

Company Name:
Windwalker Corporation

Contract Number:
GS-06F-0338Z (GS06F0338Z)

Order Number:
HSCETC-08-F-00023 (HSCETC08F00023)

Requisition/Reference Number:
SDD-08-TH20 (SDD08TH20)

Period of Performance:
8/29/2008 to 8/28/2009

Latest Modification Processed:
N/A

Services Provided:
Provides support in surveying development,
implementation, and reporting activities of the Secure
Communities Program.

2. CONTRACT NO. GS-06F-0338Z
 3. AWARD/EFFECTIVE DATE
 4. ORDER NUMBER HSCETC-08-F-00023
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **Ben Branch**
 a. NAME: Ben Branch
 b. TELEPHONE NUMBER (No collect calls): 202-353-
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: ICE/TC/IT SE
 CODE: ICE/TC/IT SE
 ICE/Info Tech Svs/IT Services
 Immigration and Customs Enforcement
 Office of Acquisition Management
 425 I Street NW, Suite 2208
 Washington DC 20536
 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100.00 % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 NAICS: HUBZONE SMALL BUSINESS
 SIZE STANDARD: SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS: Net 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO: ICE/CIO
 CODE: ICE/CIO
 ICE Chief Information Officer
 Immigration and Customs Enforcement
 801 I Street, NW
 Suite 700
 Washington DC 20536
 16. ADMINISTERED BY: ICE/TC/IT SERV
 CODE: ICE/TC/IT SERV
 ICE/Info Tech Svs/IT Services
 Immigration and Customs Enforcement
 Office of Acquisition Management
 425 I Street NW, Suite 2208
 Attn: Ben Branch
 Washington DC 20536

17a. CONTRACTOR/OFFEROR: WINDWALKER CORPORATION
 CODE: b2High
 FACILITY CODE:
 WINDWALKER CORPORATION
 1355 BEVERLY ROAD SUITE 330
 MCLEAN VA 221013651
 18a. PAYMENT WILL BE MADE BY: DHS, ICE
 CODE: ICE-OCIO-SDD
 Burlington Finance Center
 P.O. Box 1620
 Attn: ICE-OCIO-SDD
 Williston VT 05495-1620
 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
	DUNS Number: b2High Technical POC: Stephen Ressler b6 202 423 b6 Contract Specialist: Ben Branch 202-353- b6 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$101,037.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA 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 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (Type or print)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (Type or print): JoNelle M. Hildreth
 31c. DATE SIGNED: 29 Aug 08

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>ben.branch@dhs.gov</p> <p>Contracting Officer:</p> <p>Paul Osterhaus</p> <p>[REDACTED] b6</p> <p>202 307 [REDACTED] b6</p> <p>This Task Order is awarded under GSA STARS Contract GS-06F-0338Z. All terms and conditions of GS-06F-0338Z apply.</p> <p>Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ.</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:</p> <p>Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn:ICE-OCIO-SDD</p> <p>b. By facsimile (fax) at: 802-288-7658 (include Continued ...</p>				

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

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 COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____

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-06F-0338Z/HSCETC-08-F-00023

PAGE OF
 3 4

NAME OF OFFEROR OR CONTRACTOR
 WINDWALKER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 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 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>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-06F-0338Z/HSCETC-08-F-00023

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 4 4

NAME OF OFFEROR OR CONTRACTOR
 WINDWALKER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<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 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> <p>Accounting Info: <div style="background-color: black; color: gray; padding: 5px; text-align: center;">b2High</div> Period of Performance: 08/29/2008 to 08/28/2009</p>				
0001	Survey Development	1	EA	26,984.00	26,984.00
0002	Survey Implementation	1	EA	34,891.00	34,891.00
0003	Survey Reporting	1	EA	39,162.00	39,162.00
	<p>The total amount of award: \$101,037.00. The obligation for this award is shown in box 26.</p>				



Immigration and Customs Enforcement

**Secure Communities
Survey Support**

Statement of Work



Confidentiality Statement

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1.0 BACKGROUND

The Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Secure Communities Program Management Office support encompasses the coordination and implementation of processes to support a new, nationwide effort to improve public safety by identifying and removing criminal aliens.

In the FY 2008 DHS Appropriations Act, Congress provided the U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) to “improve and modernize efforts to identify aliens convicted of a crime, sentenced to imprisonment, and who may be deportable, and remove them from the United States once they are judged deportable.”

The U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) has responded to this Act by formulating a plan to improve community safety by transforming the way the federal government cooperates with state and local law enforcement agencies to identify, detain, and remove all criminal aliens held in custody. Secure Communities (SC) will revolutionize immigration enforcement by using technology to share information between law enforcement agencies and by applying risk-based methodologies to focus resources on assisting all local communities remove high-risk criminal aliens.

Although ICE has made considerable progress over the past several years in identifying and removing criminal aliens through its Criminal Alien Program (CAP), a fundamental change in ICE’s current approach is required to reach the goal of identifying and removing all aliens convicted of a crime. ICE currently screens 100 percent of all federal and state prisons, but has full coverage of only about 10 percent of the approximately 3,100 local jails throughout the United States. Leveraging emerging technology that shares law enforcement data between federal, state, and local law enforcement agencies, ICE is now able to expand coverage nationwide in a cost effective manner. Interoperability between the Federal Bureau of Investigation’s (FBI’s) Integrated Automated Fingerprint Identification System (IAFIS) and DHS’ Automated Biometric Identification System (IDENT) will help ICE and local law enforcement officers positively identify criminal aliens in prisons and jails.

To implement Secure Communities, ICE must conduct a survey to collect detailed requirements and input from its state and local law enforcement partners. ICE will collect information from law enforcement officials at over 3,500 state and local jails across the United States as part of the Secure Communities Initiative. The collection of information is facilitated by information technology permitting electronic submissions of responses via an online survey. This survey consists of 25 questions that will determine the fingerprint procedures and technological capabilities of state and local jails, governance, and basic jail booking statistics. This information will be used to prioritize and inform the implementation strategy of the Secure Communities plan. Secure Communities has a tight project schedule and must rapidly implement the survey to prioritize local sites and deliver a strategy for implementation.

2.0 SCOPE

The Contractor shall assist ICE in survey development, implementation, and reporting activities in support of the Secure Communities program.

The Contractor shall perform several functions critical to ICE's successful implementation of its Secure Communities survey. Chief among these will be developing an on-line survey consisting of 25 questions. A different set of questions will be provided whether the nominee is a state or local law enforcement agency. The survey will retain the look and feel of the ICE website. The SC Survey will be implemented through web-based administration featuring emails containing links to the Secure Communities survey web page. The data collection will occur via a secure system and the data will be stored and maintained within DHS facilities on government-furnished equipment. The Contractor shall also provide robust and customizable reporting and analysis of the data compiled. The Contractor shall work with ICE OCIO staff to ensure the survey meets DHS and OMB survey guidance, as well as ICE branding standards.

3.0 TASKS

This statement of work (SOW) outlines the contractor support requirements for assisting in the development, implementation, and reporting of the Secure Communities Survey.

3.1 Survey Development

The Contractor shall develop an on-line survey consisting of 25 questions. A different set of questions will be provided whether the nominee is a state or local law enforcement agency. The survey shall retain the look and feel of the ICE website. The survey site-mockup shall be delivered to the COTR within 2 weeks of start of contract. The final survey site and e-mails shall be delivered to the COTR within 30 days of start of contract.

3.2 Survey Implementation

The Contractor shall implement the survey through web-based administration featuring emails containing links to the Secure Communities survey web page. The Government anticipates that the survey will be distributed to over 3,500 state and local jails across the United States as part of the Secure Communities Initiative. The data collection will occur via a secure system and the data will be stored and maintained within DHS facilities on government-furnished equipment.

3.3 Survey Reporting

The Contractor shall also provide robust and customizable reporting and analysis of the data compiled. The Contractor shall work with the COTR to define the customizable reports necessary. The data in these reports will be used to prioritize and inform the implementation strategy.

4.0 DELIVERABLES

Below is a list of expected deliverables in support of the Secure Communities Survey Support.

Frequency	Date of Submission	Copies	ICE Distribution
As Identified	As Identified	(1) Hard Copies/ (1) Electronic Copy	COTR/As Identified

Deliverables	Doc. Type	Updated	Due Date
Survey Site Mock-Up	Draft	As Needed	Two Weeks After Start of Contract
Final Survey Site and Emails	Final	As Needed	No Later than 30 Days After Start of Contract

All deliverables shall be delivered in electronic form. The electronic copy can be delivered via email. All deliverables, including the electronic copy, which shall be written in MS Office 97 or a later version, shall be delivered to the following individuals:

Program Manager:
Immigration & Customs Enforcement
ATTN: **TBD**
801 I Street NW, Suite #
Washington, DC 20536
Tel No: 202-XXX-XXXX
E-mail: @dhs.gov

COTR:
Immigration & Customs Enforcement
ATTN: **TBD**
801 I Street, NW, Suite #
Washington, DC 20536
Tel No: 202-XXX-XXXX
E-mail: @dhs.gov

4.1 Monthly Activity Report

The Contractor(s) shall, as appropriate, provide monthly status reporting for each Task listed in this Statement of Work to the COTR. The status report shall include accomplishments, status of ongoing activities, management issues, recommendations for problem resolution, and upcoming activities.

4.2 Acceptance Criteria



ICE will accept or reject deliverables within 7 days after delivery. If rejected, the Contractor(s) shall make corrections as specified and resubmit the deliverable for review and approval within 7 days.

5.0 TRAVEL & OTHER DIRECT COSTS

5.1 General

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

The ODC total for all tasks should not exceed \$10,000. 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.

5.2 Travel

It is not anticipated that travel will be required.

5.3 Training

No training is anticipated at this time.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be date of award through 12 months.

7.0 KEY PERSONNEL

The Government has determined that all personnel under this contract are key personnel for this Scope of Work. The Contractor may designate other positions as necessary as key to the work to be performed under this contract.

8.0 PLACE OF PERFORMANCE

Personnel assigned to the performance of this call shall be required to work at Contractor site.

9.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)

The Government will provide laptop computer. The survey data will be stored and maintained within DHS facilities on Government-furnished equipment. The Contractor(s) shall keep and

maintain an inventory of Government-furnished equipment, which shall be made available to the COTR upon request.

10.0 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Secure Communities COTR, Program Manager and Staff shall provide initial familiarization, and any information manuals, texts, briefs and other materials associated with this task as required.

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

11.0 DHS HLS EA COMPLIANCE

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

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.
- In compliance with Office of Management and Budget (OMB) mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

12.0 SECURITY

A) General Clause

To ensure the security of the DHS/ICE information in their charge, ICE contractors and sub-contractors must adhere to the same computer security requirements and regulations as ICE federal employees unless an exception to policy is agreed to by the prime contractors, ICE ISSM and Contracting Officer and detailed in the contract. The DHS Rules of Behavior document apply to both DHS federal employees and DHS support contractors and sub-contractors.

B) Security Policy References Clause

The following three primary DHS/ICE IT Security requirements documents are applicable to contractor/subcontractor operations supporting Sensitive But Unclassified (SBU) based contracts. Additionally, ICE and its contractors must conform to other DHS Management Directives (MD) (Note: these additional MD documents appear on DHS-Online in the



Management Directives Section. Volume 11000 “Security and Volume 4000 “IT Systems” are of particular importance in the support of computer security practices)

- DHS 4300A Sensitive Systems Policy Directive (ICE OISS Intranet Site)
- DHS 4300A, IT Security Sensitive Systems Handbook (ICE OISS Intranet Site)
- ICE Directive, IT Security Policy Supplemental for SBU Systems (ICE OISS Intranet Site)

C) Contractor Information Systems Security Officer (ISSO) Point of Contact Clause

The Contractor must appoint and submit name to ICE Information Systems Security Manager (ISSM) for approval, via the ICE COTR, of a qualified individual to act as ISSO to interact with ICE personnel on any contractor IT security issues.

D) Protection of ICE Sensitive But Unclassified Information

The Contractor shall protect all DHS/ICE “sensitive information” to which the Contractor is granted physical or electronic access by adhering to the specific IT security requirements of this contract and the DHS/ICE security policies specified in the Reference Section above. Contractor shall ensure that their systems containing DHS/ICE information and data be protected from unauthorized access, modification and denial of service. Further, the data must be protected in order to ensure the privacy of individual’s personal information.

13.0 PERFORMANCE STANDARDS

The Contractor shall comply with all technology standards and architecture policies, processes, and procedures defined in ICE OCIO Architecture Division publications. These publications include, but are not limited to, the following:

- ICE Technical Architecture Guidebook
- ICE Systems Lifecycle Management (SLM) Manual
- ICE Enterprise Systems Assurance Plan
- ICE Architecture Test and Evaluation Plan and
- ICE Web Standards and Guidelines

The Contractor shall not deviate from the Technology Standards without approval granted by the Government via the formal Technology Change Process. If a deviation from the Technology Standards is desired, the Government Project Manager must submit a formal request to the Architecture Division for adjudication. The Contractor may not proceed with the deviation unless Architecture Division approves the formal request and grants a waiver to deviate from the Technology Standards. If Architecture Division approves the technology change request, the Contractor shall comply with all stipulations specified within the approval notification.

The Contractor shall not deviate from the SLM Process (including a Tailored SLM work pattern) without express approval granted by the Government Program Manager(s) via the formal Request for Deviation (RFD) Process. If a deviation from the SLM Process is desired, the Government Project Manager must submit a formal FRD to Architecture Division for

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

14.0 ACCESSIBILITY REQUIREMENTS

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

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

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

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

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

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

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



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

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

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

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

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

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



15.0 SECURITY REQUIREMENTS

15.1 GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract TBD 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.

15.2 SUITABILITY DETERMINATION

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

15.3 BACKGROUND INVESTIGATIONS

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

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)



2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
6. Authorization for Release of Medical Information

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

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

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

15.4 CONTINUED ELIGIBILITY

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

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

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

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on



rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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

15.5 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.

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

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

15.6 SECURITY MANAGEMENT

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

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

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



15.7 INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

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

15.8 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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