amount: \$ b4 (Option Line Item) 09/25/2011 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012			b4	0.00
4001AC	Business Case Specialist. Amount: \$ b4 (Option Line Item) 09/25/2011 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012			b4	0.00
4001AD	Business Process Reengineering Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2011 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012			b4	0.00
4001AE	Contract Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2011 Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 14 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001AF	Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012 Financial Analyst. Amount: \$ b4 (Option Line Item) 09/25/2011			b4	0.00
4001AG	Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012 Functional Analyst (Senior). Amount: \$ b4 Option Line Item) 09/25/2011			b4	0.00
4001AH	Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012 Information Resource Management Analyst. Amount: : b4 Option Line Item) 09/25/2011			b4	0.00
4001AI	Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012 Information Technology Security Specialist. Amount: : b4 (Option Line Item) 09/25/2011			b4	0.00
4001AJ	Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012 Project Manager. Amount: : b4 (Option Line Item) 09/25/2011 Accounting Info: Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 15 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001AK	SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012 Subject Matter Expert. Amount: \$ b4 (Option Line Item) 09/25/2011 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012			b4	0.00
4001AL	Technical Writer/Editor. Amount: \$ b4 (Option Line Item) 09/25/2011 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012			b4	0.00
4001AM	Travel in accordance with the Federal Travel Regulations. This CLIN is cost reimbursable and must be approved before travel. Travel monies not expended at the request of the Government may not be recouped. Award Type: Cost Total Estimated Cost: \$ b4 Amount: \$ b4 (Option Line Item) 09/25/2011 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Period of Performance: 09/25/2011 to 09/24/2012 THE CONTRACTOR SHALL NOT ACCEPT INSTRUCTION THAT WOULD RESULT IN ANY CHANGE TO THE SUPPLIES/SERVICE HEREIN BY ANY PERSON OTHER THAN THE ISSUING OFFICE'S CONTRACTING OFFICER WHO IS: JOHANNA KLEMA b2Low Any inconsistency in this contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications); (b) Representations and other instructions; Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378

PAGE OF
 16 48

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(c) Contract clauses; (d) Other documents, exhibits, and attachments from the Government; and (e) The specifications provided by the contractor.</p> <p>INVOICE INSTRUCTIONS:</p> <p>Send one original invoice to the COTR, Francine Cox, at the address in block 18a. The COTR must determine if goods/services have been received and accepted.</p> <p>Contractor shall not mail invoices directly to the Dallas Finance Center (DFC). Dallas Finance Center will not process any invoices without proper certification.</p> <p>Also a copy of the invoice shall be send to: U.S. Department of Homeland Security Immigration and Customs Enforcement Attn: Johanna Klema Office of Acquisition Management Suite 2208 425 I Street N.W. Washington, D.C. 20536</p> <p>The total amount of award: \$10,296,082.40. The obligation for this award is shown in box 26.</p>				

U.S. Department of Homeland Security



Immigration and Customs Enforcement (ICE) SYSTEMS DEVELOPMENT BRANCH Detention and Removals Operations (DRO)

DROM Project Management Office (PMO) Support Services Statement of Work (SOW)

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

1.0	INTRODUCTION	19
1.1	ORGANIZATION	19
1.2	BACKGROUND.....	19
1.3	SCOPE	19
1.4	OBJECTIVE	20
2.0	REQUIREMENTS.....	20
3.0	Specific Tasks	20
3.1	Task Management.....	20
3.2	DROM Project Management Support	20
3.3	Assessment.....	22
4.0	DELIVERABLES.....	23
4.1	Monthly Activity and Cost Report	23
4.2	Work Products.....	24
4.3	Acceptance Criteria.....	25
5.0	Government Furnished equipment & property.....	26
5.1	Government Furnished Equipment (GFE).....	26
5.2	Government-Furnished Information	26
6.0	OTHER DIRECT COSTS (ODC)	27
6.1	General	27
6.2	Travel	27
6.3	Training.....	28
7.0	INVOICING	28
7.1	General	28
8.0	CONFLICT OF INTEREST AVOIDANCE INFORMATION.....	29
8.1	General	29
8.0	PLACE OF PERFORMANCE	29
9.1	General	29
10.0	SPECIAL INSTRUCTIONS	29
10.1	Section 508	29
11.0	TYPE OF CONTRACT	29
11.1	General	29
12.0	SECURITY REQUIREMENTS.....	30
12.1	Personnel.....	30
12.2	Suitability Determinations.....	30
12.3	ISB Systems Personnel Security Requirements	30
12.4	Background Investigations	30
12.5	Continued Eligibility.....	31
12.6	Employment Eligibility	32
12.7	Security Management	32
12.8	Information Technology Security Clearance	32
12.9	Information Technology Security Training Oversight.....	33
12.10	DHS Management Directive 1400.1	33
13.0	PERIOD OF PERFORMANCE.....	33
13.1	General	33
14.0	POINTS OF CONTACT	34

1.0 INTRODUCTION

1.1 ORGANIZATION

U.S Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) Office of the Chief Information Officer (OCIO), Systems Development Division (SDD), Detention and Removals Operations (DRO).

1.2 BACKGROUND

The Office of the Chief Information Officer (OCIO) has organized a customer-focused model to better support the mission areas of ICE. One of the principal clients of the System Development Division is the Office of Detention and Removal Operations (DRO). The primary mission of DRO is to promote public safety and national security by ensuring the departure from the U.S. of all removable aliens through the fair and effective enforcement of the nation's immigration laws. DRO provide adequate and appropriate management of aliens in custody, facilitates the processing of aliens through the immigration court, and enforces the departure of aliens ordered removed from the United States. DRO faces a continued demand to improve its operational performance. The increased demand is the result of a confluence of many factors such as illegal immigration, Congressional pressures and public scrutiny of immigration enforcement, organizational realignment within DHS, distributed data, fiscal and staffing constraints, and the lack of required infrastructure.

The Detention Removals Operations Modernization (DROM) Program is designed to support DHS-wide information sharing by implementing a series of discrete projects and activities that will provide the foundation of a well defined secure and manageable enterprise architecture supporting ICE and DHS mission goals and objectives.

1.3 SCOPE

The OCIO SDD DRO Support Branch has identified a need for comprehensive information technology Project Management Office (PMO) support services to assist in the management and administration of the DROM program. These new DROM PMO services shall provide project management support services, including the development and tracking of all program support documentation as mandated by DHS MD 1400.1; integrated projected schedules; maintenance of program cost and schedule; program performance measures; project management improvement support; OMB Part assessment, OMB 53-300B and earned value management; business case development and periodic updates required from the program manager.

1.4 OBJECTIVE

The objective of the DROM Program Management Support Task Order is to assist the SDD DRO Support Branch in project management activities with the OCIO organization relating to the ICE DROM Program and other identified automation modernization activities; and, support the ability to produce a solid environment where IT program management support and project management processes are well planned, executed and measured. Develop, distribute, and maintain OMB 300B artifacts that will meet Information Resource (IRB) Board approval; monitor project management risks; and, provide ongoing PMO support. This is critical in demonstrating to oversight entities that IT projects are efficiently and effectively managed.

2.0 REQUIREMENTS

This Statement of Work (SOW) outlines the contractor's support requirements for assisting in managing the Office of the Chief Information Officer (OCIO) Detention and Removal Operations Modernization Program (DROM) with its Program Management Operations (PMO) support services for the enterprise-wide modernization efforts.

3.0 SPECIFIC TASKS

3.1 TASK MANAGEMENT

3.1.1 The Contractor(s) shall propose a DROM Task Manager who will disseminate policy and procedures to Contractor(s) personnel, prepare and distribute schedules, monitor Contractor(s) activities, provide ongoing PMO support activities and advise Government personnel of the status of projects, provide ongoing and PMO support. Given the dynamic environment within ICE, the Contractor(s) shall closely monitor tasks and provide advanced notification of any deviation from budget, schedule, or resources.

3.1.2 The Contractor(s) shall provide monthly status reports to the DROM Task Manager that includes accomplishments, status of ongoing activities, issues, recommendations for problem resolution, and upcoming activities.

3.1.3 The Contractor(s) Task Manager shall meet with the DROM Task Manager as needed and shall monitor the performance of Contractor(s) personnel, identify any degraded quality of service, and propose corrective actions to the DROM Task Manager up to and including employee termination.

3.2 DROM Program Management Support

3.2.1 The contractor shall provide project management support services, pre-condition planning, including the development and tracking of all program support documentation as mandated by DHS MD 1400.1; integrated projected schedules; maintenance of program cost and schedule; cost/benefit analysis; program performance measures; project management improvement support; OMB part assessment and earned value management; business case development and periodic updates required from the program manager, project coordination support utilizing approved DHS/ICE related information technology tools (i.e. Primavera, ProSite, MS Project, MS Sharepoint). Justification shall be provided in advance to the DROM Task Manager prior to all proposed changes in scope, direction, and schedule relating to any body of work.

- DROM Program Management Office
- DROM Project Coordination Support
- Earned Value Management (ANSI STD 748)
- OMB PART (identify strengths and weakness')
- Project Management Support
- Scalable Workflows
- Portfolio Management support
- Performance Measurement Process Support
- Acquisition Strategy Support and Coordination
- DROM Business Case Support
- Development/Maintenance of Expenditure Plans Related To DROM
- Mission Initiatives

3.2.2 The contractor is responsible for providing personnel with expertise to perform the tasks defined in the SOW and, specifically, a subject matter expert with recognized successful past performance measurement in Program Management, Project Management, Portfolio Management and Performance Measurement.

3.2.3 Although the contractor shall support decisions and make recommendations to the DROM Task Manager (s), all final decisions and all policy statements will ultimately be the responsibility of the Government to make. This Task Order is to support activities in the area of DROM Program Management Support.

3.2.4 The contractor shall provide program and project management support service, including assistance with preparation of briefings and high-level spending plans coordinating development and modifications as required, project coordination, project management improvement support, and performance measurement support.

3.2.5 The contractor shall provide support to the program office with development of key performance measures and indicators for the DROM program mapping back to ICE and DHS priorities. Criterion must be established in coordination with the DROM program manager.

3.2.6 The contractor shall establish/restore/ensure DROM PMO capability to serve in the following PMO-related functions (with related activities in parenthesis):

- **Program Management** (Project Identification & Prioritization, Scope/Planning Management; Resource Management, Scheduling, Mgmt & Status Reporting, WBS, Program Planning, Project Close-out)
- **Financial Management** (Budgeting, Funding Approvals, Budget Tracking, Financial Reporting, Benefits Realization, Earned Value Management, CPIC, Cost/Benefit Analysis)
- **Quality Management** (Quality Assurance Planning, Quality Assurance Implementation, Project Audits, Issues Management, Contingency Planning)
- **Risk Management** (Risk Management Planning, Risk Mitigation, Risk Watchlist, Risk Reviews, Independent Risk Assessment (as needed), Risk Management Training)
- **Portfolio Management** (Portfolio Dashboards, project portfolio dashboards for Summary Status, Gantt View, Cost View, and Risk View).
- **Acquisition Management** (Acquisition Program Baseline, Acquisition Planning and Coordination for Acquisition Support Activities)
- **Change Control** (Change Control Processes, Scope Change Review and Approval, Issue Escalation, Project Reporting, Continuous Improvement)
- **Project and Operational Administration** (Program Management Office Standards and Practices, Program Management Processes, Project Repository, Training, Knowledge Management, Vendor Management, Communications and Web Page)

3.2.7 Justification shall be provided in advance to the ICE Task Manager prior to all proposed changes in scope, direction, and schedule relating to any body of work.

3.2.8 Each year critical congressional/executive initiatives usually occur that require DROM Branch IT support that does not fall within the scope of any of the existing program management areas. The Contractor shall provide PMO support within each DRO Tasks to comply with urgent mission or congressional/executive initiatives. This may include travel to designated National and/or International DROM sites.

3.3 Assessment

3.3.1 A comprehensive DROM Expenditure Plan, key to the successful continuation of the Program, shall be reviewed and modified as warranted carrying out DHS and ICE initiatives. The plan shall be based on agency priorities; address prior GAO recommendations, oversight recommendations of

external entities; a financial analysis of the DROM Program as a whole, which shall be based on a financial analysis of the six technical projects, which in turn can be based on sub-projects relating to technical detail gathered in support of the project plans. The plan will:

- Demonstrate compliance with DHS and OMB capital planning principals and be in concert with A-130 Clinger-Cohen requirements.
- Integrate ICE priorities with DHS mission rationalization and aid progress towards a consolidated DHS integrated enforcement environment.
- Demonstrate commitment to sound program planning and management.
- Map with consistency to Departmental as well as ICE priorities and communicated by the Chief Information Officer through the DROM Program Manager.

4.0 DELIVERABLES

4.1 Monthly Activity and Cost Report

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

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

4.1.3 The contractor shall prepare a monthly Excel workbook containing one sheet per task and a summary sheet. The Contractor shall provide the following information on each sheet:

1. Cost Ceiling, Proposal Burn, Proposal Cum, Funding Ceiling
2. Monthly Incurred, Cumulative Incurred
3. Monthly Outlook, Total Estimated Cost

4. Monthly Invoiced, Cumulative Invoiced

Monthly and summary data shall be provided for the above information. An imbedded chart shall also be included on the sheet with a primary axis containing the monthly incurred and the monthly outlook; and a secondary axis containing the remaining information.

4.2 Work Products

4.2.1 The Contractor(s) shall provide, develop, maintain, update, store, and distribute work products associated with each of the Tasks listed in this Statement of Work. Examples include: program meeting documentation, program management reviews, tracking reports and project schedules; communication plans; DROM budget justifications; budget execution plans; acquisition process plans and outputs; performance management plans and reporting; business process analyses; required DHS work products and documentation, reporting and inventory analyses; program procedures, and concepts of operations; strategic planning documents and artifacts; and work products associated with any special projects assigned.

4.2.2 Systems Lifecycle Management ("SLM") Deliverables

The Contractor shall provide SLM deliverables required by the appropriate SLM phase to the PM, Electronic Library Management System (ELMS), and Version Manager (VM). Documentation shall be prepared in accordance with the guidelines specified by the DROM SLM and the approved Tailoring Plan.

Frequency	Date of Submission	Copies	ICE DROM Distribution
As Identified	As Identified	Hard Copy*/Electronic	Program Manager /As Identified

Deliverables	Doc. Type	Timeframe	
Program Management Plan	Revision	Annual	2 nd Quarter
Mission Needs Statement	Revision	Annual	4 th Quarter
Business Case/ Cost Benefit Analysis	Maintenance	Annual	4 th Quarter
Congressional/OMB Briefings	New	As Needed	
Investment Review Board Brief (ICE/DHS)	New	As Needed	Expend Plan
Acquisition Program Baseline	Revision	Annual	4 th Quarter
Acquisition Plan	Revision	Annual	4 th Quarter

Operational Requirements Document	Revision	Annual	1 st Quarter
Logistics Support Plan	Revision	Annual	As Needed
Portfolio Management Plan	Revision	Quarterly	2 nd /4 th Qtr
Configuration Management Plan	Revision	Annual	
Risk Management Plan	Revision	Bi-Annual	2 nd /4 th Qtr
Risk Mitigation Plan/Strategy	Revision	Bi-Annual	2 nd /4 th Qtr
Risk Program Watch-List	New	Monthly	5 th Day
Risk Inventory/ Historical File	Archival	As Needed	
Risk Training	Revision	Bi-Annual	June/Nov
Exhibit -300	Revision	Annual	July
Enterprise Architecture Program Alignment	Revision	Periodic	As Needed
PART-Program Assessment Rating Tool Update	Revision	Quarterly	OMB Directed
Fiscal Year Expenditure Plan	New	Annual	August 1 st
Monthly Progress Reports	New	5 th Day	Quarter
Quarterly Program Activity Report	New	5 th Day	Quarter
Budget Update	Revision	Weekly	
Program Management Review	Revision	Quarterly	NLT 2 nd Week
Budget Status Report	Revision	Monthly	
ICE/DROM Web Page	Revision	As Needed	Periodic
ICE SLM	New	As Required	

4.3 Acceptance Criteria

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

4.3.2 Deliverables will be deemed acceptable if the document adequately covers all required topics; meets general quality measures; is professionally prepared in terms of format, clarity and readability; and is delivered in hard and electronic copy on time to the designated delivery location. General quality measures, as set forth below, will be applied to each work product received from the Contractor under this statement of work.

1. Accuracy - Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
2. Clarity - Work products shall be clear and concise. Any/All diagrams and graphics shall be easy to understand and be relevant to the supporting narrative.
3. Consistency to Requirements - All work products must satisfy the requirements of this statement of work.

4. File Editing - All text and diagrammatic files shall be editable by the Government.
5. Format - Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
6. Timeliness - Work products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

The documents shall be considered final upon receiving Government approval. All deliverables shall be delivered via a letter of transmittal to the COTR, ICE OCIO DROM; Room 600; 801 I Street NW; Washington, DC; 20536 not later than 4:00 PM on the deliverable's due date.

Unless otherwise specified, all documentation shall be in Microsoft Windows 2003 or later version.

The Contractor shall allow the Government fourteen business days to review all deliverables.

5.0 GOVERNMENT FURNISHED EQUIPMENT & PROPERTY **GOVERNMENT – FURNISHED INFORMATION**

5.1 Government Furnished Equipment (GFE)

5.1.1 The Government will provide no more than (4) furnished workspace(s), computer equipment and peripherals, and telecommunication equipment.

5.1.2 The Contractor(s) shall keep and maintain an inventory of Government-furnished equipment, which shall be made available to the ICE Task Manager upon request.

5.2 Government-Furnished Information

5.2.1 OCIO ICE SDD shall provide initial familiarization, and any information manuals, texts, briefs and other materials associated with this task as required.

5.2.2 The Government will arrange all the required meetings, teleconferences; video-teleconferences or consultations between Contractor and Government personnel associated with or have an interest in the DROM Program.

6.0 OTHER DIRECT COSTS (ODC)

6.1 General

6.1.1 In accordance with contractual provisions, Government-specified ODCs include such items as travel, training, supplies (including non-consumable/expendable computer supplies that the contractor required to accomplish the task order work assigned.

At the direction of the Task Manager, the Contractor shall provide supplies necessary to support any activity under this task. No travel or training costs shall be incurred without the approval of the DROM Task Manager.

The ODC total for all tasks should not exceed \$ ^{b4}. The Contractor shall be required to travel for field office site visits, meetings, and conferences and use of specialized presentation supplies, etc. The Contractor shall propose any anticipated ODCs with appropriate justification and explanation in its technical and cost proposals. Once accepted, those anticipated costs will be included in the total estimated cost ceiling applied to the awarded TO. All ODC expenditures shall be pre-approved by the Government in accordance with the following guidance:

- The PM will approve individual ODC requests totaling \$ ^{b4} or less and all-domestic travel. This approval authority specifically **excludes** the purchase of personal computers (PCs), laptops, cell phones, pagers, handheld computers, cameras, and video equipment, in addition to computer systems/workstations, software and training which can only be approved by the COTR.
- The COTR will approve all international travel based on the recommendation of the PM. The PM will review requirements, i.e. purpose of the trip, destination, number of travelers, and the duration of each trip.

6.2 Travel

6.2.1 All contractor travel shall be approved in advance by the DROM Program/Task Manager. Advanced notice must be provided for any travel required. Reference.

Limited travel may be required at the DROM Program/Task Manger's discretion.

In the performance of contract activities, the Contractor may be required to travel to DHS/DROM sites within and outside of the Washington Metropolitan Area. The contractor shall be reimbursed for travel in accordance with the provisions and rates contained in the Federal Travel Regulations (FTR). All travel itineraries must receive the prior written approval of the DROM Program/Task Manager. The Contractor shall not be reimbursed for transportation expenses for assigned

personnel for local commuting between their place of residence and their place of work.

6.3 Training

6.3.1 No training is anticipated at this time.

7.0 INVOICING

7.1 General

7.1.1 The Contractor(s) shall submit an invoice for each Task separately billed, 15 days after the close of the previous month to include: Contractor(s) name, labor categories, labor costs, completed travel, overtime, and any Other Direct Costs (ODCs) for the invoice period. All invoices submitted by the Contractor(s) for their sub-Contractor(s) must adhere to the 15-day invoice deadline. Contractor(s) employees shall complete time sheets for each month and submit them to their respective ICE Task Manager. The invoice shall list the total number of hours worked by each Contractor(s) employee. Any overtime must be listed separately for each Contractor(s) employee with the dates and specific hours worked. Signed authorization by the ICE Task Manager for the overtime must be attached to the invoice. Should the Contractor(s) employee be on approved leave, the Contractor(s) invoice shall note the dates of the leave. While travel is the exception rather than the rule, all travel must be approved in advance and the Contractor(s) employees shall submit one copy of the approved travel authorization form (Attachment 1), and all travel related receipts (such as transportation, hotel, rental car, and other incidentals for each trip) with the invoicing spreadsheet. The invoicing spreadsheet shall contain each Contractor(s) employee's travel costs for the period of performance. The DROM Task Manager must approve other Direct Costs (ODCs) in advance for each reporting period; the Contractor(s) shall attach the ODC approval form (Attachment) to the invoice. Should the Contractor(s) employee perform activities for another DHS or Governmental entity, the Contractor(s) employee must note the number of hours, the date worked, and the name of the entity. The Contractor(s) shall track and invoice special projects within this Statement of Work that may be specifically funded by Congress, OMB, or the Department. The Contractor(s) shall also, at the direction of the ICE Task Manager, track and report on special projects and activities, as may be required to establish earned value for those projects and activities.

8.0 CONFLICT OF INTEREST AVOIDANCE INFORMATION

8.1 General

8.1.1 In accordance with the terms and conditions of the contract, the Contractor shall notify the ICE DROM Program/Task Manager in writing of any potential conflicts of interest through their performance on this task order.

8.1.2 The ICE DROM Program/Task Manager will immediately notify the DROM COTR of any potential Contractor conflicts of interest.

8.0 PLACE OF PERFORMANCE

9.1 General

9.1.1 Work performed by the contractor under this task order shall be performed off-site. A limited number (4) of designated staff as determined by the government will be housed on-site for resource availability. All other contractor staff is to be housed off-site. The contractors must be within metro accessibility for meetings on 6 hours notice. (Subject to change with ICE Headquarters relocation).

10.0 SPECIAL INSTRUCTIONS

10.1 Section 508

10.1.1 Section 508 of the Rehabilitation Act (as amended) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology it must be accessible to Federal employees (and members of the general public) with disabilities comparable that provided for non-disabled employees. By submitting a bid or offer in response to this solicitation, the contractor affirms that the products or services to be provided are in compliance with the Section 508 Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) as specified in the SOO or in the technical specifications, as a minimum.

11.0 TYPE OF CONTRACT

11.1 General

11.1.1 This will be a labor hour contract.

12.0 SECURITY REQUIREMENTS

12.1 Personnel

12.1.1 Secret clearances in support of this task may be required due to the nature of information processed and discussed in this program office. All Contractor personnel must be able to hold and maintain a clearance.

12.1.2 DHS, ICE has determined that performance of this TO requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), have access to sensitive DHS information, and that the Contractor will adhere to the following.

12.2 Suitability Determinations

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

12.3 ISB Systems Personnel Security Requirements

The Contractor shall provide personnel with a 5C Security Clearance Level.

12.4 Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under this contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees

without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire
7. Financial Disclosure Report

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

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

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

12.5 Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract. The OPR-PSU may require drug screening for probable cause at any time and/ or when the Contractor independently identifies, circumstances where probable cause exists. DHS, ICE reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS, ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor shall return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification

card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

12.6 Employment Eligibility

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

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

12.7 Security Management

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

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

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

12.8 Information Technology Security Clearance

When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300 Pub.. 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 the agency 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).

12.9 Information Technology Security Training Oversight

All Contractor employees using Department automated systems or processing department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS. Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

12.10 DHS Management Directive 1400.1

12.10.1 The Contract shall incorporate procedures that comply with DHS Management Directive 1400.1. This shall provide for a standardized approach to implementing information protection measures and policies outlined in OMB Circular A-127 – Financial Management Systems, OMB circular A-130 – Management of federal Information Resources, and the Computer Security Act of 1987. In addition the contract shall comply with any further policies and procedures developed under the security task order.

13.0 PERIOD OF PERFORMANCE

13.1 General

13.1.1 The period of performance shall commence on the date of award and continue through September 24, 2008 with four (4) one year option periods. Option Period 1 will run September 25, 2008 through September 24, 2009. Option Period 2 will run September 25, 2009 through September 24, 2010. Option Period 3 will run September 25, 2010 through September 24, 2011. Option Period 4 will run September 25, 2011 through September 24, 2012.

14.0 POINTS OF CONTACT

DROM Program Manager

Raj Vellore
Department of Homeland Security
ICE/OCIO/SDD/DRO
801 I Street NW, Suite 640
Washington, D.C. 20536
Telephone: b2Low

DROM Task Manager

Susan Lister
Department of Homeland Security
ICE/OCIO/SDD/DRO
801 I Street NW, Suite 640
Washington, D.C. 20536
Telephone: b2Low

Contracting Officer's Technical Representative (COTR)

Francine Cox
Department of Homeland Security
ICE/OCIO/SDD/DRO
801 I Street, NW, Suite 640
Washington, DC 20536
Telephone: b2Low

Contracting Officer

Johanna Klema
Immigration and Customs Enforcement
Office of Acquisition Management/DM
Chester Arthur Building
425 I Street, NW, Room 2208
Washington, DC 20536
Telephone: b2Low

The following clauses are incorporated by reference:

- (1) **FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL** (Sept 2007)
- (2) All clauses within an underlying GSA schedule contract. Also incorporated by reference are any future changes to such clauses.

The following clauses and provisions are included in full text:

FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (Jun 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (4) [Reserved]
- ___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11) (i) 52.219-23; Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (25) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (26) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.

___ (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (32) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x (33) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (34) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (35) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (36) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (37) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

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

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

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

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

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

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

(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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of the expiration of the current term of performance.

(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 not later than 1 day before the expiration of the current term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the current term 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 66 months.

(End of clause)

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 ["insert number of days"] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

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);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated

background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

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

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

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

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

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief

Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

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

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

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

(I) 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 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

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

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

The Key Personnel or Facilities under this Contract:

b6

HSAR 3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons], insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(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)

IDENTIFICATION OF CONTRACTOR PERSONNEL

The contractor shall ensure that its employees will identify themselves as employees of their respective company while working on ICE contracts. For example, contractor personnel shall introduce themselves in person and in voice-mail, and sign in on any attendance logs or building entry logs as employees of their respective companies, and not as ICE employees. The contractor shall ensure that their personnel use the following format signature on all official e-mails generated by ICE computers:

Name

Position or Professional Title

Company name

Supporting the _____ division/office of DRO

Phone

Fax

Other contact information as desired

(End of clause)

HOLIDAYS AND ADMINISTRATIVE LEAVE

U. S. Government personnel observe the following days as holidays: New Year's Day, Labor Day, Martin Luther King's Birthday, Columbus Day, Presidents' Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas Day, Any other day designated by Federal statute, by Executive Order or by the President's proclamation. When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract. Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on-site under this contract on holidays set forth above. The contractor shall not charge any holiday as a direct charge to the contract. In the event contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work. In the event ICE grants administrative leave to its Government employees at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the contractor shall be guided by the instructions issued by the Contracting Officer or his/her duly appointed representative. In each instance when the site is closed to contractor personnel as a result of inclement weather, potentially hazardous conditions, or other special circumstances, the contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies.

(End of clause)

GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT

The contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Under no circumstances shall the contractor, or anyone acting on behalf of the contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Annual and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work. Annual and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted thirty days to respond. Contractor response is voluntary. Any disagreement between the parties regarding an evaluation will be referred to the Head of the Contracting Activity, whose decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

FAR 42.15 requires agencies to prepare annual and final evaluations of contractor performance. The U.S. Department of Homeland Security utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

(End of clause)

(End)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Johanna Klema Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTIMUS CORPORATION 7926 JONES BRANCH DRIVE SUITE 900 MCLEAN VA 221023303		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 824889620000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0120R HSCEOP-07-F-01378	10B. DATED (SEE ITEM 11) 09/25/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 43.103(a)(3).

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 54-1675397
DUNS Number: 824889620

1. The following Clause is hereby added to HSCEOP-07-F-01378:



SECURITY CLAUSE
SENSITIVE/UNCLASSIFIED CONTRACTS

SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Mike M. Zarou, VP of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johanna Klema
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/29/07
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10.29.07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00001

PAGE OF
 2 7

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>described in Task Order HSCEOP-07-F-01378 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.</p> <p>SUITABILITY DETERMINATION DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract.</p> <p>No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.</p> <p>BACKGROUND INVESTIGATIONS Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:</p> <p>1. Standard Form 85P, Questionnaire for Public Trust Positions Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)</p> <p>2. FD Form 258, Fingerprint Card (2 copies)</p> <p>3. Foreign National Relatives or Associates Statement</p> <p>4. DHS 11000-9, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act</p> <p>5. Drug Questionnaire</p> <p>6. Alcohol Questionnaire</p> <p>Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.</p> <p>Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00001

PAGE OF
 4 7

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>information.</p> <p>The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.</p> <p>CONTINUED ELIGIBILITY</p> <p>If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.</p> <p>The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.</p> <p>The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.</p> <p>DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.</p> <p>The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee(s) name and social security number, along with the adverse information being reported.</p> <p>The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. & DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00001

PAGE OF
 5 7

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.</p> <p>EMPLOYMENT ELIGIBILITY The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.</p> <p>The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.</p> <p>Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.</p> <p>SECURITY MANAGEMENT The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.</p> <p>The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00001

PAGE OF
 6 7

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.</p> <p>The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.</p> <p>INFORMATION TECHNOLOGY SECURITY CLEARANCE When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level. Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).</p> <p>INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.</p> <p>Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00001

PAGE OF
 7 7

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.</p> <p>All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).</p> <p>2. The balance of HSCEOP-07-F-01378 remains unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$0.00 New Total Amount for this Award: \$10,296,082.40 Period of Performance: 09/25/2007 to 09/24/2008</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 10
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002	11/27/2007	DRO-07-DC01	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	ICE/DM/DC-DC	ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
OPTIMUS CORPORATION 7926 JONES BRANCH DRIVE SUITE 900 MCLEAN VA 221023303		(x)	
		9B. DATED (SEE ITEM 11)	
		X	
		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0120R HSCEOP-07-F-01378	
		10B. DATED (SEE ITEM 11)	
CODE	824889620000	FACILITY CODE	11/27/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	43.103 (a) (3).

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 824889620

The purpose of this modification is to correct CLIN prices to match the proposal agreed upon with the original task order. It is also to correct the CLIN numbers for the third option year. All CLINs should start with 3001 followed by a letter code for this option period. The CLINs were changed as needed to show this change.

All other terms and conditions remain the same.

Discount Terms:

b2Low

FOB: Destination

Period of Performance: 09/25/2007 to 09/24/2008

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Mike M. Zarou, VP of Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

James D. Adams

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

NSN 7540-01-152-6070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001AB	<p>Change Item 0001AB to read as follows (amount shown is the obligated amount):</p> <p>Business Case Analyst.</p> <p>Delivery: 09/25/2007 Delivery Location Code: OCIO DEPT HOMELAND SECURITY SYSTEMS DEVELOPMENT BRANCH 801 I STREET NW SUITE 640 ATTN: SUSAN LISTER WASHINGTON DC 20536 US Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$ b4</p>			b4	
0001AI	<p>Change Item 0001AI to read as follows (amount shown is the obligated amount):</p> <p>Information Technology Security Specialist.</p> <p>Delivery: 09/25/2007 Delivery Location Code: OCIO DEPT HOMELAND SECURITY SYSTEMS DEVELOPMENT BRANCH 801 I STREET NW SUITE 640 ATTN: SUSAN LISTER WASHINGTON DC 20536 US Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: -\$ b4</p>			b4	
0001AK	<p>Change Item 0001AK to read as follows (amount shown is the obligated amount):</p> <p>Subject Matter Expert.</p> <p>Delivery: 09/25/2007 Delivery Location Code: OCIO DEPT HOMELAND SECURITY SYSTEMS DEVELOPMENT BRANCH 801 I STREET NW SUITE 640 ATTN: SUSAN LISTER WASHINGTON DC 20536 US Continued</p>			b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00002

PAGE OF
 3 10

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: b2Low Funded: \$ b4 Change Item 1001AB to read as follows (amount shown is the obligated amount):				
1001AB	Business Case Analyst. Amount: \$ b4 (Option Line Item) 09/25/2008 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Change Item 1001AI to read as follows (amount shown is the obligated amount):			b4	0.00
1001AI	Information Technology Security Specialist. Amount: \$ b4 (Option Line Item) 09/25/2008 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Change Item 1001AK to read as follows (amount shown is the obligated amount):			b4	0.00
1001AK	Subject Matter Expert. Amount: \$ b4 (Option Line Item) 09/25/2008 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00002

PAGE OF
 4 10

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001AB	<p>Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00</p> <p>Change Item 2001AB to read as follows (amount shown is the obligated amount):</p> <p>Business Case Analyst. Amount: \$ b4 (Option Line Item) 09/25/2009</p> <p>Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00</p> <p>Change Item 2001AI to read as follows (amount shown is the obligated amount):</p>			b4	0.00
2001AI	<p>Information Technology Security Specialist. Amount: b4 (Option Line Item) 09/25/2009</p> <p>Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00</p> <p>Change Item 2001AK to read as follows (amount shown is the obligated amount):</p>			b4	0.00
2001AK	<p>Subject Matter Expert. Amount: \$ b4 (Option Line Item) 09/25/2009</p> <p>Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement Continued ...</p>			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCBOP-07-F-01378/P00002

PAGE OF
 5 10

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AA as follows:				
3001AA	Administrative Specialist (Senior). Amount: \$ b4 (Option Line Item) 09/25/2010 Add Item 3001AB as follows:			b4	0.00
3001AB	Business Case Analyst. Amount: \$ b4 (Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AC as follows:			b4	0.00
3001AC	Business Case Specialist. Amount: \$ b4 (Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AD as follows:			b4	0.00
3001AD	Business Process Reengineering Specialist (Senior). Amount: \$ b4 (Option Line Item) Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0120R/HSCEOP-07-F-01378/P00002PAGE OF
6 10NAME OF OFFEROR OR CONTRACTOR
OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AE as follows:				
3001AE	Contract Specialist (Senior). Amount: b4 Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AF as follows:			b4	0.00
3001AF	Financial Analyst. Amount: b4 Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AG as follows:			b4	0.00
3001AG	Functional Analyst (Senior). Amount: b4 Option Line Item) 09/25/2010 Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00002

PAGE OF
 7 10

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AH as follows:				
3001AH	Information Resource Management Analyst. Amount: \$ b4 Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AI as follows:			b4	0.00
3001AI	Information Technology Security Specialist. Amount: b4 Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AJ as follows:			b4	0.00
3001AJ	Project Manager. Amount: \$ b4 Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00002

PAGE OF
 8 10

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AK as follows:				
3001AK	Subject Matter Expert. Amount: \$ b4 Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AL as follows:			b4	0.00
3001AL	Technical Writer/Editor. Amount: \$ b4 Option Line Item) 09/25/2010 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 3001AM as follows:			b4	0.00
3001AM	Travel in accordance with the Federal Travel Regulations. This CLIN is cost reimbursable and must be approved before travel. Travel monies not expended at the request of the Government may not be recouped. Amount: b4 Option Line Item) 09/25/2010 Continued ...			b4	0.00

NAME OF OFFEROR OR CONTRACTOR
OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Change Item 4001AI to read as follows (amount shown is the obligated amount):				
4001AI	Information Technology Security Specialist. Amount: b4 Option Line Item) 09/25/2011 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Change Item 4001AK to read as follows (amount shown is the obligated amount):			b4	0.00
4001AK	Subject Matter Expert. Amount: b4 Option Line Item) 09/25/2011 Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Add Item 4001AB. as follows:			b4	0.00
4001AB.	Business Case Analyst. Amount: b4 Option Line Item) 09/25/2011 Continued ...			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00002

PAGE OF
 10 10

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Accounting Info: SEE ATTACHMENT A Funded: \$0.00				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 06/19/2008	4. REQUISITION/PURCHASE REQ. NO. SDD-08-DC08	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTIMUS CORPORATION 7926 JONES BRANCH DRIVE SUITE 900 MCLEAN VA 2210 23303		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 8248896200000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0120R HSCEOP-07-F-01378	
		10B. DATED (SEE ITEM 11) 09/25/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$2,770,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) options exercise clause

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 824889620
Program POC: David Callender b2Low or Katherine Henderson b2Low
Procurement POC: Paul Previch b2Low

The purpose of this modification is to exercise option period one which runs from 9/25/2008 through 9/24/2009.

This will increase the amount obligated by \$2,770,000 from \$1,963,781.60 to \$4,733,781.60

The attachment included outlines the various labor categories and rates.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. William Weinberg
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED JUN 19 2008
(Signature of person authorized to sign)	(Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001.0	<p>All other terms and conditions remain the same. Delivery: 30 Days After Award Discount Terms: b2Low Delivery Location Code: ICE/CIO ICE Chief Information Officer Immigration and Customs Enforcement 801 I Street, NW Suite 700 Washington DC 20536</p> <p>Accounting Info: b2Low</p> <p>FOB: Destination Period of Performance: 09/25/2008 to 09/24/2009</p> <p>Add Item 0001.0 as follows:</p> <p>Program Management Support Services in Accordance with the statement of work. Labor Hour Categories are required as listed on the attachment.</p> <p>Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 07/01/2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620</p> <p>Attn: ICE-OCIO-SDD</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three Continued ...</p>	1	LO	2,770,000.00	2,770,000.00

NAME OF OFFEROR OR CONTRACTOR
OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 07/01/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.) (x) Electronic funds transfer (EFT) banking information. <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCBOP-07-F-01378/P00003

PAGE OF
 4 5

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p>				

Option Year One: 9/25/08 to 9/24/09

CLIN	Labor Category	FTE	Hours	Rate	Total
1001AA	Administrative Specialist (Sr.)	1			
1001AB	Business Case Analyst	1			
1001AB	Business Case Specialist	1			
1001AD	Business Process Reengineering Specialist	1			
1001AE	Contract Specialist (Sr.)	1			
1001AF	Financial Analyst	2			
1001AG	Functional Analyst (Sr.)	1			
1001AH	Information Resource Management Analyst	1			
1001AI	Information Technology Security Specialist	1			
1001AJ	Project Manager	1			
1001AK	Subject Matter Expert	1			
1001AL	Technical Writer/Editor	1			
1001AM	Travel				
1001AN	ODC (inclusive of burdens) NTE				
Total Option Year 1					\$2,770,000.00

b4

b4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 09/09/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTIMUS CORPORATION 7926 JONES BRANCH DRIVE SUITE 900 MCLEAN VA 2210 23303		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 8248896200000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0120R HSCEOP-07-F-01378	10B. DATED (SEE ITEM 11) 09/25/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) mutual agreement of the parties, far 43.103(a)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.


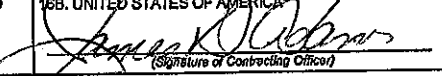
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 824889620
 Program POC: David Callender b2Low or Katherine Henderson b2Low
 Procurement POC: Paul Previch b2Low

The purpose of this modification is to move funds covered under CLIN 0001AM as ODC travel in the amount of \$ b4 and move them to CLIN 0001AN for other direct costs such as for a modest amount of hardware, software, supplies, and training. This will increase the funds available under CLIN 0001AN by \$ b4 from \$ b4 to \$ b4 and decrease the funds available under CLIN 0001AM by \$ b4 from \$ b4

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) MIKE M. ZAROU, VP of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/16/08
15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15E. DATE SIGNED 9/16/08

NSN 7540-01-152-6070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 83.243

PKA

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCOP-07-F-01378/P00004

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Period of Performance: 09/25/2008 to 09/24/2009 .				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 12/08/2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Attn: Paul Preovich Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) OPTIMUS CORPORATION 7926 JONES BRANCH DRIVE SUITE 900 MCLEAN VA 221023303	(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11) 09/25/2007	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0120R HSCEOP-07-F-01378 10B. DATED (SEE ITEM 11) 09/25/2007
CODE 8248896200000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule
Net Increase: \$773,886.75

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	option exercise, far 43.103(a)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 824889620
Program POC: David Callender b2Low or Katherine Henderson b2Low
Procurement POC: Paul Preovich b2Low

The purpose of this modification is to add funds to exercise the Option Period effective 9-25-08 to 9-24-09 for the following CLINs to provide additional assistance to the DROM program at DRO by performing the tasks outlined in the line items listed in this modification:

CLIN 1001AF - Financial Analyst - EVM (SME)
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Mike M. Zarou, VP of Contracts	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 12/8/08	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 12/8/08
<i>(Signature of person authorized to sign)</i>			<i>(Signature of Contracting Officer)</i>		

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

(Handwritten signature)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00005

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 1001AG - Functional Analyst (Sr.) - Quality Assurance CLIN 1001AH - Information Resource Management Analyst - Senior Architecture CLIN 1001AL - Technical Writer / Editor - Executive Admin Support</p> <p>This increases the amount obligated by \$773,886.75 from \$4,733,781.60 to \$5,507,668.35</p> <p>FAR 52.217-9 Option to Extend the Term of the Contract applies.</p> <p>All other terms and conditions remain the same. Delivery: 30 Days After Award Discount Terms: b2Low Delivery Location Code: OCIO DEPT HOMELAND SECURITY ICE-OCIO-SDD 801 I STREET NW SUITE 620 POC Raj Vellore WASHINGTON DC 20536 09</p> <p>FOB: Destination Period of Performance: 09/25/2008 to 09/24/2009</p> <p>Change Item 1001AF to read as follows (amount shown is the obligated amount):</p> <p>1001AF Financial Analyst: This role will monitor the schedule and cost of the program utilizing EVM. This role will also coordinate the input from vendors to have timely information entered into a system to track Earn Value and realize the proper execution of task called for in the SOW. Requisition No: 192109CIOSDD2DC03, DRO-07-DC01</p> <p>Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Accounting Info: b2Low</p> <p>Funded: b4</p> <p>Change Item 1001AG to read as follows (amount Continued ...</p>				

b4

NAME OF OFFEROR OR CONTRACTOR
OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	shown is the obligated amount):				
1001AG	<p>Functional Analyst (Senior): This role will track Key Performance Parameters to allow for continuous improvement at every step of the progression of the projects. Also, since the tracking of changes comes under this role, having a central repository and history allows lessons learned and reviews to occur more frequently. Requisition No: 192109CIOSDD2DC03, DRO-07-DC01</p> <p>Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$ b4</p> <p>Change Item 1001AH to read as follows (amount shown is the obligated amount):</p>			b4	
1001AH	<p>Information Resource Management Analyst: This resource will be responsible for the activities of integration management. This will be accomplished in terms of coordinating the SLM architectural reviews and become a liaison to the Enterprise Architecture group within OCIO. This position will work closely with the EA group in order to realize the alignment with ICE' Data Reference model and ICE and DHS Technical Reference models within the program. Additionally, to exercise due diligence in the area of FISMA compliance, this role will ensure that the Security Architecture is sufficient to meet the compliance needs of the Department. Requisition No: 192109CIOSDD2DC03, DRO-07-DC01</p> <p>Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: b4</p> <p>Continued ...</p>			b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0120R/HSCEOP-07-F-01378/P00005

PAGE OF
 4 4

NAME OF OFFEROR OR CONTRACTOR
 OPTIMUS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001AL	<p>Change Item 1001AL to read as follows (amount shown is the obligated amount):</p> <p>Technical Writer/Editor: This role will coordinate the critical daily activities that provide for the execution of task that enable the projects to continue in a smooth and efficient manner. These daily activities include but are not limited to travel arrangements, briefing preparation, and production support. Requisition No: 192109CIGSDD2DC03, DRO-07-DC01</p> <p>Accounting Info: SEE ATTACHMENT A Funded: \$0.00 Accounting Info:</p> <p>b2Low</p> <p>Funded: \$ b4</p>			b4	