

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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


1 DATE OF ORDER 11/03/2008	2 CONTRACT NO (if any) HSHQDC-06-D-00019	6 SHIP TO	
3 ORDER NO HSHQDC-09-J-00001		4 REQUISITION/REFERENCE NO. RCAM-09-00001	
5 ISSUING OFFICE (Address correspondence to) Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528		b STREET ADDRESS 633 3rd Street NW	
7 TO		c CITY Washington	d STATE DC
8 NAME OF CONTRACTOR INTERNATIONAL BUSINESS MACHINES CORPORATION		e ZIP CODE 20529	
9 COMPANY NAME		f SHIP VIA	
c STREET ADDRESS 6710 ROCKLEDGE DRIVE ANN WEEMS MS183		8. TYPE OF ORDER	
d CITY BETHESDA		<input type="checkbox"/> a PURCHASE REFERENCE YOUR <input checked="" type="checkbox"/> b DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e STATE MD		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
f ZIP CODE 208171826			

9 ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE Department of Homeland Security	
11 BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B POINT Destination
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
13 PLACE OF		14 GOVERNMENT BA NO	15 DELIVER TO F.O.B POINT ON OR BEFORE (Date) 02/02/2009
a INSPECTION Destination	b ACCEPTANCE Destination		16 DISCOUNT TERMS Net 30

17 SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 835130485+0000 This Task Order establishes the United States Citizenship and Immigration Services (USCIS) Transformation Program Solutions Architect (SA). Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO	17 (H) TOTAL (Cont pages)
21 MAIL INVOICE TO			
a. NAME Dallas Finance Center	b. STREET ADDRESS P.O. Box 561567 Attn: Bolton/Sheffield		\$14,507,412.00
c. CITY Dallas	d. STATE TX	e. ZIP CODE 75356-1567	\$14,507,412.00

22 UNITED STATES OF AMERICA BY (Signature) 	23 NAME (Typed) William Thoreen TITLE CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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DATE OF ORDER

CONTRACT NO

ORDER NO.

11/03/2008

HSHQDC-06-D-00019

HSHQDC-09-J-00001

EM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUAN ACCE (G)
0001A	<p>This CLIN table is comprised of three types of CLINS:</p> <ol style="list-style-type: none"> 1) Base Period CLINS that have a period of performance of 3 months. 2) Increment/Release CLINS for the Increments and Releases, and 3) Option Period CLINS for ongoing services. <p>CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY 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.</p> <p>_____ SIGNATURE OF CONTRACTOR</p> <p>_____ NAME AND TITLE OF SIGNER</p> <p>_____ DATE SIGNED</p> <p>Admin Office: Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528</p> <p>Accounting Info: SYINTEA 000 NB 30-03-00-000 01-01-0000-00-00-00-00 GE-25-00-00 000000 Period of Performance: 11/03/2008 to 11/02/2013</p> <p>BASE PERIOD CLINS 0001A through 0001D have a Period of Performance from Date of Award - End of Month 3.</p> <p>Program/Organization Launch; The contractor Continued ...</p>				(b) (4)	

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

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

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DATE OF ORDER
11/03/2008

CONTRACT NO
HSHQDC-06-D-G0019

ORDER NO
HSHQDC-09-J-00001

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUAN ACCEP (G)
	<p>will perform a 3 month Program/Organization Launch period to establish organizational alignment and facilitate USCIS management and staffing readiness prior to proceeding with full program implementation. The contractor will perform activities associated with the required Integrated Baseline Review and participation in the 30 initial key decisions required of USCIS.</p> <p>PERIOD OF PERFORMANCE: Date of Award - End of Month 3 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4)</p>					
0001B	<p>ODCs: Travel and Other ODCs</p> <p>PERIOD OF PERFORMANCE: Date of Award - End of Month 3 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4)</p>				(b) (4)	
0001C	<p>IT Products: This CLIN will provide the hardware and software required to implement the IOE.</p> <p>Type: Fixed Unit Price</p> <p>PERIOD OF PERFORMANCE: Date of Award - End of Month 3 Lot Price: (b) (4)</p>				(b) (4)	
0001D	<p>Performance Based Award Fee: This CLIN provides for the Award Fee Pool.</p> <p>PERIOD OF PERFORMANCE: Date of Award - End of Month 3 Type: Award Fee Pool: (b) (4)</p>				(b) (4)	
Continued ...						

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

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DATE OF ORDER
11/03/2008

CONTRACT NO
HSHQDC-06-D-00019

ORDER NO
HSHQDC-09-J-00001

EM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANT ACCEP (G)
0002AA	<p>INCREMENT/RELEASE CLINS Transformation Solution Provider: This provides for all work related to Delivery of the Capabilities in Increment 1 (Releases 1-4) and Increment 2 (Releases 5-7).</p> <p>Increment 1 (OPTION): This provides for the planning, requirements and design of Releases 1-4. Increment 1 includes the following: Early Value Projects, Account Management, Core Case Management, and Extended Case Management culminating in delivery of end to end Citizenship capability. Period of Performance: Period of thirty (30) Months from date Option is Exercised Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>				0.00	
0002AB	<p>Release 1 (OPTION): Early Value Projects: This release will provide a series of quick wins that contain the following: Benefits Case Management; Electronic Content Management, Risk and Fraud Management, and Agency and Knowledge Management. See Section 1.3.8 for additional detail. Period of Performance: Period of nine (9) Months from date Option is Exercised Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>				0.00	
0002AC	<p>Release 2 (OPTION): Account Management: This release will establish the account management services and additional enterprise-wide services for electronic content and risk management. Release 2 Continued ...</p>				0.00	

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

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HSHQDC-06-D-00019

ORDER NO
HSHQDC-09-J-00001

LINE NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANT ACCEPT (G)
	<p>includes development and and/or change in the following areas: Account Management, Electronic Content Management, Risk and Fraud Management, and Agency and Knowledge Management. See Section 1.3.9 for additional detail.</p> <p>Period of Performance: Period of fourteen (14) Months from date Option is Exercised Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>					
0002AD	<p>Release 3 (OPTION): Core Case Management: This release will provide foundational end-to-end Citizenship case management functionality. Link to the account service for a person centric account based environment and additional enterprise-wide services in electronic content and risk management. Contained in this release are the following: Account Management, Benefits Case Management, Electronic Content Management, Risk and Fraud Management, Agency and Knowledge Management. See Section 1.3.10 for additional detail.</p> <p>Period of Performance: Period of fifteen (15) Months from date Option is Exercised Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>				0.00	
0002AE	<p>Release 4 (OPTION): Extended Case Management: This release will extend the foundational case management functionality primarily for Citizenship case work. New functionality automates partner agency data interfaces. Legacy Citizenship and Continued ...</p>				0.00	

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**ORDER FOR SUPPLIES OR SERVICES
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ORDER NO

11/03/2008

HSHQDC-06-D-00019

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Scheduling systems can be retired at the end of this release, and potentially FIPS. Contained in this release are the following: Account Management, Benefits Case Management, Electronic Content Management, Agency and Knowledge Management. See Section 1.3.11 for additional detail.</p> <p>Period of Performance: Period of sixteen (16) Months from date Option is Exercised Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>					
0002BA	<p>Increment 2 (OPTION): This provides for the planning, requirements and design of Releases 5 - 7. Increment 2 culminates with the delivery of capabilities for Humanitarian, Immigrant, and Non-Immigrants Lines of Business.</p> <p>Period of Performance: Period of forty-five (45) Months from date Option is Exercised Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>				0.00	
0002BB	<p>Release 5 (OPTION): Immigrant Case Management: This release will extend the case management functionality and implement it for Immigration benefit case work. Contained in this release are the following: Account Management, Benefits Case Management, Risk and Fraud Management, and Agency and Knowledge Management. See Section 1.3.13 for additional detail.</p> <p>Period of Performance: Period of sixteen (16) Months from date Option is Exercised Continued ...</p>				0.00	

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**ORDER FOR SUPPLIES OR SERVICES
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CONTRACT NO
HSHQDC-06-D-00019

ORDER NO.
HSHQDC-09-J-00001

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTIT ACCEPTED (G)
0002BC	<p>Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p> <p>Release 6 (OPTION): Humanitarian Case Management: This release will extend the case management functionality and implement it for Humanitarian benefit case work. The RAPS system can be decommissioned. Contained in this release are the following: Benefits Case Management, Risk and Fraud Management, and Agency and Knowledge Management. See Section 1.3.14 for additional detail.</p> <p>Period of Performance: Period of fourteen (14) Months from date Option is Exercised Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>				0.00	
J002BD	<p>Release 7 (OPTION): Non-Immigrant Case Management: This release will extend the case management functionality and implement it for Non-Immigration benefit case work. The G-22 data collection system is decommissioned along with the other legacy benefit case processing systems in service. Contained in this release are the following: Benefits Case Management, Risk and Fraud Management, Agency and Knowledge Management. See Section 1.3.15 for additional detail.</p> <p>Period of Performance: Period of twenty-three (23) Months from date Option is Exercised Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Continued ...</p>				0.00	

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CONTRACT NO
HSHQDC-06-D-00019

ORDER NO
HSHQDC-09-J-00001

EM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTIT ACCEPTED (G)
	Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)					
	OPTION PERIOD 1 CLINs 1001A through 1007 have a Period of Performance from Month 4 - Month 15.					
1001A	Program Management: This CLIN will provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. PERIOD OF PERFORMANCE: Month 4 - Month Fifteen (15) Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
1001B	Organizational Change: This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new Integrated Operating Environment. PERIOD OF PERFORMANCE: Month 4 - Month Fifteen (15) Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
1001C	Architecture and Engineering: This CLIN will provide an architecture and systems engineering solution that expedites the deployment of capabilities and retirement of outdated legacy systems. That includes Continued ...				0.00	

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DATE OF ORDER	CONTRACT NO	ORDER NO
11/03/2008	HSHQDC-06-D-00019	HSHQDC-09-J-00001

M NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTIT ACCEPTED (G)
	deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. PERIOD OF PERFORMANCE: Month 4 - Month Fifteen (15) Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)					
1003	Transformation IT Services Provider: This CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. PERIOD OF PERFORMANCE: Month 4 - Month Fifteen (15) Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
1004A	IT Products: This CLIN will provide the hardware and software required to implement the IOE. Type: Fixed Unit Price PERIOD OF PERFORMANCE: Month 4 - Month Fifteen (15) Lot Price: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
1004B	ODCs: Travel and Other ODCs. PERIOD OF PERFORMANCE: Month 4 - Month Fifteen (15) Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
	Continued ...					

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

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DATE OF ORDER 11/03/2008	CONTRACT NO HSHQDC-06-D-00019	ORDER NO HSHQDC-09-J-00001
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SM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1005	<p>Business Process Services: This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government.</p> <p>PERIOD OF PERFORMANCE: Month 4 - Month Fifteen (15)</p> <p>Type: CPAF</p> <p>Estimated Cost: (b) (4)</p> <p>Base Fee: (b) (4)</p> <p>Total Estimated Cost Plus Base Fee: (b) (4)</p> <p>Amount: \$0.00 (Option Line Item)</p>				0.00	
1007	<p>Performance Based Award Fee: This CLIN provides for the Award Fee Pool.</p> <p>PERIOD OF PERFORMANCE: Month 4 - Month Fifteen (15)</p> <p>Type: Award Fee Pool: (b) (4)</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>OPTION PERIOD 2</p> <p>CLINs 2001A through 2007 have a Period of Performance from Month 16 - Month 27.</p>				0.00	
2001A	<p>Program Management: This CLIN will provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program.</p> <p>PERIOD OF PERFORMANCE: Month 16 - Month 27</p> <p>Type: CPAF</p> <p>Estimated Cost: (b) (4)</p> <p>Base Fee: (b) (4)</p> <p>Total Estimated Cost Plus Base Fee: (b) (4)</p> <p>Amount: \$0.00 (Option Line Item)</p>				0.00	
2001B	<p>Organizational Change: This CLIN will provide the support necessary to implement the organizational change activities to Continued ...</p>				0.00	

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

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

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

DATE OF ORDER

CONTRACT NO

ORDER NO

11/03/2008

HSHQDC-06-D-00019

HSHQDC-09-J-00001

FM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTIT ACCEPTED (G)
	Include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new Integrated Operating Environment. PERIOD OF PERFORMANCE: Month 16 - Month 27 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)					
2001C	Architecture and Engineering: This CLIN will provide an architecture and systems engineering solution that expedites the deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. PERIOD OF PERFORMANCE: Month 16 - Month 27 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
2003	Transformation IT Services Provider: This CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. PERIOD OF PERFORMANCE: Month 16 - Month 27 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
2004A	IT Products: This CLIN will provide the hardware and software required to implement the IOE. Type: Fixed Unit Price Continued ...				0.00	

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

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DATE OF ORDER 11/03/2009	CONTRACT NO HSHQDC-06-L-00019	ORDER NO HSHQDC-09-J-00001
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M NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANT ACCEPT (G)
	PERIOD OF PERFORMANCE: Month 16 - Month 27 Lot Price: (b) (4) Amount: \$0.00 (Option Line Item)					
2004B	CDCs: Travel and Other ODCs: PERIOD OF PERFORMANCE: Month 16 - Month 27 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
2005	Business Process Services: This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government. PERIOD OF PERFORMANCE: Month 16 - Month 27 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
007	Performance Based Award Fee: This CLIN provides for the Award Fee Pool. PERIOD OF PERFORMANCE: Month 16 - Month 27 Type: Award Fee Pool: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
	OPTION PERIOD 3 CLINs 3001A through 3007 have a Period of Performance from Month 28 - Month 39.					
1A	Program Management: This CLIN will provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. Continued ...				0.00	

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

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DATE OF ORDER 11/03/2008	CONTRACT NO HSHQDC-06-D-00019	ORDER NO HSHQDC-09-J-00001
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M NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUAN ACCEP (G)
	PERIOD OF PERFORMANCE: Month 28 - Month 39 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
3001B	Organizational Change: This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new Integrated Operating Environment. PERIOD OF PERFORMANCE: Month 28 - Month 39 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
001C	Architecture and Engineering: This CLIN will provide an architecture and systems engineering solution that expedites the deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. PERIOD OF PERFORMANCE: Month 28 - Month 39 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
13	Transformation IT Services Provider: This CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. PERIOD OF PERFORMANCE: Month 28 - Month 39 Continued ...				0.00	

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DATE OF ORDER 11/03/2009	CONTRACT NO HSHQDC-06-D-00019	ORDER NO HSHQDC-09-J-00001
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M NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUAN ACCE (G)
	Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: \$ (b) (4) Amount: \$0.00 (Option Line Item)					
3004A	IT Products: This CLIN will provide the hardware and software required to implement the IOE. Type: Fixed Unit Price PERIOD OF PERFORMANCE: Month 28 - Month 39 Lot Price: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
3004B	ODCs: Travel and Other ODCs: PERIOD OF PERFORMANCE: Month 28 - Month 39 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
005	Business Process Services: This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government. PERIOD OF PERFORMANCE: Month 28 - Month 39 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
07	Performance Based Award Fee: This CLIN provides for the Award Fee Pool. PERIOD OF PERFORMANCE: Month 28 - Month 39 Months Type: Award Fee Pool: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
	Continued ...					

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

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MNO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	D AC
4001A	<p>OPTION PERIOD 4 CLINs 4001A through 4007 have a Period of Performance from Month 40 - Month 51.</p> <p>Program Management: This CLIN will provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. PERIOD OF PERFORMANCE: Month 40 - Month 51 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>				0.00	
001B	<p>Organizational Change: This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new Integrated Operating Environment. PERIOD OF PERFORMANCE: Month 40 - Month 51 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>				0.00	
11C	<p>Architecture and Engineering: This CLIN will provide an architecture and systems engineering solution that expedites the deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. PERIOD OF PERFORMANCE: Month 40 - Month 51 Type: CPAF Estimated Cost: (b) (4) Continued ...</p>				0.00	

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

... on packages and papers with contract and/or order numbers

DATE OF ORDER		CONTRACT NO		ORDER NO			
11/03/2008		HSHQDC-G6-C-00019		HSHQDC-09-J-00001			
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)	
	Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)						
4003	Transformation IT Services Provider: This CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. PERIOD OF PERFORMANCE: Month 40 - Month 51 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00		
1004A	IT Products: This CLIN will provide the hardware and software required to implement the IOE. Type: Fixed Unit Price PERIOD OF PERFORMANCE: Month 40 - Month 51 Lot Price: (b) (4) Amount: \$0.00 (Option Line Item)				0.00		
004B	ODCs: Travel and Other ODCs: PERIOD OF PERFORMANCE: Month 40 - Month 51 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00		
05	Business Process Services: This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government. PERIOD OF PERFORMANCE: Month 40 - Month 51 Type: CPAF Continued ...				0.00		
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))							

... packages and papers with contract and/or order numbers

DATE OF ORDER 11/03/2009 CONTRACT NO HSHQDC-06-D-00019 ORDER NO HSHQDC-09-J-00001

M NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUAN ACCEI (G)
	Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)					
4007	Performance Based Award Fee: This CLIN provides for the Award Fee Pool. PERIOD OF PERFORMANCE: Month 40 - Month 51 Type: Award Fee Pool: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
	OPTION PERIOD 5 CLINs 5001A through 5007 have a Period of Performance from Month 52 - Month 60.					
5001A	Program Management: This CLIN will provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. PERIOD OF PERFORMANCE: Month 52 - Month 60 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
01B	Organizational Change: This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new Integrated Operating Environment. PERIOD OF PERFORMANCE: Month 52 - Month 60 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item) Continued ...				0.00	

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

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

DATE OF ORDER 11/03/2008 CONTRACT NO HSHQDC-06-D-00019 ORDER NO HSHQDC-09-J-00001

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
5001C	Architecture and Engineering: This CLIN will provide an architecture and systems engineering solution that expedites the deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. PERIOD OF PERFORMANCE: Month 52 - Month 60 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
5003	Transformation IT Services Provider: This CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. PERIOD OF PERFORMANCE: Month 52 - Month 60 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
504A	IT Products: This CLIN will provide the hardware and software required to implement the IOE. Type: Fixed Unit Price PERIOD OF PERFORMANCE: Month 52 - Month 60 Lot Price: (b) (4) Amount: \$0.00 (Option Line Item)				0.00	
504B	ODCs: Travel and Other ODCs: PERIOD OF PERFORMANCE: Month 52 - Month 60 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Continued ...				0.00	

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

... papers with contract and/or order numbers

DATE OF ORDER 11.03.2008	CONTRACT NO HSHQDC-06-D-00019	ORDER NO HSHQDC-09-J-00001
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TM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	A
5005	<p>Amount: \$0.00 (Option Line Item)</p> <p>Business Process Services: This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government.</p> <p>PERIOD OF PERFORMANCE: Month 52 - Month 60 Type: CPAF Estimated Cost: (b) (4) Base Fee: (b) (4) Total Estimated Cost Plus Base Fee: (b) (4) Amount: \$0.00 (Option Line Item)</p>				0.00	
5007	<p>Performance Based Award Fee: This CLIN provides for the Award Fee Pool.</p> <p>PERIOD OF PERFORMANCE: Month 52 - Month 60 Type: Award Fee Pool: (b) (4) Amount: \$0.00 (Option Line Item) TOTAL ESTIMATED COSTS INCLUDING BASE AND ALL OPTIONS INCLUDING AWARD FEE POOL: \$491,097,843.00.</p> <p>The total amount of award: \$14,507,412.00. The obligation for this award is shown in box 17(i).</p>				0.00	

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

Section 1: SUPPLIES AND/OR SERVICES AND PRICES/COSTS

1.1 General

This Task Order establishes the United States Citizenship and Immigration Services (USCIS) Transformation Program Solutions Architect (SA). The SA provides services to modernize and transform USCIS business processes into an Integrated Operational Environment (IOE) for USCIS. Services the SA will perform include business process reengineering (BPR), design, development, integration, testing, documentation, training, operation, and maintenance of USCIS business processes.

1.2 Type of Task Order

This is a hybrid task order with primarily Cost-Plus Award Fee (CPAF) Contract Line Items (CLINs) with the exception of CLIN 0001C and Sub-CLIN X004A, which are Firm Fixed Unit Price. The Base Fee amount is (b) of the total cost and is included in the CPAF CLINs. The performance-based award fee pool is (b) of the total cost and is based on achievement of metrics defined in the Award Fee Plan. (4)

The total estimated costs plus award fee for this Task Order, if all options are exercised, is \$491,097,843.

For the CLINs that occur on an annual basis for recurring services, the base period and Option periods for this Task Order are as follows:

Description	Length of Period	Date
Base Period	3 Months	11/03/2008 – 2/02/2009
Option Period 1	12 Months	2/03/2009 – 2/02/2010
Option Period 2	12 Months	2/03/2010 – 2/02/2011
Option Period 3	12 Months	2/03/2011 – 2/02/2012
Option Period 4	12 Months	2/03/2012 – 2/02/2013
Option Period 5	9 Months	2/03/2013 – 11/02/2013
TOTAL	60 Months	

For the Increment/Release CLINs, the option periods of performance are as follows:

Description	CLIN	Length of Period (from Date Option is Exercised)	Anticipated Month Start
Increment 1	0002AA	30 Months	4
Release 1	0002AB	9 Months	4
Release 2	0002AC	14 Months	6
Release 3	0002AD	15 Months	10
Release 4	0002AE	16 Months	18
Increment 2	0002BA	45 Months	16
Release 5	0002BB	16 Months	22
Release 6	0002BC	14 Months	30
Release 7	0002BD	23 Months	36

Increment/Release CLINs are dependent on Option Period CLINs being activated and will be not be exercised before successful completion of the following:

Increment/Release to be Exercised	Criteria
Increment 1	Program Launch IBR
Release 1	Program Launch IBR
Release 2	Increment 1 Planning Review (PR)
Release 3	Release 2 Requirements Review (RR)
Release 4	Release 3 Requirements Review (RR)
Increment 2	Release 2 Release Readiness Review (RRR)
Release 5	Increment 2 Planning Review (PR)
Release 6	Release 5 Requirements Review (RR)
Release 7	Release 6 Requirements Review (RR)

1.3 Services to Be Performed

1.3.1 Base Period (3 Months) – Program/Organization Launch

Period of Performance: 11/03/2008 – 2/02/2009
 CLINs: 0001A, 0001B, 0001C and 0001D.

1.3.1.1 Program/Organization Launch (CLIN 0001A)

The Program/Organizational Launch shall be performed beginning on the effective date of the Task Order and shall be completed three (3) months thereafter. The Transformation Program Office (TPO) will conduct an initial Integrated Baseline Review (IBR) to agree upon program goals, ensure a common understanding of the end state, and establish a common definition of success. IBR preparation includes the development of all materials necessary for a comprehensive discussion of the program’s plan, strengths and risks associated with technical, organizational change, schedule, cost and resource management processes. During the Program/ Organization Launch, the contractor will perform post-award activities including the development of the detailed Program Management Plan (PMP) for the Transformation Program. The detailed PMP will identify the work activities to be performed, the resources assigned to perform the activities, the dates on which each activity will be completed, the deliverables that will be received, and the performance measures that will be used by the contractor and USCIS to identify progress on this effort. The PMP will initially focus on Increment 1 (Releases 1-4) details. The PMP will identify and describe the key decision points for USCIS that affect continuation of performance. The PMP will become the Program baseline and will be a key factor in determining contractor performance. During the Program/Organization Launch period of performance, the contractor will provide the final version of the following deliverables: PMP, Communications Plan, Organizational Change Management Plan, Enterprise Level Training Plan, Configuration Management Plan, Risk Management Plan, Performance Measurement Plan, QASP, Quality Assurance Plan, and Release One Planning/Review ITLM Deliverables and Work Products.

Expected outcomes upon completion of Program/Organization Launch:

- Agreement between the government and Contractor regarding
 - Cost Baseline
 - Integrated Schedule Baseline
 - WBS / SOW Baseline
 - Performance Measurement Baseline
 - Risk and Issue Management Baseline

- Government and Contractor program control processes integrated
 - Earned Value Management
 - Risk Management
 - Configuration and Document Management
 - Quality Planning, Assurance and Control Management
 - Program Governance and Operating Model

Program/Organization Launch: The Government will monitor performance via the following metrics included in the QASP and Award Fee Plan:

- Successful achievement of Increment 1 IBR according to plan.
 - Variance (in days) = IMS planned date minus IMS actual date Success is measured by achieving documented approval by all Program Integrated Product Team (PIPT) members regarding program baselines, business and technical solution, Government commitment requirements, schedule, and performance measurements.
- Project cost vs. budget performance
 - Planned Costs compared to Actual Costs
- Staffing executed vs plan
 - Number of Complete and Accurate Personnel Background Clearance Documents Submitted According to Task Order Section 5.7.3
- Quality and Timeliness in Submission of Deliverables According to Exhibit 2.1 of IBM's Three Month Plan of 10/14/08
 - Variance (in days) = Deliverables Schedule in Exhibit 2.1

1.3.2 Option Period 1 (12 months)

Period of Performance: 2/03/2009 – 2/02/2010

Associated CLINs: 1001A, 1001B, 1001C, 1003, 1004A, 1004B, 1005 & 1007.

1.3.2.1 Program Management (CLIN 1001A)

Provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. To include the following areas of support:

- **Program Planning:** Supervise plan execution by developing procedures and planning and directing the execution of the technical, programmatic, maintenance and administration support to include the monitoring and reporting of the program.
- **Contract Management:** Support the contract management of the SA contract to include subcontract management and procurement activities.
- **Program Controls:** Provide the financial and schedule tracking for the program to include earned value management, invoicing and management reporting.
- **Process Management:** Provide the support necessary to develop, manage, and administer the program's quality assurance, risk, and configuration management processes.
- **Data and Process Improvement:** Provide process improvement support along with lifecycle compliance reporting and managing the program's deliverable and work products to include reference materials provided by the government.
- **Personnel and Security:** Provide the resource management for the program to include the responsibility for contractor staffing, training, travel, verification of employment eligibility, on-boarding and program exiting.
- **Privacy:** Provide the business and technical support in developing, implementing and maintaining a privacy program for the program.

Expected program management outcomes:

- Clear, concise and comprehensive data provided to USCIS supports CPIC, EA and other investment, planning and governance activities
- Program governance and supporting structures provides mechanism for effective management of multiple stakeholders, contracts and agreements across USCIS, DHS and other stakeholder organizations
- Methodologies and tools enable effective tracking, reporting and management of progress toward planned goals and measures that support timely and accurate decisions
- Comprehensive program and technical risk management decreases probability and impact of adverse events to the program
- Retention of contractor employees is maximized
- Performance measurement system for service delivery utilizes appropriate indicators that identify relevant outcomes and other performance criteria to be addressed, and measures that performance
- Baseline measures for tracking and implementing processes to achieve and maintain a high degree of customer and employee satisfaction

Program Management CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for program management related deliverables; cost performance variance

1.3.2.2 Organizational Change (CLIN 1001B)

This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new Integrated Operating Environment.

- **Stakeholder Engagement and Outreach:** Provide the resources for developing key stakeholder maps and coordination and implementation of an integrated stakeholder management plan.
- **Develop Change Leaders:** Design, develop, and execute a program to promote an understanding of the transformation program within and external to USCIS. This will include the establishment of councils and committees to focus on changes to occur within USCIS.
- **Communicate Change:** Provide strategic communications planning, development and delivery of communications for the transformation program.
- **Train USCIS Staff:** Develop and implement a detailed student-centric training plan at the organizational level that can be utilized at the release level to provide training.
- **Transition Support:** Provide the Organizational Change Management Plan as well as an array of organizational and stakeholder-related impact analyses and recommendations for action or coordination across the transformation program.

Expected organizational change outcomes:

- Frequent and continuous communication between Transformation Program Management Office, USCIS internal and external stakeholders and other contractors, as applicable.
- Risks are mitigated and opportunities are exploited as necessary organizational changes are implemented
- Organizational change readiness is ensured prior to implementing change
- Training program integrates business process and IT changes
- Seamless transitioning of activities to the government or another contractor, when necessary
- Seamless transition from existing operational environment to the new Integrated Operational Environment (IOE)

Organizational Change CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for organizational change activities; cost performance variance

1.3.2.3 Architecture and Engineering (CLIN 1001C)

This CLIN will provide an architecture and systems engineering solution that expedites the solution evaluation and definition, deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. Architecture and engineering includes the development and execution of detailed transition plans that contain clearly defined dependencies and impacts. Architecture and engineering also includes working with program and technical management to ensure integration of these transition plans into the IOE implementation plan and the effective ongoing management and execution of these transition plans. This task will include the ability to perform business, performance, service, data and technical architectural analysis and modeling of existing and proposed solutions and services prior to initiating full scale development activities, including providing inputs and updates to architectural reference models (e.g., PRM, BRM, SRM, DRM and TRM) to USCIS Enterprise Architecture. This task will include the development and ongoing maintenance of USCIS business performance and simulation models of the as-is and to-be environments, as well as evaluating solution component sourcing alternatives.

Expected architecture and engineering outcomes:

- Flexibility and agility to meet mandated, future functional, technical, legal, and operational requirements
- Architecture supports integration of services, increases operational efficiency, and maximizes USCIS' ability to divest non-mission related functions
- Maximum utilization of service oriented architecture, web services, and other proven technologies for developing a comprehensive, person-centric electronic national filing and adjudication system, and required systems interfaces
- Enhanced data integrity and data sharing capabilities with other federal, state and local agencies as well as international and private entities
- Integrated Operational Environment based on commercially available products, practices, processes, and solutions that have been proven to be successful
- Addresses all security and privacy requirements
- Expedited implementation of capabilities through incremental delivery
- Seamless, flexible, and logical integration of data supporting business processes provides improved decision integrity
- Comprehensive, workable, and cost effective decommissioning of the legacy systems that become obsolete upon implementation of the new IOE

Architecture and Engineering CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for architecture and engineering related deliverables; cost performance variance

1.3.2.4 Transformation IT Service Provider (CLIN 1003)

The CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. This task includes the support of Production and Non-Production operating environments to include application and middleware support, infrastructure support, Tier II and Tier III Help Desk support and reporting for the transformed production system. In addition provide production change, release and configuration management. This task will also include the collection, management and evaluation of all the COTS licenses that support the transformed business environment with the goal of leveraging existing licenses for re-use and suspension of maintenance.

Expected Transformation IT service provider outcomes:

- Transparent Data Center operations
- Successful and timely resolution of Tier II and Tier III help desk calls
- System maintenance and bug fixes of deployed releases identified and resolved in a timely manner.

Transformation IT Service Provider CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Measure of time to maintain and enhance deployed releases based on level of complexity.
- Measure of actual system downtime in order to deploy releases and schedule software upgrades based on planned maintenance window.
- Successful deployment of scheduled patches and updates.

1.3.2.5 Business Process Services (CLIN 1005)

This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government.

Expected business process services outcomes:

- Reduced government burden to the greatest extent possible for non-mission related activities

Business Process Services CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business process services related deliverables; cost performance variance

1.3.3 Option Period 2 (12 Months)

Period of Performance: 02/03/2010 – 02/02/2011

Associated CLINs: 2001A, 2001B, 2001C, 2003, 2004A, 2004B, 2005 & 2007.

1.3.3.1 Program Management (CLIN 2001A)

Provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. To include the following areas of support:

- **Program Planning:** Supervise plan execution by developing procedures and planning and directing the execution of the technical, programmatic, maintenance and administration support to include the monitoring and reporting of the program.
- **Contract Management:** Support the contract management of the SA contract to include subcontract management and procurement activities.
- **Program Controls:** Provide the financial and schedule tracking for the program to include earned value management, invoicing and management reporting.
- **Process Management:** Provide the support necessary to develop, manage, and administer the program's quality assurance, risk, and configuration management processes.
- **Data and Process Improvement:** Provide process improvement support along with lifecycle compliance reporting and managing the program's deliverable and work products to include reference materials provided by the government.
- **Personnel and Security:** Provide the resource management for the program to include the responsibility for contractor staffing, training, travel, verification of employment eligibility, on-boarding and program exiting.
- **Privacy:** Provide the business and technical support in developing, implementing and maintaining a privacy program for the program.

Expected program management outcomes:

- Clear, concise and comprehensive data provided to USCIS supports CPIC, EA and other investment, planning and governance activities
- Program governance and supporting structures provides mechanism for effective management of multiple stakeholders, contracts and agreements across USCIS, DHS and other stakeholder organizations
- Methodologies and tools enable effective tracking, reporting and management of progress toward planned goals and measures that support timely and accurate decisions
- Comprehensive program and technical risk management decreases probability and impact of adverse events to the program
- Retention of contractor employees is maximized
- Performance measurement system for service delivery utilizes appropriate indicators that identify relevant outcomes and other performance criteria to be addressed, and measures that performance
- Baseline measures for tracking and implementing processes to achieve and maintain a high degree of customer and employee satisfaction

Program Management CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for program management related deliverables; cost performance variance

1.3.3.2 Organizational Change (CLIN 2001B)

This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new IOE.

- **Stakeholder Engagement and Outreach:** Provide the resources for developing key stakeholder maps and coordination and implementation of an integrated stakeholder management plan.
- **Develop Change Leaders:** Design, develop, and execute a program to promote an understanding of the transformation program within and external to USCIS. This will include the establishment of councils and committees to focus on changes to occur within USCIS.

- **Communicate Change:** Provide strategic communications planning, development and delivery of communications for the transformation program.
- **Train USCIS Staff:** Develop and implement a detailed student-centric training plan at the organizational level that can be utilized at the release level to provide training.
- **Transition Support:** Provide the Organizational Change Management Plan as well as an array of organizational and stakeholder-related impact analyses and recommendations for action or coordination across the transformation program.

Expected organizational change outcomes:

- Frequent and continuous communication between Transformation Program Management Office, USCIS internal and external stakeholders and other contractors, as applicable.
- Risks are mitigated and opportunities are exploited as necessary organizational changes are implemented
- Organizational change readiness is ensured prior to implementing change
- Training program integrates business process and IT changes
- Seamless transitioning of activities to the government or another contractor, when necessary
- Seamless transition from existing operational environment to the new IOE

Organizational Change CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for organizational change activities; cost performance variance

1.3.3.3 Architecture and Engineering (CLIN 2001C)

This CLIN will provide an architecture and systems engineering solution that expedites the solution evaluation and definition, deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. Architecture and engineering includes the development and execution of detailed transition plans that contain clearly defined dependencies and impacts. Architecture and engineering also includes working with program and technical management to ensure integration of these transition plans into the IOE implementation plan and the effective ongoing management and execution of these transition plans. This task will include the ability to perform business, performance, service, data and technical architectural analysis and modeling of existing and proposed solutions and services prior to initiating full scale development activities, including providing inputs and updates to architectural reference models (e.g., PRM, BRM, SRM, DRM and TRM) to USCIS Enterprise Architecture. This task will include the development and ongoing maintenance of USCIS business performance and simulation models of the as-is and to-be environments, as well as evaluating solution component sourcing alternatives.

Expected architecture and engineering outcomes:

- Flexibility and agility to meet mandated, future functional, technical, legal, and operational requirements
- Architecture supports integration of services, increases operational efficiency, and maximizes USCIS' ability to divest non-mission related functions
- Maximum utilization of service oriented architecture, web services, and other proven technologies for developing a comprehensive, person-centric electronic national filing and adjudication system, and required systems interfaces
- Enhanced data integrity and data sharing capabilities with other federal, state and local agencies as well as international and private entities
- IOE based on commercially available products, practices, processes, and solutions that have been proven to be successful

- Addresses all security and privacy requirements
- Expedited implementation of capabilities through incremental delivery
- Seamless, flexible, and logical integration of data supporting business processes provides improved decision integrity
- Comprehensive, workable, and cost effective decommissioning of the legacy systems that become obsolete upon implementation of the new IOE

Architecture and Engineering CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for architecture and engineering related deliverables; cost performance variance

1.3.3.4 Transformation IT Service Provider (CLIN 2003)

The CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. This task includes the support of Production and Non-Production operating environments to include application and middleware support, infrastructure support, Tier II and Tier III Help Desk support and reporting for the transformed production system. In addition provide production change, release and configuration management. This task will also include the collection, management and evaluation of all the COTS licenses that support the transformed business environment with the goal of leveraging existing licenses for re-use and suspension of maintenance.

Expected Transformation IT service provider outcomes:

- Transparent Data Center operations
- Successful and timely resolution of Tier II and Tier III help desk calls,
- System maintenance and bug fixes of deployed releases identified and resolved in a timely manner.

Transformation IT Service Provider CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Measure of time to maintain and enhance deployed releases based on level of complexity.
- Measure of actual system downtime in order to deploy releases and schedule software upgrades based on planned maintenance window.
- Successful deployment of scheduled patches and updates.

1.3.3.5 Business Process Services (CLIN 2005)

The CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government.

Expected business process services outcomes:

- Reduced government burden to the greatest extent possible for non-mission related activities

Business Process Services CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business process services related deliverables; cost performance variance

1.3.4 Option Period 3 (12 Months)

Period of Performance: 02/03/2011 – 02/02/2012

Associated CLINs: 3001A, 3001B, 3001C, 3003, 3004A, 3004B, 3005 & 3007.

1.3.4.1 Program Management (CLIN 3001A)

Provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. To include the following areas of support:

- **Program Planning:** Supervise plan execution by developing procedures and planning and directing the execution of the technical, programmatic, maintenance and administration support to include the monitoring and reporting of the program.
- **Contract Management:** Support the contract management of the SA contract to include subcontract management and procurement activities.
- **Program Controls:** Provide the financial and schedule tracking for the program to include earned value management, invoicing and management reporting.
- **Process Management:** Provide the support necessary to develop, manage, and administer the program's quality assurance, risk, and configuration management processes.
- **Data and Process Improvement:** Provide process improvement support along with lifecycle compliance reporting and managing the program's deliverable and work products to include reference materials provided by the government.
- **Personnel and Security:** Provide the resource management for the program to include the responsibility for contractor staffing, training, travel, verification of employment eligibility, on-boarding and program exiting.
- **Privacy:** Provide the business and technical support in developing, implementing and maintaining a privacy program for the program.

Expected program management outcomes:

- Clear, concise and comprehensive data provided to USCIS supports CPIC, EA and other investment, planning and governance activities
- Program governance and supporting structures provides mechanism for effective management of multiple stakeholders, contracts and agreements across USCIS, DHS and other stakeholder organizations
- Methodologies and tools enable effective tracking, reporting and management of progress toward planned goals and measures that support timely and accurate decisions
- Comprehensive program and technical risk management decreases probability and impact of adverse events to the program
- Retention of contractor employees is maximized
- Performance measurement system for service delivery utilizes appropriate indicators that identify relevant outcomes and other performance criteria to be addressed, and measures that performance
- Baseline measures for tracking and implementing processes to achieve and maintain a high degree of customer and employee satisfaction

Program Management CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for program management related deliverables; cost performance variance

1.3.4.2 Organizational Change (CLIN 3001B)

This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new IOE.

- **Stakeholder Engagement and Outreach:** Provide the resources for developing key stakeholder maps and coordination and implementation of an integrated stakeholder management plan.
- **Develop Change Leaders:** Design, develop, and execute a program to promote an understanding of the transformation program within and external to USCIS. This will include the establishment of councils and committees to focus on changes to occur within USCIS.
- **Communicate Change:** Provide strategic communications planning, development and delivery of communications for the transformation program.
- **Train USCIS Staff:** Develop and implement a detailed student-centric training plan at the organizational level that can be utilized at the release level to provide training.
- **Transition Support:** Provide the Organizational Change Management Plan as well as an array of organizational and stakeholder-related impact analyses and recommendations for action or coordination across the transformation program.

Expected organizational change outcomes:

- Frequent and continuous communication between Transformation Program Management Office, USCIS internal and external stakeholders and other contractors, as applicable.
- Risks are mitigated and opportunities are exploited as necessary organizational changes are implemented
- Organizational change readiness is ensured prior to implementing change
- Training program integrates business process and IT changes
- Seamless transitioning of activities to the government or another contractor, when necessary
- Seamless transition from existing operational environment to the new IOE

Organizational Change CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for organizational change activities; cost performance variance

1.3.4.3 Architecture and Engineering (CLIN 3001C)

This CLIN will provide an architecture and systems engineering solution that expedites the solution evaluation and definition, deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. Architecture and engineering includes the development and execution of detailed transition plans that contain clearly defined dependencies and impacts. Architecture and engineering also includes working with program and technical management to ensure integration of these transition plans into the IOE implementation plan and the effective ongoing management and execution of these transition plans. This task will include the ability to perform business, performance, service, data and technical architectural analysis and modeling

of existing and proposed solutions and services prior to initiating full scale development activities, including providing inputs and updates to architectural reference models (e.g., PRM, BRM, SRM, DRM and TRM) to USCIS Enterprise Architecture. This task will include the development and ongoing maintenance of USCIS business performance and simulation models of the as-is and to-be environments, as well as evaluating solution component sourcing alternatives.

Expected architecture and engineering outcomes:

- Flexibility and agility to meet mandated, future functional, technical, legal, and operational requirements
- Architecture supports integration of services, increases operational efficiency, and maximizes USCIS' ability to divest non-mission related functions
- Maximum utilization of service oriented architecture, web services, and other proven technologies for developing a comprehensive, person-centric electronic national filing and adjudication system, and required systems interfaces
- Enhanced data integrity and data sharing capabilities with other federal, state and local agencies as well as international and private entities
- Integrated Operational Environment based on commercially available products, practices, processes, and solutions that have been proven to be successful
- Addresses all security and privacy requirements
- Expedited implementation of capabilities through incremental delivery
- Seamless, flexible, and logical integration of data supporting business processes provides improved decision integrity
- Comprehensive, workable, and cost effective decommissioning of the legacy systems that become obsolete upon implementation of the new IOE.

Architecture and Engineering CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for architecture and engineering related deliverables; cost performance variance

1.3.4.4 Transformation IT Service Provider (CLIN 3003)

The CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. This task includes the support of Production and Non-Production operating environments to include application and middleware support, infrastructure support, Tier II and Tier III Help Desk support and reporting for the transformed production system. In addition provide production change, release and configuration management. This task will also include the collection, management and evaluation of all the COTS licenses that support the transformed business environment with the goal of leveraging existing licenses for re-use and suspension of maintenance.

Expected Transformation IT service provider outcomes:

- Transparent Data Center operations
- Successful and timely resolution of Tier II and Tier III help desk calls,
- System maintenance and bug fixes of deployed releases identified and resolved in a timely manner.

Transformation IT Service Provider CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Measure of time to maintain and enhance deployed releases based on level of complexity.

- Measure of actual system downtime in order to deploy releases and schedule software upgrades based on planned maintenance window.
- Successful deployment of scheduled patches and updates.

1.3.4.5 Business Process Services (CLIN 3005)

This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government.

Expected business process services outcomes:

- Reduced government burden to the greatest extent possible for non-mission related activities

Business Process Services CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business process services related deliverables; cost performance variance

1.3.5 Option Period 4 (12 Months)

Period of Performance: 02/03/2012 – 02/02/2013

Associated CLINs: 4001A, 4001B, 4001C, 4003, 4004A, 4004B, 4005 & 4007.

1.3.5.1 Program Management (CLIN 4001A)

Provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. To include the following areas of support:

- **Program Planning:** Supervise plan execution by developing procedures and planning and directing the execution of the technical, programmatic, maintenance and administration support to include the monitoring and reporting of the program.
- **Contract Management:** Support the contract management of the SA contract to include subcontract management and procurement activities.
- **Program Controls:** Provide the financial and schedule tracking for the program to include earned value management, invoicing and management reporting.
- **Process Management:** Provide the support necessary to develop, manage, and administer the program's quality assurance, risk, and configuration management processes.
- **Data and Process Improvement:** Provide process improvement support along with lifecycle compliance reporting and managing the program's deliverable and work products to include reference materials provided by the government.
- **Personnel and Security:** Provide the resource management for the program to include the responsibility for contractor staffing, training, travel, verification of employment eligibility, on-boarding and program exiting.
- **Privacy:** Provide the business and technical support in developing, implementing and maintaining a privacy program for the program.

Expected program management outcomes:

- Clear, concise and comprehensive data provided to USCIS supports CPIC, EA and other investment, planning and governance activities

- Program governance and supporting structures provides mechanism for effective management of multiple stakeholders, contracts and agreements across USCIS, DHS and other stakeholder organizations
- Methodologies and tools enable effective tracking, reporting and management of progress toward planned goals and measures that support timely and accurate decisions
- Comprehensive program and technical risk management decreases probability and impact of adverse events to the program
- Retention of contractor employees is maximized
- Performance measurement system for service delivery utilizes appropriate indicators that identify relevant outcomes and other performance criteria to be addressed, and measures that performance
- Baseline measures for tracking and implementing processes to achieve and maintain a high degree of customer and employee satisfaction

Program Management CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for program management related deliverables; cost performance variance

1.3.5.2 Organizational Change (CLIN 4001B)

This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new Integrated Operating Environment.

- **Stakeholder Engagement and Outreach:** Provide the resources for developing key stakeholder maps and coordination and implementation of an integrated stakeholder management plan.
- **Develop Change Leaders:** Design, develop, and execute a program to promote an understanding of the transformation program within and external to USCIS. This will include the establishment of councils and committees to focus on changes to occur within USCIS.
- **Communicate Change:** Provide strategic communications planning, development and delivery of communications for the transformation program.
- **Train USCIS Staff:** Develop and implement a detailed student-centric training plan at the organizational level that can be utilized at the release level to provide training.
- **Transition Support:** Provide the Organizational Change Management Plan as well as an array of organizational and stakeholder-related impact analyses and recommendations for action or coordination across the transformation program.

Expected organizational change outcomes:

- Frequent and continuous communication between Transformation Program Management Office, USCIS internal and external stakeholders and other contractors, as applicable.
- Risks are mitigated and opportunities are exploited as necessary organizational changes are implemented
- Organizational change readiness is ensured prior to implementing change
- Training program integrates business process and IT changes
- Seamless transitioning of activities to the government or another contractor, when necessary
- Seamless transition from existing operational environment to the new IOE

Organizational Change CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for organizational change activities; cost performance variance

1.3.5.3 Architecture and Engineering (CLIN 4001C)

This CLIN will provide an architecture and systems engineering solution that expedites the solution evaluation and definition, deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. Architecture and engineering includes the development and execution of detailed transition plans that contain clearly defined dependencies and impacts. Architecture and engineering also includes working with program and technical management to ensure integration of these transition plans into the IOE implementation plan and the effective ongoing management and execution of these transition plans. This task will include the ability to perform business, performance, service, data and technical architectural analysis and modeling of existing and proposed solutions and services prior to initiating full scale development activities, including providing inputs and updates to architectural reference models (e.g., PRM, BRM, SRM, DRM and TRM) to USCIS Enterprise Architecture. This task will include the development and ongoing maintenance of USCIS business performance and simulation models of the as-is and to-be environments, as well as evaluating solution component sourcing alternatives.

Expected architecture and engineering outcomes:

- Flexibility and agility to meet mandated, future functional, technical, legal, and operational requirements
- Architecture supports integration of services, increases operational efficiency, and maximizes USCIS' ability to divest non-mission related functions
- Maximum utilization of service oriented architecture, web services, and other proven technologies for developing a comprehensive, person-centric electronic national filing and adjudication system, and required systems interfaces
- Enhanced data integrity and data sharing capabilities with other federal, state and local agencies as well as international and private entities
- Integrated Operational Environment based on commercially available products, practices, processes, and solutions that have been proven to be successful
- Addresses all security and privacy requirements
- Expedited implementation of capabilities through incremental delivery
- Seamless, flexible, and logical integration of data supporting business processes provides improved decision integrity
- Comprehensive, workable, and cost effective decommissioning of the legacy systems that become obsolete upon implementation of the new IOE

Architecture and Engineering CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for architecture and engineering related deliverables; cost performance variance

1.3.5.4 Transformation IT Service Provider (CLIN 4003)

The CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. This task includes the support of Production and Non-Production operating environments to include application and middleware support, infrastructure support, Tier II and Tier III Help Desk support and reporting for the transformed production system. In addition provide production change, release and configuration management. This task will also include the collection, management and evaluation of all the COTS licenses that support the transformed business environment with the goal of leveraging existing licenses for re-use and suspension of maintenance.

Expected Transformation IT service provider outcomes:

- Transparent Data Center operations
- Successful and timely resolution of Tier II and Tier III help desk calls,
- System maintenance and bug fixes of deployed releases identified and resolved in a timely manner.

Transformation IT Service Provider CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Measure of time to maintain and enhance deployed releases based on level of complexity.
- Measure of actual system downtime in order to deploy releases and schedule software upgrades based on planned maintenance window.
- Successful deployment of scheduled patches and updates.

1.3.5.5 Business Process Services (CLIN 4005)

This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government.

Expected business process services outcomes:

- Reduced government burden to the greatest extent possible for non-mission related activities

Business Process Services CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business process services related deliverables; cost performance variance

1.3.6 Option Period 5 (9 Months)

Period of Performance: 02/03/2013 – 11/02/2013

Associated CLINs: 5001A, 5001B, 5001C, 5003, 5004A, 5004B, 5005 & 5007.

1.3.6.1 Program Management (CLIN 5001A)

Provide the senior leadership and staff to manage the program to include the business, financial, quality, programmatic, and administrative aspects of the program. To include the following areas of support:

- **Program Planning:** Supervise plan execution by developing procedures and planning and directing the execution of the technical, programmatic, maintenance and administration support to include the monitoring and reporting of the program.

- **Contract Management:** Support the contract management of the SA contract to include subcontract management and procurement activities.
- **Program Controls:** Provide the financial and schedule tracking for the program to include earned value management, invoicing and management reporting.
- **Process Management:** Provide the support necessary to develop, manage, and administer the program's quality assurance, risk, and configuration management processes.
- **Data and Process Improvement:** Provide process improvement support along with lifecycle compliance reporting and managing the program's deliverable and work products to include reference materials provided by the government.
- **Personnel and Security:** Provide the resource management for the program to include the responsibility for contractor staffing, training, travel, verification of employment eligibility, on-boarding and program exiting.
- **Privacy:** Provide the business and technical support in developing, implementing and maintaining a privacy program for the program.

Expected program management outcomes:

- Clear, concise and comprehensive data provided to USCIS supports CPIC, EA and other investment, planning and governance activities
- Program governance and supporting structures provides mechanism for effective management of multiple stakeholders, contracts and agreements across USCIS, DHS and other stakeholder organizations
- Methodologies and tools enable effective tracking, reporting and management of progress toward planned goals and measures that support timely and accurate decisions
- Comprehensive program and technical risk management decreases probability and impact of adverse events to the program
- Retention of contractor employees is maximized
- Performance measurement system for service delivery utilizes appropriate indicators that identify relevant outcomes and other performance criteria to be addressed, and measures that performance
- Baseline measures for tracking and implementing processes to achieve and maintain a high degree of customer and employee satisfaction

Program Management CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for program management related deliverables; cost performance variance

1.3.6.2 Organizational Change (CLIN 5001B)

This CLIN will provide the support necessary to implement the organizational change activities to include stakeholder outreach, develop change leaders, communicate change, train USCIS staff, and transition to the new IOE.

- **Stakeholder Engagement and Outreach:** Provide the resources for developing key stakeholder maps and coordination and implementation of an integrated stakeholder management plan.
- **Develop Change Leaders:** Design, develop, and execute a program to promote an understanding of the transformation program within and external to USCIS. This will include the establishment of councils and committees to focus on changes to occur within USCIS.
- **Communicate Change:** Provide strategic communications planning, development and delivery of communications for the transformation program.

- **Train USCIS Staff:** Develop and implement a detailed student-centric training plan at the organizational level that can be utilized at the release level to provide training.
- **Transition Support:** Provide the Organizational Change Management Plan as well as an array of organizational and stakeholder-related impact analyses and recommendations for action or coordination across the transformation program.

Expected organizational change outcomes:

- Frequent and continuous communication between Transformation Program Management Office, USCIS internal and external stakeholders and other contractors, as applicable.
- Risks are mitigated and opportunities are exploited as necessary organizational changes are implemented
- Organizational change readiness is ensured prior to implementing change
- Training program integrates business process and IT changes
- Seamless transitioning of activities to the government or another contractor, when necessary
- Seamless transition from existing operational environment to the new IOE

Organizational Change CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for organizational change activities; cost performance variance

1.3.6.3 Architecture and Engineering (CLIN 5001C)

This CLIN will provide an architecture and systems engineering solution that expedites the solution evaluation and definition, deployment of capabilities and retirement of outdated legacy systems. That includes deployment strategies and transition plans for migrating USCIS from the existing environment to the IOE. Architecture and engineering includes the development and execution of detailed transition plans that contain clearly defined dependencies and impacts. Architecture and engineering also includes working with program and technical management to ensure integration of these transition plans into the IOE implementation plan and the effective ongoing management and execution of these transition plans. This task will include the ability to perform business, performance, service, data and technical architectural analysis and modeling of existing and proposed solutions and services prior to initiating full scale development activities, including providing inputs and updates to architectural reference models (e.g., PRM, BRM, SRM, DRM and TRM) to USCIS Enterprise Architecture. This task will include the development and ongoing maintenance of USCIS business performance and simulation models of the as-is and to-be environments, as well as evaluating solution component sourcing alternatives.

Expected architecture and engineering outcomes:

- Flexibility and agility to meet mandated, future functional, technical, legal, and operational requirements
- Architecture supports integration of services, increases operational efficiency, and maximizes USCIS' ability to divest non-mission related functions
- Maximum utilization of service oriented architecture, web services, and other proven technologies for developing a comprehensive, person-centric electronic national filing and adjudication system, and required systems interfaces
- Enhanced data integrity and data sharing capabilities with other federal, state and local agencies as well as international and private entities
- Integrated Operational Environment based on commercially available products, practices, processes, and solutions that have been proven to be successful
- Addresses all security and privacy requirements
- Expedited implementation of capabilities through incremental delivery

- Seamless, flexible, and logical integration of data supporting business processes provides improved decision integrity
- Comprehensive, workable, and cost effective decommissioning of the legacy systems that become obsolete upon implementation of the new IOE

Architecture and Engineering CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for architecture and engineering related deliverables; cost performance variance

1.3.6.4 Transformation IT Service Provider (CLIN 5003)

The CLIN will provide for the development, test and release of required enhancements as well as the ongoing operations and maintenance of the government-owned components of the IOE. This task includes the support of Production and Non-Production operating environments to include application and middleware support, infrastructure support, Tier II and Tier III Help Desk support and reporting for the transformed production system. In addition provide production change, release and configuration management. This task will also include the collection, management and evaluation of all the COTS licenses that support the transformed business environment with the goal of leveraging existing licenses for re-use and suspension of maintenance.

Expected Transformation IT service provider outcomes:

- Transparent Data Center operations
- Successful and timely resolution of Tier II and Tier III help desk calls,
- System maintenance and bug fixes of deployed releases identified and resolved in a timely manner.

Transformation IT Service Provider CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Measure of time to maintain and enhance deployed releases based on level of complexity.
- Measure of actual system downtime in order to deploy releases and schedule software upgrades based on planned maintenance window.
- Successful deployment of scheduled patches and updates.

1.3.6.5 Business Process Services (CLIN 5005)

This CLIN will provide for the management of the business operations organization to deliver quality managed services for non-discretionary, non-governmental tasks to migrate on-going production operation from the government to other contracts as designated by the government.

Expected business process services outcomes:

- Reduced government burden to the greatest extent possible for non-mission related activities

Business Process Services CLIN: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business process services related deliverables; cost performance variance

1.3.7 Increment/Release CLIN (Option): Increment 1 (CLIN 0002AA)

Period of Performance: 2/3/2009 – 8/2/2011
CLIN: 0002AA

This CLIN provides for the planning, requirements definition, design and supporting documentation for the delivery of the first four releases of the IOE. This activity will link the Enterprise Architecture (EA) and Business Process Reengineering (BPR) activities to achieve a high level strategy for parsing the required work over a period of time. As part of this activity this increment will be broken into specific releases. After the high level goals, solution and schedules are defined, the releases will subsequently be refined. This first increment will be broken into 4 Releases (Early Value Projects, Account Management, Core Case Management, and Extended Case Management) culminating in delivery of end to end Citizenship capability. These Increments and Releases define the transformed USCIS business environment.

1.3.8 Increment/Release CLIN (Option): Release 1 (CLIN 0002AB)

Period of Performance: 2/3/2009 – 11/02/2009
CLIN: 0002AB

(b) (4)

[Redacted content]

Expected outcomes upon completion of Release 1:

- (b) (4)
- [Redacted]
- [Redacted]
- [Redacted]

- [Redacted] (b) (4)
- [Redacted]
- [Redacted]
- [Redacted]

Release 1: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business capability releases; cost performance variance

1.3.9 Increment/Release CLIN (Option): Release 2 (CLIN 0002AC)

Period of Performance: 04/03/09 – 06/02/2010

CLIN: 0002AC

- [Redacted] (b) (4)
- [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]

Expected outcomes upon completion of Release 2:

- [Redacted] (b) (4)
- [Redacted]
- [Redacted]
- [Redacted]

- [Redacted] (b) (4)
- [Redacted]

Release 2: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business capability releases; cost performance variance

1.3.10 Increment/Release CLIN (Option): Release 3 (CLIN 0002AD)

Period of Performance: 08/03/2009 – 11/02/2010
CLIN: 0002AD

- (b) (4)
- [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]

- (b) (4)
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Release 3: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business capability releases; cost performance variance

1.3.11 Increment/Release CLIN (Option): Release 4 (CLIN 0002AE)

Period of Performance: 04/03/2010 – 08/02/2011
CLIN: 0002AE

- (b) (4)
- [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]

Expected outcomes upon completion of Release 4:

- (b) (4)
- [Redacted]
- [Redacted]

- (b) (4)
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Release 6: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business capability releases; cost performance variance

1.3.15 Increment/Release CLIN (Option): Release 7 (CLIN 0002BD)

Period of Performance: 10/03/2011 – 09/02/2013
CLIN: 0002BD

(b) (4)

Expected outcomes upon completion of Release 7:

- (b) (4)
-
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- (b) (4)
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Release 7: The Government will monitor performance via the following metrics, and others that will be agreed upon and included in the QASP and Award Fee Plan, prior to exercising this CLIN:

- Earned Value Management (EVM) metrics to measure and track program cost, schedule, performance
- Delivery milestones for business capability releases; cost performance variance

Section 2: ATTACHMENTS

The following documents are incorporated into this Task Order and included as attachments hereto.

Attachment	Description	Date	No. of Pages
Attachment 1	Statement of Objectives (SOO)	March 21, 2008	19
Attachment 2a	Volume I, Tab B, B.1: Business and Technical Solution for USCIS Transformation *	April 28, 2008	10
Attachment 2b	Volume I, Tab B.2: Business and Technical Solution for USCIS Transformation: Approach *	April 28, 2008	28
Attachment 2c	Volume I, Tab B.3: Business and Technical Solution for USCIS Transformation: Solution Architecture *	April 28, 2008	55
Attachment 2d	Volume I, Tab B.4: Business and Technical Solution for USCIS Transformation: Implementation Strategy *	April 28, 2008	32
Attachment 3	Volume I, Tab J.1: Statement of Work	April 28, 2008	26
Attachment 4	Volume I, Tab J, Appendix A: Deliverables List	November 3, 2008	4
Attachment 5	Volume I, Tab J, Appendix B: Work Products	August 13, 2008	6
Attachment 6	Volume I, Tab H.2: Quality Assurance Surveillance Plan (QASP), including Exhibit H-8: QASP Metrics	November 3, 2008	12

Attachment 7a	Volume I, Tab J.3 Integrated Master Schedule*	April 28, 2008	
Attachment 7b	Base Period Integrated Master Schedule*	October 14, 2008	24
Attachment 8	Volume II, Attachment 1: Supporting Information by WBS (BOE Tables)*	August 18, 2008	175
Attachment 9	Volume II – Attachment 4: Bill of Materials (Priced)	October 14, 2008	32
Attachment 10	Volume II – Tab B, Page 11: COTS Products*	September 3, 2008	1
Attachment 11	Volume II – Tab G.4 Additional Labor Categories*	April 28, 2008	5
Attachment 12	Volume II – Attachment 2: Small Business Subcontracting Plan	October 14, 2008	16
Attachment 13	Award Fee Plan	November 3, 2008	7
Attachment 14	Volume I – Tab D: Program Management and Partnership Approach*	September 3, 2008	45
Attachment 15	Volume I – Tab I: Organizational Change Approach*	April 28, 2008	34
Attachment 16	3 Month Plan Documents	October 14, 2008	16

*Referenced Attachments are not required to be maintained/updated throughout Task Order period. The other attachments are mostly "dynamic" and living documents and may be updated throughout the task order execution.

Section 3: DELIVERABLES/WORK PRODUCTS

In support of Sections 1.3.1 through 1.3.15, the contractor shall provide Deliverables and Work Products as contained in Attachments 4 and 5.

Unless otherwise specified by the Contracting Officer, all deliverables/work products shall be addressed to the TO COTR marked with the task order number.

Section 4: SPECIAL TASK ORDER REQUIREMENTS

4.1 Terms and Conditions

Exercise of Options: The Contracting Officer shall issue a modification to exercise Option Period CLINs as per Section 4.2. Optional Increment/Release CLINs will be exercised as defined in the criteria listed in Section 1.2.

4.2 Option to Extend the Term of the Contract

(FAR 52.217-9)(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months, excluding an extension under 52.217-8.

4.3 Award Fee

The amount of award fee the Contractor earns, if any, is based solely upon the output metrics of the QASP as defined in the Award Fee Plan. The government will determine the amount of award fee on the following schedule: after the three (3) month base period, then every six (6) months thereafter, with a final period of three (3) months. Should the government not execute Option Period 1, award fee determination for the Base Period shall be made within 30 days following completion of the Base Period. Upon discussions with the Contractor, the Fee Determination Official (FDO) may unilaterally change the QASP and will provide such changes in writing to the Contractor seven (7) days prior the start of the affected evaluation period. To ensure that the Government has the ability to measure and incentivize the Contractor to deploy capabilities that have positive business outcomes, a portion of the award fee related to Release CLINs may be held until the subsequent award fee period at which time the business outcomes can be measured. Award fee that is not earned based on unsuccessful performance during one period shall not carry over to the subsequent periods. The Contractor may submit a voucher for the earned award fee after receiving the FDO decision on Award Fee amount earned.

The Award Fee Plan (Attachment 13) will be tailored to balance the cost of evaluation and reporting against the value of the program. It will provide a streamlined, yet inclusive, methodology and set of criteria to accurately capture and report on USCIS Transformation performance against the Contractor's QASP Metrics.

The plan will be developed with the following objectives:

- Focus the contractor on areas of greatest importance for program success.
- Clearly communicate evaluation procedures and provide for effective communication between the contractor and the Government evaluators who make the award fee performance evaluations.
- Be kept as simple as possible commensurate with the complexity and dollar value of the tasks performed.

3052.216-71 Determination of award fee (DEC 2003)

(a) The Government shall evaluate contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

(b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.

(c) The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within five (5) days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

(d) The Government may specify that a fee not earned during a given evaluation period may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

(End of clause)

3052.216-72 Performance evaluation plan. (DEC 2003)

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor seven (7) calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor seven (7) calendar days prior to the start of the evaluation period to which the change will apply.

(End of clause)

HSAR 3052.216-73 Distribution of award fee (DEC 2003)

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Description	Length of Period	Date	Available Award Fee
Base Period	3 Months	11/03/2008 – 2/02/2009	(b) (4)
Option Period 1	12 Months	2/03/2009 – 2/02/2010	
Option Period 2	12 Months	2/03/2010 – 2/02/2011	
Option Period 3	12 Months	2/03/2011 – 2/02/2012	
Option Period 4	12 Months	2/03/2012 – 2/02/2013	
Option Period 5	9 Months	2/03/2013 – 11/02/2013	\$1,759,951

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

(End of clause)

4.4 FAR Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This task order incorporates one or more clauses by reference from the EAGLE contract section I.1, with the same force and effect as if it were restated in this task order. Upon request, the TO Contracting Officer will make their full text available. Also, the full text may be accessed electronically at the Internet address: <http://www.farsite.hill.af.mil>.

FAR Clause No.	Title	Date
52.227-21	Technical Data Declaration Revision And Withholding Of Payment – Major Systems	Jan 1997

4.5 FAR Clauses Included in Full-Text

52.216-7 Allowable Cost and Payment. (Dec 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.232-20 Limitation of Cost. (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that—

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in paragraph (d)(2) of this clause, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the

same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

52.232-22 Limitation of Funds. (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government

is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient Execution to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish , phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of , phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

4.6 Order of Precedence

Any inconsistency in this task order with the Government's requirements and the Contractor's proposal shall be resolved by giving precedence in the following order:

(a) Attachments to this Task Order shall take precedence over Referenced documentation

(b) Offeror's Proposal documents exclusive of sections included as Attachments to the Task Order

Section 5: TASK ORDER CLAUSES

5.1 Task Order Administration

5.1.1 Task Order Administration and Government Contacts

The following contact information is provided:

Task Order Contracting Officer (TO CO) (Pre-Award)
William Thoreen, 202-447-5558, william.thoreen@dhs.gov

Administrative Contracting Officer (ACO) (Post-Award/Administration)
Gabrielle Trickett, 202-447-5621, gabrielle.trickett@dhs.gov

Program Manager (PM)
Jacqueline Gerety, 202-233-2352, Jacqueline.gerety@dhs.gov

Task Order Contracting Officer Technical Representative
Beth Killoran, 202-233-2407, bethanne.killoran@dhs.gov

5.1.2 Task Order Contracting Officer's Technical Representative

The Task Order Contracting Officer (TO CO) will appoint a Task Order Contracting Officer's Technical Representative (COTR) in writing for this task order in accordance with G.2.3 of the EAGLE contract. The COTR will receive, for the Government, all work called for by the task order and will represent the CO in the technical phases of the work.

The COTR is not authorized to change any of the terms and conditions of the contract or the task order. Changes in the scope of work will be made only by the CO by properly executed modifications to the contract or the task order. Additional responsibilities of the COTR include:

5.1.2.1 Monitoring Performance

The COTR will ensure that the contractor complies with all of the requirements of the statement of work, specifications, or performance work statement, and when requested by the contractor, provide technical direction to the contractor's technical manager. This technical assistance must be within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between the COTR and the contractor occurs, notify the Contracting Officer or the Contract Administrator/Specialist immediately for resolution.

5.1.2.2 Monitoring Costs

The COTR will review and evaluate the contractor's progress in relation to the expenditures. When the costs expended by the contractor are not commensurate with the contractor's progress (actual costs exceed planned costs), the COTR will bring this to the attention of the Contracting Officer or contract administrator/specialist for immediate action.

The Contracting Officer's designated representative(s) will review the contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend to the Contracting Officer approval, conditional approval, or disapproval for payment.

5.1.2.3 Visits and Meetings with the Contractor

The Contracting Officer's designated representative(s) will make arrangements with the contractor for periodic visits to the contractor's facility to: (1) evaluate the contractor's performance; (2) evaluate changes in the technical performance affecting personnel, the schedule, deliverables, and price or costs; (3) inspect and monitor the use of Government property, if applicable; and (4) ensure that contractor employees being charged to the contract are actually performing the work under the contract.

5.2 Inspection and Acceptance

See also EAGLE sections E.1 and E.2 for FAR clauses incorporated by reference.

5.2.1 Place of Inspection and Acceptance

Inspection and acceptance of all work performed, reports, and other deliverables under this task order shall be performed by the Contracting Officer's Technical Representative (COTR) in accordance with the following and individual orders.

5.2.1.1 Scope of Inspection

All deliverables will be inspected for content, completeness, accuracy and conformance to the task order requirements by the COTR.

5.2.1.2 Basis of Acceptance

- a. The basis for acceptance of services will be in compliance with the best commercial practices and those requirements provided in the task order.
- b. Other Direct Costs (ODC) (e.g. travel, equipment purchases) must be approved in advance. Request for ODC purchases must include a ROM estimate. ODCs will be accepted upon receipt of proper documentation as specified in Section 5.3.1.
- c. Reports, documents, and narrative type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected (See Sections 5.2.5 and 5.2.6 below).
- d. The contractor shall provide electronic copies of each deliverable. Electronic copies shall be delivered via email attachment or other media by mutual agreement of the parties. The electronic copies shall be compatible with MS Office 2000 or other applications as appropriate and mutually agreed to by the parties.
- e. The contractor shall use best commercial practice for formatting deliverables under this contract.
- f. All of the Government's comments on deliverables must either be incorporated in the succeeding version or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.
- g. If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this solicitation, the document may be immediately rejected without further review and returned to the contractor for correction and re-submission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the COTR.
- h. For software development, the final acceptance of the software program will occur when all discrepancies, errors or other deficiencies identified in writing by the Government have been resolved, either through documentation updates, program correction, or other mutually agreeable methods. For this Task Order, system acceptance shall be defined through "other mutually agreeable methods as identified above", which shall be defined as successful completion of the Release Readiness Review and completion of any post-review action items, including successful transition and deployment of the software into production.

5.2.1.3 Draft Deliverables

The Government will provide written acceptance, comments and/or change requests, if any, within 15 working days from receipt by the Government of each Draft deliverable.

Upon receipt of the Government comments, the contractor shall have 15 working days to incorporate the government's comments and/or change requests and to resubmit the deliverable in its final form.

5.2.1.4 Written Acceptance/Rejection by the Government

The Government shall provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection. The contractor shall assume acceptance if not notified by the Government within thirty (30) calendar days.

5.2.1.5 Non-Conforming Products or Services

Non-conforming products or services will be rejected. The COTR will immediately notify the Contracting Officer of all rejections and the reason for the action. Deficiencies will be corrected within 30 calendar days of the rejection notice. If the deficiencies cannot be corrected within 30 calendar days, the contractor will immediately notify the COTR of the reason for the delay and provide a proposed corrective action plan within ten (10) working days. The COTR will review progress reports from the Contractor and advise the Contracting Officer of any contractor problems or action required to be taken by the Government.

5.3 Invoicing Provisions

5.3.1 Invoice Submission

The data elements indicated below shall be included on each invoice:

Task Order number: **HSHQDC-09-J-00001**

Project Title: USCIS Transformation Program Solutions Architect Services

The cognizant audit office:

DCAA Northern New Jersey Branch Office
Attn: Karen S. Davies
Picatinny Arsenal
Building 91, Room 4 South
Picatinny, NY 07806-5000

Phone: 973-724-2973

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

- (1) Electronic Copy to the TO COTR for approval, and
- (2) Electronic Copy to the TO ACO

For public vouchers:

Copy to the cognizant DCAA office for administrative review, provisional approval and forwarding to the Finance Office. The Finance Office shall provide a copy of the paid voucher to the COTR for performance monitoring purposes.

5.3.1.1 Fixed Unit Price Submissions

Fixed Unit Price CLINs shall be billed upon receipt and acceptance by the COTR of the specified FUP deliverable or based on satisfactory performance as determined by the COTR.

5.3.1.2 Cost Reimbursement Submissions

The contractor may submit a public voucher for reimbursement of actual amounts incurred no more frequently than monthly. All public vouchers shall show the total by cost element (direct labor, each applicable indirect cost, subcontracts, other direct costs) for the current billing month and the total for project to date. In addition, the total costs shall be reported for each CLIN element (as shown in Task Order CLIN Structure) and shall also be provided for the current billing month and in total for project to date.

5.3.1.3 Hardware/Software and ODCs

The request for payment shall also include the following detailed information related to hardware/software and ODCs:

- Tools and/or ODCs purchased
- Date accepted by the Government
- Associated CLIN
- Project to date totals by CLIN

5.3.1.4 Travel

The request for payment shall also include the following detailed information related to travel costs, submitted in MS Excel format.

Project Total Travel: This will identify all current and past travel on the project and their total Project costs billed. The listing shall include separate columns and totals for the following information concerning the current invoice period and the project to date:

- Purpose of travel
- Current invoice period
- Names of persons traveling

- Number of travel days
- Dates of travel
- Number of days per diem charged
- Per diem rate used
- Total per diem charged
- Transportation costs
- Other charges
- Total charges

5.4 Earned Value Management

In accordance with OMB Circular A-11 and the Federal Acquisition Regulation, the contractor shall use Earned Value Management (EVM) to monitor all tasks under this task order. The Contractor shall use an Earned Value Management System (EVMS) that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-A, Earned Value Management Systems, approved May 19, 1998, and amended in 2002 ("the ANSI/EIA Standard").

The Contractor shall have a Government-verified EVMS. If the Contractor does not have a verifiable EVMS by task-order award, the Contractor shall develop an acceptable implementation plan providing the strategy for reaching verification of an EVMS and the milestones to accomplish it. The Task Order Contractor Officer's Technical Representative (COTR) must accept this plan prior to task-order award. Specific application of Government- or self-verification requirements will be determined by the Government based on value, risk, and the nature of the work to be performed. The Government reserves the right to obtain independent verification of a Prime Contractor's Earned Value Management System (EVMS).

5.4.1 Integrated Baseline Reviews (IBRs)

The Contractor shall participate in integrated baseline reviews (IBRs). Such reviews shall be scheduled as early as practicable and must be conducted within 90 calendar days after the date of the award of this task order. The contractor shall also participate in an IBR within 90 calendar days from the date of award of any option year or Increment/Release Option under the task order and/or whenever a major task order modification has been awarded. The objective of the IBR is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks. Notwithstanding the above, the IBR for Option Year 1 shall be limited to deltas from that which is agreed to in the Base Period, CLINs 0001A through 0001D.

5.4.2 Monthly Reporting Requirements

The contractor shall develop and submit monthly Earned Value reports addressing all applicable tasks under this task order. The contractor shall submit four (4) hard copies of the required Earned Value reports to the COTR on a monthly basis by the 1st business day of each month. Reports are one month in arrears of the period measured. In addition, the contractor shall submit the Earned Value reports to the COTR via email. The soft copy Earned Value reports must be transmitted in Microsoft format.

The required Earned Value reports shall include the following:

- WBS-oriented cost report: All costs incurred for the applicable tasks under this order shall be organized according to the WBS at a level to be directed by the COTR.
- Baseline Report. This format shall provide information on the task order baseline and change tracking. The contractor shall report the following measures: Budgeted Cost of Work Scheduled (BCWS), Actual Cost of Work Performed (ACWP), Budgeted Cost of Work Performed (BCWP – Earned Value), cumulative Cost Performance Index (CPI), and cumulative Schedule Performance Index (SPI). Contractor shall also furnish the cumulative time-based Schedule Performance Index.
- Problem Analysis Report: This report shall discuss and provide explanations for cost and schedule variances that have exceeded threshold. In addition, this report shall provide an explanation as to why the variance occurred and descriptions on how the contractor plans to resolve the cause of the variance. Contractor shall also furnish data monthly on the success for previous corrective actions taken.
- Contract Funds Status Report: This report shall address the current task order funding levels for all task order CLINs.

The Contractor shall use the information in these EVM reports to analyze the effectiveness of the EVMS and both the contract performance and the program progress. The Contractor shall take appropriate action based on those findings.

5.5 Place of Performance

The primary place of performance for this task order shall be at the Contractor's facility which is required to be within 25 miles of 20 Massachusetts Avenue, Washington, D.C 20001. The place of performance shall include dedicated office and meeting space to accommodate up to twenty (20) Government staff and/or their support contractors. The Contractor shall furnish the Government staff office space (minimum of 72 square feet per person) and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

The incremental deployment of IT services may require extended periods of travel to one or more of the 250 USCIS' offices located worldwide.

5.6 Travel

5.6.1 Travel Regulations

As required by EAGLE Contract section H.6.1, the contractor shall comply with FAR 31.205-46 using the regulations specified below.

- a. Federal Travel Regulations (FTR) – prescribed by the General Services Administration, for travel in the contiguous United States.

- b. Joint Travel Regulations (JTR), Volume 2, DoD Civilian Personnel, Appendix A. prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the United States.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas", prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

5.6.2 Travel Authorization Requests

On the 15th day of each month, the contractor shall prepare and submit a Travel Authorization Request for all long distance travel to be performed in the following month for Government review and COTR approval. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible. Changes to this plan during the month will be addressed on a case by case basis.

5.6.3 Content of Travel Requests

Requests for travel approval shall contain:

- Date, time and points of departure
- Destination, time and dates of arrival
- Name of each contractor employee and position title
- Include a description of the travel proposed including a statement as to purpose
- Be summarized by traveler
- Identify the Task Order number
- Identify the CLIN(s) associated with the travel
- Be submitted in advance of the travel with sufficient time to permit review and approval.

5.7 USCIS Security for Sensitive Requirements

U.S. Citizenship & Immigration Service (USCIS) has determined that performance of this contract requires the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified (SBU) information. SBU is unclassified information for official use only. Contractor employees that do not have a security clearance and require access to SBU information will be given a suitability determination. Requirements for suitability determination are defined in Section 6.10.2.

5.7.1 Contractor Personnel

5.7.1.1 Employment Eligibility

The Contractor will ensure that each employee and potential employee provide his/her name and social security number (not card) so that the government may verify the validity of the number. If the number is not valid that employee will not be allowed to work on the Contract until the problem is resolved.

The Contractor shall be responsible to the Government for acts and omissions of his employees as well as Subcontractor(s) and their employees.

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

5.7.1.2 Continued Eligibility

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Office Technical Representative (COTR) will advise the Contractor that the employee shall not continue to work or be assigned to work under the contract.

USCIS reserves the right to deny and/or restrict entrance to government facilities, prohibit employees from assigned work under the contract, deny and/or restrict handling of classified documents/material to any Contractor employee who USCIS determines to present a risk of compromising sensitive Government information.

The Contractor shall report to the USCIS Office of Security & Integrity (OSI) any and all adverse information brought to their attention concerning employees performing under this contract. Reports based on rumor or innuendo shall not be included. 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.

5.7.1.3 Termination

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

5.7.1.4 Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with OSI through the COTR on all security matters, to include physical, personnel, and protection of all sensitive documents/material handled by the Contractor.

The COTR and OSI will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with the security requirements under this contract. Should the COTR or USCIS OSI determine the Contractor is not in compliance with the security requirements of the contract, the Contracting Officer will notify the Contractor, in writing, of the appropriate action that will be taken to rectify any non-compliance to the contract security requirements.

5.7.2 Suitability Determination

USCIS shall exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to or handling of both classified and sensitive Government information to Contractor employees based upon the results of a background investigation. USCIS may, as it deems appropriate, authorize and grant 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 USCIS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a USCIS facility without a favorable EOD decision or suitability determination by OSI.

5.7.3 Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties, outlined in the Position Designation Determination (PDD) for Contractor Personnel, each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through OSI. Prospective Contractor employees shall submit the following completed forms to OSI through the COTR no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. DHS Form 11000-6, "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- e. Position Designation Determination for Contract Personnel Form
- f. Foreign National Relatives or Associates Statement

Required forms will be provided by USCIS at the time of award of the contract. Only complete packages will be accepted by OSI. 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, USCIS 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 or development of any DHS Information Technology (IT) systems. USCIS will consider only U.S. Citizens and LPRs for employment on this contract. USCIS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development operation, management or maintenance of DHS IT systems. By signing this contract, the Contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

5.7.4 Information Technology Security Clearance

When sensitive government information is processed on USCIS telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and 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 USICS security policy are subject to having their access to USCIS 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).

5.7.5 Information Technology Security Training and Oversight

All Contractor employees using USCIS automated systems or processing USCIS sensitive data shall be required to receive Security Awareness Training.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of USCIS, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. USCIS 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 USCIS 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 OSI.

5.7.6 References

5.7.6.1 USCIS Office of Security & Integrity (OSI)

USCIS OSI
Personnel & Industrial Security
Attn: Danielle Esposito
70 Kimball Avenue
South Burlington, VT 05403
Telephone: (802) 872-4134

5.7.7 Computer and Telecommunications Security Requirements

5.7.7.1 Security Program Background

The DHS has established a department wide IT security program based on the following Executive Orders (EO), public laws, and national policy:

- Public Law 107-296, Homeland Security Act of 2002.

- Federal Information Security Management Act (FISMA) of 2002, November 25, 2002.
- Public Law 104-106, Clinger-Cohen Act of 1996 [formerly, Information Technology Management Reform Act (ITMRA)], February 10, 1996.
- Privacy Act of 1974, As Amended. 5 United States Code (U.S.C.) 552a, Public Law 93-579, Washington, D.C., July 14, 1987.
- Executive Order 12829, National Industrial Security Program, January 6, 1993.
- Executive Order 12958, Classified National Security Information, as amended.
- Executive Order 12968, Access to Classified Information, August 2, 1995.
- Executive Order 13231, Critical Infrastructure Protection in the Information Age, October 16, 2001. • National Industrial Security Program Operating Manual (NISPOM), February 2001.
- DHS Sensitive Systems Policy Publication 4300A v2.1, July 26, 2004
- DHS National Security Systems Policy Publication 4300B v2.1, July 26, 2004
- Homeland Security Presidential Directive 7, Critical Infrastructure Identification, Prioritization, and Protection, December 17, 2003.
- Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- National Security Directive (NSD) 42, National Policy for the Security of National Security Telecommunications and Information Systems (U), July 5, 1990, CONFIDENTIAL.
- 5 Code of Federal Regulations (CFR) §2635, Office of Government Ethics, Standards of Ethical Conduct for Employees of the Executive Branch.
- DHS SCG OS-002 (IT), National Security IT Systems Certification & Accreditation, March 2004.
- Department of State 12 Foreign Affairs Manual (FAM) 600, Information Security Technology, June 22, 2000.
- Department of State 12 FAM 500, Information Security, October 1, 1999.
- Executive Order 12472, Assignment of National Security and Emergency Preparedness Telecommunications Functions, dated April 3, 1984.
- Presidential Decision Directive 67, Enduring Constitutional Government and Continuity of Government Operations, dated October 21, 1998.
- FEMA Federal Preparedness Circular 65, Federal Executive Branch Continuity of Operations (COOP), dated July 26, 1999.
- FEMA Federal Preparedness Circular 66, Test, Training and Exercise (TT&E) for Continuity of Operations (COOP), dated April 30, 2001.
- FEMA Federal Preparedness Circular 67, Acquisition of Alternate Facilities for Continuity of Operations, dated April 30, 2001.
- Title 36 Code of Federal Regulations 1236, Management of Vital Records, revised as of July 1, 2000.

- National Institute of Standards and Technology (NIST) Special Publications for computer security and FISMA compliance.

Due to the sensitive nature of USCIS information, the contractor is required to develop and maintain a comprehensive Computer and Telecommunications Security Program to address the integrity, confidentiality, and availability of sensitive but unclassified (SBU) information during collection, storage, transmission, and disposal. The contractor's security program shall adhere to the requirements set forth in the DHS Management Directive 4300 IT Systems Security Pub Volume 1 Part A and DHS Management Directive 4300 IT Systems Security Pub Volume I Part B. This shall include conformance with the DHS Sensitive Systems Handbook, DHS Management Directive 11042 Safeguarding Sensitive but Unclassified (For Official Use Only) Information and other DHS or USCIS guidelines and directives regarding information security requirements. The contractor shall establish a working relationship with the USCIS IT Security Office, headed by the Information Systems Security Program Manager (ISSM).

5.7.7.2 IT Systems Security

In accordance with DHS Management Directive 4300.1 "Information Technology Systems Security", USCIS Contractors shall ensure that all employees with access to USCIS IT Systems are in compliance with the requirement of this Management Directive. Specifically, all contractor employees with access to USCIS IT Systems meet the requirement for successfully completing the annual "Computer Security Awareness Training (CSAT)." All contractor employees are required to complete the training within 60-days from the date of entry on duty (EOD) and are required to complete the training yearly thereafter.

CSAT can be accessed at the following: <http://otcd.uscis.dhs.gov/EDvantage.Default.asp> or via remote access from a CD which can be obtained by contacting uscisitsecurity@dhs.gov.

5.7.7.3 IT Security in the IT Lifecycle Management (ITLM)

The USCIS ITLM Manual documents all system activities required for the development, operation, and disposition of IT security systems. Required systems analysis, deliverables, and security activities are identified in the ITLM manual by lifecycle phase. The contractor shall assist the appropriate USCIS ISSO with development and completion of all SLC activities and deliverables contained in the ITLM. The ITLM is supplemented with information from DHS and USCIS Policies and procedures as well as the National Institute of Standards Special Procedures related to computer security and FISMA compliance. These activities presently include; but are not limited to, development of the following documents:

- System Security Plan (SSP): This is the primary reference that describes system sensitivity, criticality, security controls, policies, and procedures. The SSSP shall be based upon the completion of the DHS FIPS 199 workbook to categorize the system of application and completion of the RMS Questionnaire. The SSSP shall be completed as part of the System or Release Definition Process in the SLC and shall not be waived or tailored.
- Privacy Impact Assessment (PIA) and System of Records Notification (SORN). For each new development activity, each incremental system update, or system recertification, a PIA and SORN shall be evaluated. If the system (or modification) triggers a PIA the contractor shall support the development of PIA and SORN as required. The Privacy Act of 1974 requires the PIA and shall be part of the SLC process performed at either System or Release Definition.

- **Contingency Plan (CP):** This plan describes the steps to be taken to ensure that an automated system or facility can be recovered from service disruptions in the event of emergencies and/or disasters. The Contractor shall support annual contingency plan testing and shall provide a Contingency Plan Test Results Report.
- **Security Test and Evaluation (ST&E):** This document evaluates each security control and countermeasure to verify operation in the manner intended. Test parameters are established based on results of the RA. An ST&E shall be conducted for each Major Application and each General Support System as part of the certification process. The Contractor shall support this process.
- **Risk Assessment (RA):** This document identifies threats and vulnerabilities, assesses the impacts of the threats, evaluates in-place countermeasures, and identifies additional countermeasures necessary to ensure an acceptable level of security. The RA shall be completed after completing the NIST 800-53 evaluation, Contingency Plan Testing, and the ST&E. Identified weakness shall be documented in a Plan of Action and Milestone (POA&M) in the USCIS Trusted Agent FISMA (TAF) tool. Each POA&M entry shall identify the cost of mitigating the weakness and the schedule for mitigating the weakness, as well as a POC for the mitigation efforts.
- **Certification and Accreditation (C&A):** This program establishes the extent to which a particular design and implementation of an automated system and the facilities housing that system meet a specified set of security requirements, based on the RA of security features and other technical requirements (certification), and the management authorization and approval of a system to process sensitive but unclassified information (accreditation). As appropriate the Contractor shall be granted access to the USCIS TAF and Risk Management System (RMS) tools to support C&A and its annual assessment requirements. Annual assessment activities shall include completion of the NIST 800-26 Self Assessment in TAF, annual review of user accounts, and annual review of the FIPS categorization. C&A status shall be reviewed for each incremental system update and a new full C&A process completed when a major system revision is anticipated.

5.7.7.4 Security Assurances

DHS Management Directives 4300 requires compliance with standards set forth by NIST, for evaluating computer systems used for processing SBU information. The Contractor shall ensure that requirements are allocated in the functional requirements and system design documents to security requirements are based on the DHS policy, NIST standards and applicable legislation and regulatory requirements. Systems shall offer the following visible security features:

- **User Identification and Authentication (I&A) – I&A** is the process of telling a system the identity of a subject (for example, a user) (I) and providing that the subject is who it claims to be (A). Systems shall be designed so that the identity of each user shall be established prior to authorizing system access, each system user shall have his/her own user ID and password, and each user is authenticated before access is permitted. All system and database administrative users shall have strong authentication, with passwords that shall conform to established DHS standards. All USCIS Identification and Authentication shall be done using the Password Issuance Control System (PICS) or its successor. Under no circumstances will Identification and Authentication be performed by other than the USCIS standard system in use at the time of a systems development.

- Discretionary Access Control (DAC) – DAC is a DHS access policy that restricts access to system objects (for example, files, directories, devices) based on the identity of the users and/or groups to which they belong. All system files shall be protected by a secondary access control measure.
- Object Reuse – Object Reuse is the reassignment to a subject (for example, user) of a medium that previously contained an object (for example, file). Systems that use memory to temporarily store user I&A information and any other SBU information shall be cleared before reallocation.
- Audit – DHS systems shall provide facilities for transaction auditing, which is the examination of a set of chronological records that provide evidence of system and user activity. Evidence of active review of audit logs shall be provided to the USCIS IT Security Office on a monthly basis, identifying all security findings including failed log in attempts, attempts to access restricted information, and password change activity.
- Banner Pages – DHS systems shall provide appropriate security banners at start up identifying the system or application as being a Government asset and subject to government laws and regulations. This requirement does not apply to public facing internet pages, but shall apply to intranet applications.

5.7.7.5 Data Security

SBU systems shall be protected from unauthorized access, modification, and denial of service. The Contractor shall ensure that all aspects of data security requirements (i.e. confidentiality, integrity, and availability) are included in the functional requirements and system design, and ensure that they meet the minimum requirements as set forth in the DHS Sensitive Systems Handbook and USCIS policies and procedures. These requirements include:

- Integrity – The computer systems used for processing SBU shall have data integrity controls to ensure that data is not modified (intentionally or unintentionally) or repudiated by either the sender or the receiver of the information. A risk analysis and vulnerability assessment shall be performed to determine what type of data integrity controls (e.g., cyclical redundancy checks, message authentication codes, security hash functions, and digital signatures, etc.) shall be used.
- Confidentiality – Controls shall be included to ensure that SBU information collected, stored, and transmitted by the system is protected against compromise. A risk analysis and vulnerability assessment shall be performed to determine if threats to the SBU exist. If it exists, data encryption shall be used to mitigate such threats.
- Availability – Controls shall be included to ensure that the system is continuously working and all services are fully available within a timeframe commensurate with the availability needs of the user community and the criticality of the information processed.
- Data Labeling. – The contractor shall ensure that documents and media are labeled consistent with the DHS Sensitive Systems Handbook.

5.8 Information Technology Requirements

5.8.1 DHS Information Technology Standards

The Contractor shall furnish the full range of solutions and services necessary to meet requirements of this contract as related to the categories described below. All solutions and services must meet DHS policies, standards, and procedures (e.g. enterprise architecture, information assurance, and personnel, physical and system security).

5.8.2 Information Technology Lifecycle Management (ITLM)

The contractor shall create and maintain IT solutions under the governance of the USCIS Information Technology Lifecycle Management (ITLM). ITLM is different from a systems development lifecycle (SDLC) by emphasizing the entire lifecycle, rather than centering on the development component. The focus and applicability of the process is extended to a broader scope of technology initiatives, such as commercial-off-the-shelf/Government off-the-shelf (COTS/GOTS) implementation and infrastructure-related projects where little development or customization to a product occurs. The ITLM process enables oversight of the technical, security, and quality aspects of technology projects and management of the integration of technology into the USCIS organization by guiding IT projects through USCIS process and documentation requirements.

Individual IT solution developments are "tailored" based upon the needs and size of the project. Tailoring is the review of the scope, risk, and context of a project to select the appropriate ITLM activities, documents, and reviews to be completed by the project team. This approach enables small projects with limited scope and risk to achieve alignment with the ITLM process without having to complete a full range of lifecycle activities and documentation typically required for large-scale, complex information system projects. The product of tailoring is a customized work pattern that identifies the ITLM activities, documents, and reviews necessary for a project to successfully complete the ITLM process.

The USCIS ITLM Manual documents all system activities required for the development, operation, and disposition of IT security systems. Required systems analysis, deliverables, and security activities are identified in the ITLM manual by lifecycle phase.

5.8.3 Homeland Security Enterprise Architecture (HLS EA) Compliance

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures as it relates to this Statement of Work and associated Task Orders. Specifically, the contractor shall comply with the following Homeland Security 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 Technology 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.

5.8.4 Transfer of Hardware/Software Maintenance Agreements to Follow-On Contractors

The contractor shall ensure that all hardware/software agreements entered into under this task order are transferable to the Government and/or to other contractors at the discretion of the Government.

5.8.5 Section 508 of The Rehabilitation Act

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, including but not limited to IOE Implementation Plans, within this work statement shall indicate how compliance with Section 508 standards will be accomplished for both products and services and shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable standards have been identified:

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

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

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

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

36 CFR 1194.25 – Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. that are procured or developed under this work statement. Specifically but not limited to items using biometrics as described in this work order shall apply with this requirement as well as any other technical standard involving the use of software or Web based interfaces.

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

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

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

Exceptions for this work statement have been determined by DHS and only the exceptions described herein 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.

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.

5.9 Personnel Provisions

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:

(b) (4)



5.9.1 Contractor Substitution of Personnel

The contractor shall not remove or replace any personnel designated as key personnel, for either this task order or any issued and currently executing optional CLIN, without the written concurrence of the Contracting Officer. Prior to utilizing other than personnel specified in the proposals in response to the task order, the contractor shall notify the Government Contracting Officer and the COTR. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government CO and the COTR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination (Cost Reimbursement) or FAR 52.249-8, Default (Fixed-Price Supply and Service). If deemed necessary by the Government, contractor personnel at no additional cost shall give substitute personnel a one (1) day orientation to the Government and with no change in the delivery schedule.

5.9.2 Unsatisfactory Performance by Contractor Personnel

In the event that the performance of assigned contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the task order, the Government reserves the right to request and receive satisfactory personnel replacement

within 10 calendar days of receipt by the contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel shall have the same minimum qualifications as specified in the Government's initial request and/or as proposed to meet the requirements of the task order and meet any applicable security requirements.

HSAR 3052.209-72 Organizational Conflicts of Interest (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is described below.

The contractor, under the terms of this task order is neither obligated nor expected to deliver or provide material or perform support service work, which will place the contractor in an organizational conflict of interest, which could serve as a basis for excluding the contractor from supplying products or services to the Department of Homeland Security. Further, during the course of this task order, the Contracting Officer will not knowingly unilaterally direct the contractor to perform work, in contravention of the above understanding. The contractor is required to provide information regarding any situation in which the potential for an organizational conflict of interest exists. However, if the Contracting Officer discerns the potential for an organizational conflict of interest prior to the execution of any task or amendment thereto, the Contracting Officer shall notify the contractor per FAR 9.5, and the parties shall mutually take action to resolve any potential organizational conflict of interest. For the purposes of this clause, an organizational conflict of interest is understood to include: 1) tasking which involves the development of service requirements leading to competitive procurement(s); 2) possessing proprietary data of other contractors or access to source selection information not available to all competitors; and 3) providing services under this task order and any other task order which may potentially require the contractor to provide oversight over its own contract performance.

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

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

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

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

(d) Mitigation. If an Offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a

mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

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

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

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

5.10 Advertisements, Publicizing Awards, and News Releases

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. 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 publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

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.

5.11 Subcontracting

(a) The subcontracting plan small business subcontracting goals for large businesses under this Task Order are as follows:

Type of Business	Goal % of Total Planned Subcontracting Dollars
Small Business (SB)	40%
Small Disadvantaged Businesses (SDB)	05%
Women-Owned Small Businesses (WOSB)	05%
Service-Disabled Veteran Owned Small Business (SDVOSB)	03%
Veteran-Owned Small Business (included in SDVOSB)	03%
HUBZone	03%

(b) A subcontracting plan is required for this task order as prescribed in FAR 52.219-9 and in accordance with 3.8.4, Tab I, Small Business Subcontracting Plan.

(c) The Contractor may add or delete subcontractors without the express written consent of the Government. Although the Contractor has the ability to add or delete Subcontractors without express written consent of the CO, in accordance with FAR 52.244-2 – Subcontracts, if the

Contractor does not have an approved purchasing system, the Contractor shall obtain written contract level Contracting Officer consent prior to subcontracting under a:

- (1) Cost-reimbursement, T&M or labor hour type contract; or
- (2) Firm fixed price contract that exceeds \$75 million.

In such instances, contract level CO approval must be received prior to subcontracting. Any new T&M Subcontractor approved for addition to the task order shall be reimbursed via the labor rates set forth in Section B. No addition or adjustments will be made to account for added Subcontractors.

(d) The subcontracting plan, dated September 3, 2008, in response to the Task Order solicitation, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated herein.

5.12 DHS Clauses

Homeland Security Acquisition Regulation (HSAR) Clauses Incorporated By Reference
(<http://farsite.hill.af.mil/vfhsara.htm>)

HSAR Clause No.	Title	Date
3052.204-70 (EAGLE I.2)	Security Requirements for Unclassified Information Technology Resources	Dec 2003
3052.204-71 (EAGLE I.13)	Contractor Employee Access	Jun 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003
3052.245-70	Government Property Reports	Jun 2006

-END OF TASK ORDER PROVISIONS AND CLAUSES-