

Company Name:  
Northrop Grumman Information Technology, Inc.

Contract Number:  
HSHQDC-06-D-00022 (HSHQDC06D00022)

Order Number:  
HSCETC-09-J-00013 (HSCETC09J00013)

Period of Performance:  
9/28/2009 through 8/31/2014

Latest Modification Processed:  
P00001

Services Provided:  
Provides the Enterprise Acquisition Gateway for Leading Edge Solutions (EAGLE) Functional Category 4 for the Division Support Services (DSS).

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 84

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

1. DATE OF ORDER 09/28/2009		2. CONTRACT NO. (if any) HSHQDC-06-D-00022		6. SHIP TO: a. NAME OF CONSIGNEE Immigration and Customs Enforcement	
3. ORDER NO. HSCETC-09-J-00013		4. REQUISITION/REFERENCE NO. See Schedule		b. STREET ADDRESS Office of Chief Information Officer 801 I Street, N.W., Suite 700	
5. ISSUING OFFICE (Address correspondence to) ICE/Info Tech Svcs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street N.W., Suite 800 Washington DC 20536				c. CITY Washington	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR NORTHROP GRUMMAN INFORMATION TECHNOLOGY INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 7575 COLSHIRE DRIVE				REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY MCLEAN		e. STATE VA	f. ZIP CODE 221027508	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Department of Homeland Security	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED				12. F.O.B. POINT Destination	

13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS Net 30
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: [REDACTED] This task order award, HSCETC-09-J-00013, is issued against the Enterprise Acquisition Gateway for Leading Edge Solutions (EAGLE), Functional Category 4, Contract Number HSHQDC-06-D-00022 with Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						17(i) GRAND TOTAL
	a. NAME DHS, ICE				\$9,840,000.00		
	b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OCIO-SDD						
c. CITY Williston			d. STATE VT	e. ZIP CODE 05495-1620	\$9,840,000.00		

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Judy E. Stevens TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

DATE OF ORDER  
09/28/2009

CONTRACT NO.  
HSHQDC-06-D-00022

ORDER NO.  
HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Northrop Grumman for Decision Support Services (DSS).</p> <p>This task order is subject to the terms and conditions outlined in EAGLE Contract Number HSHQDC-06-D-00022.</p> <p>Points of Contact:</p> <p>Contracting Officer: Douglas G. Smith, (202) 732- [b6] [b6]</p> <p>COTR: Shang-Jeo Gaublonme, (202) 732- [b6] [b6]</p> <p>Period of Performance: 09/28/2009 to 08/31/2014</p> <p>BASE YEAR PERIOD</p> <p>Award Type: Cost-plus-fixed-fee</p> <p>Total Estimated Cost: \$0.00</p> <p>Completion Form</p> <p>Product/Service Code: R414</p> <p>Product/Service Description: SYSTEMS ENGINEERING SERVICES</p> <p>Period of Performance: 09/28/2009 to 08/31/2010</p>				0.00	
0001A	<p>TRANSITION PERIOD (90 DAYS) (CR)</p> <p>Award Type: Cost</p> <p>Total Estimated Cost: \$ [b4]</p> <p>Fully Funded Obligation Amount \$ [b4]</p> <p>Incrementally Funded Amount: \$ [b4]</p> <p>Product/Service Code: R414</p> <p>Product/Service Description: SYSTEMS ENGINEERING SERVICES</p> <p>Requisition No: 192109CIOATL0ICP2, 192109CIOSDD3DR06.1, 192109CIOSDD3DR06.2</p> <p>Accounting Info:</p> <p>[b2High]</p> <p>Funded: \$ [b4]</p> <p>Continued ...</p>	1	LO	[b4]		

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

\$91,944.00

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

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DATE OF ORDER  
09/28/2009

CONTRACT NO.  
HSHQDC-06-D-00022

ORDER NO.  
HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: [Redacted] b2High Funded: \$ [Redacted] b4 Accounting Info: [Redacted] b2High Funded: \$ [Redacted] b4 Period of Performance: 09/28/2009 to 12/28/2009					
0001B	DEVELOPMENT SUPPORT (CPFF) Fully Funded Obligation Amount \$ [Redacted] b4 Incrementally Funded Amount: \$ [Redacted] b4 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Requisition No: 192109CIOATL0ICP2, 192109CIOSDD3DR06.1, 192109CIOSDD3DR06.2  Accounting Info: [Redacted] b2High Funded: \$ [Redacted] b4 Accounting Info: [Redacted] b2High Funded: \$ [Redacted] b4 Accounting Info: [Redacted] b2High Funded: \$ [Redacted] b4	1	LO		[Redacted] b4	
0001C	FIXED FEE - DEVELOPMENT SUPPORT Fully Funded Obligation Amount \$ [Redacted] b4 Incrementally Funded Amount: \$ [Redacted] b4 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Requisition No: 192109CIOATL0ICP2, Continued ...	1	LO		[Redacted] b4	

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

\$6,216,891.00

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

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

DATE OF ORDER  
09/28/2009

CONTRACT NO.  
HSHQDC-06-D-00022

ORDER NO.  
HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	192109CIOSDD3DR06.1, 192109CIOSDD3DR06.2  Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4 Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4 Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4					
0001D	OPTIONAL TASK (CPFF) Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
0001E	FIXED FEE - OPTIONAL TASK Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
0001F	OPERATIONS AND MAINTENANCE (O&M) (FFP) Fully Funded Obligation Amount \$ [REDACTED] b4 Incrementally Funded Amount: \$ [REDACTED] b4 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Requisition No: 192109CIOATLOICP2, 192109CIOSDD3DR06.1, 192109CIOSDD3DR06.2  Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4 Accounting Info: [REDACTED] b2High Continued ...	11	MO	[REDACTED] b4		

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

\$2,332,440.00

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

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

DATE OF ORDER 09/28/2009 CONTRACT NO. HSHQDC-06-D-00022

ORDER NO. HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001G	<p align="center">b2High</p> <p>Funded: \$ [redacted] b4</p> <p>Accounting Info:</p> <p align="center">b2High</p> <p>Funded: \$ [redacted] b4</p> <p>PROJECT MANAGEMENT SUPPORT (FFP) Fully Funded Obligation Amount \$ [redacted] b4 Incrementally Funded Amount: \$ [redacted] b4 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Requisition No: 192109CIOATL0ICP2, 192109CIOSDD3DR06.1, 192109CIOSDD3DR06.2</p> <p>Accounting Info:</p> <p align="center">b2High</p> <p>Funded: \$ [redacted] b4</p> <p>Accounting Info:</p> <p align="center">b2High</p> <p>Funded: \$ [redacted] b4</p> <p>Accounting Info:</p> <p align="center">b2High</p> <p>Funded: \$ [redacted] b4</p> <p>Accounting Info:</p> <p align="center">b2High</p> <p>Funded: \$ [redacted] b4</p>	11	MO	[redacted]	[redacted] b4	
0001H	<p>OTHER DIRECT COSTS (ODCs) - GENERAL &amp; TRAVEL (CR) NTE \$ [redacted] b4 Fully Funded Obligation Amount \$ [redacted] b4 Incrementally Funded Amount: \$ [redacted] b4 Product/Service Code: R414 Continued ...</p>	1	LO	[redacted]	[redacted] b4	

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

\$1,198,725.00

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

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

DATE OF ORDER  
09/28/2009

CONTRACT NO.  
HSHQDC-06-D-00022

ORDER NO.  
HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Product/Service Description: SYSTEMS ENGINEERING SERVICES Requisition No: 192109CIOATL0ICP2, 192109CIOSDD3DR06.1, 192109CIOSDD3DR06.2  Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4 Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4 Accounting Info: [REDACTED] b2High Funded: \$ [REDACTED] b4					
1000	OPTION YEAR 1 Award Type: Cost-plus-fixed-fee Total Estimated Cost: \$0.00 Completion Form (Option Line Item) 08/25/2010 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Period of Performance: 09/01/2010 to 08/31/2011				0.00	
1000A	DEVELOPMENT SUPPORT (CPFF) Award Type: Cost Total Estimated Cost: \$ [REDACTED] b4 (Option Line Item) 08/25/2010 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	[REDACTED] b4	0.00	
1000B	FIXED FEE - DEVELOPMENT SUPPORT (Option Line Item) 08/25/2010 Continued ...	1	LO	[REDACTED] b4	0.00	

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

\$0.00

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

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

DATE OF ORDER  
09/28/2009

CONTRACT NO.  
HSHQDC-06-D-00022

ORDER NO.  
HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES					
1000C	OPTIONAL TASK (CPFF) Award Type: Cost Total Estimated Cost: \$0.00 (Option Line Item) 08/25/2010 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
1000D	FIXED FEE - OPTIONAL TASK (Option Line Item) 08/25/2010 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
1000E	OPERATIONS AND MAINTENANCE (O&M) (FFP) (Option Line Item) 08/25/2010 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	12	MO	b4	0.00	
1000F	PROJECT MANAGEMENT SUPPORT (FFP) (Option Line Item) 08/25/2010 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	12	MO	b4	0.00	
1000G	OTHER DIRECT COSTS (ODCs) - GENERAL & TRAVEL (CR) NTE \$ b4 (Option Line Item) 08/25/2010 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	b4	0.00	
2000	OPTION YEAR 2 Award Type: Cost-plus-fixed-fee Total Estimated Cost: \$0.00 Completion Form Continued ...				0.00	

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

\$0.00



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

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

DATE OF ORDER  
09/28/2009

CONTRACT NO.

HSHQDC-06-D-00022

ORDER NO.

HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(Option Line Item) 08/25/2011 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Period of Performance: 09/01/2011 to 08/31/2012					
2000A	DEVELOPMENT SUPPORT (CPFF) Award Type: Cost Total Estimated Cost: \$ b4 (Option Line Item) 08/25/2011 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	b4	0.00	
2000B	FIXED FEE - DEVELOPMENT SUPPORT (Option Line Item) 08/25/2011 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	b4	0.00	
2000C	OPTIONAL TASK Award Type: Cost Total Estimated Cost: \$0.00 (Option Line Item) 08/25/2011 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
2000D	FIXED FEE - OPTIONAL TASK (Option Line Item) 08/25/2011 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
2000E	OPERATIONS AND MAINTENANCE (O&M) (FFP) (Option Line Item) 08/25/2011 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Continued ...	12	MO	b4	0.00	

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

\$0.00

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

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

DATE OF ORDER 09/28/2009	CONTRACT NO. HSHQDC-06-D-00022	ORDER NO. HSCETC-09-J-00013
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
2000F	PROJECT MANAGEMENT SUPPORT (FFP) (Option Line Item) 08/25/2011 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	12	MO	b4	0.00	
2000G	OTHER DIRECT COSTS (ODCs) - GENERAL & TRAVEL (CR) NTE \$ (Option Line Item) 08/25/2011 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	b4	0.00	
3000	OPTION YEAR 3 Award Type: Cost-plus-fixed-fee Total Estimated Cost: \$0.00 Completion Form (Option Line Item) 08/25/2012 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Period of Performance: 09/01/2012 to 08/31/2013				0.00	
3000A	DEVELOPMENT SUPPORT (CPFF) Award Type: Cost Total Estimated Cost: \$ (Option Line Item) 08/25/2012 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	b4	0.00	
3000B	FIXED FEE - DEVELOPMENT SUPPORT (Option Line Item) 08/25/2012 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	b4	0.00	
3000C	OPTIONAL TASK (CPFF) Award Type: Cost Continued ...	1	LO	0.00	0.00	

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

\$0.00

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

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

DATE OF ORDER 09/28/2009	CONTRACT NO. HSHQDC-06-D-00022	ORDER NO. HSCETC-09-J-00013
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Total Estimated Cost: \$0.00 (Option Line Item) 08/25/2012 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES					
3000D	FIXED FEE - OPTIONAL TASK (Option Line Item) 08/25/2012 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
3000E	OPERATIONS AND MAINTENANCE (O&M) (FFP) (Option Line Item) 08/25/2012 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	12	MO	b4	0.00	
3000F	PROJECT MANAGEMENT SUPPORT (FFP) (Option Line Item) 08/25/2012 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	12	MO	b4	0.00	
3000G	OTHER DIRECT COSTS (ODCs) - GENERAL & TRAVEL (CR) NTE \$ b4 (Option Line Item) 08/25/2012 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	b4	0.00	
4000	OPTION YEAR 4 Award Type: Cost-plus-fixed-fee Total Estimated Cost: \$0.00 Completion Form (Option Line Item) 08/25/2013 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES Period of Performance: 09/01/2013 to Continued ...				0.00	

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

\$0.00

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

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

DATE OF ORDER  
09/28/2009

CONTRACT NO.  
HSHQDC-06-D-00022

ORDER NO.  
HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	08/31/2014					
4000A	DEVELOPMENT SUPPORT (CPFF) Award Type: Cost Total Estimated Cost: \$ [REDACTED] (Option Line Item) 08/25/2013 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	[REDACTED]	0.00	
4000B	FIXED FEE - DEVELOPMENT SUPPORT (Option Line Item) 08/25/2013 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	[REDACTED]	0.00	
4000C	OPTIONAL TASK (CPFF) Award Type: Cost Total Estimated Cost: \$0.00 (Option Line Item) 08/25/2013 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
4000D	FIXED FEE - OPTIONAL TASK (Option Line Item) 08/25/2013 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	1	LO	0.00	0.00	
4000E	OPERATIONS & MAINTENANCE (O&M) (FFP) (Option Line Item) 08/25/2013 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES	12	MO	[REDACTED]	0.00	
4000F	PROJECT MANAGEMENT SUPPORT (FFP) (Option Line Item) 08/25/2013 Product/Service Code: R414 Product/Service Description: SYSTEMS Continued ...	12	MO	[REDACTED]	0.00	

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

\$0.00

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

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DATE OF ORDER

CONTRACT NO.

ORDER NO.

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HSHQDC-06-D-00022

HSCETC-09-J-00013

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4000G	<p>ENGINEERING SERVICES</p> <p>OTHER DIRECT COSTS (ODCs) - GENERAL &amp; TRAVEL (CR) NTE \$ [REDACTED] (Option Line Item) 08/25/2013 Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES</p> <p>The total amount of award: \$46,166,331.00. The obligation for this award is shown in box 17(i).</p>	1	LO	[REDACTED]	0.00	

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

\$0.00

**SECTION B: SUPPLIES/SERVICES PRICE/COST SCHEDULE****B.1 PRICE/COST SCHEDULE**

Please refer to SF-26 aligning with the specific CLIN amounts.

**B.2 ITEMS TO BE ACQUIRED**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the following items of work: Decision Support Services (DSS)

**B.3 ORDERING ACTIVITY**

The Department of Homeland Security (DHS), Immigrations and Customs Enforcement (ICE) is the sole authority to request services under this task order.

**B.4 CONTRACT CEILING**

The ceiling for this task order is \$55,768,015.20. The total amount of activated optional tasks in the future shall not exceed 20% of the original contract value.

**B.5 TYPE OF CONTRACT**

This task order award is a hybrid, including both firm-fixed price and cost-plus-fixed-fee CLINs with a cost reimbursable ODC CLIN being issued off of the DHS EAGLE contract under Functional Category 4. All terms and conditions of the DHS EAGLE contract apply to this task order.

**B.6 NAICS/PSC**

NAICS Code: 541511, Custom Computer Programming Services

PSC Code: R414, Systems Engineering Services

**B.7 DEFINITION**

This solicitation uses the term "contract" to include task order.

## **SECTION C: STATEMENT OF WORK**

### **1.0 PROJECT TITLE**

Decision Support Services (DSS)

### **2.0 BACKGROUND**

The Immigration and Customs Enforcement (ICE), the largest investigative arm in the Department of Homeland Security (DHS), is responsible for identifying and shutting down vulnerabilities in the nation's border, economic, transportation and infrastructure security. The Office of the Chief Information Officer (OCIO) is responsible for the overall management, planning, development, deployment, operation, maintenance, coordination, and evaluation of ICE technology programs and activities. The Systems Development Division (SDD) is responsible for providing information technology support services in the development, implementation and maintenance of agency software applications. Within SDD, the Intelligence and Decision Support (IDS) Branch supports a broad mission, including organizationally-aligned and service-oriented responsibilities. The IDS Branch is responsible for providing support for the maintenance of the Enterprise Data Warehouse (EDW) and decision support services to stakeholders across many ICE operational units.

### **3.0 SCOPE OF WORK**

Under the EAGLE Ordering Guide, this Statement of Work (SOW) solicitation falls under **Functional Category 4 – Software Development**.

The scope of the Decision Support Services requirement includes the full range of technical services required to sustain IDS applications including design, development, integration, implementation, maintenance, and infrastructure support services. Technical services will support the EDW and multiple presentation layers used to support specific ICE mission requirements.

The EDW supports the IDS Branch mission to provide decision support services across the ICE enterprise. To support the ongoing operation of the EDW, contractor support is required to perform a wide range of technical activities, including:

- Performing full software lifecycle development and maintenance activities in accordance with ICE's Software Lifecycle Methodology (SLM), planning, including requirements gathering, design, development, testing, maintenance and operations and disposition activities.
- Maintenance of the technical infrastructure to include monitoring the overall performance, reliability and EDW software environment.

- Monitoring and validation of data extraction, transformation, and load (ETL) processes to ensure accuracy of EDW data and maintenance of the metadata associated with ETL processes.

Information maintained in the EDW is delivered to end users through multiple customer-centric presentation layers. The following technical services are required to support these presentation layers:

- Ensure SLM compliance for all presentation layers, and maintenance and development of associated technical documentation.
- Support requirements development activity and perform development of applications, dashboards, and dimensional cubes using approved ICE tools (i.e., Informatica, Trillium and Hyperion).
- Support user acceptance testing and implementation activities associated with introduction of new software components.
- Provide operations and maintenance support to ensure continuous reliability and availability of application
- Perform presentation layers support to include end-user training and customer support.

#### **4.0 APPLICABLE DOCUMENTS**

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

- ICE System Lifecycle Management (SLM) Handbook
- ICE Enterprise Systems Assurance Plan
- ICE Architecture Test and Evaluation Plan
- ICE Web Standards and Guidelines
- ICE Technical Reference Model and Standards Profile

The Contractor shall not deviate from the SLM Process (including any tailored SLM work pattern) without express approval granted by the Government via the formal Request for Deviation (RFD) Process. If a deviation from the SLM Process is desired, the Project Manager (PM) must submit a formal RFD to the Architecture Division for adjudication. The Contractor shall not proceed with the deviation unless the Architecture Division approves the formal request and grants a waiver to deviate from the SLM Process. If the Architecture Division approves the RFD, the Contractor shall comply with all stipulations specified within the approval notification. In addition, the Contractor shall comply with the DHS Interim Change Control Board (ICCB) for review and approval of changes prior to implementation of a release.



## **DHS HLS EA Compliance**

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures as it relates to this Statement of Work and associated Task Order. Specifically, the contractor shall comply with the following Homeland Security Enterprise Architecture (HLS EA) requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT software shall be compliant with the HLS EA Technology Reference Model (TRM) Standards and Products Profile.
- All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.

## **5.0 TASKS**

There are two major bodies of work that the Contractor shall support in this SOW. The two major bodies of work are Operations and Maintenance (O&M) and development of the EDW and presentation layers. The tasks defined shall be priced on both a Cost Plus Fixed Fee (CPFF) and Firm Fixed Price (FFP) basis. The development tasks (new ETL and presentation layers) will be CPFF. All operations and maintenance (O&M) and project management tasks will be FFP.

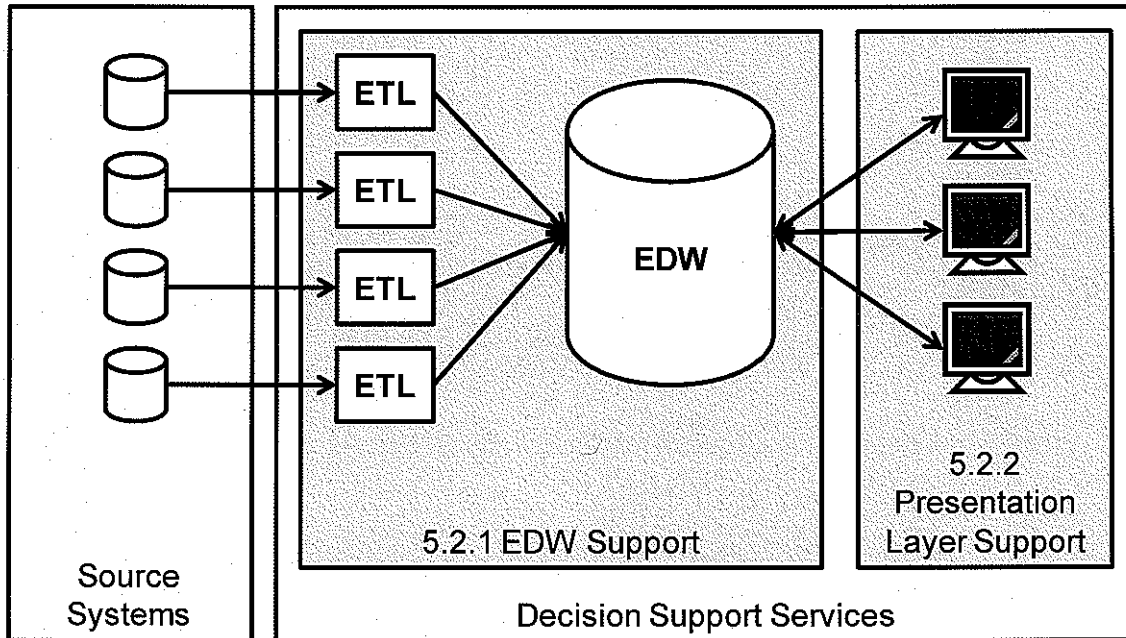
### **5.1 CONTRACT TASK TYPES**

The Decision Support Services tasks within the SOW are FFP and CPFF.

<b>Tasks</b>	<b>Task Type</b>
<b>Operations and Maintenance (O&amp;M)</b>	Firm Fixed Price
<b>Development Support</b>	Cost Plus Fixed Fee
<b>Project Management Support</b>	Firm Fixed Price
<b>Other Direct Costs (ODCs, i.e. travel, equipment/software, misc.)</b>	Cost Reimbursable

### **5.2 SPECIFIC TASKS**

The relationship between the specific tasks is depicted in the diagram below:



The IIDS hardware is hosted at an approved government DHS Data Center in Stennis, Mississippi and Rockville, Maryland. The development, test, and production environments are configured on two IBM servers (see Table 1 for list of hardware). The Operating System is on AIX 5L and the database utilizes Oracle 10gi. The application tools are Informatica Powercenter 8, Trillium 10.0, and Hyperion 9.3.1 (see Table 2 for list of software). On average, 1.5+ million rows are pulled from the Enforcement Integrated Database (EID) system on a daily basis. The size of the current staging (ETL) and data warehouse databases is 2.5TB. The current architecture also includes the middle tier (WebSphere) which runs on an AIX platform.

The IIDS production servers are expected to operate in a 24x7 environment with the following recovery requirements:

- 1) In the case of a software malfunction, IIDS should be functional not later than 8 hours after the failure is detected.
- 2) In the case of database corruption, IIDS should be capable of being restored to its operational condition with minimal or no loss of data. Data shall be restored within 24 hours.

The hardware, Operating System, and the production database are maintained by ICE OCIO Engineering. The Contractor shall be responsible for diagnostic services for the ETL and middle tier tools in case of failure.

Table 1 lists the principal hardware (HW) and software (SW) components for the EDW and IIDS.

**Table 1: System Hardware**

Name	Location	Manufacturer/ Model	OS / Vers	Description
Enterprise Servers	Stennis Data Center	2 IBM pSeries 570	UNIX/AIX 5L, v. 5.3	Primary operating environment for Oracle and web application (two systems). Includes major system/networking components and IBM Virtual I/O Server SW, and Partition Load Manager.
Hardware Management Console (HMC) for pSeries	Stennis Data Center	IBM HMC 1:7310-CR3 Rack-mounted HMC (2 each)	IBM/Red Hat Enterprise Linux 4 Update 5 (RHEL 4.5)	Blade PC workstation that provides several functions for configuring and operating pSeries servers functioning either partitioned or in the Full System Partition, using the graphical user interface (GUI) or command line interface2 (CLI)
Storage Systems	Stennis Data Center	Hitachi - 1100	MS XP	Brocade/MacData and Hitachi storage management systems, three devices.

Table 2 lists the principal software components for the EDW and IIDS.

**Table 2: System Software**

Software Family/Type	Software Vendor	Product Name	Version	Purpose/ Description
Common Operating Environment (COE) Tools	IBM	Tivoli Access Manager for System p	V6	Purchased but not yet installed. IBM® Tivoli® Access Manager for Operating Systems locks key applications, files and platforms to stop illegal access. It blocks both insiders and outsiders from unauthorized access to and use of valuable customer, employee and business partner data.
Common Operating Environment (COE) Tools	IBM	Tivoli Storage Manager (TSM)	5.4	Currently in use. IBM Tivoli Storage Manager (ITSM) is a centralized policy-based data backup and recovery software. The software enables a user to backup, restore, archive, and retrieve data from a hierarchy of data storage areas. The storage areas, known as pools, can be a hierarchy of disk, optical, and tape-based media
Common Operating Environment (COE) Tools	IBM	Storage Navigator – VSO-09-30	Windows	Currently in use. Storage Navigator for Disk is designed to help reduce the complexity of managing Storage Area Network (SAN) storage devices. Configure, manage and monitor storage performance from a single console.

Software Family/Type	Software Vendor	Product Name	Version	Purpose/ Description
Common Operating Environment (COE) Tools	IBM	General Parallel File System for AIX (GPFS)	3.1	GPFS is IBM's high-performance cluster file system. GPFS provides a capability to use IBM's SP™ Switch and SP Switch2 technology instead of a SAN. GPFS uses the Recoverable Virtual Shared Disk (RVSD) capability currently available on IBM's RS/6000® SP platforms. GPFS uses RVSD to access storage attached to other nodes in support of applications running on compute nodes. The RVSD provides a software simulation of a storage area network over the SP Switch or SP Switch2.
Common Operating Environment (COE) Tools	IBM	High Availability Cluster Multi-Processing (HACMP)	HACMP for AIX 5L V5.3	Currently used on Web/Application server only. HACMP software ensures that critical resources are available for processing, and has two major components: high availability (HA) and cluster multi-processing (CMP). HA is a set of system-wide, shared resources that cooperate to guarantee essential services, combining software with industry-standard hardware to minimize downtime. CMP is two or more servers, loosely coupled/ networked together, sharing disk resources.
Data Integration	Informatica	PowerCenter Standard Edition	8.1.1	Informatica PowerCenter provides an integrated environment to access source databases and files, transform the data according to business rules, and load the results into target databases or files.
Data Quality	Harte-Hanks Trillium Software	Trillium Software Suite	10.0	Trillium Software Suite provides a tool suite to integrate and enrich data through functional capabilities that include: Data Standardization, Geocoding, Linking/Association, and Data Profiling.
Business Intelligence	Oracle	Hyperion	9.3.1	Business Intelligence web application for viewing standard reports and ad hoc queries into the IIDS data-warehouse and other system databases as required.
Modeling Tool	Computer Associates	ERwin	7.4	Tool will replace Oracle Designer to become the standard for ICE OCIO.

Software Family/Type	Software Vendor	Product Name	Version	Purpose/ Description
CASE Tools	Oracle	Designer	9.0.25	Designer is a full life-cycle case tool which is used primarily for logical and physical modeling, creation of Entity Relationship or Physical Data Diagrams, and initial generation of Data Definition Language (DDL). We also use it to represent mapping between source and target databases. In the foreseeable future, this tool will be replaced with the Erwin modeling tool.
Database Mgmt Sys	Oracle	Oracle	10g	Database Management System (DBMS). Includes Oracle management tools including Identity Database (ID) management, web application content delivery, file sharing for DBA support, and DBMS monitoring and file management.
HIDS	IBM/ ISS	RealSecure Server Sensor	7.0 (SP 4.4:XPU 7.60)	Installed but deactivated on server. Host Intrusion Detection System: Software client is provided and configured by the DHS ICE Security Operations Center (SOC) and installed in the operating system to provide 24/7 monitoring of malicious or otherwise harmful activities.
Operating System (OS) Monitoring	Big Brother Software, a Division of Quest Software	Big Brother® Professional Edition (BBPE)	3.3	Web-based system and network monitoring solution. It provides a highly scalable, customizable and easy to maintain system with a small footprint for monitoring the real-time availability of network devices, servers and all network delivered services in any IT infrastructure.
OS / Application Monitoring	The Information Systems Manager, Inc.	ISM PerfMan	6.4.1	Software solution for monitoring, analyzing and planning the effective use of computer resources. Monitors/ reports capacity, trending, resource utilization, modeling and historical analysis.
Security & CM monitoring	Tripwire, Inc.	TripWire Enterprise	7.0	Purchased but not installed, pending approval by ICE EA staff. TripWire Enterprise is a configuration audit and control tool that provides continuous monitoring of the OS environment. It monitors and reports all changes in the OS file structure and configuration changes.

Software Family/Type	Software Vendor	Product Name	Version	Purpose/ Description
Web Application Server	IBM®	WebSphere® Application Server Network Deployment	V6.1	Designed to set up, operate and integrate e-business applications across multiple computing platforms using Web technologies.
Web Application Server	Apache	Tomcat	various	Open source web application SW used for development, demo, and pilot applications.

The Business Intelligence (BI) tool Hyperion is used to pull together data from disparate sources to create easily comprehensible charts, pivots, reports, statistics and dashboards. Hyperion 9.3.1 has been used to develop the following:

- (1) 22 standard reports which allow a user to select data by business category and narrow down the data by selecting specific dates, date ranges, area of responsibilities (AOR), docket control offices (DCO), and other selection criteria.
- (2) 17 ad-hoc queries that provide information in numerous pivot tables.
- (3) 2 prototype dashboards

A large number of queries have already been developed which allow users to report on extensive statistics on a daily, weekly, monthly, quarterly, and yearly basis. Statistics used for weekly Office of Detention and Removal Operations (DRO) reports are refreshed weekly every Monday morning and data is not altered unless specifically requested by the user.

### **5.2.1 OPERATIONS AND MAINTENANCE (FFP)**

The Contractor shall develop an O&M plan. The plan will address system change requests, standard operating procedures, system monitoring, periodic maintenance, installation procedures and necessary staffing levels to adequately support IIDS.

#### **5.2.1.1 HARDWARE MAINTENANCE SUPPORT**

The hardware environment is maintained and supported by ICE OCIO Engineering. There is no requirement for the Contractor to provide hardware support for this contract. However, on an as needed basis, the Contractor shall be required to provide support to ICE OCIO Engineering in the testing and troubleshooting of IIDS issues as a result of hardware failure or upgrades.

#### **5.2.1.2 SOFTWARE MAINTENANCE SUPPORT**

The Contractor shall be responsible for maintaining Informatica, Hyperion, Trillium and WebSphere. The contractor is expected to perform system administration functions for all of these tools until ICE OCIO Engineering takes over the administration of these tools. The Operating System and the production database, however, will be maintained and

supported by ICE OCIO Engineering. The ICE OCIO Enterprise Architecture requires that the WebSphere middle tier be separated from the application servers; therefore, a potential migration from AIX platform to a Linux-based platform will transpire sometime during the performance of this contract. The Contractor shall be expected to support the transition to ensure minimal adverse impact to IIDS. In addition, a production migration to a new DHS Data Center and a conversion of the current production site, Stennis Data Center, to a Disaster Recovery site is planned for the system. The contractor will be required to install Informatica, Hyperion, Trillium and WebSphere on all environments. The Contractor shall also be required to perform necessary testing to ensure full functionality and continued operations

#### 5.2.1.2.1 SYSTEM ADMINISTRATION SUPPORT

The Contractor shall be responsible for maintaining the Oracle test and development environments and any software tools utilized in the IIDS test and development environment. The ICE OCIO is in the process of purchasing an Oracle ULA which will include Oracle Business Intelligence Enterprise Edition + (OBIEE+). As a result, a migration from Hyperion to OBIEE+ will occur during the performance of this contract and it will be expected for the contractor to plan this migration, make necessary software changes, test the application under OBIEE+, and implement changes.

#### 5.2.1.3 USER SUPPORT

The IIDS user base, located across the United States, consists of two types of users, power and standard users. The system supports approximately 7900 potential standard users and currently 60 of these users access IIDS on a daily basis. There are 70 power users and they are primarily statisticians that utilize the Hyperion tool capabilities to query an extensive amount of data. The standard users access standard reports on a daily basis only. Three roles have been defined within IIDS to grant various capabilities within the application:

Role Name	Description
Standard User	This role grants a user the ability to execute a standard report only with limited selection criteria.
Advanced User	The same privileges as a Basic User with an added drill to detail capability.
Ad-hoc User	The role grants a user with the capacity to build and execute their own queries.

Support for the IIDS application is provided on a 24x7 basis. The Contractor shall be expected to troubleshoot issues pertaining to user accounts, reports, statistics, and the dashboard. All standard user problems are routed through the ICE helpdesk, Tier 1, who will in turn attempt to determine the cause of the problem. If Tier 1 is not able to resolve the ticket, then the ticket is elevated to Government project team personnel serving as Tier 2 that in turn attempt to resolve the problem. If Tier 2 is not able to resolve the

ticket, the ticket is then routed to the contract development team, Tier 3, for resolution. It is standard procedure for problems experienced by power users or issues with statistical reports to be directly routed to Tier 3 for resolution due to their complexity. On average, there are normally 5 tickets for Tier 2 tickets and 10 tickets for Tier 3 submitted per month. Remote server access will be established for the contractor to be able to troubleshoot IIDS during non-business hours. Any issues with application problems must be logged and tracked through the ICE standard configuration management software PVCS Tracker and managed through the SLM process. Since the deployment of IIDS in August 2008, a total of 631 System Change Requests (SCR) have been logged to date. These SCR's include issues identified by users in the field, output from systems acceptance testing, enhancements and SLM documentation updates required for each software release.

#### **5.2.1.4 ENVIRONMENT MODERNIZATION**

The Contractor shall optimize IIDS to ensure industry best practices and standards are in place for the current design. This will include, but is not limited to, data model review, database tuning, and ETL processes and data loads. These enhancements will need to be made at the same time new data sources are integrated into the EDW.

The current ETL processes consists of 12 Unix scripts, 19 SQL scripts, 3 Java scripts, 238 Informatica mappings, 1 Informatica workflow and 19 Informatica worklets. It is expected for the contractor to review these scripts to identify performance improvements in the ETL process and the database design.

Efforts are underway to utilize Essbase to improve the performance of statistical reporting and it will be required that the contractor will continue to expand this development effort.

#### **5.2.2 ENTERPRISE DATA WAREHOUSE SUPPORT**

The Contractor shall provide comprehensive technical support services to maintain and operate the ICE EDW.

##### **5.2.2.1 DATA MANAGEMENT AND ANALYSIS**

The Contractor shall perform data analysis and support the EDW framework using industry-standard data warehousing methodologies, analyses, and procedures. Products shall be developed in coordination with other ICE components, as required. These components include OCIO management, system developers, technical architecture, ICE infrastructure, information assurance, and functional and business intelligence experts.

**Specific O&M functions include the following:**

- Identify business requirements and stay apprised of operations and emerging needs.



- Maintain compatibility with existing and emerging data modeling standards.
- Analyze and gather requirements for data, reports, analysis, metadata, training, testing, service levels, data quality, and performance.
- Coordinate with architects to translate requirements into technical specifications.
- Maintain library of all associated documentation using the Electronic Library Management System (ELMS). This library will be transitioned to Sharepoint during the period of performance and the contractor will be required to update all IIDS documentation to the new ICE standard.
- Track versions of all tools and access methods.
- Review and report on adherence to processes.
- Modify/update processes in accordance with changes in business requirements, organizational standards, technical architecture, and political/legislative directives.
- Ensure all systems, applications, and tools adhere to DHS security requirements.
- Monitor systems for actual and potential risks, vulnerabilities, security lapses, loopholes, and attacks.
- Track and interpret communication between business and technical units.
- Maintain and update Summary Capability Document summarizing services, functions, and capabilities provided by the IDS Branch for the ICE OCIO.
- Update pertinent tailoring patterns for IDS Branch projects within the SLM.

#### **5.2.2.2 DATA DESIGN**

The Contractor shall update and maintain the data model for the EDW to better integrate ICE data assets and facilitate data sharing among ICE organizations and DHS.

#### **Specific O&M functions include the following:**

- Gather data requirements for each data source and develop requirements for ETL processes.
- Evaluate and update physical and logical database model designs.
- Modify data models to meet new and changing business requirements.
- Update and standardize processes for capturing and maintaining metadata from pertinent data sources.
- Maintain compatibility with established data modeling standards.
- Ensure overall health and performance of metadata repository.
- Maintain and update Meta model for metadata repository.
- Maintain Standard Table Configuration Management and Change Request Processes.
- Utilize ICE approved Configuration Management tools to track and maintain Change Requests, Test Problem Report (TPR) and software versions.

- Collaborate with OCIO Architecture and Engineering Divisions.
- Maintain and update business rules required to transfer the data from the source to the target databases.

### **5.2.2.3 DATA GOVERNANCE**

The Contractor shall develop a Data Governance roadmap to create a common terminology, algorithms, and logic to support consistent statistics across ICE entities. To ensure standardization, the Contractor shall be required to engage applicable stakeholders. The Contractor shall also facilitate data governance, an activity that includes integration, development, and extraction of reliable information with the knowledge of industry standards, policies, and processes. Moreover, data integration cannot occur in a vacuum. As stewards of the integrated data resource, data administrators must have detailed knowledge of each data element comprising the EDW. The Contractor shall ensure that data integration processes adhere to existing Enterprise Architecture standards and models. The Contractor shall develop and enhance existing standards, models, and guidelines.

#### **Specific O&M functions include the following:**

- Maintain and update data architecture standards to ensure they are in alignment with the ICE Enterprise Data Model.
- Maintain and update ICE Decision Support Systems Dictionary, and Data Dictionary.
- Maintain and update business domain documents with respect to particular data elements.
- Provide ongoing stewardship of data elements.
- Coordinate and facilitate meetings, seminars, and training sessions for technical staff and end-users.
- Document exceptions to governance rules, standards, and procedures.
- Ensure that data governance rules, standards, and procedures are followed.
- Clearly communicate ramifications of failure to adhere to governance rules, standards, and procedures.
- Establish System Change Request (SCR) prioritization strategy.

### **5.2.2.4 DATA FRAMEWORK AND ARCHITECTURE**

The Contractor shall update and maintain the framework and the architecture design for the EDW. The framework shall provide ICE with the tools and the technologies aimed at enhancing communications between internal and external Law Enforcement agencies.

#### **Specific O&M functions include the following:**

- Evaluate, select, recommend, test, optimize software products, and provide hardware environment support.
- Support evaluation, testing, and implementation of system software upgrades.
- Estimate system capabilities to meet short and long term processing requirements.
- Administer user access protocols.

#### **5.2.2.5 DATA STAGING**

Data staging involves the creation and population of the EDW where intelligent information integration is performed. Data must be extracted from the source database, transformed into efficient, standard format, and loaded into the EDW. Staging tables are used to store data after extraction from the source database and if necessary before loading data into the Data Warehouse. The Contractor shall perform these functions using ICE approved ETL tool and Oracle data repositories. Source data may be derived from Integrated Data Management Systems (IDMS), Oracle, or other databases. Support for this resource must be available on an on-call basis, 24x7, 365 days a year.

#### **Specific O & M functions include the following:**

- Ensure overall health and performance of data repositories.
- Re-host software/databases, as required.
- Customize and maintain existing utilization reports including statistics.
- Utilize ICE approved ETL tools.
- Utilize ICE approved data quality tools.
- Customize, test, and maintain ETL processes.
- Map source data to EDW environment.
- Monitor performance, reliability, availability, and recoverability.
- Define and capture metadata and rules associated with ETL process.
- Adapt ETL process to accommodate changes in source systems and new business user requirements.
- Monitor, manage, and validate data warehouse activity including data extraction, transformation, movement, loading, and update data warehouse schematic.
- Ensure the repositories and processes meet service level requirements.
- Manage requests for change and prioritize work based on business needs and available resources.

#### **5.2.3 PRESENTATION LAYER SUPPORT**

Contractor support is required to provide development and ongoing maintenance of current and anticipated presentation layers (an interface used to access reports, etc.), including the following applications:

- Detention Removal Office (DRO) Decision Support
- Student Exchange Visitor Information System (SEVIS) Decision Support
- ICE Pattern Analysis and Information Collection (ICEPIC) Decision Support
- Secure Communities Interoperability Decision Support

### **5.2.3.1 DATA ACCESS AND DELIVERY**

The Contractor shall provide ongoing operations and support for existing presentation layers to ensure reliability and availability of applications. Contractor support is required for end-user training and customer support.

#### **Specific O&M functions include the following:**

- Perform O&M support for existing presentation layers (i.e., reports, statistics and dashboards).
- Coordinate end-user training and business-oriented metadata definitions.
- Provide end-user support
- Track versions of all tools and access methods.
- Maintain/update Decision Support Systems lifecycle processes.
- Train users on Decision Support Systems lifecycle processes.
- Review and report on adherence to standard operating procedures.
- Modify/update processes in accordance with changes in business requirements, organizational standards, technical architecture, and political/legislative directives.
- Ensure all systems, applications, and tools adhere to DHS and ICE requirements.
- Monitor systems for actual and potential risks, vulnerabilities, security lapses, loopholes, and attacks.
- Monitor and improve, and if deemed necessary by the Government, query performance.

### **5.2.4 DEVELOPMENT SUPPORT (CPFF)**

The Contractor shall provide ongoing development support of the following types of tasks described in the sections below.

#### **5.2.4.1 ENTERPRISE DATA WAREHOUSE**

Additional data sources will have to be incorporated into the EDW for IIDS. For each new data source, new ETL processes will have to be developed in addition to new reports, statistics, and dashboards. Though not all future data sources have been identified, the following data sources have been identified for inclusion into the EDW.

- (1) ICE Pattern Analysis and Information Collection (ICEPIC): The ICEPIC query application currently processes data in various formats from approximately 14 data sources. The ICEPIC modernization effort consists of a phased IIDS integration approach. In the first phase, IIDS will receive all data files and will process the data files via ETL to create Universal Message File (UMF) files for transmission to the Non-Obvious Relationship Awareness (NORA) application. The second phase will consist of developing a new data model to load the data directly into the EDW.
- (2) Student and Exchange Visitor Information System (SEVIS): The system is currently undergoing a modernization effort and it is anticipated that new processes will have to be developed during quarter two of FY10. The end result of this modernization effort will be the development of SEVIS II that will feed into IIDS to provide them with their reporting capabilities.
- (3) Law Enforcement System Modernization: This system is currently in the planning phase; however, development of IIDS reporting capabilities is planned for FY10.

#### **5.2.4.1.2 EDW DATA DESIGN**

Using ETL functionality, IIDS will interface and extract data from a variety of systems internal to ICE. By integrating data from multiple environments, IIDS will allow for the automation of information exchange, thus enabling users to more efficiently acquire and share information. The development tasks include:

- Assess and develop potential data sources.
- Design, develop, and implement metadata repository.
- Develop new business rules required to transfer the data from the source to the target databases.

#### **5.2.4.1.3 EDW DATA STAGING**

Data must be extracted from the source database, transformed into efficient, standard format, and loaded into the staging environment before loading to the EDW. The development tasks include:

- Develop and provide utilization reports including statistics.
- Develop and implement ETL processes.
- Develop and document operations and tasks including extraction, movement, loading and aggregate table creation.

### 5.2.4.2 PRESENTATION LAYER

Additional presentation layers (i.e., reports, statistics and dashboards) required to support emerging ICE and DHS mission requirements will need to be developed by the contractor. The strategic vision is to provide full reporting capabilities for all ICE reporting and statistical needs through IIDS. The development tasks include:

- Design and develop new applications, dashboards, and dimensional cube mechanisms to support end users access and analysis of data in the EDW.
- Design, develop and maintain standardized IIDS dashboards.
- Utilize ICE existing data access and approved ICE delivery tools to develop presentation layer capabilities.
- Develop and standardize reusable components to improve data access and delivery capabilities. For example, report templates, statistics, analytics, ad-hoc queries or standards for user access and how the users access data.

#### 5.2.4.2.1 DATA ACCESS AND DELIVERY

Data access and delivery, as the front end, is most visible to the end user of Decision Support Systems. End users within ICE are largely comprised of law enforcement professionals and their support staff. Integrated information products delivered to these user groups may be of a sensitive nature requiring timely and secure data delivery.

- Coordinate prototype previews.
- Coordinate and prioritize user requirements.
- Coordinate with architects to translate requirements into technical specifications.
- Ensure presentation layers comply with SLM requirements and develop necessary SLM documentation.
- Perform and coordinate User Acceptance Testing (UAT) for presentation layers.
- Maintain library of all associated documentation using the ELMS.

#### 5.2.4.3 SYSTEM CHANGE REQUEST (SCR)

Software modifications to applications are based upon the submission and Government approval of a SCR. Modifications are classified as minor, moderate, or major, where:

Modification Type	Estimated Effort Required
Minor	1 – 200 Hours
Moderate	201 – 600 Hours
Major	601 – 1500 Hours

Prior to commencing a system modification, the Contractor and the OCIO Project Manager shall agree on the degree of the modification as minor, moderate or major. Emergency maintenance shall be performed at the direction of the Government. The respective OCIO Project Manager and Configuration Control Board must approve all SCRs in writing.

#### **5.2.4.4 OPTIONAL REQUIREMENT CONTRACT LINE ITEM (CLIN)**

Optional Requirement CLINs are work assignments, activities, priorities and/or projects that the Government has identified as potential work that may be required for this contract during the period of performance. The Government will provide the required date, potential completion date, and other information as necessary. As requested by the government via the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR), the Contractor shall provide the staffing plan, cost estimates, and fixed fee for the Optional Requirement CLIN as requested by the Government within a reasonable time period after being notified by the CO. The CO will inform the Contractor if the Optional Requirement CLIN requested will be exercised.

#### **5.2.5 PROJECT MANAGEMENT SUPPORT (FFP)**

The Contractor PM shall provide oversight, management, coordination, and administrative support, as necessary to meet the requirements, objectives, and ICE priorities as identified by the Government. This, at a minimum, includes but is not limited to:

- Ensure smooth daily operation
- Ensure optimal utilization of resources
- Prioritize requirements consistent with the ICE priorities
- Ensure necessary work activities, projects, and assignments are included in the tasks, work breakdown structure (WBS), work plans, quality control plans, and other areas of which this contractor supports the government.
- Effectively and accurately communicating progress to Government PMs and executive managers.
- Manage scope and expectations while ensuring timelines, milestones, and schedules are being met and provide advanced notification of any deviation from budget, schedule, or resources.
- Coordinate external and internal resources and ICE priorities.
- Ensure all contract personnel and subcontractors adhere to the ICE security policies, directives, and guidance.
- Ensure each project has a detailed charter, project management plan, WBS with scheduled milestones, implementation plan, training plan, and transition documents.
- Monitoring and tracking the availability of the funds for authorized work.
- Review all reports for accuracy and performing trends and performance analysis.

- Monitor and track appropriate approval procedures for the authorization of the Other Direct Costs (ODCs).
- Perform quality control and implementing quality control measures.
- Provide advance notification of any deviations from budget, schedule, or resources.

The Contractor shall provide weekly status reports to the Government that includes accomplishments, status of ongoing activities, issues, recommendations for problem resolution, and upcoming activities. The Contractor shall ensure that the COTR is provided an updated monthly listing of all Contractors' staff to include Subcontractors. The Contractor shall monitor the performance of their personnel, identify any degraded quality of service, and propose corrective actions to the Government, up to and including, personnel termination.

The Contractor shall demonstrate the capacity and capability to provide resources and support 24x7, 365 days a year as required by the Government, including Government holidays, and shall be prepared to provide resources to ensure coverage and projected staffing levels are appropriately addressing the requirement.

The Contractor shall provide their staffing plan for supporting this contract. There will be no overtime unless there is an emergency request authorized by the COTR.

#### **5.2.6 OTHER DIRECT COSTS (ODC)**

The Contractor may be required to buy software and supplies to support the requirements of this SOW. Any purchases must be approved in advance by the COTR for reimbursement and shall remain the property of the Government. Such Other Direct Costs (ODCs) may include:

- Project unique software
- Site licenses, annual licensing fees, and upgrades of operating systems
- Refresh of existing equipment

In addition to adherence to the SLM and Security standards, Commercial Off-The-Shelf (COTS) and Government Off-The-Shelf (GOTS) products must be approved through the IT Change Request (ITCR) process prior to implementation.

Travel is anticipated to support this contract. Travel may be required to manage contractor personnel and resources, attend user meetings, training, system troubleshooting, demonstrations and information regarding system operations, update and maintain software, provide user support, develop patches, and develop interfaces. Any travel associated with this contract must also be approved in advance by the COTR. Travel shall be in accordance with the Federal Travel Regulations (FTR). No local travel reimbursement will be authorized.



The COTR/Contracting Officer will approve all individual ODC requests. The COTR will approve all travel based on the recommendation of the Government. The Government will review requirements, i.e. purpose of the trip, destination, number of travelers, and the duration of each trip.

The COTR will, with the recommendation of the Government, approve requests for attendance of Contractor training costs associated with the training of Contractor personnel necessary to support ICE unique applications/requirements.

- DHS, ICE expects that all Contractor personnel shall be properly trained and maintain proficiency in their field of expertise at no additional cost to the Government. Therefore, the Government will not pay for training courses or seminars that Contractor personnel would normally attend to remain proficient or current in their fields of expertise. Costs associated with such training will be the sole responsibility of the Contractor.

## **6.0 DELIVERABLES AND DELIVERY SCHEDULE**

### **6.1 GENERAL DELIVERABLES**

This section describes deliverables applicable to all the tasks.

#### **6.1.1 SLM DELIVERABLES**

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

#### **6.1.2 PROJECT PLANS AND SCHEDULES**

The Contractor shall develop a Project Plans and schedules, containing all resources, activities, and milestones necessary to accomplish work specified within the contract.

The Contractor shall use the Project WBS below to develop its product-oriented Contractor Work Breakdown Structure (CWBS) and dictionary for approval by the government. The CWBS shall be prepared in accordance with the guidelines contained in MIL-HDBK-881A and be delivered with the Contractor's Project Management Plan. Technical activities in the schedule shall be at a level of detail sufficient for the Contractor to manage the task. The Contractor shall develop a new Project Management Plan and schedule whenever a modification is made to the base contract and shall be submitted to the ICE COTR for review and approval. The Contractor shall provide the Project Management Plan and Schedule 15 business days after contract award or modification. The PWBS primary elements shall include:

- Project Management
- Product Assurance

- Design activities
- Development activities
- Test activities
- Deployment activities
- O&M Support
- Training
- Customer Support activities
- Reviews
- Releases

### **6.1.3 PROJECT MANAGEMENT PLAN**

The Contractor shall develop Project Management Plans for outlining the project execution and project control, including the approach, roles, responsibilities, cost, schedule, and scope. The document shall be used to facilitate key decision points, milestones, and communication among key stakeholders. The project management plan shall also describe the project management control mechanisms; configuration and change management factors; reporting requirements; contingencies; and performance measures for the major milestones.

The Contractor shall establish, maintain, and use in the performance of this contract, an integrated performance management system. Central to this integrated system shall be a validated Earned Value Management System (EVMS) in accordance with FAR sections 34.201, 34.202, 52.234-3 and the EVMS Guidelines contained in ANSI/EIA-748B as well as the DHS EVM Guidelines. The Government will not formally validate/accept the Contractor's management system (no formal review). While no validation is required, the Government will observe compliance during the course of the contract through the EVMS surveillance process. The Contractor shall also demonstrate how it intends to adhere to the DHS EVM Guidelines. Contract Performance Reports (CPR) shall be prepared in accordance with the DHS version of DI-MGMT-81466A. Contract Funds Status Report (CFSR) shall be prepared in accordance with directions constrained in the DHS version of DI-MGMT-81468.

### **6.1.4 PROJECT SCHEDULE**

The Contractor shall develop and maintain an Integrated Master Schedule (IMS) in compliance with DI-MGMT-81650. The schedule shall contain the planned events and milestones, accomplishments, exit criteria, and activities from contract award to the completion of the contract. This IMS shall be delivered not later than 10 days prior to the Integrated Baseline Review (IBR). The project schedule shall be compatible with Microsoft Project.

The Contractor shall engage in jointly with the Government's Program Manager in IBR's to evaluate the risks inherent in the contract's planned performance measurement

baseline. The initial IBR shall be conducted **not later than** 180 days after the contract award. Subsequent IBR's shall be conducted as needed following major changes to the baseline. In addition, the contractor shall establish an effective method for analyzing and monitoring OCIO metrics that will promote quality, productivity, and process improvement to sustain OCIO performance and service excellence

#### **6.1.5 RISK MANAGEMENT PLAN**

The Contractor shall develop and maintain a Risk Management Plan (RMP). The plan should, at a minimum, identify all risks, categories, impact, priority, mitigation response/strategy, and status and include a risk assessment matrix.

The Contractor shall provide the draft Risk Management Plan to the COTR 30 days after TO award for Government to review. The COTR will provide the comments back to the Contractor for update, if necessary. The Contractor shall incorporate the comments and provide the final Risk Management Plan to the COTR within 10 working days. The document is a living document, therefore, will be updated as necessary.

#### **6.1.6 QUALITY CONTROL PLAN**

The Contractor shall develop and maintain a Quality Control Plan (QCP). The QCP shall provide details of how the contractor intends to perform quality control checks, the process for tracking issues, communication strategy, and the quality control measures for all areas and responsibilities of this SOW to include but not limited to all deliverables, work activities, assignments, and projects. The Contractor shall be prepared to address COTR concerns and requirements as well to include the QCP Report schedule and due date.

The Contractor shall provide the draft QCP to the COTR 30 days after contract award for Government to review. The COTR will provide the comments back to the Contractor for update, if necessary. The Contractor shall incorporate the comments and provide the final QCP to the COTR within 10 working days. The document is a living document, therefore, will be updated as necessary.

#### **6.1.7 TRAINING PLAN**

The Contractor shall develop a Training Plan for describing the tasks associated with training the end-user community of the solution. The Training Plan shall take into consideration the various degrees of experience supporting the operation, and the complex distribution mechanisms for offering training.

The Contractor shall provide the draft Training Plan to the COTR 30 days after contract award for Government to review. The COTR will provide the comments back to the Contractor for update, if necessary. The Contractor shall incorporate the comments and provide the final Training Plan to the COTR within 10 working days. The document is a living document, therefore, will be updated as necessary.

### **6.1.8 COMMUNICATION PLAN**

For meeting the widespread adoption goals of the project, the Contractor shall develop a Communication Plan. The Communication Plan shall take into consideration the efforts necessary to adopt a major operation change, and the various internal and external stakeholders that have a vested interest in the solution.

The Contractor shall provide the draft Communication Plan to the COTR 30 days after contract award for Government to review. The COTR will provide the comments back to the Contractor for update, if necessary. The Contractor shall incorporate the comments and provide the final Communication Plan to the COTR within 10 working days. The document is a living document, therefore, will be updated as necessary.

### **6.1.9 TRANSITION PLAN**

The Contractor shall complete the transition within 90 days of TO award. The Contractor's transition plan shall be approved by DHS, ICE and shall contain a milestone schedule of events and system turnovers. The transition plan shall transition systems with no disruption in operational services. The Contractor shall provide the detailed transition plan 15 days after contract award. To ensure the necessary continuity of services and to maintain the current level of support, ICE will retain services of the incumbent contractor for the transition period, if required.

At the completion of the period of performance of this contract, the Contractor shall fully support the transition of IDS Branch requirements to the successor. Activities include supporting all of the activities listed above by making available personnel and documentation required to facilitate a successful transition. Upon completion of the period of performance, the CO will issue a modification to fund the transition period, if applicable.

## **6.2 PROGRESS REPORTS AND PROGRAM REVIEWS**

To accurately track the completion of the solution, the Contractor shall submit to the Government the following status reports as described in Section 6.3.9, Task Specific Deliverables, Table 3.

### **6.2.1 PROGRAM REVIEWS**

The Contractor shall participate in monthly (or as required) Program Reviews with the Government to review selected projects. The purpose of this meeting is to ensure the state of production processing and that all application software efforts are coordinated, consistent, and not duplicative. Contractor budgets, schedules and other program related issues shall be provided during these reviews. The program review is intended to be an informal executive summary of these events, and should require only minimal presentation time.

## **6.2.2 MONTHLY PROGRESS REPORT**

The Contractor shall prepare a monthly progress report. The initial report shall be due 30 calendar days after task award and 30 calendar days thereafter until the last month of performance. Subsequent reports will be provided monthly by the 10<sup>th</sup> business day following the end of a month before the last month of performance. The final delivery will occur 10 days before the end of the final option period and will summarize performance during the period of performance and provide the status of any planned transition activity. The monthly report shall contain the following:

- Description of work planned
- Description of work accomplished
- Analysis of the difference between planned and accomplished
- Work planned for the following month
- Open issues

## **6.2.3 MONTHLY STATUS REPORT**

The Contractor shall prepare a monthly status report for the Government that shall be considered high priority and visible. Generally, these reports include the month's accomplishments, any deviation from planned activities; field related issues, other issues, and planned activities for the next period. The Contractor shall permit reports electronically via e-mail mail and shall be due by close of business Wednesday of the following reporting period. Additionally, the Government may request impromptu meetings to discuss status or issues.

## **6.2.4 WEEKLY STATUS REPORT**

The Contractor shall prepare a weekly status report. These reports shall include the week's accomplishments, any deviations from planned activities; field related issues, other issues, and planned activities for the next period. The weekly reports shall be delivered via e-mail and shall be due by close of business Wednesday of the following reporting period. Additionally, the Government may request impromptu meetings to discuss status or issues.

## **6.2.5 MONTHLY FINANCIAL REPORTING**

The Contractor shall submit a monthly Financial Report with estimates of the previous month's labor costs, travel expenses, and any other direct costs (ODCs). In addition, the Contractor shall provide any and all earned value, periodic reporting, and capital planning-related financial reports as mandated by the Office of Management and Budget (OMB) and the Department of Homeland Security. The initial report shall be due 30 calendar days after start of the contract and shall cover the first calendar month of performance. Subsequent reports will be provided monthly by 5<sup>th</sup> business day following the end of a month. At a minimum, the report shall contain the following elements:

**Cumulative to date:**

- Budgeted cost of work scheduled including fee, if applicable
- Budgeted cost of work performed including fee, if applicable
- Actual cost of work performed including fee, if applicable
- Variance between budgeted and actual cost and schedule performance

**At completion:**

- Budgeted Cost
- Estimated Cost
- Variance, if any
- Cost Performance Index and Schedule Performance Index analysis
- Variances of more than 10% during any reporting quarter will be discussed in sufficient detail as to identify the underlying causes, corrective action employed and the status of any ongoing corrective activity.

**6.2.6 TASK FINANCIAL CHARTS**

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

- Cost Ceiling, Proposal Burn, Proposal Cumulative, Funding Ceiling
- Monthly Incurred, Cumulative Incurred
- Monthly Outlook, Total Estimated Cost
- Monthly Invoiced, Cumulative Invoiced

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

**6.3 GENERAL DELIVERABLES AND SCHEDULE**

All deliverables shall be delivered in hardcopy, electronic format and entered in the ELMS. Development deliverables and SLM supporting documentation shall conform to the SLM for configuration management and product acceptance procedures. Contractor shall develop documentation in the Microsoft Office Suite product approved by the COTR. No other office automation product shall be used, unless approved by the Government.

The Government will provide the Contractor with the preferred reporting format.

### **6.3.1 AGENDAS, MINUTES, TRIP REPORTS**

The Contractor shall prepare agendas and/or meeting minutes as requested and prepare trip reports for each trip performed under this contract.

### **6.3.2 PROJECT PRESENTATIONS, DEMONSTRATIONS AND SUPPORT MATERIALS**

The Contractor shall prepare project presentations, conduct demonstrations, and prepare support materials such as designing system information guides or preparing project displays, as required.

### **6.3.3 TRAINING AND SUPPORT MATERIALS**

The Contractor shall provide training for the IIDS user community. The delivery method will be a combination of classroom training, Train-the-Trainer and one-on-one ad-hoc sessions with users in the Washington, DC area, Fugitive Operation Center in Vermont and other locations as applicable. It is anticipated there will be 1 to 2 classroom and Train-the-Trainer training session per year as well as 1 to 3 One-on-One training sessions per month. The Contractor shall develop and deliver training materials when tasked to conduct training, as required for specific tasks. In addition, the Contractor shall deliver user manuals for each decision support system and documentation identifying business rules and formulas used in reports and statistics developed for each decision support system.

### **6.3.4 CHANGE MANAGEMENT**

The Contractor shall take into consideration the efforts necessary to adopt a major operational change, and the various internal and external stakeholders that have a vested interest in the implementation of the solution. The Contractor shall recommend an approach to accomplish a smooth transition.

### **6.3.5 CONFIGURATION MANAGEMENT**

The Contractor shall practice sound configuration management controls by utilizing the ICE Configuration Management tools PVCS Version Manager and Tracker. These tools will be used to record and track SCRs, test problem reports (TPR's) and maintain version control of all developed code for the application. Software changes on the IIDS platform will be bundled and submitted to the DHS Interim Configuration Control Board for approval prior to implementation. The Contractor shall assign proper identifications for all configuration items in accordance with agreed upon conventions. This includes the proper labeling of all releases, regardless of content. The Contractor shall submit an electronic version of all contract deliverables to ELMS.

### 6.3.6 CERTIFICATION AND ACCREDITATION DOCUMENTATION

The Contractor shall develop the required Certification and Accreditation (C&A) documentation as necessary. DHS/ICE requires 12 artifacts to be generated for a fully compliant C&A package. The Contractor is responsible for maintaining and updating existing C&A artifacts for these task areas to stay current with DHS/ICE and Federal requirements. The Contractor is also responsible for supporting annual C&A activities, (i.e. self-assessments, contingency plan tests, vulnerability scans, etc.). In some instances, the Contractor may be tasked to serve as an Assistant Information System Security Officer (AISSO) for an application.

### 6.3.7 INTERFACE CONTROL AGREEMENTS

The Contractor shall develop Interface Control Agreements (ICAs) that will specify the technical specifications for the integrating between EDW and external systems. The activities associated with this task shall include:

- Coordinating and facilitating meetings with external system owners
- Developing definition of technical specifications for field attributes with external system owners
- Developing agreement of communication protocols with external system owners
- Complying with DHS/ICE security requirements
- Documenting Standard Operating Procedures (SOPs), Service Level Agreements (SLAs), installation/connection guides, and supporting detailed design documents

### 6.3.8 TASK SPECIFIC DELIVERABLES

The following table provides a summary of the General Deliverables including frequency, number of copies, and the recipients.

**Table 3: Deliverables**

\* Days are business days, unless otherwise noted.

<u>Deliverable</u>	<u>Frequency*</u>	<u>Copies</u>	<u>Recipients</u>
Agendas, Meeting Minutes, Trip Reports	As Required	2	Electronic copy: PM (1), COTR (1) with transmittal letter
Certification and Accreditation Documentation	As Required	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter



<u>Deliverable</u>	<u>Frequency*</u>	<u>Copies</u>	<u>Recipients</u>
Communication Plan	Initial: 30 days after contract award Monthly, by 5 <sup>th</sup> day (for previous month)	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter
Contract Funds Status Report	Monthly, by 5 <sup>th</sup> day (for previous month)	2	Electronic copy: PM (1), COTR (1) with transmittal letter
Contract Performance Reports	Monthly, by 5 <sup>th</sup> day (for previous month)	2	Electronic copy: PM (1), COTR (1) with transmittal letter
Employee Listing	Monthly	1	Electronic copy: COTR (1) with transmittal letter
Financial Reports (EVMS, Invoices, Incurred Cost and Funds Status, ODCs)	Monthly, by 5 <sup>th</sup> day (for previous month)	2	Electronic copy: PM (1); Hardcopy: COTR (1) with transmittal letter
Integrated Baseline Review	No later than 180 calendar days from contract award; updates as needed	2	Electronic copy: PM (1); Hardcopy: COTR (1) with transmittal letter
Integrated Master Schedule	Initial: not later than 10 days prior to IBR Weekly, by 5 p.m Friday (for current week)	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter
Monthly Progress Report	Monthly	2	Electronic copy: PM (1); COTR (1) with transmittal letter
Monthly Status Report (Technical)	Monthly, by 5 <sup>th</sup> day (for previous month)	2	Electronic copy: PM (1); COTR (1) with transmittal letter
Presentations, Demonstrations, Project Support Materials	As Required	2	Electronic copy: PM (1), COTR (1) with transmittal letter

<u>Deliverable</u>	<u>Frequency*</u>	<u>Copies</u>	<u>Recipients</u>
Program Reviews	Monthly (or as required)	2	Electronic copy: PM (1); COTR (1) with transmittal letter
Project Management Plan	Initial: 15 days after contract award Monthly, by 5 <sup>th</sup> day (for previous month)	3	Electronic copy: PM (1); ELMS (electronic); COTR (1) with transmittal letter
Quality Control Plan	Initial: 30 days after contract award Monthly, by 5 <sup>th</sup> day (for previous month)	3	Electronic copy: PM (1); ELMS (electronic); COTR (1) with transmittal letter
Risk Management Plan	Initial: 30 days after contract award Monthly, by 5 <sup>th</sup> day (for previous month)	3	Electronic copy: PM (1); ELMS (electronic); COTR (1) with transmittal letter
SLM Documentation	As Required	3 - Doc	Documentation (Doc): Electronic copy - PM (1), ELMS (1); COTR (1) with transmittal letter
Software Releases	As Required	1 - SW	Electronic copy - ELMS (1); Software (SW): VM
Task Financial Charts	Monthly, by 5 <sup>th</sup> day (for previous month)	2	Electronic copy: PM (1), COTR (1) with transmittal letter
Project Plans/Schedules	15 Days after Contract award (updates as required)	2	Electronic copy: PM (1); COTR (1) with transmittal letter
Training Materials	As Required	2	Electronic copy: PM (1), COTR (1) with transmittal letter
Training Plan	Initial: 30 days after contract award Monthly, by 5 <sup>th</sup> day (for	3	Electronic copy: PM (1); ELMS (electronic); COTR (1) with transmittal letter

<u>Deliverable</u>	<u>Frequency*</u>	<u>Copies</u>	<u>Recipients</u>
	prev. month)		
Transition Plan	15 Days after Contract Award (updates as required)	2	Electronic copy: PM (1); COTR (1) with transmittal letter
Weekly Status Report	Weekly, by 5 p.m. Wednesday	2	Electronic copy: PM (1); COTR (1) with transmittal letter

The deliverable dates are subject to modification at the discretion of the Government. Unless otherwise specified, all documentation shall be in Microsoft Office 2003. The Government will review documentation submitted by the Contractor and provide comments within ten (10) business days.

### 6.3.9 TASK SPECIFIC DELIVERABLES

#### 6.3.9.1 DATA WAREHOUSE SUPPORT DELIVERABLES

The following table provides a summary of the Data Warehouse Support Deliverables including frequency, number of copies, and the recipients.

<u>Deliverable</u>	<u>Frequency*</u>	<u>Copies</u>	<u>Recipients</u>
Data Warehouse Schematic	As Required	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter
SLM Documentation	As Required	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter
Specification sheets for client machines, applications/web servers, database servers, and networks	As Required	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter
Updated data architecture standards	As Required	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter

<u>Deliverable</u>	<u>Frequency*</u>	<u>Copies</u>	<u>Recipients</u>
Updates to Data Dictionary	As Required	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter
Updates to ICE Enterprise Data Model	As Required	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter
Updates to ICE Metadata Repository	As Required	3	Electronic copy: PM (1); ELMS (electronic) ; COTR (1) with transmittal letter
Utilization reports, including statistics	Monthly by no later than 10 <sup>th</sup> day of the month	2	Electronic copy: PM (1); COTR (1) with transmittal letter

The deliverable dates are subject to modification at the discretion of the Government.

### 6.3.9.2 PRESENTATION LAYER SUPPORT DELIVERABLES

The following table provides a summary of the Presentation Layer Support Deliverables including frequency, number of copies, and the recipients.

<u>Deliverable</u>	<u>Frequency*</u>	<u>Copies</u>	<u>Recipients</u>
SLM Documentation	As Required	3 - Doc	Documentation (Doc): Electronic copy - PM (1), ELMS (1); COTR (1) with transmittal letter
User Dashboards	As Required	1 - SW	Electronic copy - ELMS (1); Software (SW): VM
Ad Hoc Reports	As Required	2	Electronic copy: PM (1); COTR (1) with transmittal letter
ICE Decision Support Systems Dictionary	Update Current Version within 90 days of start of the period of performance	2	Electronic copy: PM (1); COTR (1) with transmittal letter
Business Domain Document	As Required	2	Electronic copy: PM (1); COTR (1) with transmittal letter
Re-hosted database	As Required	1 - SW	Electronic copy - ELMS (1); Software (SW): VM

<u>Deliverable</u>	<u>Frequency*</u>	<u>Copies</u>	<u>Recipients</u>
Utilization reports, including statistics	Monthly by no later than 10 <sup>th</sup> day of the month	2	Electronic copy: PM (1); COTR (1) with transmittal letter
Specification sheets for client machines, applications/web servers, database servers, and networks	As Required	2	Electronic copy: PM (1); COTR (1) with transmittal letter

The deliverable dates are subject to modification at the discretion of the Government.

## 7.0 DELIVERABLE ACCEPTANCE

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

1. Accuracy - Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
2. Clarity - Work products shall be clear and concise. All diagrams and graphics shall be easy to understand and be relevant to the supporting narrative.
3. Consistency to Requirements - All work products must satisfy the requirements of this statement of work.
4. File Editing - All text and diagrammatic files shall be editable by the Government.
5. Format - Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
6. Timeliness - Work products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

All written deliverables are required in soft copy in Microsoft Word 2003, Excel 2003 or other format designated by ICE. Deliverable, where applicable, shall comply with the ICE SLM handbook.

The documents shall be considered final upon receiving Government approval. The Government shall require no more than 10 business days to review a document and provide comments back to the Contractor. All deliverables shall be delivered via a letter of transmittal to the COTR, ICE OCIO; Room 770; 801 I Street NW; Washington, DC; 20536 not later than COB (Local Time) on the deliverable's due date.

## **8.0 PRODUCT ACCEPTANCE**

Information technology products delivered under this contract shall be accepted when they meet all requirements, which include: validating objectives, processes and functionality, technical accuracy or merit, compliance to ICE technical standards, and all Coordination, Review and Approval Forms required by the SLM Manual are completed. Initial deliverables shall be considered draft versions and will be reviewed and accepted or rejected by the Government within ten working days.

## **9.0 GOVERNMENT- FURNISHED EQUIPMENT AND INFORMATION**

There will be no Government furnished equipment/property for this task. Documentation relevant to the IDS Branch systems will be available to the vendors upon award of the TO. Upon award (and obtaining required security clearance), the successful contractor will be provided access to the Enterprise Library at 1101 Vermont Avenue, NW, Suite 220, Washington, DC, 20005.

## **10.0 PLACE OF PERFORMANCE**

Work will be performed primarily at Contractor's facilities. The Contractor shall ensure that all supporting personnel are available during ICE core hours (9 a.m. – 3 p.m.). Normal operations must be carried on during an 8-hour period between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor shall provide support on an on-call basis after normal business hours. The Contractor must plan and have the capability to provide second- and third-tier user support 24x7, 365 days a year. Frequent travel to DHS offices in the Washington, DC metropolitan area for meetings and briefings will be required. It is preferred that the Contractor's operating facility should be within the Washington, DC metropolitan area for travel time to the DHS, ICE OCIO Office located at 801 I Street NW, Washington DC. Occasional travel to sites outside of the Washington, DC area is required in conjunction with the performance of contract project requirements.

## **11.0 PERIOD OF PERFORMANCE**

The Decision Support Services requirement will consist of a three-month transition period, a one-year base period, and four one-year option periods. The following chart shows the beginning and ending dates for each period:

*Base Period	September 28, 2009	August 31, 2010
Option Period 1	September 1, 2010	August 31, 2011
Option Period 2	September 1, 2011	August 31, 2012
Option Period 3	September 1, 2012	August 31, 2013
Option Period 4	September 1, 2013	August 31, 2014

\*Includes 3 month transition period.

## **12.0 OVERTIME**

Neither the Contractor nor any teaming partners will be authorized to invoice for overtime.

## **13.0 CONTRACTOR PERSONNEL**

### **13.1 CONTRACTOR PERSONNEL QUALIFICATIONS**

The Contractor shall provide support staff that is pre-trained and has demonstrated experience in the application software and database technologies utilized by the IDS Branch subtasks.

### **13.2 KEY PERSONNEL**

For this contract, the PM and Team Leads shall be designated as key personnel and shall be a full-time employee or sub-contractor of the Contractor at the time of task award. It is expected that all key personnel will serve for the duration of the task(s), or until an equivalent replacement(s) is nominated by the Contractor and accepted by ICE. The ICE COTR or CO will approve all key personnel and will reject any nominated personnel not meeting the expected qualifications. In addition to these designations, the Government reserves the right to revise this designation during TO performance, including requiring the identification of additional key personnel. COTR and CO approval is required prior to any change in key personnel.

Requests for key personnel changes shall be submitted at least 30 days in advance of a prospective substitution. The request should provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume of the proposed new personnel, and any other relevant information necessary to evaluate the impact of the prospective substitution on the program requested by the COTR and CO. The qualifications of proposed substitute key personnel must meet or exceed the qualifications of personnel whom they are proposed to replace. The COTR and CO will generally accept or reject the resume within 10 working days.

### **13.3 NON-DISCLOSURE STATEMENTS**

Each contractor employee who works on this contract shall have a signed "non-disclosure" agreement on file with the COTR.

## 14.0 ACCESSIBILITY REQUIREMENTS

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

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

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

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

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

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

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

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



regardless of technology, to fulfill the functional performance criteria.

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

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

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

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

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

**SECTION D: PACKAGING AND MARKING**

*NOT APPLICABLE*

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## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (1996)**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the 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 services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

**E.2 52.246-5 INSPECTION OF SERVICES—COST-REIMBURSEMENT (APR 1984)**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the 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 services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of clause)

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 PLACE OF PERFORMANCE/HOURS OF OPERATION**

Work shall be performed at the Contractor's facility. See the Statement of Work, Paragraph 10.0.

### **F.2 PERIOD OF PERFORMANCE**

An 11- month base period (which incorporates a 90 calendar day transition in period) plus four 12-month option periods.

### **F.3 PRINCIPAL PLACE OF PERFORMANCE**

Effort required under this contract shall be at the Contractor's facilities. Any issued service orders will designate the exact location where services will be provided for a specific project if different than the metro area.

### **F.4 DELIVERY SCHEDULE**

Required deliverables and delivery schedules are established in Section C, Statement of Work and determined in coordination with the Contracting Officer's Technical Representative.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 COMMITMENT OF GOVERNMENT TO AWARD A CONTRACT AND EXPENDITURE OF FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

### **G.2 TECHNICAL DIRECTION AND SURVEILLANCE**

(a) Performance of the work under this contract shall be subject to the surveillance and written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COTR, regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Performance Work Statement;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the specifications of the contract.

(c) All technical directions shall be issued in writing by the COTR via e-mail

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COTR which falls within one, or more, of the categories defined in (b)(1) through (5) above, shall cause the Contractor to notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the

Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within thirty (30) days after receipt of the Contractor's Letter that:

- (1) the technical direction is rescinded in its entirety; or
  - (2) the technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the Contractor should continue with the performance of the technical direction.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the Project Officer whom the Contracting Officer shall appoint shall be at the Contractor's risk.

### **G.3 INVOICES**

The Contractor shall follow the ICE guidelines including procedures for electronic submission of invoices, as required.

The Contractor shall submit an invoice for each task separately billed, fifteen (15) calendar days after the close of the previous month to include: Contractor name, labor categories, labor costs, completed travel, overtime, and any Other Direct Costs (ODCs) for the invoice period. The invoice shall list the total number of hours worked by each Contractor employee. Any overtime must be listed separately for each Contractor employee with the dates and specific hours worked. Signed authorization by the Government Task Manager (GTM) for the overtime must be attached to the invoice.

The invoice shall include all costs incurred by the Contractor on behalf of the government, regardless of whether or not those costs have been invoiced by the Contractor, any Subcontractor, or Vendor. Incurred cost reporting shall be estimated for the current month, and the current month's incurred cost shall be accumulated for the contract year period. The Contractor shall also provide projected total incurred costs for the remainder of the contract period of performance based on historical burn rate.

All travel must be approved in advance and the Contractor employees shall include reference to the approved travel authorization form, and all travel related receipts (such as transportation, hotel, rental car, and other incidentals for each trip) with the invoicing spreadsheet. The ODCs must be approved in advance by the GTM for each period of performance. The Contractor shall reference the ODC (Attachment 1) tracking number on the invoicing spreadsheet. Should the Contractor employee perform activities for

another DHS entity, the Contractor employee must note the number of hours, the date worked, and the name of the DHS entity.

Invoice procedures for invoice submittal (Reference EAGLE IDIQ Contract Section G, Contract Administration Data, and Section I, Contract Clauses)

**G.3.1** Invoices shall be submitted via one of the following three methods:

a. By mail

DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
ATTN: ICE-OCIO-SDD

b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)

c. By e-mail at: Invoice.Consolidation@dhs.gov (copy Contract Specialist and COTR on submission)

Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE/OAQ. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

**G.3.2** In accordance with FAR 52.232-25 (a)(3), Prompt Payment, the information required with each invoice submission is as follows:

An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- (x) Electronic funds transfer (EFT) banking information.



(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

**G.3.3** The Contractor shall also submit the invoice electronically to the following individuals:

Contracting Officer: Douglas G. Smith, (202) 732- [REDACTED] [REDACTED]

Contracting Officer's Technical Representative: Shang-Jeo Gaublomme,  
(202) 732- [REDACTED] [REDACTED]

#### **G.4 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

For the purpose of this contract, the Contracting Officer's Technical Representative shall be: Shang-Jeo Gaublomme

#### **G.5 THE FOLLOWING CONTACT INFORMATION IS PROVIDED:**

Task Order Contracting Officer

Douglas G. Smith, (202) 732-2381, douglas.g.smith@dhs.gov

Program Manager (PM)

Ruth D. Ogilvie, (202) 732-2112, ruth.ogilvie@dhs.gov

Finance Office/Invoice Address

DHS ICE

Burlington Finance Center (BFC)

P.O. Box 1620

Williston, VT 05495-1620

Attn: ICE-OCIO-SDD

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 SECURITY REQUIREMENTS**

#### **H.1.1 GENERAL**

The Department of Homeland Security (DHS) has determined that performance of the task as described in Section 5.0, Tasks, requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) access classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

#### **52.204-2 SECURITY CLAUSE REQUIREMENTS (AUG 1996)**

This clause applies to the extent that this contract involves access to information classified "Top Secret".

The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), 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.

(a) 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.

(b) 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.

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

### **H.1.2 SUITABILITY DETERMINATION**

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

### **H.1.3 BACKGROUND INVESTIGATIONS**

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

1. Standard Form 86, "Questionnaire for National Security Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) **(2 copies)**
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement

4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
6. Authorization for Release of Medical Information

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

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

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

#### **H.1.4 CONTINUED ELIGIBILITY**

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

The OPR-PSU may require drug screening for probable cause at any time and/or when the Contractor independently identifies, circumstances where probable cause exists. The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

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

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

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

### **H.1.5 EMPLOYMENT ELIGIBILITY**

The Contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

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

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

### **H.1.6 SECURITY MANAGEMENT**

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

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

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

## **H.2 INFORMATION TECHNOLOGY SECURITY CLEARANCE**

When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the

administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication *DHS MD 4300 Publication or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

### **H.3 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

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

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

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

### **H.4 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL**

#### **H.4.1 GENERAL CLAUSE**

ICE has determined that performance of this contract will require that the Contractor, subcontractor(s), and associated vendor(s), etc. (herein known as Contractor), will be required to obtain "Top Secret" level in accordance with all applicable Component policies and DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information, National Security Information in accordance with all applicable Component policies and DHS 4300B. To ensure the security of the DHS/ICE information in their charge, ICE contractors and sub-contractors must adhere to the same computer security requirements and regulations as ICE federal employees unless an exception to policy is agreed to by the prime contractors, ICE ISSM and Contracting

Officer and detailed in the contract. The DHS Rules of Behavior document applies to both DHS federal employees and DHS support contractors and sub-contractors.

#### **H.4.2 SECURITY POLICY REFERENCES CLAUSE**

The following two primary DHS/ICE IT Security requirements documents are applicable to contractor/subcontractor operations supporting Sensitive But Unclassified (SBU) based contracts. Additionally, ICE and its contractors must conform to other DHS Management Directives (MD) (Note: these additional MD documents appear on DHS-Online in the Management Directives Section. Volume 11000 "Security and Volume 4000 "IT Systems" are of particular importance in the support of computer security practices)

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

#### **H.4.3 CONTRACTOR INFORMATION SYSTEMS SECURITY OFFICER (ISSO) POINT OF CONTACT CLAUSE**

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

#### **H.4.4 PROTECTION OF ICE SENSITIVE BUT UNCLASSIFIED INFORMATION**

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

#### **H.4.5 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission. The security requirements include, but are not limited to, how the Department of Homeland Security's sensitive information is to be handled and protected at the Contractor's site, (including any information stored, processed, or transmitted using the Contractor's computer systems), the background

investigation and/or clearances required, and the facility security required. This requirement includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include—

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

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

(b) At the expiration of the contract, the Contractor shall return all sensitive DHS information and IT resources provided to the Contractor during the contract, and a certification that all DHS information has been purged from any contractor-owned system used to process DHS information. Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(c) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and the Government Information Security Reform Act of 2000, and the Federal Information Security Management Act of 2002. The plan shall meet IT security requirements in accordance with Federal policies and procedures that include, but are not limited to OMB Circular A-130, Management of Federal Information Resources, Appendix III, and Security of Federal Automated Information Resources;

(d) Within 30 days after contract award, the Contractor shall submit for approval an IT Security Plan. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or quote that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will be according to the criteria of the Homeland Security Information Technology Security program Publication, DHS MD 4300.Pub., Volume I, Policy Guide, Part A, Sensitive Systems, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test



and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the approved accreditation documentation.

(f) The Company's databases, to the extent they are located in the United States at the time this contract is executed, and which form the basis for products and services supplied under this contract at the time of execution, shall remain located in the United States;

(g) the Company shall ensure that reasonable cyber security measures are in place to protect the products and services being supplied to DHS, and the Company shall respond to and take reasonable action to address any concerns DHS may raise regarding the cyber security practices of the Company that are relevant to the products and services supplied under this contract;

(h) the Company's databases, referenced in paragraph (1) shall remain under control of a U.S. company (to the extent they are controlled by a U.S. company at the time this contract is executed), which shall have sole authority to determine the purposes and means of the processing of personal data in the United States; and

(i) should the foreign ownership, control, or influence of the Company's databases referenced in paragraph (1) change, the Company will inform Paul T. Osterhaus, Contracting Officer at DHS, so that the parties may agree on further risk mitigation measures as appropriate.

## **SECTION I: CONTRACT CLAUSES**

### **TASK ORDER TERMS AND CONDITIONS**

This Task Order will be issued in accordance with the Terms and Conditions of the Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) Contract.

#### **CONTRACT CLAUSES**

##### **I.1 52.216-8 FIXED FEE (MAR 1997)**

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

##### **I.2 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 15 days of expiration of the current period of performance.

(End of clause)

**I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 59 months.

(End of clause)

**I.4 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

#### **I.5 52.227-14 RIGHTS IN DATA—GENERAL (DEC 2007)**

(a) Definitions. As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation. "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

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



(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

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

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming

final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

#### **I.6 52.232-22 LIMITATION OF FUNDS (APR 1984)**

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

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

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

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

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

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

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

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

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

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

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

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer,

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

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

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

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

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

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

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

(End of clause)

#### **I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>

[http://farsite.hill.af.mil/farsite\\_alt.html](http://farsite.hill.af.mil/farsite_alt.html)

(End of clause)

**I.8 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)**

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

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

(1) Within 60 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

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

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

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

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

(End of clause)

### **I.9 3052.204-71 CONTRACTOR EMPLOYEE ACCESS, Alternate 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, Pub. L. 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 SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.



(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

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

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

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component.

It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

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

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

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

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

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

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

#### **I.10 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)**

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

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

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

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

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

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

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

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

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

#### **I.11 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)**

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

(b) The nature of this conflict related to the Decision Support Services requirement is unknown.

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to

perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

#### **I.12 3052.211-70 INDEX FOR SPECIFICATIONS (DEC 2003)**

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specifications. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

(End of clause)

#### **I.13 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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

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

The Key Personnel under this Contract:

Program Manager  
Team Lead

(End of clause)

**I.14 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION  
(DEC 2003)**

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

(End of clause)

**I.15 3052.242-72 CONTRACTING OFFICER'S TECHNICAL  
REPRESENTATIVE (DEC 2003)**

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

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

(End of clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 09/30/2009	4. REQUISITION/PURCHASE REQ. NO. 192109CIOSDD5AS65	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street N.W., Suite 800 Washington DC 20536	CODE ICE/TC/IT SERVICE.	7. ADMINISTERED BY (If other than Item 6) ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800-42 Attn: Douglas G. Smith Washington DC 20536	CODE ICE/TC/IT SERVICES
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN INFORMATION TECHNOLOGY INC 7575 COLSHIRE DRIVE MCLEAN VA 221027508		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00022 HSCETC-09-J-00013	
		10B. DATED (SEE ITEM 13) 09/28/2009	
CODE b2High	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$890,000.00  
See Schedule

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

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

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

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

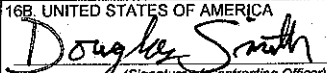
DUNS Number: b2High  
The purpose of this administrative modification is to add funding to CLIN 0001D and CLIN 0001E.

CLIN 0001D is increased in both price and funding from \$0.00 by \$ b4 to \$ b4  
Additionally, CLIN 0001E is increased in both price and funding from \$0.00 by \$ b4 to \$ b4

This increases the total amount obligated on this contract from \$9,840,000.00 by \$890,000.00 to \$10,730,000.00.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Douglas G. Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			09/30/2009
		(Signature of Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSHQDC-06-D-00022/HSCETC-09-J-00013/P00001

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Similarly, the total contract value is increased from \$46,166,331.00 by \$890,000.00 to \$47,056,331.00.</p> <p>Points of Contact:</p> <p>Contracting Officer: Douglas G. Smith, (202) 732- b6 , b6</p> <p>COTR: Shang-Jeo Gaublomme, (202) 732- b6 , b6</p> <p>Accounting Info: b2High</p> <p>FOB: Destination</p> <p>Period of Performance: 09/28/2009 to 08/31/2014</p> <p>Change Item 0001D to read as follows (amount shown is the obligated amount):</p>				
0001D	<p>OPTIONAL TASK (CPFF)</p> <p>Funded via Modification P00001</p> <p>Product/Service Code: R414</p> <p>Product/Service Description: SYSTEMS ENGINEERING SERVICES</p> <p>Change Item 0001E to read as follows (amount shown is the obligated amount):</p>	1	LO	b4	b4
0001E	<p>FIXED FEE - OPTIONAL TASK</p> <p>Funded via Modification P0001</p> <p>Product/Service Code: R414</p> <p>Product/Service Description: SYSTEMS ENGINEERING SERVICES</p> <p>All other terms and conditions remain unchanged and in full force and effect.</p>	1	LO	b4	b4