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CONTINUATION SHEET	HSHQDC-06-D-00058/HSHQDC-09-J-00118	3	25

TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	amount (F)
	(Labor Hour) IAW SOW Sections 5.2 - 5.10				
	(b)(4) of the following labor categories:				
	IT Senior Consultant @ (b) (4) per hour IT Consultant @ (b) (4) per hour				
	This contract line item number (CLIN) has a ceiling price of $(6)$ $(4)$				
	Accounting Info: 2009 HSOC08 30 3014 5001 2572 Funded:(5)(4)				
0004	Base Period: Independent Verification and Validation Technical Services for the Common Operational Picture (Labor Hour) IAW SOW Sections 5.2 - 5.10	1	LO	(b) (4)	(b) (4)
	1 LO = $(b)(4)$ of the following labor categories: IT Senior Consultant $(b)(4)$ per hour IT Consultant $(b)(4)$ per hour				
	This CLIN has a ceiling price of (b)(4)				
	Accounting Info: 2009 HSOC08 30 3014 5002 2572 Funded: (b)(4)				
0005	Base Period: Independent Verification and Validation Technical Services for Mission Systems (Labor Hour) IAW SOW Sections 5.2 - 5.10	1	LO	(b) (4)	<b>(b) (4)</b>
	1 LO = (b) hours of the following labor categories: IT Senior Consultant @ (b) (4) per hour IT Consultant @ (b) (4) per hour				
	This CLIN has a ceiling price of (b)(4).				
	Accounting Info: 2009 HSOC08 30 3014 5003 2572 Funded: (b) (4)				
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CONTINUATION SHEET	HSHQDC-06-D-00058/HSHQDC-09-J-00118	4	25

EAGLE E	INTERPRISE JV LLC				
ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	Base Period: Travel (Cost Reimbursement)  IAW SOW Section 10.0  NOT TO EXCEED (b) (4)  8.5% General and Administrative expense will be applied to Travel.  Product/Service Code: D399  Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES  Accounting Info: 2009 HSOCO8 30 3014 0000 2572  Funded: (b) (4)  Contractor travel will be reimbursed in accordance with the Federal Travel Regulations. Travel must be approved prior to travel by the Task Order Contracting Officer's Technical Representative (COTR). Travel to and from the work site will not be reimbursed and local travel expenses within the Washington Metropolitan area will not be reimbursed.	1	LO	(b) (4)	(6) (4)
0007	Base Period OPTION: Independent Verification and Validation Technical Services for the Homeland Security Information Network - Next Generation (Labor Hour)  IAW SOW Sections 5.11 - 5.16  1 LO = (D)(4) hours of the following labor categories:  IT Senior Consultant @ (b)(4) per hour  IT Consultant @ (b)(4) per hour  This CLIN has a ceiling price of (b)(4)  Amount: (D)(4) (Option Line Item)  Product/Service Code: D399  Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES	1	LO	(b) (d)	<b>(b)</b>
0008	Base Period OPTION: Independent Verification and Validation Technical Services for the Common Operational Picture (Labor Hour)  IAW SOW Sections 5.11 - 5.16  1 LO = (b) hours of the following labor categories:  IT Senior Consultant (c) (b) (4) per hour Continued	1	LO	(6) (4)	O. OO

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CONTINUATION SHEET	HSHQDC-06-D-00058/HSHQDC-09-J-00118	5	25

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	имп ( D )	UNIT PRICE (E)	amount (F)
	IT Consultant @ (b) (4) per hour  This CLIN has a ceiling price of (b) (4)  Amount: (b) (4) (Option Line Item)  Product/Service Code: D399  Product/Service Description: OTHER ADP &  TELECOMMUNICATIONS SERVICES				
0009	Base Period OPTION: Independent Verification and Validation Technical Services for Mission Systems (Labor Hour) IAW SOW Sections 5.11 - 5.16	1	LO	(b) (4)	0.00
	1 LO = (b) hours of the following labor categories:  IT Senior Consultant (b) (4) per hour  IT Consultant (b) (4) per hour  This CLIN has a ceiling price of (b) (4).  Amount: (b) (4) (Option Line Item)  Product/Service Code: D399  Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES				
.001	Option Period 1: Task Order Management: Monthly Status Reports (Fixed Price) In Accordance With (IAW) SOW Section 5.1.3 Amount: (b) (4) (Option Line Item) Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES	12	МО	(b) (4)	0.00
1002	Option Period 1: Independent Verification and Validation Technical Services for the Homeland Security Information Network - Next Generation (Labor Hour)  IAW SOW Sections 5.2 - 5.10  1 LO = (b) (4) hours of the following labor categories:  IT Senior Consultant @ (b) (4) per hour  IT Consultant @ (b) (4) per hour  This contract line item number (CLIN) has a ceiling price of (b) (4)  Amount: (b) (4) (Option Line Item)  Continued	1	LO	(b) (4)	0,00
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CONTINUATION SHEET	HSHQDC-06-D-00058/HSHQDC-09-J-00118	6	25

NAME OF OFFEROR OR CONTRACTOR
EAGLE ENTERPRISE JV LLC

TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	amount (F)
.003	Option Period 1: Independent Verification and Validation Technical Services for the Common Operational Picture (Labor Hour) IAW SOW Sections 5.2 - 5.10	1.	LO	(b) (4)	0.00
	1 LO = $(b)(4)$ hours of the following labor categories: IT Senior Consultant $(b)(4)$ per hour IT Consultant $(b)(4)$ per hour		***************************************		
	This contract line item number (CLIN) has a ceiling price of (b)(4).  Amount: (b)(4) (Option Line Item)				
.004	Option Period 1: Independent Verification and Validation Technical Services for Mission Systems (Labor Hour) IAW SOW Sections 5.2 - 5.10	1	LO	(b) (4)	0.00
	1 LO = (b) hours of the following labor categories:  IT Senior Consultant 0 (b) (4) per hour  IT Consultant 0(b) (4) per hour				
	This CLIN has a ceiling price of (b)(4).  Amount: (b)(4) (Option Line Item)				
.005	Option Period 1: Travel (Cost Reimbursement)  IAW SOW Section 10.0  NOT TO EXCEED (b) (4)  8.5% General and Administrative expense will be applied to Travel.  Amount: (b) (4) (Option Line Item)  Product/Service Code: D399  Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES	1	LO	(6) (4)	0.00
	Contractor travel will be reimbursed in accordance with the Federal Travel Regulations. Travel must be approved prior to travel by the Task Order Contracting Officer's Technical Representative (COTR). Travel to and from the work site will not be reimbursed and local travel expenses within the Washington Metropolitan area will not be reimbursed.				
006	Option Period 1 OPTION: Independent Verification Continued	1	LO	(b) (4)	0.00

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CONTINUATION SHEET	HSHQDC-06-D-00058/HSHQDC-09-J-00118	7	25

тем no. (Д)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	and Validation Technical Services for the Homeland Security Information Network - Next Generation (Labor Hour)  IAW SOW Sections 5.11 - 5.16				
	1 LO = (b) (4) hours of the following labor categories: IT Senior Consultant (b) (4) per hour IT Consultant (b) (4) per hour				
	This CLIN has a ceiling price of (b)(4).  Amount: (b)(4) (Option Line Item)  Product/Service Code: D399  Product/Service Description: OTHER ADP &  TELECOMMUNICATIONS SERVICES	***************************************	Transfer of the state of the st		
.007	Option Period 1 OPTION: Independent Verification and Validation Technical Services for the Common Operational Picture (Labor Hour)  IAW SOW Sections 5.11 - 5.16	1,	LO	(b) (4)	0.00
	1 LO = (b) hours of the following labor categories:  IT Senior Consultant @ (b) (4) per hour  IT Consultant @ (b) (4) per hour				
	This CLIN has a ceiling price of \$85,711.20.  Amount: (b)(4) (Option Line Item)  Product/Service Code: D399  Product/Service Description: OTHER ADP &  TELECOMMUNICATIONS SERVICES				
.008	Option Period 1 OPTION: Independent Verification and Validation Technical Services for Mission Systems (Labor Hour) IAW SOW Sections 5.11 - 5.16	1	LO	(b) (4)	0,00
	1 LO = (b) hours of the following labor categories: IT Senior Consultant @ (b) (4) per hour IT Consultant @ (b) (4) per hour				
	This CLIN has a ceiling price of (5)(4).  Amount: (b)(4) (Option Line Item)  Product/Service Code: D399  Product/Service Description: OTHER ADP &  TELECOMMUNICATIONS SERVICES  Continued				

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CONTINUATION SHEET	HSHQDC-06-D-00058/HSHQDC-09-J-00118	8	25
MANUE OF OFFEDOR OR CONTRACTOR			

M NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	The total amount of award: \$2,382,460.72. The obligation for this award is shown in box 26.				
					,
					d.

## PART II - PACKAGING AND MARKING

## 1. Marking of Reports

All reports shall prominently show on the cover of the report:

- (a) Name and business address of the Contractor;
- (b) Title/identification of report;
- (c) Type of report;
- (d) Period covered by the report;
- (e) Contract Number; and,
- (f) Name of Recipient

#### PART III – INSPECTION AND ACCEPTANCE

# 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(a) Definitions. As used in this clause—

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last

#### PART III – INSPECTION AND ACCEPTANCE

delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
  - (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—
- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

#### PART IV – DELIVERIES OR PERFORMANCE

#### NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

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<u>NUMBER</u>	TITLE	<b>DATE</b>
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

#### 1. PERIOD OF PERFORMANCE OF THE TASK ORDER

Base Period: Twelve (12) Months

Option Period 1: Twelve (12) Months following the completion of the Base Period

#### 2. PLACE OF PERFORMANCE

The place of performance shall be at the Contractor's facilities; however, occasionally, the Contractor may be required to provide services at Government facilities within the Washington D.C. area. Also, the Contractor may be required to provide services outside of the Washington Metropolitan Area to include Outside the Continental United States.

#### PART V – CONTRACT ADMINISTRATION

## 1. POINTS OF CONTACT IN THE PROCURING CONTRACTING OFFICE FOR THIS TASK ORDER:

a. Chiara Best, Contracting Officer
 U.S. Department of Homeland Security
 Office of Procurement Operations
 Intelligence and Operations Acquisitions Division
 (202) 447-5702
 E-mail: Chiara.Best@dhs.gov

Keira Buggs, Contract Specialist
 U.S. Department of Homeland Security
 Office of Procurement Operations
 Intelligence and Operations Acquisitions Division
 (202) 447-5704
 E-mail: Keira.Buggs@dhs.gov

## 2. DESIGNATION OF CONTRACTING OFFICE'S TECHNICAL REPRESENTATIVE (COTR)

The COTR for this Task Order is:

Wayne Kirkland U.S. Department of Homeland Security Office of Operations Coordination and Planning (202) 447 - 3991 E-mail: Wayne.Kirkland@dhs.gov

#### 3. INVOICE AND PAYMENT PROVISIONS

(a) The <u>original invoice</u> shall be submitted to the Finance office designated herein:

ATTN: Rita France, Finance Division, Building 66
Department of Homeland Security
Federal Law Enforcement Training Center (FLETC)
1131 Chapel Crossing Road
Bldg. 66 – FINANCE
Glynco, GA 31524
(912) 267-2686 (phone)
E-mail: Rita.France@dhs.gov

#### PART V – CONTRACT ADMINISTRATION

Copies of the invoice shall be submitted to FLETC, the Contracting Officer, Contract Specialist and the COTR concurrently. The invoice must contain the 1) contract number; 2) order number; and 3) applicable contract line item number(s).

To constitute a proper invoice, the invoices must include those items cited in FAR 52.232-1 Payments (APR 1984), FAR 52.232-7 Payments under Time-and Materials and Labor-Hour Contracts (FEB 2007) – Alternate I (FEB 2007), and FAR 52.232-25 Prompt Payment (OCT 2008), paragraphs (a)(3)(i) through (a)(3)(x).

- (b) Payment shall be made to the contractor upon delivery to and acceptance by the Government office requesting services in the following manner:
  - 1. For CLIN 0001, the contractor is authorized to bill, upon completion of the services, the associated unit price for the CLIN delineated in the Price schedule.
  - For CLINs 0002 and 1001, the contractor is authorized to bill, on monthly basis, the associated unit price for the CLINs delineated in the Price schedule.
  - 3. For CLINs 0003 through 0005, 0007 through 0009, 1002 through 1004 and 1006 through 1008, the contractor is authorized to bill, on a monthly basis, for the direct labor hours performed at the rates delineated in the Price schedule.
  - 4. For CLINs 0006 and 1005, the contractor is authorized to bill, on a monthly basis, for the travel costs associated with completed travel.

### PART VI – SPECIAL CONTRACT REQUIREMENTS

#### 1. TRAVEL

Costs for transportation, lodging, meals and incidental expenses incurred by contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. The contractor will not be reimbursed for travel expenses within a 50-mile radius of the worksite. Local travel expenses within the Washington Metropolitan area will not be reimbursed (this includes parking). All travel outside the Washington Metropolitan area must be approved by the COTR in advance. No travel will be reimbursed without prior approval from the COTR

#### 2. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

#### a. Contractor Performance Evaluations

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

#### b. Electronic Access to Contractor Performance Evaluations

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

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the

## PART VI – SPECIAL CONTRACT REQUIREMENTS

primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

#### 3. IDENTIFICATION OF CONTRACTOR PERSONNEL

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

Name
Position or Professional Title
Company name
Supporting the \_\_\_\_\_ division/office of DHS
Phone
Fax
Other contact information as desired

#### 4. POST AWARD ORIENTATION

A Post Award Orientation meeting will be scheduled within ten (10) business days after task order award. The orientation aids both the Government and Contractor personnel to (1) achieve a clear and mutual understanding of all task order requirements and (2) identify and resolve potential problems. Attendees will be at a minimum: Task Order Contracting Officer, Task Order Contract Specialist, Task Order Contracting Officer's Technical Representative and the Contractor's Program Manager.

The Post Award Orientation will take place at 301 7<sup>th</sup> Street, SW, Washington, D.C. The Task Order Contracting Officer will establish the time of the orientation, prepare the meeting agenda and notify the appropriate Government and Contractor representatives of the meeting.

#### 1. Delivery Order Clauses

The Contractor's EAGLE contract clauses are incorporated into this task order.

#### 2. Federal Acquisition Regulation (FAR) Clauses

#### NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

CITATION NUMBER	TITLE	<u>DATE</u>
FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT DEC 2007	
FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) DEC 2007	

#### FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with—
- (1) The Security Agreement (<u>DD Form 441</u>), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and
  - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

# FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the current period of performance.

#### FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 29 days of the end of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 24 months.

#### 3. Homeland Security Acquisition Regulation (HSAR) Clauses

## HSAR 3052,204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) (Alt I – JUN 2006)

- (a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
  - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
  - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
  - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
  - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives,

computer drives, network software, computer software, software programs, intranet sites, and internet sites.

- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

#### **ALTERNATE I (JUN 2006)**

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

- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by

the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
  - (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
  - (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
  - (3) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

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

#### (This clause must be completed by the Offeror)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary

of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

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

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

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

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

- (1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
  - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
    - (i) warrants;
    - (ii) options;
    - (iii) contracts to acquire stock;
    - (iv) convertible debt instruments; and
    - (v) others similar interests.
  - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) I	Disclosure. The offeror under this solicitation represents that [Check one]:
	it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
	it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
	it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
	(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

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

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

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

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

# PART VIII – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1 Statement of Work (SOW) – IV&V Technical Services (40 pages)

Attachment 2 Contract Security Classification Specification (DD Form 254) (2 pages)

#### Statement of Work

## 1.0 Project: Independent Verification and Validation (IV&V) Technical Services for the Office of Operations Coordination and Planning

#### 2.0 Background: IV&V Capability

The Office of Operations Coordination and Planning (OPS) mission is to monitor the security of the Unites States on a daily basis and coordinate activities within the Department and with governors, Homeland Security advisors, law enforcement partners, and critical infrastructure operators in all 50 states and more than 50 major urban areas nationwide. OPS needs Independent Verification and Validation (IV&V) services to confirm that OPS receives quality information technology (IT) application, technology, and infrastructure deliverables using Industry Best Practices and Government statutory and regulatory guidelines.

#### 3.0 Scope

**3.1** EAGLE Functional Category 3 – Independent Test, Validation, Verification and Evaluation apply to the work to be performed. This procurement is set-aside for small businesses.

The Contractor shall provide the full range of IV&V services through the monitoring and evaluation of three (3) OPS IT systems to ensure that OPS provides quality IT application and infrastructure products. IV&V services must use methods and concepts based on Government statutory and regulatory guidelines and Industry Best Practices and concepts that are innovative, practical, cost-effective and conducive to an Information Technology Lifecycle quality monitoring environment. OPS will put into place a capability to conduct IV&V activities in all of its IT solutions from inception to completion. The IV&V services include the fifteen (15) capabilities listed in Statement of Work (SOW) sections 3.3 and 3.4.

#### 3.2 IV&V services shall be performed on the following IT systems

#### 3.2.1 Homeland Security Information Network Next Generation

The principal function provides the means to distribute information and Sensitive But Unclassified (SBU) intelligence. HSIN provides services to the DHS National Operations Center (NOC) mission-specific applications, including hosting the Common Operating Picture (COP) and its analytic tools.

#### 3.2.2 Common Operational Picture

The National Operations Center (NOC) Common Operational Picture provides the capability for collecting, sharing, displaying multi-dimensional information supporting collaborative planning and response to national security incidents.

#### 3.2.3 Mission Systems (MS)

Mission Systems (MS) program provides operational capabilities and infrastructure supporting OPS, the National Operations Center (NOC) and the associated Continuity of Operations (COOP) for collection, storage, production, display, and dissemination of information. The MS investment support includes: desktop voice and data devices; voice, data and video communications systems; networking equipment; wired and non-wired communications services and networks.

**3.2.4** OPS requires an IV&V capability to support the entire Information Technology Lifecycle and governance compliance of OPS IT application and infrastructure solutions.

The principle objectives of this requirement are to:

- Evaluate processes
- Audit to compare and measure the extent that deliverables comply with processes
- Confirm that deliverables comply with quality requirements

#### 3.3 Required IV&V Capabilities

The initial tasking will include the following IV&V capabilities:

- 1. Requirements Managements
- 2. Quality Assurance
- 3. Configuration, Change and Release Management
- 4. Operating Environment
- 5. Monitoring Software Development
- 6. Test and Evaluation
- 7. Data Management
- 8. IT Governance and Enterprise Architecture
- 9. IV&V Strategic and Management Support

#### 3.4 Optional IV&V Capabilities:

Optional tasks may include the optional IV&V capabilities that follow. The Contractor <u>is</u> <u>not authorized</u> to begin work on these tasks until the Task Order Contracting Officer provides authorization through a task order modification. Optional tasks may include the following:

- 1. Capability Maturity Model Integration (CMMI)
- 2. Business Management
- 3. Evaluation Project Planning
- 4. Project Management
- 5. Training

6. IT Security Auditing

### 4.0 Applicable References

The applicable documents that apply to the Statement of Work (SOW) are listed in the chart that follows. The Contractor shall be guided by these documents as necessary to accomplish the requirements in the SOW. The Contractor shall use the following documents with regards to the IV&V technical methods, concepts, and Industry's Best Practices as overarching technical guidance in providing OPS with an IV&V capability. They are for official use only (FOUO) or are DHS sensitive. The Contractor shall be knowledgeable and familiar with the most current reference guidance. Reference versions are current at issuance of the solicitation.

Document Name	Publication Number/Applicable Web Site
DHS Enterprise Architecture	IT Security Architecture
	Vol 1: Network & Systems Infrastructure
	(PROVIDED AS GOVERNEMENT FURNISHED INFORMATION (GFI) FOLLOWING AWARD)
	IT Security Architecture
	Vol 2: Security Operations and Support
	(PROVIDED AS GFI FOLLOWING AWARD)
	IT Security Architecture
	Vol 3: Application Infrastructure Design
	(PROVIDED AS GFI FOLLOWING AWARD)
DHS Strategic Plan	http://www.dhs.gov/xabout/strategicplan/
DHS Technical Reference Model	DHS Enterprise Architecture Annual Compact Disk, (PROVIDED AS GFI FOLLOWING AWARD); see <a href="http://www.whitehouse.gov/omb/egov/a-6-trm.html">http://www.whitehouse.gov/omb/egov/a-6-trm.html</a> for an example of the concept
CPIC	Capital Planning and Investment Control (CPIC) Guide
	(PROVIDED AS GFI FOLLOWING AWARD)
Institute of Electrical and Electronic	IEEE Std 1012-2004
Engineers Standard for Software Verification and Validation	ISBN: 0738146412
volitication and vandation	http://www.ieee.org, order from IEEE
DHS System Life Cycle, Version 0.9	The most current SLC is "draft" Version 0.9 dated 14 December 2007 and is being reviewed internally by DHS and is not available for public dissemination at this time
	(PROVIDED AS GFI FOLLOWING AWARD)
The Software Engineering Institute	http://www.sei.cmu.edu/cmmi/
(SEI) Capability Maturity Model- Integrated	http://www.sei.cmu.edu/cmmi/publications/cmmi-book-v12.html
Standard CMMI Appraisal Method	Method Definition Document
for Process Improvement (SCAMPI)	CMU/SEI-2006-HB-002, http://www.sei.cmu.edu/pub/documents/06.reports/pdf/06hb002.pdf

Document Name	Publication Number/Applicable Web Site
DHS Management Directive (MD)	IT-Systems Security
4300	(PROVIDED AS GFI FOLLOWING AWARD)
Federal Information Security Management Act (FISMA) of 2002, November 25, 2002	http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf
Federal Financial Management Improvement Act of 1996 (FFMIA), P.L. 104-208	http://www.ustreas.gov/offices/enforcement/ofac/legal/statutes/pl104_208.pdf
Federal Managers' Financial Integrity Act of 1982 (FMFIA), P.L. 97-255	http://www.ustreas.gov/falc/mgt_control_pgm/fmfia.pdf
Privacy Act of 1974, As Amended. 5 United States Code (U.S.C.) 552a, Public Law 93-579, Washington, D.C., July 14, 1987	http://www.defenselink.mil/privacy/documents/pa1974.pdf
Public Law 107-296, Homeland Security Act of 2002	http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f;publ296.107.pdf
Office of Management and Budget (OMB) Circular A-130,  Management of Federal Information  Resources	http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html
OMB Circular A-123, Management's Responsibility for Internal Control, Revised, December 21, 2004	http://www.whitehouse.gov/omb/circulars/a123/a123.html

Document Name	Publication Number/Applicable Web Site
OMB Circular A-127, Financial Management Systems, Revised December 1, 2004	http://www.whitehouse.gov/omb/circulars/a127/a127.html
OMB Memorandum M-06-16, Protection of Sensitive Agency Information, June 23, 2006	http://www.whitehouse.gov/omb/memoranda/fy2006/m06-16.pdf
OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E- Government Act of 2002, September 26, 2003	http://www.whitehouse.gov/omb/memoranda/m03-22.html
OMB Memorandum M-04-04 - E- Authentication Guidance for Federal Agencies, December 16, 2003	http://www.whitehouse.gov/omb/memoranda/fy04/m04-04.pdf
OMB Memorandum M-07-16 - Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007	http://www.whitehouse.gov/omb/memoranda/fy2007/m07-16.pdf
National Institute of Standards and Technology (NIST) Special	FIPS 800-16 http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf
Publications (e.g., 800-16, 800-34,	http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf
800-37, 800-50, 800-53 Revision 1,	http://csrc.nist.gov/publications/nistpubs/800-16/Appendix_E.pdf
800-53 Revision 2, 800-53A, 800-55 Revision 1, 800-88) and Federal	FIPS 800-34 http://csrc.nist.gov/publications/nistpubs/800-34/sp800-34.pdf
Information Processing Standards (FIPS) (e.g., FIPS 199, 200)	FIPS 800-37 http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-37-Rev.%201
	FIPS 800-50 http://csrc.nist.gov/publications/nistpubs/800-50/NIST-SP800-50.pdf
	FIPS 800-53 http://csrc.nist.gov/publications/nistpubs/800-53A/SP800-53A-final-sz.pdf
	FIPS 800-53A http://csrc.nist.gov/publications/nistpubs/800-53A/SP800-53A-final-sz.pdf
	FIPS 800-55 http://csrc.nist.gov/publications/nistpubs/800-55-Rev1/SP800-55-rev1.pdf
	FIPS 800-88 http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf
	FIPS 199 http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf
	FIPS 200 http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf
Department of State 12 Foreign Affairs Manual (FAM) 600, Information Security Technology, June 22, 2000	http://www.state.gov/m/a/dir/regs/fam/c23038.htm
CNSS Instruction No. 4009, National Information Assurance Glossary, Revised June 2006	http://www.cnss.gov/Assets/pdf/cnssi_4009.pdf

Document Name	Publication Number/Applicable Web Site
CNSS Instruction No. 1001, National Instruction on Classified Information Spillage, February 2008	http://www.cnss.gov/Assets/pdf/CNSSI-1001.pdf
Information Systems Audit and	ISO/IEC 17024:2003
Control Association (ISACA) – Certified Information System Auditor (CISA)	http://www.iso.org/iso/en/CatalogueDetailPage.CatalogueDetail?CSNUMBE R=29346
	http://www.isaca.org/
Control Objectives for Information	ISBN 1-933284-72-2
and related Technology (CoBIT) practices.	www.itgi.org, order from ITGI
Information Technology Infrastructure Library (ITIL)	http://www.itil.org.uk/
Information Security Certification & Accreditation Remediation Plan for Information Systems IV&V Project Manager.	http://www.isaca.org/Template.cfm?Section=Home&CONTENTID=20608&TEMPLATE=/ContentManagement/ContentDisplay.cfm
DHS Management Directive (MD) 4010	Section 508 Program Management Office & Electronic and Information Technology Accessibility, refer to <a href="http://www.acquisition.gov/far/current/html/FARTOCP01.html#249713">http://www.acquisition.gov/far/current/html/FARTOCP01.html#249713</a> <a href="http://www.acquisition.gov/far/current/html/FARTOCP39.html#223485">http://www.acquisition.gov/far/current/html/FARTOCP39.html#223485</a>
	http://www.access-board.gov/508.htm
	http://www.section508.gov
Section 508 Compliance	Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)
	http://www.section508.gov/index.cfm?%20%20FuseAction=Content&ID=12

#### 5.0 Tasks

Independent Verification and Validation (IV&V) is a systems engineering discipline which helps an information technology (IT) organization build quality into its planning, development, and provisioning of software and infrastructure. It is the process of monitoring and evaluating applications performed by an organization that is implementing a system solution, patch, or update. IV&V includes the testing of any applied solution, patch, or update to address any security vulnerability, threats, and/ or risk. Validation examines the complete application (software, hardware, procedures) to determine that the solution meets the user's needs; verification determines if the application produced at each phase/step of the development/enhancement effort is well engineered.

Additionally this requirement covers preparing test scripts to test to a COTR identified system for information assurance compliance. This might include ensuring that the system complies with information assurance best practices, policy, regulations, statues, and code of the U.S. Government.

The Contractor shall provide IV&V services (Tasks 5.1 through 5.16) on the three (3) OPS IT systems identified in SOW sections 3.2.1 through 3.2.3. The Contractor shall document its IV&V efforts via contract deliverables as identified in Section 6.0 of this SOW.

## 5.1 Task Order Management

#### 5.1.1 Kick-Off Meeting

The Contractor shall present 1) its proposed methodology for completing the requirements in the SOW; and 2) the DRAFT project management plan contained in the Contractor's quote at the Kick-Off meeting. In addition, the Contractor shall record the meeting notes. The Kick-Off presentation shall be delivered at the Kick-Off meeting and the Kick-Off meeting notes shall be delivered seven (7) business days after the Kick-Off meeting.

The Kick-Off Meeting will be scheduled with ten (10) business days after task order award AND favorable entry on duty (EOD) is granted. It will take place at OPS headquarters.

#### 5.1.2 Final Project Management Plan

The Final Project Management Plan shall be a refined and finalized version of the DRAFT Project Management Plan submitted with the technical quote. The Final Project Management Plan, at a minimum, shall contain 1) the contractor's overall approach to management of the task order; 2) the purpose, scope and objectives of the requirement; 3) the roles and responsibilities of team members; 4) a staffing plan (number of staff needed by project role along with required skill levels); 5) source of staff including subcontractor arrangements and management (if any subcontractors); 6)

timely provision of fully cleared staff; 7) a work breakdown structure or table that describes work activities and corresponding schedule of all tasks; 8) a risk management plan; 9) a quality assurance plan; and 10) an explanation as to how the performance of this task order will be managed in conjunction with other EAGLE orders placed with the Contractor.

The Final Project Management Plan shall be delivered seven (7) business days after the Kick-Off Meeting.

### 5.1.3 Monthly Status Reports

The Contractor shall provide monthly Status reports to the TO COTR, TO Government Contracting Officer and TO Contracting Specialist. The Status reports shall contain a heading with the following information at a minimum:

- a. Contract number
- b. Task order number
- c. Task Order Period of Performance
- d. Contractor Name, Project Manager's name and telephone number
- e. Task Order Award amount
- f. Period of Performance being reported
- g. Date of submission

The Contractor shall assist DHS in compiling useful data on work performed under this task order. Each status report will contain the following support items:

- a. A brief, factual summary description of technical progress;
- b. For each task, provide: a summary of work completed, work in progress and work planned; and for labor hour tasks include hours/dollars expended for the reporting period and cumulatively and hours/dollars remaining;
- c. Identify significant problems and their impacts, causes, proposed corrective actions; and the effect that such corrective actions will have on the accomplishments of the task order objectives;
- d. The Schedule status or the degree of completion of tasks/activities by time intervals;
- e. Upcoming events; and
- f. Travel;

Page 10 of 40

#### 5.2 Requirements Management Task Area Activities

The Contractor shall conduct IV&V activities related to Requirements Management to include:

- 5.2.1 Verify and validate there are established processes and procedures for requirements' management which are articulated in accurate and concise documentation. Verify that there are requirements' tracking tools established and readily available throughout the Information Technology Lifecycle.
- 5.2.2 Make recommendations to OPS personnel responsible for generating OPS business and IT system requirements regarding standard framework for the collection, storage and validation of those requirements.
- 5.2.3 Verify and validate that there is a process for managing and coordinating requirements' documentation. Verify that recommended revisions to requirements are conducted in accordance with existing management policies, processes, and procedures.
- 5.2.4 Verify and validate that there is a process in place for establishing and maintaining standard processes for identifying, tracking, and resolving issues related to the business and IT Project requirements.
- 5.2.5 Verify and validate that sufficient amount of training and briefings on industry best practices in the field of business and IT requirements management exists.
- 5.2.6 Verify and validate that system requirements are well-defined, understood and documented. Prepares and delivers the Preliminary Design Review Approval Template.
- 5.2.7 Verify and validate that there is a process for allocating system requirements to hardware and software requirements.
- 5.2.8 Verify and validate that software requirements can be traced through a Commercial-Off-The-Shelf (COTS) software application's functionality specification, or design code functionality specifications and test phases, to verify that the system performs as intended and contains no unnecessary software elements.
- 5.2.9 Verify that all business and IT requirements are under formal configuration control.
- 5.2.10 Examine the current "as is" condition of operational (legacy) IT systems. This will be used by the Contractor as a basis for further analysis and as a means to gain a clearer understanding of the business processes being supported.

- 5.2.11 Analyze and provide recommendations to establish an integrated enterprise solution meeting the specified functional requirements and in keeping with OPS and DHS enterprise architectures as an enterprise-level service in support of OPS "Transformation" efforts.
- 5.2.12 Provide transition planning strategy recommendations and actions to achieve the desired "end-state" and all of the estimated costs associated with making the transition.
- 5.2.13 Verify and validate that security concerns are considered during the requirements' phase and are incorporated into the initial design.
- 5.2.14 Verify and validate that recommendations are made on project policies and procedures to ensure that the system is secure and that the privacy of client data is maintained.
- 5.2.15 Evaluate the projects' restrictions on system and data access.
- 5.2.16 Verify and validate that project security and risk analysis are conducted as part of the requirements' generation process.
- 5.2.17 Verify and validate that processes are established to safely back up and archive client and project data at appropriate intervals.
- 5.2.18 Verify and validate that an analysis of client, program and agency needs and objectives have been performed in order to verify that requirements of the system are well understood, well defined, and satisfy Federal statutory and regulatory requirements.
- 5.2.19 Verify and validate that stakeholders have been consulted about the desired functionality of the system, and that users have been involved in the prototyping of the user interface.
- 5.2.20 Verify and validate that stakeholders are consulted and have agreed to changes that impact project objectives, cost, or schedule.
- 5.2.21 Verify and validate that performance requirements (e.g. timing, response time and throughput) satisfy user needs.
- 5.2.22 Verify and validate that the user's maintenance requirements for the system are completely specified.
- 5.2.23 Validate the requirements'-gathering process to ensure accuracy and integrity.
- 5.2.24 Verify and validate that all system interfaces, including input/output control codes, are accurately described, by medium and by function.

- 5.2.25 Verify and validate that approved interface documents are available and that appropriate relationships (such as interface working groups) are established.
- 5.2.26 Verify and validate that all system requirements have been allocated to either a software or hardware subsystem.
- 5.2.27 Verify and validate that requirement specifications have been developed in a sufficient level of detail.
- 5.2.28 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.2.1 through Task 5.2.27.
- 5.2.29 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.2.1 through Task 5.2.27 and will include recommendations regarding any issues identified.

# 5.3 Quality Assurance Task Area Description Activities

The Contractor shall conduct IV&V activities related to Quality Assurance to include:

- 5.3.1 Verify and validate that all system and infrastructure projects follow the System Life Cycle (SLC) processes.
- 5.3.2 Develop an SLC development methodology/work products plan for the projects.
- 5.3.3 Verify and validate the quality of all IT Lifecycle work-products produced by the project.
- 5.3.4 Verify that projects are prepared properly and participate in SLC gate reviews.
- 5.3.5 Verify that projects have received formal approval at gate reviews before entering new phases of the lifecycle.
- 5.3.6 Verify and validate that project self-evaluations are performed and that measures are continually taken to improve the process.
- 5.3.7 Review and make recommendations on all defined processes and product standards associated with the project.
- 5.3.8 Verify and validate that all major development processes are defined and that the defined and approved processes and standards are followed in development.
- 5.3.9 Verify and validate that the processes and standards are compatible with each other and with the system development methodology.

- 5.3.10 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.3.1 through Task 5.3.9.
- 5.3.11 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.3.1 through Task 5.3.9 and will include recommendations regarding any issues identified

# 5.4 Configuration, Change and Release Management Task Area Description Activities

The Contractor shall conduct IV&V activities related to Configuration, Change and Release Management to include:

- 5.4.1 Verify and validate that the configuration management identification process is established for software and hardware and documented properly.
- 5.4.2 Verify that all audit changes, deviations, and waivers are tracked and controlled.
- 5.4.3 Verify that configuration audits and reviews are conducted on a routine basis.
- 5.4.4 Verify and validate the enterprise-wide use of Configuration Management (CM) tool suite and ensure that OPS CM investments and software assets are maintained.
- 5.4.5 Verify that CM software tools are analyzed and evaluated on a routine basis.
- 5.4.6 Verify that IT products and technical specifications are researched via a well-defined process.
- 5.4.7 Verify that OPS Information Technology Document Library, which houses all of OPS authorized IT documents, approved systems change requests, in-house developed applications, and software are properly managed and maintained
- 5.4.8 Verify that all software and hardware configuration items changes are property tested and that only correct versions of authorized software and hardware are installed in the production environment. Prepares and delivers the Production Readiness Review Approval Template for each system/software.
- 5.4.9 Verify that there is an existing process to establish application release categories and enforce standard processes associated with those categories.
- 5.4.10 Verify and validate there is an established process to facilitate the Test Readiness Review (TRR) and Release Readiness Review (RRR) for all OPS development and release efforts. Prepares and delivers complete Test Readiness Review Approval Template.

- 5.4.11 Verify and validate that there is an established process to administer and manage the content of OPS document library, hardware store, and release management communication tools (including posting system releases).
- 5.4.12 Review and evaluate the configuration management (CM) plans and procedures associated with the development process.
- 5.4.13 Verify and validate with the Developer that all critical development documents, including but not limited to requirements, design, and code are maintained under an appropriate level of control.
- 5.4.14 Verify and validate that there are established processes and tools to identify code versions and to rebuild system configurations from source code.
- 5.4.15 Verify that the appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are established for approving deliverables.
- 5.4.16 Verify and validate that appropriate processes and tools are established to manage system changes, including formal logging of change requests and the review, prioritization and timely scheduling of maintenance actions.
- 5.4.17 Verify that mechanisms are established to prevent unauthorized changes from being made to the system and to the wrong version.
- 5.4.18 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.4.1 through Task 5.4.17.
- 5.4.19 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.4.1 through Task 5.4.17 and will include recommendations regarding any issues identified.

# 5.5 Operating Environment Task Area Description Activities

The Contractor shall conduct IV&V activities related to the Operating Environment to include:

- 5.5.1 Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed requirements.
- 5.5.2 Verify whether the hardware is compatible with the existing processing environment, is maintainable, and is easily upgradeable. This evaluation will include, but is not limited to, Central Processing Units (CPUs) and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems Local Area Networks/Wide Area Networks (LAN/WAN), terminals, printers and storage devices.
- 5.5.3 Evaluate current and projected vendor support of the hardware.

- 5.5.4 Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements
- 5.5.5 Evaluate whether the software is compatible with the existing hardware and software environment, is maintainable, and is easily upgradeable. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols.
- 5.5.6 Evaluate current and projected vendor support of the software.
- 5.5.7 Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.
- 5.5.8 Verify whether the database's data format is easily convertible to other formats, it supports the addition of new data items, it is scaleable, it is easily refreshable and it is compatible with the database's existing hardware and software.
- 5.5.9 Evaluate any current and projected vendor support, as well as OPS' acquisition plans and procedures.
- 5.5.10 Evaluate the existing processing capacity of the system and verify that it is adequate for current wide needs for both batch and on-line processing.
- 5.5.11 Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.
- 5.5.12 Evaluate existing measurement and capacity planning programs and evaluate the system's capacity to support future growth.
- 5.5.13 Evaluate the results of any volume testing or stress testing.
- 5.5.14 Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.
- 5.5.15 Provide simulation and modeling services to ensure OPS has the means of evaluating parameters before making a high-dollar commitment and impacting the current architecture.
- 5.5.16 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.5.1 through Task 5.5.15.
- 5.5.17 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.5.1 through Task 5.5.15 and will include recommendations regarding any issues identified.

# 5.6 Monitoring Software Development Task Area Description Activities

The Contractor shall conduct IV&V activities related to the Software Development Monitoring to include:

- 5.6.1 Evaluate and make recommendations on existing high level design products to verify that the design is workable, efficient, and satisfies all system and system interface requirements.
- 5.6.2 Evaluate the design products for adherence to the project design methodology and standards.
- 5.6.3 Evaluate the design and analysis process used to develop the design and make recommendations for improvements.
- 5.6.4 Verify and validate that all design products are under configuration control and formally approved before detailed design begins.
- 5.6.5 Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high level design requirements.
- 5.6.6 Evaluate the design products for adherence to the project design methodology and standards.
- 5.6.7 Verify and validate that design requirements can be traced back to system requirements and high level design.
- Verify and validate that all design products are under configuration control and formally approved before coding begins. Prepares and delivers complete Preliminary Design under Review Approval Template.
- 5.6.9 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.6.1 through Task 5.6.8.
- 5.6.10 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.6.1 through Task 5.6.8 and will include recommendations regarding any issues identified.

# 5.7 Test and Evaluation Task Area Description Activities

The Contractor shall conduct IV&V activities related to the Test and Evaluation to include:

5.7.1 Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules. Develops, maintains and delivers revisions to the test and evaluation master plan.

- 5.7.2 Evaluate the level of automation and the availability of the system test environment.
- 5.7.3 Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
- 5.7.4 Evaluate the plans, requirements, environment, tools, and procedures for pilot testing the system. Conducts pilot testing and reports and delivers Pilot Test Results Reports.
- 5.7.5 Verify that a sufficient number and type of case scenarios are used to ensure that a comprehensive, but manageable, testing is run in a realistic and real-time environment.
- 5.7.6 Verify that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers, and expected results. Prepares and delivers Test Case Specification documentation.
- 5.7.7 Verify that test results are verified, that the correct code configuration has been used, and that the tests runs are appropriately documented, including formal logging of errors found in testing.
- 5.7.8 Evaluate interface testing plans and procedures for compliance with industry standards and Federal Statutory and Regulatory guidance applicable to OPS IT investments (e.g. Section 508 of the Rehabilitation Act, as amended (29 U.S.C. §794d)). Conducts, prepares and delivers test templates, test scripts, test plans, test reports and recommendations associated with Section 508 compliance testing.
- 5.7.9 Verify how acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to testing and how the results of the test must be documented. Acceptance procedures must also address the process to correct any software product which fails acceptance testing.
- 5.7.10 Verify the satisfactory performance of the appropriate acceptance testing based on the defined acceptance criteria before software products are accepted. Prepares and delivers the acceptance test reports.
- 5.7.11 Provide Integrated Performance and Security Testing and documentation on new and modified system in accordance with the applicable procedures and processes within the documents identified in Section 4.0 of this SOW. This testing will ensure that the IT product/s delivered to the field will perform the required functions within performance requirements in a secure fashion within the existing infrastructure. It is imperative that IV&V of this nature be performed in consideration of all IT components and processes necessary to deliver service to the end user.

- 5.7.12 Provide load and stress testing and interpret results to determine application response times for discrete transactions. The Contractor shall verify activities are coordinated with all stakeholders according to schedules and plans, while ensuring testing activities are thoroughly documented in support of lifecycle development activities.
- 5.7.13 Provide System/Software Acceptance Testing (SAT) services to assess whether the final product meets the approved requirements and design specifications. The Contractor shall use the functional requirements as described in the Functional Requirements Document to determine if the product performs the business functions as needed by the user. Prepares System/Software Acceptance Testing Templates, Test Scripts, Test Reports and Follow on Reports.
- 5.7.14 Develop a SAT plan for each OPS application and provide daily electronic SAT status report.
- 5.7.15 Provide a final independent SAT Analysis Summary Report.
- 5.7.16 Develop a standard User Acceptance Testing (UAT) template and instruction sheet.
- 5.7.17 Support UAT facilitation activities to include: identifying, tracking and reporting all defects and discrepancies; providing management with daily and weekly status reports; and compiling a UAT Test Analysis Summary Report.
- 5.7.18 Provide Security testing services to validate how well a system meets predefined technical control security requirements to prevent unauthorized internal or external access or willful damage. The Contractor shall conduct Security testing to establish an application's security baseline and identify a level of security risk prior to production implementation.
- 5.7.19 Support OPS in setting up a virtual lab service, to be provisioned by OPS that is a configuration-controlled environment with production matched (or production-like) equipment and software. The lab service should be agile in its ability to configure and/or reallocate shared resources according to an aggressive schedule. The Contractor shall specify test environments and administer virtual lab environments assigned by OPS in support of: Systems Acceptance Testing, System Security Testing, Interoperability Testing, Performance Testing, Simulation and Modeling, and Application Tuning.
- 5.7.20 Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
- 5.7.21 Provide Section 508 compliance testing. Section 508 compliance testing shall include preparation of the following: system/software acceptance testing templates and plans, user acceptance testing templates and plans, test plans, test scripts, testing reports, ad hoc reports and recommendation reports.

- 5.7.22 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.7.1 through Task 5.7.21.
- 5.7.23 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.7.1 through Task 5.7.21 and will include recommendations regarding any issues identified.

# 5.8 Data Management Task Area Description Activities

The Contractor shall conduct IV&V activities related to the Data Management to include:

- 5.8.1 Evaluate existing and proposed plans, procedures and software for data conversion.
- 5.8.2 Verify that procedures are established and followed to review the final data for completeness and accuracy and to perform data clean-up as required.
- 5.8.3 Verify conversion error rates and if the error rates are manageable.
- 5.8.4 Make recommendations to increase the efficiency of the conversion process and to maintain the integrity of the data during the conversion.
- 5.8.5 Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.
- 5.8.6 Recommend improvements to existing designs in order to improve data integrity and system performance.
- 5.8.7 Evaluate the design for maintainability, scalability, technological refresh feasibility, concurrence, normalization (where appropriate) and any other factors affecting performance and data integrity.
- 5.8.8 Evaluate the project's process for administering the database, including backup, recovery, performance analysis and control of data item creation.
- 5.8.9 Verify the existence and completeness of database design documents, including, but not limited to: Entity Relation Diagram (or equivalent), data dictionary, and database schema.
- 5.8.10 Verify that the database design documents are consistent with what has been deployed.
- 5.8.11 Verify that data entities are mapped to business processes in the detailed design document
- 5.8.12 The Contractor shall prepare and deliver recurring IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.8.1 through Task 5.8.11.

The Contractor shall prepare for each major system and/or as directed by the Task Order Contracting Officer Technical Representative an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.8.1 through Task 5.8.11 and will include recommendations regarding any issues identified.

# 5.9 IT Governance and Enterprise Architecture Task Area Description Activities

The Contractor shall conduct IV&V activities related to the IT Governance and Enterprise Architecture to include:

- 5.9.1 Verify and validate that OPS IT operations and solutions are in strategic alignment and compliance with all DHS governance goals, policies and procedures. Compares, prepares and references the Technical Reference Model and related documentation, provides updates to existing version descriptions. Prepares and delivers Version Description Document Templates and related documentation. Compares and updates existing Technical Reference Model entries and related documentation necessary to support the system/software lifecycle management documentation.
- 5.9.2 Verify and validate that OPS IT solutions are designed, developed, deployed, and operationally maintained in strategic alignment and architectural compliance with all DHS Enterprise Architectural goals, policies, and procedures.
- 5.9.3 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.9.1 and Task 5.9.2.
- 5.9.4 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.9.1 and Task 5.9.2 and will include recommendations regarding any issues identified.

# 5.10 IV&V Strategic and Management Support

The Contractor shall provide IV&V Strategic and Management Support to include:

- 5.10.1 Formal Presentations: Prepare and deliver a formal presentation(s) on the status of OPS IV&V activities and efforts listed in Tasks 5.2 through 5.9. OPS will attempt to provide the Contractor with at least ten (10) business days notice prior to any formal presentation requirements. It is anticipated that there will be no more than one formal presentation per quarter.
- 5.10.2 Ad hoc reports which consist of reports generated from inquiries from oversight or other organizations. The existing statement work does not identify or schedule these reports. However these reports are necessary for compliance with management controls. The frequency may range from daily to monthly. Periodically, the Contractor shall be required to prepare Ad Hoc reports related to Task 5.2 through Task 5.9. The format of the AD Hoc reports will be

- specified by the Task Order COTR. AD Hoc Reporting is not limited to white papers, Trip Reports, Power Point Presentations or Spread sheet presentations.
- 5.10.3 The Contractor shall assist the Government Program Manager with defining the intent and focus of the Contract's IV&V efforts and in coordinating, monitoring, and tracking of all IV&V activities.
- 5.10.4 The Contractor shall develop an IV&V management methodology for the Government.
- 5.10.5 The Contractor shall develop and provide educational and stakeholder briefings weekly on the IV&V, SLC, and associated processes and procedures training and assistance to OPS project teams and staff.
- 5.10.6 The Contractor shall support OPS with the continuous implementation of best practices in the field of IV&V.

# 5.11 Capability Maturity Model Integration (CMMI) Task Area Description Activities (OPTIONAL TASK)

The Contractor shall conduct, perform, execute, and report upon the following IV&V activities related to the CMMI using the Standard CMMI Appraisal Method for Process Improvements (SCAMPI) as the COTR will identify and tailored according to the arising requirements. The COTR will identify the necessary CMMI process areas IV&V activities (project planning, requirements management, configuration management, measurement and analysis, organizational process definition, integrated project management, risk management, requirements of the, technical solution, and project integration). The activities or identified as follows:

- 5.11.1 Perform Standard CMMI Appraisal Method for Process Improvements (SCAMPI) "A" appraisals in accordance with guidelines set forth in the Carnegie Mellon Software Engineering Institute (SEI) "SCAMPI A Version 1.2 Method Definition Document" for OPS IT potential and selected OPS contractors.
  - 5.11.1.1 It is desired that the Contractor provide personnel that possess the SEI-SCAMPI professional certification to support the activities in this Task Area.
- 5.11.2 Perform Standard CMMI Appraisal Method for Process Improvements (SCAMPI) "A" High Maturity appraisals in accordance with guidelines set forth in the Carnegie Mellon Software Engineering Institute (SEI) "SCAMPI A Version 1.2 Method Definition Document" for OPS IT potential and selected OPS contractors.
  - 5.11.2.1 It is desired that the Contractor provide personnel that possess the SEI-SCAMPI professional certification to support the activities in this Task Area.

# 5.12 Business Management Task Area Description Activities (OPTIONAL TASK)

The Contractor shall conduct IV&V activities related to Business Management to include:

- 5.12.1 Verify and validate that the project office has established and complies with the processes and procedures for receiving, reviewing, accepting, rejecting, disseminating and storing of contract deliverables.
- 5.12.2 Verify that there are processes and procedures for communication between the Government project support staff, the performance Contractor, and the Government Contracting Officer for the project.
- 5.12.3 Verify and validate that there are established processes and procedures for the timely review and approval of invoices and to ensure the Contactor adheres to all contract performance metrics.
- 5.12.4 Verify and validate that the project office is staffed with an adequate number of assigned personnel possessing the required skills and experience to properly manage the contract.
- 5.12.5 Verify and validate that the project office is in compliance with the most current published DHS/OPS/OPS Organizational Element (OE) (order of authority policy guidance/directives with regards to business management process and procedures and that any deviation from policy guidance/directives is documented in the form of an approved waiver or mitigation plan.
- 5.12.6 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.12.1 through Task 5.12.5.
- 5.12.7 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.12.1 through Task 5.12.5 and will include recommendations regarding any issues identified.

# 5.13 Evaluate Project Planning Task Area Activities (OPTIONAL TASK)

The Contractor shall conduct IV&V activities related to Project Planning to include:

- 5.13.1 Verify and validate that the project fully supports and adheres to OPS and DHS Strategic Objectives. Identify shortfalls and make recommendations to correct any deficiencies.
- 5.13.2 Review and make recommendations to ensure that solicitation documents adequately inform potential vendors about project objectives, requirements, risks, and other solicitation documentation components (example: ensure that legal, regulatory, policy and security references or applicable documentation are current and contain the correct document name, version, and applicable section references).
  - 5.13.2.1 Verify that high-visibility contractual clauses are included within the solicitation documentation and are presented in a manner that can be readily and easily interpreted by the potential vendors. (e.g. Section 508 compliance, Earned Value reporting requirements)
- 5.13.3 Verify and validate that solicitation evaluation criteria are consistent with project objectives evaluation processes and are consistently applied. Verify evaluation criteria are metrics-based and clearly articulated within the solicitation documents and make any recommendations necessary to improve the evaluation criteria.
- 5.13.4 Verify and validate that the obligations of the vendor, sub-contractors and external staff are clearly defined (e.g. terms, conditions, statement of work, requirements, technical standards, performance standards, development milestones, acceptance criteria, delivery dates, etc.). This includes ensuring the inclusion of performance metrics allowing the tracking of project performance and progress against the program's criteria.
- 5.13.5 Perform continuous assessments and reviews of program methodologies used for feasibility studies, ensuring that the methodologies are objective, reasonable, measurable, repeatable, consistent, accurate and verifiable. Review, evaluate, and ensure that Cost Benefit Analyses are reasonable.
- 5.13.6 Verify that all reasonable alternatives for meeting projects needs have been considered. Verify and validate that there are established processes for conducting realistic Market Research and Surveys.
- 5.13.7 Verify and validate the projects risks, costs, and benefits.
- 5.13.8 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.13.1 through Task 5.13.7.

5.13.9 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.13.1 through Task 5.13.7 and will include recommendations regarding any issues identified.

# 5.14 Project Management Task Area Description Activities (OPTIONAL TASK)

The Contractor shall conduct IV&V activities related to Project Management to include:

- 5.14.1 Verify and validate that the project is staffed with an adequate number of assigned personnel possessing the required certifications, qualifications, skills and experience to properly manage the contract.
- 5.14.2 Verify that there are established program control processes to properly manage the project (e.g. Risk Management Planning, internal and external reporting processes and procedures, Earned Value Reporting monitoring, budget monitoring, etc.).
- 5.14.3 Verify and validate that there is a process for communicating between the project management office, the corresponding OPS business office and IT product end-users.
- 5.14.4 Verify compliance with the established program control processes.
- 5.14.5 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.14.1 through Task 5.14.4.
- 5.14.6 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.14.1 through Task 5.14.4 and will include recommendations regarding any issues identified.

# 5.15 Training Task Area Description Activities (OPTIONAL TASK)

The Contractor shall conduct IV&V activities related to Training to include:

- 5.15.1 Review and make recommendations to improve the training provided to system-users. Verify that there is a sufficient transfer of knowledge for maintenance and operation of the new system.
- 5.15.2 Verify and validate that material and service desk support is easily available to all users.
- 5.15.3 Verify and validate that necessary training policies, processes, and documentation are available to users.
- 5.15.4 Verify and validate that all training is evaluated and monitored for effectiveness.

- 5.15.5 The Contractor shall prepare an IV&V Monthly Status Report documenting the status, findings and recommendations of the IV&V activities listed in Task 5.15.1 through Task 5.15.4
- 5.15.6 The Contractor shall prepare an IV&V Final Report documenting all of the findings identified in the IV&V activities listed in Task 5.15.1 through Task 5.15.4 and will include recommendations regarding any issues identified

# 5.16 IT Security Auditing Task Area Descriptions (OPTIONAL TASK)

The Contractor shall conduct IV&V activities related to the IT Security Auditing to include:

- 5.16.1 Provide project planning and scheduling support for all Certification and Accreditation (C&A) activities in accordance with the applicable procedures and processes within the documents identified in Section 4.0 of this SOW.
  - 5.16.1.1 It is desired that the Contractor provide personnel that possess the Certified Information Security Manager (CISM) and Certified Information Systems Auditor (CISA) professional certifications to support the activities in this as well as other Task Areas.
- 5.16.2 Provide staff that will travel to OPS sites to perform Certification and Accreditation (C&A) activities. The contractor staff shall have the necessary training, experience, and it is desired that the Contractor provide personnel that posses certifications (examples: Certified Information Systems Security Professional [CISSP], Certified Information Systems Auditor [CISA], Certified Information Systems Manager [CISM]) in performing C&A in accordance with Federal Information Management Act (FISMA) of 2002 requirements to include the use of Enterprise C&A Tool, and SecureInfo's Risk Management System (RMS), and/or any subsequent MGMT/OCIO identified tool. Typically, the contractor staff will be responsible for all phases of the C&A, to include: Initiation Phase, Security Certification phase, Security Accreditation phase, and Continuous Monitoring phase. Each phase in the C&A process consists of a set of well-defined tasks and subtasks that are to be carried out.
- 5.16.3 As a result of on site C&A activities, the Contractor shall complete the C&A package as a deliverable to OPS Information System Security Manager (ISSM) for each site, or system completed in performance of this task order. The C&A shall be packaged with all documents properly loaded into the RMS tool, all documents uploaded into Trusted Agent FISMA (TAF) and accepted by DHS document review staff and finally a Plan of Action and Milestones (POA&M) for deficiencies and entered into TAF. Prepares and delivers Certification and Accreditation Assessment Report.
- 5.16.4 It is desired that the Contractor provide certified staff with experience performing C&A activities in accordance with the DHS Information Security Certification & Accreditation Remediation Plan, Version 1.0, dated September 30, 2005 for Information Systems IV&V Project Manager.
- 5.16.5 As part of the certification and accreditation phases, the Contractor shall prepare a comprehensive assessment of the management, operational, and technical security controls of the information system. This assessment will support the accreditation and will document the extent to which controls are implemented correctly, operating as intended and produce the desired outcomes to meet the DHS security requirements of the systems.

- 5.16.6 The Contractor shall create Security Assessment Reports (SAR), as required, containing all of the relevant security certification documentation information. Each SAR shall summarize each system evaluation to include an assessment of the adequacy of the system security documentation relating to System Security Plan and Risk Assessment and any testing, inspections and interviews with key system personnel. The SAR shall also summarize the results of the security test and evaluations and includes results of network scans. The SAR shall also outline all the FIPS 199 System Categorizations, ascertain the overall level of risk to the system, document all unmet security requirements, identify all residual risk, and outlines and include a POA&M for mitigation of unmet security requirements.
  - 5.16.6.1 The SAR is used as the basis for the Certification Official (CO) to make a recommendation to grant an Authority to Operate (ATO). This recommendation is documented in the CO Letter. The CO Letter notes the FISP 199 Categorization and the level of risk as to Low, Moderate or High. It also categorizes all unmet security requirements, and recommends whether the Designated Accrediting Authority (DAA) should grant an ATO with a suggested time period based upon the system status. An ATO may be granted for up to 3 years.
- 5.16.7 In preparation for the briefing to the DAA, the Contractor shall assist in composing a draft DAA letter. The DAA letter will identify any residual risks. The DAA letter is the official management decision given by a senior agency official to authorize the operation of the system and to explicitly accept the risk to agency operations, agency assets, or individuals based upon the implementation of the security controls.
- 5.16.8 The Contractor shall conduct network scans. As part of the Security Test and Evaluation (STE) of a General Support System, network scans are conducted to support the C&A process. Network tools, the ISS Internet Scanner, and the Microsoft Baseline Analyzer, are used to gather and analyze data to verify and validate the secure operating environments. These tools analyze configurations, patch levels and operating systems to find vulnerabilities related to workstations, servers, and firewalls that could be exploited by hackers. The results of scans are incorporated into the Security Assessment Report.

- 5.16.9 The Contractor shall conduct a Privacy Threshold Analysis (PTA). As part of the Remediation 2006, 11 artifacts (See Section 5.13.9.3) are required for C&A. The PTA is one of these required artifacts and it will be completed for each application or General Support System (GSS). Once entered into the Trusted Agent FISMA (TAF) enterprise management application, the DHS Privacy Office validates the PTA and makes the official determination if a Privacy Impact Assessment (PIA) is needed. Since the Privacy Act relates to major applications that contain systems of records, we anticipate that there will be no Privacy Impact Assessment (PIA) needed for GS Systems. In support of the PTA, the Contractor shall conduct Information Systems Security Office (ISSO) activities as delineated in DHS Management Directive 4300.
  - 5.16.9.1 The TAF is a DHS enterprise C&A management tool. Both ISSO and security engineers use the TAF to review documents and upload all final C&A documents (currently 11 artifacts). Once uploaded, these artifacts are validated by the appropriate DHS independent verifier and, once approved, count toward 100% goal for each system accreditation. The Contractor shall be responsible for uploading all of the requisite OPS C&A data into the TAF.
  - 5.16.9.2 NIST 800- 53 Controls were required to be implemented no later than March 2007. The current RMS tool incorporates these controls based upon the impact level (high, moderate, low) to each security objective (confidentiality, integrity, and availability) and each GSS is evaluated based upon these security controls. The Contractor shall be responsible for uploading all of the requisite OPS C&A data into the RMS
- 5.16.10 The Contractor shall prepare C&A Packages. A completed C&A package will typically include the items specified in the following table to comply with established RMS and FISMA standards.

	C&A Document Artifacts						
1	FIPS 199 Categorization Completed						
2	Privacy Impact Determination/Assessment						
3	E-Authentication Determination/Assessment						
4	Risk Assessment						
5	System Security Plan						
6	Contingency Plan						
7	Contingency Plan Test Results						
8	Security Test & Evaluation Plan						
9	Security Assessment Report						

	C&A Document Artifacts						
10-	ATO Letter						
11	Annual Self Assessment						

# 6.0 Deliverables and Delivery Schedule

All deliverables shall be prepared using Microsoft Office Suite module tools and delivered electronically to the Task Order (TO) Government Contracting Officer Technical Representative (COTR) with a transmittal notice of delivery to the TO Contracting Officer and TO Contract Specialist (CS) by the close of business 4:00 PM local time (Washington, D.C) unless otherwise stated in the Deliverable Table. Note: The Contractor shall send a copy of the monthly status report (Task 5.1.3) to the TO Government Contracting Officer and TO Contract Specialist. Deliverables shall be free of any known computer virus or defects. If the Government finds a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

Each deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package. The letter shall clearly indicate the following:

- (a) Contract Number;
- (b) Task Order Number;
- (c) Name and address of the Contractor;
- (d) Name and address of the TO COTR;
- (e) Description of the item shipped, including the associated contract line item number;
- (f) Table of contents of the items in the shipment.

In the event the Contractor anticipates difficulty in complying with any deliverable, the Contractor shall provide written notification immediately to the TO Government Contracting Officer, TO CS and TO COTR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any task order delivery schedule, or any rights or remedies provided by law under the EAGLE contract.

# 6.1 Review of Deliverables

The Government will provide written acceptance, comments and/or change requests, if any, within five (5) business days from receipt by the Government of the deliverable. Upon receipt of the Government comments, the Contractor shall have two (2) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

# 6.2 Deliverable Table

THE DELIVERABLE DUE DATES OF ALL DELIVERABLES LISTED IN THE TABLE SHALL COMMENCE AFTER FAVORABLE ENTRY ON DUTY (EOD) IS GRANTED.

TASK DELIVERABLE TITLE NUMBER		DUE DATES					
		At the Kick-Off Meeting					
	Kick-Off Meeting Notes	Seven (7) business days after Kick-Off meeting					
5.1.2	Final Project Management Plan	Seven (7) business days after Kick-Off meeting					
5.1.3	Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.2.28	IV & V Requirements Management Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.2.29	IV & V Requirements Management Final Report	5 days after scheduled completion date for the action					
5.3.2	SLC Development Methodology /Work Product Plan	5 days after scheduled completion date for the action					
5.3.10	IV & V Quality Assurance Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.3.11	IV & V Quality Assurance Final Report	5 days after scheduled completion date for the action					
5.4.18  IV & V Configuration, Change and Release Management (CCRM)  Monthly Status Report		The 5 <sup>th</sup> business day of each month					
5.4.19	IV & V CCRM Final Report	5 days after scheduled completion date for the action					
5.5.16	IV & V Operating Environment Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.5.17	IV & V Operating Environment Final Report	5 days after scheduled completion date for the action					
5.6.9	IV & V Monitoring Software Development Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.6.10	IV & V Monitoring Software Development Final Report	5 days after scheduled completion date for the action					
5.7.14	Software/System Acceptance Testing Plan	5 days after scheduled completion date for the action					
5.7.15	Software/System Acceptance Testing Analysis Summary Report	5 days after scheduled completion date for the action					
5.7.16	User Acceptability Testing Template and Instruction Sheet	5 days after scheduled completion date for the action					
5.7.19	Security Testing Report	3 days after scheduled completion date for the action					
5.7.20	Testing Evaluation Compliance Recommended Configuration Report	3 days after scheduled completion date for the action					

TASK DELIVERABLE TITLE		DUE DATES					
<b>NUMBER</b> 5.7.21	Section 508 Compliance Testing	3 days after scheduled completion date for the					
	1	action					
5.7.22	IV & V Test and Evaluation	The 5 <sup>th</sup> business day of each month					
5.5.00	Monthly Status Report						
5.7.23	IV & V Test and Evaluation Final Report	5 days after scheduled completion date for the action					
5.8.12	IV & V Data Management Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.8.13	IV & V Data Management Final Report	5 days after scheduled completion date for the action					
5.9.3	IV & V IT Governance and Enterprise Architecture Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.9.4	IV & V IT Governance and Enterprise Architecture Final Report	5 days after scheduled completion date for the action					
5.10.1	IV&V Status Presentations	Will be given ten (10) business days notice prior to due date. Probably no more than one (1) per quarter					
5.10.2	Ad Hoc Reports	As required by the Task Order COTR within 3 hours					
5.10.3	Develop IV&V guidance	As required by the Task Order COTR within 1 day					
5.10.4	IV&V management methodology document	As required by the Task Order COTR within 1 day					
5.7.2; 5.5.2; 5.5.1; 5.5.9; 5.5.10; 5.5.11; 5.5.12; 5.5.13; 5.5.14; 5.6; 5.7.21; 5.8;	Update OPS Software Lifecycle (SLC)	As required by the Task Order COTR within 1 day					
5.9; 5.10; 5.13							
5.10.5	SLC Briefings	As required by the Task Order COTR within 1 day					
5.10.3	Test Report Deliverables	As required by the Task Order COTR within 1 day					
5.7.18	Preliminary Security Risk Assessment	As required by the Task Order COTR within 1 day					
5.16.8	Security Test & Evaluation (ST&E) Plan template	As required by the Task Order COTR within 1 day					
5.7 5.7.4	Test and Evaluation Master Plan (TEMP)	As required by the Task Order COTR within 1 day					
5.2.6 5.6.8	Preliminary Design Review Approval Template	As required by the Task Order COTR within 1 day					

TASK DELIVERABLE TITLE NUMBER		DUE DATES					
5.7.6	Test Case Specification	As required by the Task Order COTR within 1 day					
5.7.13	System Acceptance Test Procedures	As required by the Task Order COTR within 1 day					
5.9.1	Version Description Document Template	As required by the Task Order COTR within 1 day					
5.4.10	Test Readiness Review Approval Template	As required by the Task Order COTR within 1 day					
5.7.8 5.7.13	System Test Report	As required by the Task Order COTR within 1 day					
5.7.10	Acceptance Test Report	As required by the Task Order COTR within 1 day					
5.7.8 5.7.21	Section 508 Assistive Technology Interoperability Test Report	As required by the Task Order COTR within 1 day					
5.4.8	Production Readiness Review Approval Template	As required by the Task Order COTR within 1 day					
5.7.4 Pilot Test Results Report		As required by the Task Order COTR within 1 day					
5.7.13	Follow-On Test Results	As required by the Task Order COTR					
5.11.3	IV&V Capability Maturity Model Integration (CMMI) Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.11.4	IV & V CMMI Final Report	5 days after scheduled completion date for the action					
5.12.6	IV&V Business Management Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.12.7	IV&V Business Management Final Report	5 days after scheduled completion date for the action					
5.13.8	IV&V Evaluate Project Planning Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.13.9	IV&V Evaluate Project Planning Final Report	5 days after scheduled completion date for the action					
5.14.5	IV&V Project Management Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.14.6	IV&V Project Management Final Report	5 days after scheduled completion date for the action					
5.15.5	IV&V Training Monthly Status Report	The 5 <sup>th</sup> business day of each month					
5.15.6	IV&V Training Final Report	5 days after scheduled completion date for the action					

TASK NUMBER	DELIVERABLE TITLE	DUE DATES
5.16.1	Project Planning and Scheduling Report for all IV&Vs requiring a C&A effort	5 days after scheduled completion date for the action
5.16.2 5.16.3 5.16.6.1 5.16.7 5.16.8	Certification & Accreditation Assessment Report (Information Assurance)	5 days after scheduled completion date for the action
5.16.5 5.16.6	SAR Report	5 days after scheduled completion date for the action
5.16.7	DAA Letter (Draft)	5 days after scheduled completion date for the action
5.16.9	PTA	5 days after scheduled completion date for the action
5.16.3	C&A Package	5 days after scheduled completion date for the action

# 7.0 Government Furnished Property (GFP)/Government Furnished Information (GFI)

- 7.1 The Government will not provide any GFP; however, the Contractor may occasionally work at Government facilities, in which case the Government will provide access to computer workstations.
- 7.2 The GFI in the following list will be provided by the COTR following award of the task order. The GFI is For Official Use Only (FOUO) or DHS sensitive. The Task Order COTR will coordinate the Contractor's access to required GFI.
  - 7.2.1 DHS Enterprise Architecture, IT Security Architecture Vol 1: Network & Systems Infrastructure
  - 7.2.2 DHS Enterprise Architecture, IT Security Architecture Vol 2: Security Operations and Support
  - 7.2.3 DHS Enterprise Architecture, IT Security Architecture Vol 3: Application Infrastructure Design
  - 7.2.4 Capital Planning and Investment Control (CPIC) Guide
  - 7.2.5 DHS System Life Cycle, Version 0.9
  - 7.2.6 DHS Technical Reference Model, DHS Enterprise Architecture Annual Compact Disk
  - 7.2.7 DHS Management Directive (MD) 4300 IT Systems Security

# 8.0 Place of Performance

The Contractor will provide Off-site (Contractor facility) services. Occasionally, the contractor shall be required to provide services at Government facilities within the Washington, D.C. area. Also, the Contractor may be required to provide services outside of the Washington Metropolitan Area to include Outside the Continental United States.

#### 9.0 Period of Performance

The period of performance will be for one twelve (12) month base period and one twelve (12) month option period following the completion of the base period.

# 10.0 Travel

Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e. designated work site) shall not be reimbursed. Travel will be reimbursed in accordance with the Federal Travel Regulations. Travel will not be reimbursed within a 50 mile radius of the worksite. The Contractor must get Task Order COTR approval prior to travel. All travel must comply with the Federal Travel Regulations.

The Contractor shall coordinate specific travel arrangements with the Task Order COTR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel. If any travel arrangements cause additional costs to the task order that exceed those previously negotiated, written approval by Task Order modification issued by the Task Order Contracting Officer is required prior to undertaking such travel. The project management plan must include proposed travel.

The Contractor shall to the maximum practical extent, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase and or existing Department transportation. Charges associated with itinerary changes and cancellations of nonrefundable airline tickets are reimbursable as long as the changes are approved by the Task Order COTR.

# 11.0 Task Order (TO) Contracting Officer's Technical Representative (COTR)

The TO COTR represents the TO Contracting Officer by administration of technical details within the scope of the task order. The TO COTR performs functions under the task order such as review or inspection and acceptance of supplies, services and other functions of a technical nature. The TO COTR and Contractor may not make any representations or commitments on behalf of the TO Government Contracting Officer or the Government. The Contractor may not construe TO COTR inquiries as direction to work outside of the scope of the statement of work. The Task Order COTR does not have authority to alter the Contractor's obligations or to change the task order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specifications, changes will be issued in

writing and signed by the TO Government Contracting Officer. The contractor may propose changes to existing task order by sending such request to the task order Government Contracting Officer.

#### 12.0 Non-Personal Services

The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The understanding is that personal services do not exist with this statement of work. The parties recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. The contractor may not represent the government an inherently governmental decisions.

Contractor personnel under this task order shall not (i) be placed in a position where there is an appearance that they are employed by a Federal Officer or are under the supervision, direction or evaluation of a Federal Officer or (ii) be placed in a position of command, supervision, administration or control over Government personnel.

# 13.0 SECURITY REQUIREMENTS

# **Access to DHS Facilities**

The Government will provide cleared contractor personnel with access to appropriate DHS facilities. All contractor personnel shall wear badges or have nameplates that identify the company or contractor for which they work while performing any work activity on Government facilities.

The contractor must have a corporate facility clearance at the Secret level at time of award in order to be eligible for award. In addition, Contractor personnel assigned to this task order are required to have a Secret clearance by the beginning of the task order performance. ALL Secret level work will be conducted at appropriately cleared government facilities.

# **Security Clearances**

For the entire duration of this contract effort, including any option periods exercised, the contractor shall provide personnel cleared at the Secret level. On a case by case basis, the COTR has the ability to waive the security requirement to work on efforts at the sensitive but unclassified level only. All of the contractor's employees will be required to pass DHS suitability.

Costs associated with obtaining security clearance shall not be charged as a direct cost to the contract. The vendor must demonstrate that they already have the necessary cleared personnel

and place of performance clearance to perform this contract by the end of the transition-in period.

# DHS SECURITY REQUIREMENTS

#### IDENTIFICATION/BUILDING PASS

The Contractor shall coordinate with the COTR to assure that any contractor employee requiring access to the DHS offices has a contractor identification/building pass. Personnel designated by the COTR shall complete appropriate forms specified by the DHS Office of Security for security clearance requirements. The contractor shall see that all passes are returned to the Government as employees are dismissed, terminated or when the need for the employee to have access to DHS offices ceases.

# SECURITY CLEARANCE REQUIREMENTS

# ADDITIONAL GENERAL SECURITY INFORMATION

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

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

Contractor employees will be given a suitability determination unless this requirement is waived under Departmental procedures. Requirements for suitability determination are defined in Clause H-14.

#### **CLASSIFIED CONTRACTS**

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

The Contractor shall abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, an attachment to the contract, and the National Industrial Security Program Operating Manual (NISPOM) for protection of classified information at its cleared place of performance, if applicable, as directed by the Defense Security Service.

If the Contractor is required to have access to classified information at a DHS or other Government facility, it shall abide by the requirements set forth by the agency.

# GENERAL REQUIREMENT

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

# CONTRACTOR PERSONNEL

# **EMPLOYMENT ELIGIBILITY**

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

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

#### CONTINUED ELIGIBILITY

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

# **TERMINATION**

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

# SUITABILITY DETERMINATION

DHS may, as it deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a

Government facility without a favorable EOD decision or suitability determination by the Security Office.

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

#### **BACKGROUND INVESTIGATIONS**

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

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

Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation.

ALTERNATIVE CITIZENSHIP REQUIREMENTS FOR NON-IT CONTRACTS

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

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

#### INFORMATION TECHOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

Contractor access will be terminated for unauthorized use.

# INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

# **REFERENCES - DHS Office of Security**

Your POC at the Security Office is: DHS, Office of Security Personnel Security Staff Attn: Ronnie Mitchell Washington DC 20528

Telephone: (202) 447-5385

# US DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

 1. CLEARANCE AND SAFEGUARDING
a. FACILITY CLEARANCE REQUIRED
SECRET
b. LEVEL OF SAFEGUARDING REQUIRED
NONE

to all security aspects of this effort.)								NONE			
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)					3	3. THIS SPECIFICATION IS: (X and complete as applicable)					
x A. PRIME CONTRACT NUMBER HSHQDC-06-D-00058 HSHQDC-09-J-00118				2	x	a. ORI	ORIGINAL (Complete date in all cases)  Date (YYYYMM 2009051				
	b. SUBCONTRACT NUMBER							/ISED (Supersedes previous specs)	Revision No.	ato ( <i>YYYYM</i>	MOD)
	c. SOLICITATION OR OTHER NUMBER	Due D	ate ( YYY	YMMDO	)		c. Fin	AL (Complete item 6 in		ate ( <i>YYYYM</i>	MOD)
4. IS T	HIS A FOLLOW-ON CONTRACT?	YES	Υ .	C N	O. If Yes	s, com	plete tir	e following:			
Class	sified material recolved or generated under			(Pre	ceding	eding Contract Number) is transferred to this follow-on contract.					
5. IS TI	HIS A FINAL DD FORM 254?	YES	7	Č N	O. If Ye:	s, com	plate th	e following:		-	
In Re:	sponse to the contractor's request dated	, retention of th	o identifi	ed clas	n beilie	aterial	ie autho	orized for the period of		<u>-</u>	
	NTRACTOR (Include Commercial and Government)	nent Entity (CAGE	) Code)								
	, ADDRESS, AND ZIP CODE LE ENTERPRISE JV LLC			1	B. CAG				ITY OFFICE (Name, Address, a CURITY SERVIC		)
	KIDWELL DR. STE 400			- 1	IDL	71. Z	1		arle Point Place, St		
	NA, VA 22182-3930						- 1	Chantilly, VA	•	: 140	
	CONTRACTOR							chantiny, VA	20131		
	, ADDRESS, AND ZIP CODE				B. CAG	GE CO	DE C	COGNIZANT SECUR	ITY OFFICE (Name, Address, n	nd Zip Code)	)
8. ACT	TUAL PERFORMANCE										
	ADDRESS, AND ZIP CODE		TTC)	$\neg \neg$	B. CA	GE CO	DE	COGNIZANT SECUR	TY OFFICE (Name, Address, a	d Zip Code)	
	RTMENT OF HOMELAND SEC CE OF OPERATIONS COORDIN	•	ris)								
	NING (OPS) VARIOUS LOCAT		HIN	1							
	GREATER WASHINGTON MET			}							
AREA	<b>.</b> .						ļ				
	NERAL IDENTIFICATION OF THE PRO ROVIDE INDEPENDENT VERI		AND	VAI	LĪDA	TIO	N (IV	/&V) TECHNI	CAL SERVICES FO	R DHS	
10. THIS	CONTRACT WILL REQUIRE ACCESS TO:		YES	МО	11. WIL		RFOR	MING THIS CONTR	ACT, THE CONTRACTOR	YES	NO
a. COMM	UNICATIONS SECURITY (COMSEC) INFORMATION			X		R. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY			X		
b. REST	RICTED DATA			X	b. F	b. RECEIVE CLASSIFIED DOCUMENTS ONLY				X	
e. CRITIC	CAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. F	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				X	
d. FORMERLY RESTRICTED DATA				X	d. F	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				$X_{\perp}$	
e. INTELLIGENCE INFORMATION:			A.M.	. ds	21	e. PERFORM SERVICES ONLY				X	
(1) Sensitive Compartmented Information (SCI)				X	F	HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUENTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES				X	
(2) Non-SCI				X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				X	
1. SPECIAL ACCESS INFORMATION				Х	h. F	h. REQUIRE A COMSEC ACCOUNT				X	
g. NATO INFORMATION				X	I. H	I. HAVE TEMPEST REQUIREMENTS				X	
h. FOREIGN GOVERNMENT INFORMATION				X	J. H	J. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS				X	
I. LIMITED DISSEMINATION INFORMATION				X	k. E	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				Х	
j. FOR OFFICIAL USE ONLY INFORMATION			X		1. OTHER (Specify)				X		
k. OTHER (Specify)				X							

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12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.							
Direct X Through (Specify): NONE	<u>AUTHORIZED</u>						
to the Directorate for Freedom of Information and Security Review, Offit * In the case of non-DoD User Agencies, requests for disclosure shall be		of Defense (Public Affairs)* for revie	₩.				
13. Security Guidance. The security classification guidance neother contributing factor indicates a need for changes in this guidance, classification assigned to any information or material furnished or gener below. Pending final decision, the information involved shall be handled	* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.  13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)						
Ref Item 10j: "Contractors shall control and safeguard FOUO in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated Jan 6, 2005. DHS contractors must sign a special Non-Disclosure Agreement before receiving access to FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (202) 447-5341"							
Ref Item 11a: "Contract performance is restricted to DEPARTMENT OF HOMELAND SECURITY (DHS) OFFICE OF OPERATIONS COORDINATION & PLANNING (OPS) VARIOUS LOCATIONS WITHIN THE GREATER WASHINGTON METROPOLITAN AREA. Only Cleared personnel are required to perform this service. All contractor personnel must: be U.S. citizens, have been granted an Interim Secret or a final security clearance by the U.S. Government; have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract. Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the CSO. Recipients of classified information under this contract may not be released to subcontractors without permission of the DHS CSO. The contractor and COR will revalidate all billets under this contract with the CSO annually or when a revised DD Form 254 is issued, whichever is sooner."							
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements identify the pertinent contracted clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)							
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)							
16. CERTIFICATION AND SIGNATURE. Security req	•	•	• •				
Information to be released or generated under thi	is classified effort. All	questions shall be referred	to the official named below.  c. TELEPHONE (Include Area Code)				
JOSE J. SALAZAR jose.salazar1@dhs.gov Industrial Security Branch (202) 447-5346							
d. ADDRESS (Include Zip Code)  17. REQUIRED DISTRIBUTION							
Department of Homeland Security	a. CONTRACTOR	<u>un</u>					
301, 7th & D Street SW		b. SUBCONTRACTOR					
Washington D.C. 20528	X	X c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR					
e. SIGNATURE  d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION  X  6. ADMINISTRATIVE CONTRACTING OFFICER  T. OTHERS AS NECESSARY							