Company Name:

Knowledge Consulting Group

Contract Number:

GS-35F-0448N (GS35F0448N)

HSCETC-08-F-00033 (HSCETC08F00033)

Requisition/Reference Number:

ISSO-08-0032 (ISSO080032)

Latest Modification Processed:

P00005

Period of Performance:

9/30/2008 through 12/16/2008

Services Provided:

Providing services for the Security Management Oversight and Compliance (SMOC) Support Services requirement.

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SUPPLIES OR SERVICES ORDER FC

PAGE OF PAGES

SCHE JLE - CONTINUATION IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. GS-35F-0448N HSCETC-08-F-00033 09/30/2008 AMOUNT QUANTITY ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT ORDERED PRICE ACCEPTED (C) (E) (F) (G) The Statement of Work (SOW) and Clauses are hereby incorporated. This Task Order will be awarded as Labor-Hour for a base period of 2 months with one (1) nine-month option period and two (2) twelve-month option periods. The period of performance for the base period and option periods are as follows: Base Period: 09/30/2008 through 11/30/2008 Option Period I: 9 Months-12/01/2008 through 08/31/2009 Option Period II: 12 Months-09/1/2009 through 08/31/2010 Option Period III: 12 Months-09/01/2010 through 08/31/2011. This Task Order is subject to the terms and conditions of GS-35F-0448N. Amount awarded: \$10,788,613.80 Amount obligated: \$285,473.96 The ceiling amount of this award is \$11,788,613.80 Accounting Info: Period of Performance: 09/30/2008 to 08/31/2011 0001 0.00 Base Period (Not Separately Priced) 0001A Phase In-NTE 60 days b4 EA 0001B Senior Functional Analyst LH 0001C Project/Program Manager LH

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Continued ...

SUPPLIES OR SERVICES ORDER F SCHE JLE - CONTINUATION

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

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DATE OF ORDER CONTRACT NO. ORDER NO. HSCETC-08-F-00033 GS-35F-0448N 09/30/2008 QUANTITY ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT ORDERED PRICE ACCEPTED (C) (G) (D) (F) (A) (B) (E) 0001D Senior Training Specialist LH 0001E Training Specialist LH 0001F Senior IT Security Specialist LН 0001G IT Security Specialist LH 0001H LH Jr. IT Security Specialist 00011 Information Resource Management Analyst LH 0001J. Web Content Administrator LH 0001K Subject Matter Expert LH 0001L Project Manager/Team Leads LH 0001M Technical Writer/Editor LH 1001 Option Period I 0.00 Amount: \$0.00(Option Line Item) 11/28/2008 (Not Separately Priced) 1001A Senior Functional Analyst 0.00 Amount: \$ Option Line Item) 11/28/2008 1001B Project Manager/Program Manager 0.00 Amount: \$ (Option Line Item) 11/28/20081001C Senior Training Specialist 0.00 Amount: \$ (Option Line Item) 11/28/2008 Continued ...

NSN 7540-01-152-8082

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ORDER F SUPPLIES OR SERVICES SCHE JLE - CONTINUATION

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

CONTRACT NO.

DATE OF ORDER

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ORDER NO.

09/30/2008 GS-35F-0448N HSCETC-08-F-00033 QUANTITY UNIT ITEM NO. SUPPLIES/SERVICES UNIT AMOUNT QUANTITY ORDERED PRICE ACCEPTED (D) (A) (C) (F) (G) (B) (E) 1001D 0.00 Training Specialist Amount: b4 (Option Line Item) 11/28/2008 1001E Senior IT Security Specialist 0.00 Amount: \$ (Option Line Item) 11/28/2008 1001F IT Security Specialist 0.00 Amount: \$ b4 (Option Line Item) 11/28/2008 1001G Jr. IT Security Specialist 0.00 Amount: \$ b4 (Option Line Item) 11/28/2008 Information Resource Management Analyst 1001H 0.00 Amount: \$ b4 (Option Line Item) 11/28/2008 1001I Web Content Administrator 0.00 Amount: 🚛 (Option Line Item) 11/28/2008 1001J Subject Matter Expert 0.00 Amount: \$ b4 (Option Line Item) 11/28/2008 1001K Project Manager/Team Leads 0.00 Amount: \$ b4 (Option Line Item) 11/28/2008 1001L Technical Writer/Editor 0.00 Amount: \$ (Option Line Item) 11/28/2008 1001M ODC-Travel 0.00 NTE 5 b4 Amount: \$ (Option Line Item) 11/28/2008 1001N ODC-Conferences 0.00 NTE \$ Amount: \$ (Option Line Item) 11/28/2008 Continued ...

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SUPPLIES OR SERVICES ORDER F SCHE - CONTINUATION

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

DATE OF ORDER CONTRACT NO.

20/2000 GS-35F-0448N

ORDER NO.

HSCETC-08-F-00033

09/30/2	0/2008 GS-35F-0448N HSCETC-08-F-00033						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT ·	QUANTITY ACCEPTED	
(A)	. (В)	(C)	(D)	(E)	. (F)	(G)	
2002	Option Period II Amount: \$0.00(Option Line Item) 08/28/2009 (Not Separately Priced)				0.00		
2002A	Senior Functional Analyst Amount: (Option Line Item) 08/28/2009				0.00		
2002B	Project Manager/Program Manager Amount: \$ 64 (Option Line Item) 08/28/2009				0.00	. ·	
2002C	Senior Training Specialist Amount: \$ 64 (Option Line Item) 08/28/2009				0.00		
2002D	Training Specialist Amount: \$				0.00		
002E	Senior IT Security Specialist Amount: \$ 64 (Option Line Item) 08/28/2009				0.00		
002F	IT Security Specialist Amount: \$ 64 (Option Line Item) 08/28/2009				0.00		
002G	Jr. IT Security Specialist Amount: 5 b4 (Option Line Item) 08/28/2009				0.00		
002Н	Information Resource Management Analyst Amount: 5 b4 (Option Line Item) 08/28/2009				0.00		
0021	Web Content Administrator Amount: 5 b4 (Option Line Item) 08/28/2009				0.00		
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DATE OF ORDER CONTRACT NO. ORDER NO. GS-35F-0448N 09/30/2008 HSCETC-08-F-00033 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY PRICE ACCEPTED (A) (D) (C) (È) (G) 2002K Project Manager/Team Leads 0.00 Amount: b4 (Option Line Item) 08/28/2009 2002L Technical Writer/Editor 0.00 Amount: Option Line Item) 08/28/2009 ODC-Travel 2002M 0.00 NTE-\$ b4 Amount: (Option Line Item) 08/28/2009 2002N ODC-Conferences 0.00 NTE-\$ b4 Amount: (Option Line Item) 08/28/2009 3003 Option Period III 0.00 Amount: \$0.00 (Option Line Item) 08/28/2010 (Not Separately Priced) Senior Functional Analyst 3003A 0.00 Amount: \$ (Option Line Item) 08/28/2010 3003B Project Manager/Program Manager 0.00 Amount: \$ b4 (Option Line Item) 08/28/2010 3003C Senior Training Specialist 0.00 Amount: \$ b4 (Option Line Item) $08/28/201\overline{0}$ 3003D-Training Specialist 0.00 Amount: \$ b4 (Option Line Item) 08/28/2010 3003E Senior IT Security Specialist 0.00 Amount: \$ b4 (Option Line Item) 08/28/2010 3003F IT Security Specialist 0.00 Amount: 🚛 (Option Line Item) 08/28/2010 Continued ...

NSN 7540-01-152-8082

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ORDER F SUPPLIES OR SERVICES

PAGE OF PAGES

SCH JULE - CONTINUATION 53 IMPORTANT: Mark all packages and papers with contract and/or order numbers.

ORDER NO. GS-35F-0448N 09/30/2008 HSCETC-08-F-00033 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY ORDERED PRICE ACCEPTED (A) (B) (C) (D) (E) (F) (G) 3003G Jr. IT Security Specialist 0.00 b4 (Option Line Item) Amount: \$ 08/28/2010 3003H Information Resource Management Analyst 0.00 Amount: \$ (Option Line Item) 08/28/2010 3003I Web Content Administrator 0.00 Amount: \$ b4 (Option Line Item) 08/28/2010 3003J Subject Matter Expert 0.00 Amount: (Option Line Item) 08/28/2010 3003K Project Manager/Team Leads 0.00 Amount: \$ b4 (Option Line Item) 08/28/2010 Technical Writer/Editor 3003L 0.00 Amount: \$ b4 (Option Line Item) 08/28/2010 3003M ODC-Travel 0.00 NTE-Amount: (Option Line Item) 08/28/2010 3003N ODC-Conferences 0.00 NTE- b Amount: \$ (Option Line Item) 08/28/2010 The total amount of award: \$10,788,613.80. The obligation for this award is shown in box 17(i).

NSN 7540-01-152-8082

DATE OF ORDER

CONTRACT NO.

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

This order is being issued in accordance with clauses applicable to the terms and conditions of contracts issued under Schedule 70 of GSA.

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 address www.arnet.gov/far/

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
52.202-1	Definitions	(JULY 2004)
52.203-3	Gratuities	(APRIL 1984)
52.203-5	Covenant Against Contingent Fees	(APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(SEPTEMBER 2006)
52.203-7	Anti-Kickback Procedures	(JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JANUARY 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JANUARY 1997)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(SEPTEMBER 2007)
52-203-12	Limitation on Payments to Influence Certain Federal Transactions	(SEPTEMBER 2007)
52.203-13	Contractor Code of Business Ethics and Conduct	(DECEMBER 2007)
52.204-2	Security Requirements	(AUGUST 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUGUST 2000)
52.204-6	Data Universal Numbering System (DUNS) Number	(OCTOBER 2003)
52.204-7	Central Contractor Registration	(JULY 2006)
52.204-8	Annual Representations and Certifications	(JANUARY 2006)
52.204-9	Personal Identity Verification of Contractor Personnel	(SEPTEMBER 2007)
52.204-10	Reporting Subcontract Awards	(SEPTEMBER 2007)
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	(DECEMBER 2001)
52.214-34	Submission of Offers in the English Language	(APRIL 1991)
52.215-2	Audit and Records-Negotiation	(JUNE 1999)
52.216-24	Limitation of Government Liability	(APRIL 1984)
52.217-3	Evaluation of Options	(JULY 1990)
52.217-8	Option to Extend Services	(NOVEMBER 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 60 days.

5.217-9 Option to Extend the Term of the Contract

(MARCH 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 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 35 months.

52.222-3	Convict Labor	(JUNE 2003)
52.223-13	Certification of Toxic Chemical Release Reporting	(AUGUST 2003)
52.223-14	Toxic Chemical Release Reporting	(AUGUST 2003)
52.223-15	Energy Efficiency in Energy Consuming Products	(DECMBER 2007)
52.225-13	Restrictions on Certain Foreign Purchases	(JUNE 2008)
52.232-33	Payment By Electronic Funds Transfer—Central Contractor	(OCTOBER 2003)
•	Registration	•
52.233-2	Service of Protest	(SEPTEMBER 2006)
52.233-3	Protest after Award	(AUGUST 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(OCTOBER 2004)
52.237-2	Protection of Government Buildings, Equipment and Vegetation	(APRIL 1984)
52.239-1	Privacy or Security Safeguards	(AUGUST 1996)
52.243-3	Changes-Time-and-Materials or Labor-Hours	(SEPTEMBER 2000)
52.246-6	Inspection Time-and Material and Labor-Hour	(MAY 2001)
52.249-14	Excusable Delays	(APRIL 1984)

HSAR CLAUSES:

CLAUSE NUMBER	CLAUSE TITLE	CLAUSE DATE
3052.204-70	Security Requirements for Unclassified Information, Technology Resources	(JUNE 2006)
3052.204-71	Contractor Employee Access, Alternate I	(JUNE 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 nationalor homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of 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 nationalor 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.

(End of clause)

3052.209-70 Prohibition on Contracts with Corporate Expatriates

(JUNE 2006)

- a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.
- (b) Definitions. As used in this clause:

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

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

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

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

Person, domestic, and foreign have the meanings given such terms by paragraphs

- (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.
- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

HSCETC-08-F-00033 CLAUSES

- (1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.
- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.
- (f) Disclosure. The offeror under this solicitation represents that [Check one]:
- it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
- __ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
- __ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

HSCETC-08-F-00033 CLAUSES

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

3052.215-70 Key Personnel or Facilities

(DECEMBER 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- 1. Project Manager
- 2. Project Leads

3052.242-71	Dissemination of Contract Information	(DECEMBER 2003)
3052.242-72	Contracting Officers Technical Representative	(DECEMBER 2003)
	Government Property Reports	(JUNE 2006)

Invoicing Instructions: Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ.

- 1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:
- a. By mail:

DHS/ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-OCIO-IAD Williston, VT 05495-1620

- 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

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

2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:

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.

3. All other terms and conditions remain the same.

Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.

Advance payments are not authorized. Contractor shall submit invoice monthly or quarterly in arrears.

U.S. Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE)

Office of the Chief Information Officer (OCIO)

Information Assurance Division (IAD)

Statement of Work

HSCETC-08-F-00033

Security Management Oversight and Compliance (SMOC)

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

8/28/2008 update, revision 2

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1.0 PROJECT TITLE

Security Management Oversight and Compliance Services (SMOC)

2.0 BACKGROUND

The Information Assurance Division (IAD) (formerly Office of the Information System Security Manager) was established in 2004 to coordinate the development and implementation of computer and network security policies, products, and services across Immigration and Customs Enforcement (ICE).

Emphasis was placed upon establishing security teams at field offices and certifying and accrediting those field offices, as well as major applications at headquarters (HQ). The program widened its scope to address auditing, secure remote access, identity management, public key infrastructure, security operations, security monitoring, National Security Information (NSI) systems, and to provide support for the Department of Homeland Security (DHS).

The need for expanded information sharing and collaboration amongst Government and non-Government entities requires the careful application of confidentiality, integrity, and availability of services to ensure the protection of mission-critical information assets. The overall areas addressed under IAD have expanded significantly since its inception and will continue to expand in the future. Key IAD functions have been aligned to the Information Technology (IT) Security Program Areas defined by the DHS Office of the Chief Information Security Officer (CISO), including the following:

- Program Management and Integration Support
- Compliance and Oversight
- Information Assurance Policy
- Cyber Identity

3.0 SCOPE OF WORK

The objective of the proposed task order is to provide IAD with products and services that support the DHS/ICE initiatives and ensure compliance with the mandated information assurance requirements as established by the Federal Information Security Management Act (FISMA); DHS, ICE; the Department of Commerce's National Institute of Standards and Technology (NIST); the Office of Management and Budget (OMB); as well as other federal agencies, laws, and regulations. ICE management shall approve staffing levels proposed by the Contractor. The Contractor shall provide the technical personnel sufficient to support the Office of Immigration and Customs Enforcement's (ICE) Information Assurance Division (IAD).

IAD has primary responsibility for: coordinating the development and implementation of computer and network information assurance policies across Immigration and Customs Enforcement (ICE); certifying and accrediting (C&A) field offices, general support systems and major applications at ICE headquarters; and implementing cyber identity services.

The IAD program scope includes auditing National Security Information (NSI) systems, providing a liaison to DHS on security policies and issues, and providing policy for secure remote access.

The need for expanded information sharing and collaboration amongst Government and non-Government entities requires the careful application of confidentiality, integrity, and availability of services to ensure the protection of mission-critical information assets. A primary goal is to achieve cost effective and efficient compliance with information security mandates that meet DHS and ICE IAD program performance metrics.

The Contractor shall propose Project Managers that will monitor the contract team's policy compliance, prepare and distribute team schedules, monitor/report team activities, advise Government personnel of the status of projects/deliverables, and ensure deliverable quality. The Government shall approve the Contractor's proposed key personnel. The Contractor shall closely monitor tasks and provide notification of any deviation from budget, schedule, or resources.

The Contractor shall be responsible for the delivery and coordination of all deliverables defined in **Section 7.0** of this Statement of Work (SOW).

4.0 REFERENCES

- National Industrial Security Program Operating Manual (NISPOM)
- DHS Management Directive (MD) 4300, IT Systems Security Publication
- System Lifecycle Management (SLM) Handbook
- Federal Information Security Management Act (FISMA), November 22, 2002
- Federal Information Technology Security Assessment Framework (FITSAF), November 28, 2000
- Office of Management and Budget (OMB) Circular A-127, Financial Management Systems
- OMB Circular A-130, Management of Federal Information Resources
- Computer Security Act of 1987
- National Institute of Standards and Technology (NIST) Computer Security Resource Center (CSRC)

Standards

Guidelines

Special Publications

- Privacy Act of 1974
- DHS Management Directives Volume 11000 Security
- DHS 4300A Sensitive Systems Handbook

- DHS 4300B National Security Systems Handbook
- DHS Technical Reference Model
- National Institute of Standards and Technology (NIST) Special Publication 800-37, Guide for the Certification and Accreditation of Federal Information Systems
- International Information Systems Security Certification Consortium (ISC²) Standards
- DHS Management Directive (MD) 4010.2 (DRAFT), Section 508 Program Management Office & Electronic and Information Technology Accessibility
- Section 508 1194.2, Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)

5.0 SPECIFIC TASKS

5.1 Transition Support

The Contractor shall create a transition support plan to ensure that IAD does not have any significant degradation in its security oversight and compliance supporting services. This plan will be evaluated in the source selection process and incorporated into the contract.

The Contractor shall complete the transition of all technical activities. The Contractor shall complete the transition within 60 days of TO award. The activities included as part of the transition are as follows:

- Inventory and orderly transfer of all Government Furnished Equipment/Property (GFE/GFP), software and licenses;
- Transfer of documentation currently in process; and
- Coordinating the work with the current Contractor.

The Contractor's transition plan shall contain a milestone schedule of events. The transition plan shall transition work with no disruption in operational services. 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.

The transition plan (no more than 2 pages) shall include major milestones that meet the following schedule for adding resources and transitioning support responsibilities:

Schedule	Percent of proposed resources hired, approved by ICE and supporting TO	Percent of task support responsibilities assumed ::
30 Days into Transition	25%	10%
45 Days into Transition	75%	50%
60 Days into Transition	100%	100%

At the completion of the period of performance of this TO, the Contractor shall fully support the transition of the IAD 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 may issue a modification to fund the transition period.

5.2 Program Management Support

5.2.1 <u>Details</u>

The Contractor shall provide a Program Manager responsible for the oversight of the SMOC contract including the high-level program management support. The Program Manager's duties shall include assuring that projects are managed according to best business practices (Project Management International standards). These will include schedules, resources allocation tables, work breakdown structures, and project plans. The Program Manager is also responsible for ensuring that all activities are accomplished within the general scope of the task order, monitoring adequate availability of the funds for authorized work, resolving management and programmatic issues, monitoring/ensuring performance within budget and schedule, monitoring appropriate approval procedures for the authorization of the Other Direct Costs (ODCs), and facilitating/maintaining effective interaction and coordination between ICE project leads and the Contractor project leads. Given the dynamic environment within ICE, the Program Manager shall closely monitor all work within the SMOC contract support and provide advanced notification of any deviation from budget, schedule, or resources.

The Program Manager (or an authorized designee) shall provide weekly status reports to the COTR that includes individual project schedules with weekly progress tracking, status of ongoing activities, issues, recommendations for problem resolution, and upcoming projects/activities. Additionally the Contractor shall deliver weekly project/activity quad charts for ICE OCIO reporting.

The Program Manager/designee shall meet with the COTR on a weekly or ad hoc basis. All meetings shall have agendas if planned in advance. Meeting minutes shall be provided for all formal meetings. The meeting minutes will capture the following information: subject, date, attendees, major decisions, areas of non-agreement, and any action items assigned during the meeting. A master action item list will be maintained by the Program Manager. The Program Manager will facilitate the coordination of meetings (IAD will identify meeting spaces and the Contractor will send out invitation and background information.) Crosscutting issues/risks identified in meetings will be promulgated to the appropriate IAD representative. The Contractor shall maintain and populate a meeting minute's repository.

The Program Manager/designee shall monitor the performance of their personnel, identify any degraded quality of service, and propose corrective actions to the Contracting Officer's Technical Representative (COTR) up to and including employee termination.

To ensure that the quality of product delivered under this contract maintains a high quality standard the Contractor shall submit a Quality Assurance Plan (QAP) as part of their proposal. The QAP will detail the review process for: content, technical editing, and timeliness. This will be part of the monthly reporting.

By the 10th business day of the month, the Program Manager/designee shall submit a financial report of the previous month's completed travel expenses, labor costs, overtime, and any Other Direct Costs (ODCs). This financial report shall be cumulative for the contract period and include projected burn rates for the balance of the contract.

The Program Manager/designee shall provide management, coordination, and administrative support to ensure the smooth daily operation of contract resources; optimal utilization of resources and growth; and creating, maintaining and enforcing load, and delivery standards and functions. Specific functions include the following:

- Manage teams of subject matter experts
- Prioritize requirements
- Maintain a master schedule for all SMOC projects and activities:
 - Baseline schedules that identify schedule slippage
 - Resource mapping to projects and activities (contract personnel assigned)
 - Critical path identification for high-priority projects
- Communicate progress to COTR
- Manage scope and expectations
- Coordinate external and internal resources

5.3 Security Program Management and Integration Support

5.3.1 Details

All proposals must be delivered with a draft project plan with resources and milestones. This plan will incorporate the transition from the existing incumbent to ensure the continuity of services. Within 45 days of award, the Contractor shall develop draft program plans: Strategic, Tactical and Business that support the development of documentation charting the course of the IAD Program.

The Contractor shall provide weekly status reports to the COTR that includes: review of project/activity schedules, milestones/accomplishments, issues, recommendations for problem resolution, and upcoming activities. The Contractor shall track and invoice special projects within this Statement of Work that may be specifically funded by Congress, OMB, or the Department. Atlas is one example of an appropriated project that must be tracked and invoiced separately. The Contractor shall work with the COTR to ensure that Atlas activities are clearly identified so they can be invoiced correctly.

The Contractor shall meet with the COTR on a weekly basis as well as any ad-hoc meetings that are required. The Contractor shall monitor the performance of their personnel, identify any degraded quality of service, and propose corrective actions to the COTR up to and including employee termination.

The Contractor shall maintain and populate an IAD website hosted on the ICE network.

5.4 Sub-Task Area 3. Compliance and Oversight

5.4.1 Details

The focus of this task area will be to provide true Federal Information Security Management Act (FISMA) compliance & oversight capabilities that support the ICE enterprise. The Contractor shall provide support functions necessary to implement and oversee an information assurance program for ICE. Activities will include overall IA program development and support, and FISMA compliance with a focus on Certification & Accreditation (C&A) management activities. The Contractor will be responsible for compliance & oversight activities leading up to certification activities for development systems and re-certification and continuous monitoring activities for operational/legacy systems. In order to avoid a potential conflict of interest and to maintain the required separation of duties, the Contractor will not be responsible for performing certification testing activities. The Contractor will be responsible for overseeing the development of Plan of Action and Milestones (POA&M) resulting from certification testing activities and recommendations, as well as managing mitigation efforts to completion. The Contractor may also participate in risk-based decisions throughout the C&A process.

The Contractor shall provide the technical personnel with the skills and expertise necessary to develop products and deliverables necessary to establish a robust information assurance program for ICE. The Contractor shall also review the products and deliverables from other OCIO Divisions to ensure compliance with the security standards, policies, and architecture that conforms to ICE enterprise systems and applications.

5.4.2 Services Required

5.4.2.1 Mapping of CISO Responsibilities

The Contractor shall, using DHS 4300 A&B, DHS CISO and ISSO guides; conduct an analysis of the ICE Program and OCIO organization to ensure that the ICE can meet the DHS requirements for implementing and maintaining an effective ICE IA program. As part of this effort, it should also map the ICE CISO organizational resources to ensure that the CISO can either perform the Requirements of DHS 4300 A&B and the CISO guide or have the ability and resources to ensure that they are being effectively met by other ICE organizations.

5.4.2.2 Risk Management Support

The Contractor shall develop, implement, and maintain a Certification and Accreditation (C&A) program that complies with DHS and other Federal requirements, and supports the ICE enterprise. The C&A program shall provide compliance & oversight capabilities to support all ICE Major Applications (MA) and General Support System (GSS). Specific tasks include:

• Develop and oversee an ICE IT Risk Management Plan

- Develop an ICE FISMA Performance Plan that complies with the DHS annual FISMA Performance Plan to outline a compliance plan for the ICE Enterprise.
- Support DHS testing, modifications, and implementation of required tools including SecureInfo's Risk Management System (RMS) and TrustedAgent (TA) FISMA tools
- Implement a structured and repeatable process to use and maintain RMS and TA FISMA tools to support the ICE Enterprise MAs and GSSs.
- Implement a structured and repeatable process to maintain the ICE Inventory
 - In conjunction with DHS requirements, and working with the DHS inventory team, implement and establish an ICE-specific, structured and repeatable process to create, modify, and delete/dispose of ICE inventory systems
- Work with ISSOs and other project team personnel to establish and provide recommendations on MA and GSS C&A boundaries
- Assist project teams through the generation of DHS/ICE C&A templates and the security Requirements Traceability Matrix (RTM) via the RMS questionnaire
 - o Provide questionnaire assistance and artifact generation as needed
- Provide guidance and assistance to the ISSOs and Project Team personnel on completing and meeting the content requirements of the security artifacts to include but not limited to:
 - Privacy Threshold Assessment (PTA) and resultant Privacy Impact Assessment (PIA) if required;
 - FIPS-199 Categorization
 - E-authentication analysis
 - System Security Plan (SSP)
 - Risk Assessment (RA)
 - Security Test and Evaluation (ST&E)
 - Contingency Plan (CP)
 - Contingency Plan Test Results
 - Develop an ICE-wide Contingency Plan Test schedule to ensure testing is completed in accordance with FIPS 199 Availability requirements and DHS/Federal standards and guidance
 - Disaster Recovery Plans
 - Plan of Action and Milestones (POA&M)
 - FISMA Self Assessment/Annual Testing efforts as needed
- Provide technical expertise on C&A, FISMA, and other oversight activities
- Prepare and submit Security Assessment Reports (SARs) for Certification Official approval and Designated Accrediting Authority (DAA) review and approval
- Provide Draft CO and DAA letters in support of Authority to Operate (ATO) decisions for all systems
- Verify that Information Assurance (IA) is being addressed throughout the Systems Lifecycle Management (SLM) process
- Support audit (OIG, GAO, OGA, etc.) activities
- Provide site assistance visit support
- Provide technical support to ensure appropriate budget submissions (Exhibits 300 and -53 to OMB Circular No. A-11 Part 7)

- Prepare supporting documentation to reflect the necessary IA funding in the systems life cycle
- In conjunction with the OCIO Investment Team, establish a structured and repeatable process to properly account for IA in the Capital Planning & Investment Control (CPIC) process
- Coordinate with the ICE SOC and provide support to ensure that all systems meet the annual requirement for performing a vulnerability scan.
 - Work with ISSOs and system project teams to ensure the results of the vulnerability scans are captured in the C&A documentation and input into the TA FISMA POA&M for that system
 - Assist in the development and overall management of mitigation activities outlined in the POA&M
 - o Provide Risk-based recommendations based on vulnerability scan results
- Ensure the development of Interconnection Security agreements (ISAs)
- Develop ISAs as required
- Prepare specified MA or GSS C&A documentation to include the C&A artifacts listed above in accordance with the appropriate NIST guidance.
- Develop C&A guidance documentation, briefing materials, presentations, etc., to promote a structured and repeatable process
- · Ad Hoc meeting attendance, as needed
- Other IA-related tasks and duties as assigned

5.4.2.3 FISMA Reporting

The Contractor shall interpret DHS FISMA requirements and develop a project plan outlining successful FISMA compliance for ICE. The Contractor shall provide ISSOs, Information System Owners (ISO), Designated Accrediting Authority (DAAs), IT Project Teams and other relevant parties guidance on FISMA requirements and how to use the procedures, guides, templates, and automated tools to measure and meet requirements. The Contractor shall coordinate the ICE FISMA initiative to ensure that activities are conducted accurately and timely. The Contractor shall provide guidance and oversight on the development and maintenance of FISMA POA&Ms. The Contractor shall work with appropriate project teams to ensure audit findings are captured in system or program level POA&Ms and manage the mitigation activities to completion. The Contractor shall manage FISMA compliance activities and provide ICE program-area reports for various levels of government managers, which may include but not be limited to dashboard support, Top 25+ support, and risk assessment, etc.

5.4.2.4 OCIO Compliance & Oversight Activities

The Contractor shall provide the necessary technical, management and operational skill sets to ensure that OCIO divisions are in compliance with the DHS/ICE security policies and procedures. The Contractor shall attend/review: Standard Operating Procedures (SOPs); Configuration Control Board (CCB) meetings and minutes; SLM gate reviews, meetings and minutes; SLM documentation; Engineering designs and documentation; Operational status meetings and minutes; etc., to ensure compliance with security policies and procedures.

The Contractor shall work with OCIO Divisions to ensure policies and procedures ensure accurate IA information, requirements, guidance and standards. The Contractor will work with the Architecture Division to ensure Information Assurance is properly accounted for in the Systems Lifecycle Management (SLM) Methodology.

5.4.2.5 Information Technology Security Education, Training, and Awareness

The Contractor shall provide Information Assurance (IA) Subject Matter Expertise (SMEs) to assist and support institutional awareness of the IAD Program and IA requirements including the following:

- Provide input to the ICE Annual Training strategy
- Educate ICE program managers in the IAD program and IA training requirements for both Sensitive but Unclassified (SBU) / For Official Use Only (FOUO) systems and National Security Systems (NSS)
- Support an annual security conference
- Provide a structured outline and syllabus for developing and implementing role-based training for system administrators, information system owners, and other securityspecific roles as defined by the appropriate NIST, DHS, and ICE guidance
- Support the development of an internal ISSO training and certification program
- Develop and conduct training and awareness briefings as directed by the ICE IAD
- Support and provide development of security awareness strategies, including a series of security awareness emails to be transmitted monthly to all ICE users
- Provide input to security columns of the OCIO newsletter, as required
- Prepare a monthly IAD newsletter
- Support the planning for an ICE IA awards program for recognizing key personnel and organizations
- Assist and/or conduct annual Information Assurance Awareness Training (IAAT) for ICE employees and Contractors
- Provide support in coordinating an ICE IA Awareness Day

5.4.2.6 Regional ISSM Program Development

The Contractor shall support the development of a Regional Information Systems Security Manager (R-ISSM) Program to establish IAD credibility mitigating liability throughout the enterprise. The Contractor shall provide subject matter expertise in the formulation and review of deliverables associated with the R-ISSM Program.

5.4.2.7 National Security Systems (NSS) and Communications Security (COMSEC) Management

The Contractor shall support the IAD with managing the security of ICE IT systems that process National Security Information (NSI) or "Classified" data stored on any ICE computer, GSS, and major systems/applications, regardless of physical locations. The Contractor shall provide qualified staff cleared up to, and including, the Sensitive Compartmented Information (SCI) level to:

• Support NSI program requirements to develop security policy for ICE NSI systems

- Prepare and maintain a NSI Systems Program Management Plan
- Provide communication and coordination between IAD and the FPS COMSEC program office to ensure that the programs are fully engaged and supporting one another
- Maintain a secure "strong room" in Government space with the necessary DHS or higher authorities, tools, and capabilities for processing NSI information
- Ensure ICE requirements for the DHS HSDN are clearly identified and communicated
- Prepare classified and unclassified C&A documentation, as appropriate
- Implement an NSI awareness program
- Coordinate and prepare Interagency Security Agreement (ISAs)
- Assess mechanisms for NSI system security incident reporting and provide recommendations

5.5 Sub-Task Area 4. Information Assurance Governance (IAG)

5.5.1 Details

The IAG support task covers the following seven areas: policy, interconnection security agreements (ISAs), technology investigations, waivers and exceptions, business processes, website content, and reporting.

5.5.1.1 Policy Support

Policy support is divided into three delivery areas: review, creation, and maintenance.

5.5.1.1.1 Policy Review

IAG is tasked with reviewing draft policy from ICE, DHS, and other government agencies. IAG also reviews new policies for their possible information assurance impact upon ICE. Usually there is very little time for the review to occur. Support for this task entails providing the government a brief synopsis of information assurance issues related to the reviewed policy.

5.5.1.1.2 Policy and Procedure Creation

IAG from time to time has a requirement to create information assurance policy that augments the DHS 4300 series policies. Support for this task includes assistance with the generation of position papers, policy guidance broadcast messages, handbooks that offer ICE operational personnel clear procedural guidance as it applies to existing policies handbooks, and policy documents.

5.5.1.1.3 Policy Maintenance

IAD generated policies, procedures, broadcasts, position papers and other policy related artifacts must be maintained for operational support and National Archive Records Administration requirements. Under this task a repository shall be maintained for the above artifacts. The

Contractor shall also maintain version control and release planning to include the renewal of aging policies and procedures.

5.5.1.2 Interconnection Security Agreement (ISA)

ISA support includes the following deliverable areas: coordination of new ISA requests, risk analysis and recommendation of compensating controls, tracking of ISA documents throughout the document generation process, maintenance of all related ISA points of contact (POC) and assets and circuit information, ISA database input and generation of reports that list ISAs approaching their renewal date.

5.5.1.2.1 New ISA Generation

IAG supports the ICE mission by coordinating and creating ISAs. This task involves coordination between ICE and other entities: other DHS components, other government agencies, and supporting Contractors. The Contractor must provide a project plan, work breakdown structure, and schedule with resources required for each ISA assigned within five business days notice from government notice.

5.5.1.2.2 ISA Risk Analysis and Compensating Control Recommendations

One of the main areas of the ISA generation business process is the performance of a risk analysis and recommendation of compensating controls. The required business applications that will be shared between the organizations must be identified, infrastructures analyzed, the ISA template must be populated and presented to the principals for signature.

5.5.1.2.3 ISA Tracking

In addition to maintaining a project schedule with baseline for the creation of ISAs, the Contractor shall track the ISA throughout the business process. This tracking will include who is responsible for the ISA as it moves through the review and signature phase.

5.5.1.2.4 Maintenance of Historical ISA Information

There is historical knowledge that must be maintained after an ISA has been created and approved. This knowledge is extremely valuable for troubleshooting numerous items related to the agreement later in its lifecycle. A partial list of data elements that must be maintained includes the following: date the ISA became enforceable, organizational names including sub offices; names of principals and supporting personnel to include technical points of contact; location of principals, shared sites; and circuit information to include endpoints, providers, and circuit identification.

5.5.1.2.5 ISA Database Maintenance

The Contractor shall scan all signed ISAs to PDF image format and input in the ISA database. All relevant historical information identified above will be entered and associated to the ISA.

The Contractor will run reports monthly on the database that identifies those ISAs that will expire in three months or less.

5.5.1.3 Technology Investigations

IAG supports the introduction of new technologies into ICE. This often involves analyzing the information assurance impact of new or changing implementation of mission related technology. The delivery areas related to this task include information assurance impact reports for: new technology, new business processes, and requests for undercover investigation support related to non standard technologies or equipment.

5.5.1.3.1 New Technology

The Contractor shall provide reports detailing vulnerabilities inherent to the technology, information assurance related implementation risks, policy relevant areas of concern that include policies from ICE, DHS, or other federal government agencies.

5.5.1.3.2 New Business Processes

The Contractor shall capture information assurance concerns related to new business processes as well as researching new technologies.

5.5.1.3.3 Undercover Investigation Support

The Contractor shall evaluate the information assurance impacts related to technical implementations supporting undercover investigations. The deliverable for this task is a report that analyzes the following: ability to maintain anonymity, ability to achieve specific mission, policy conflicts and possible waivers/exceptions required.

5.5.1.4 Waivers and Exceptions Requests

IAG supports the ICE mission by submitting waiver and exception requests from DHS policy. The Contractor shall provide the following: evaluation of DHS waiver and exception requests, creation of ancillary documentation to include Risk Acceptance Letters where required, and tracking and reporting.

5.5.1.4.1 Waiver and Exception Request Evaluation

There is a great disparity between system owners and their knowledge of DHS information assurance policy. Quite often waiver and exception requests are not required due to misinterpretation of the DHS 4300A. The Contractor shall review the relevant policy section, analysis of the request, identification of alternatives, and recommendation related to processing of request.

5.5.1.4.2 Ancillary Documents

This deliverable is dependant on the level of risk associated with the request. The Contractor shall provide documentation to include a Risk Acceptance Letter and CISO Compensating Controls Letter may have to be generated.

5.5.1.4.3 Tracking and Reporting

The Contractor shall assign tracking numbers, report where each request is in the process and maintain a repository of approved requests on IAD network. Tracking reports shall be a weekly deliverable. The Contractor shall also maintain the historical list of all waivers and exceptions in a spreadsheet.

5.5.1.5 Business Process Support

The deliverables for this task are: the capture and refinement of IAD processes and the generation information packages to clarify customer support

5.5.1.5.1 Capture and Refinement of IAD Business Processes

The Contractor shall work with ICE principals to capture and if required provide business reengineering to existing processes. This task also supports the creation of new processes.

5.5.1.5.2 Customer Support Packages

The new IAD is customer focused. In support of that focus the Contractor shall deliver business process maps to help IAD customers navigate IAD procedures.

5.5.1.6 Web Support

The web support task will support all IAD. This task includes the following deliverables: operate and maintain IAD website on IAD network, verify functionality of IAD website on weekly basis, work with IAD to develop and deploy content, threaded discussion support, and coordinate fit and form with OCIO web posting guidance.

5.5.1.6.1 Operate and Maintain IAD Website

The Contractor shall operate and maintain the IAD website on an OCIO server on ICE's network. This will involve coordinating of uploading and testing of new material.

5.5.1.6.2 Verify Website Functionality

The Contractor shall verify that the IAD website is fully functional on a weekly basis. If a new release of information has been uploaded to the website there may be an operational requirement that requires daily checks.

5.5.1.6.3 Develop Website Content

The Contractor shall work with IAD principals in developing website content.

5.5.1.6.4 Threaded Discussion Support

The Contractor shall implement discussion threads on the ICE IAD website. This will include moderating the threads to ensure that all threads are structured according to best practices. The threaded discussion groups will capture historical information related to IAD's business decisions.

5.5.1.6.5 Coordinate Web Posting Guidance

The Contractor shall be familiar with all relevant ICE OCIO style guides and operational procedures.

5.5.1.7 Report/Presentation Support

The Contractor shall support the IAD with generating reports and presentations. This task includes: project related reporting to the CIO, presentation support to include content and formatting, and maintaining a repository of IAD presentations.

5.5.1.7.1 Project and Activity Reporting

The Contractor shall support the IAD in the generation of project reports and monthly updates of those reports. All projects reports are presently on the ICE OCIO SharePoint server.

5.5.1.7.2 Presentation Support

The Contractor shall assist in the creation and update of presentations relating to the IAD mission. A partial list of presentations to be created under this deliverable are: briefs to the Assistant Secretary, formal presentations, informational informal briefs to OCIO management.

5.5.1.7.3 Presentation Repository

All presentations created shall be maintained on the ICE OCIO network.

6.0 STAFFING

6.1 Key Personnel

The Government has determined that the Project Manager and Project Leads are key personnel for this Scope of Work. The Contractor may designate other positions as necessary as key to the work to be performed under this contract. Key personnel shall be committed to only this contract and may not support any ICE IT contract during performance of this contract due to a potential conflict of interest with the nature of the work. Support is required in the areas of program management, security program management and integration, compliance and oversight, and information assurance governance.

The Project Manager shall possess experience managing IT programs, be PMP certified, and have a security background.

The Project Leads shall possess IT-related management experience or have experience managing and implementing security programs. Cryptographic equipment experience required for one (1) Project Lead.

6.2 Continuous Training/Employee Retention

The Contractor shall refresh the technical skills of its staff at its own expense as the ICE architecture and technical reference model evolve. Training and associated travel costs shall not be directly charged to the Government unless specified in writing and approved by the COTR.

A draft training plan and employee retention strategy shall be delivered as part of the proposal. The training plan and employee retention strategy shall include how the Contractor will ensure that all contract personnel are knowledgeable and up to date on current federal policies, guidance, and technologies related to this contract support.

7.0 DELIVERABLES AND DELIVERY SCHEDULE

7.1 Deliverable Number 1: Transition Support

7.1.1 Transition support according to the transition plan.

Task	Date of Submission	Copies	ICE Distribution
Transition support	First 60 days after	2	COTR
	Contract staff begin work.	(electronic) copies	Contracting Officer

7.2 Deliverable Number 2: Monthly Master Project and Activity Schedule

The Contractor shall provide a monthly project and activity schedule containing the Contractor support personnel assigned to each project/activity and the percentage of their commitment to that project/activity. The monthly report will also indentify individuals on travel, leave, and on-call. The monthly report will also report out the previous month's QAP score showing trending information.

Frequency	Date of Submission	Copies	Description	ICE Distribution	Description
Monthly	COB Wednesday the prior week	2 (electronic) copies	Master Project Schedule with base	COTR Contracting Officer	Master Project Schedule with base lined schedule reporting. Contractor resources will be identified and their percentages

lined committed to each task schedule integrated into the schedule. reporting. The Contractor may provide a Contractor separate schedule with resources resources will committed for all support be identified activities, or integrate the and their activities into the master project percentages schedule. This report shall committed to contain last month's OAP each task scores. integrated into the schedule. The Contractor may provide a separate schedule with resources committed for all support activities, or integrate the activities into the master project schedule. This report shall contain last month's QAP scores.

7.3 Deliverable Number 3: Financial Reports

By the last business day of the month, the Contractor shall submit a financial report with estimates of the current month's completed labor costs, travel expenses, overtime, and any other direct costs (ODCs). This financial report 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 both the contract period of performance as well as the current fiscal year. The Contractor shall also provide projected total incurred costs for the remainder of the contract period of performance.

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, and the Department of Homeland Security.

Frequency		Date of Submission	Copies	ICE Distribution
Monthly	. (COB last	2	COTR
		ousiness day of the month	(electronic) copies	Contracting Officer

7.4 Deliverable Number 4: Meeting Minutes Repository

The Contractor shall maintain a repository on ICE OCIO GFE at OCIO headquarters that contains the following: agenda, meeting minutes, master list of action items. Each month the Contractor will summarize new actions and open actions. This summary will include a listing of action items that are late.

	Frequency	Date of Submission	Copies	ICE Distribution
The state of the s	Monthly	COB last business day of the month	2 (electronic) Copies	COTR Contracting Officer

7.5 Deliverable Number 5: Quality Assurance of Contract Deliverables

The Quality Assurance Plan (QAP) will define how the Contractor will ensure the continued delivery of high quality work products to the Government. The plan will include the mechanisms used to ensure that content, timeliness and technical editing (using the ICE style guide) are carried out to ensure high quality deliverables. The Contractor shall adhere to the QAP delivered to the Government at the time of proposal submission.

7.6 Work Break Down Structures

Work break down structures will be supplied for all tasks within 5 business days of tasks being assigned.

Deliverable	Due Date	ICE Distribution
Work Break Down Structures	Within 5 business days of the task being	COTR
	assigned.	·

7.7 Compliance and Oversight Deliverables

The Contractor shall develop, provide, update, store and distribute the following deliverables as requested by the COTR:

Deliverable	Due Date	ICE Distribution
5.4.2.2 FY09 ICE FISMA Performance Plan	November 1, 2008 or 30 days after the DHS FY09 FISMA Performance Plan has been delivered, or as negotiated with the COTR	COTR
5.4.2.2 FISMA Inventory Management Process and Procedures	As agreed upon, no later than end of Q1, FY09	COTR
5.4.2.2 Updates to FISMA Inventory process and procedures	Quarterly, on-going as needed	COTR
5.4.2.2 ICE Risk Management System (RMS) Procedures	As Agreed upon, no later than end of Q1, FY09	COTR
5.4.2.2Updates to RMS Procedures	Quarterly, on-going as needed	COTR
5.4.2.2 ICE Trusted Agent (TA) FISMA Procedures	As agreed upon, no later than end of Q1, FY09	COTR
5.4.2.2 Updates to TA FISMA Procedures	Quarterly, on-going as needed	COTR
5.4.2.2 Regional C&A Implementation Plan	End of Q1, FY09	COTR
5.4.2.2 Update to Regional C&A Implementation Plan	Quarterly	COTR
5.4.2.2 IA CPIC Process and Procedures	In conjunction with OCIO CPIC Team, As agreed upon	COTR
5.4.2.2 FISMA Reports	Weekly	COTR
5.4.2.2 FISMA Executive Level Reports	Bi-Weekly	COTR
5.4.2.2 ISSO Program Deliverables	As Required	COTR
5.4.2.2 ISSO Certification Program Deliverables	As required	COTR
5.4.2.2 Regional ISSM	As required	COTR

Program Deliverables		
5.4.2.2 GSS C&A Package for Contractor location	If needed, as agreed upon	COTR
5.5.1.2 ISA for Contractor location's connection to OneNet	If needed, as agreed upon	COTR
5.5.1.4.2 Ancillary Documents	3 business days on as needed basis	COTR
5.5.1.4.3 Tracking and Reporting	On going	COTR
5.5.1.5.1 Capture and Refinement of IAD Business Processes	5 business days for business process capture. 10 business days for business process reengineering.	COTR
5.5.1.5.2 Customer Support Packages	3 business days for packages where process captured. If not add time for 5.5.1.5.1	COTR
5.4.2.2 Project and Activity Reporting	Weekly	COTR
5.5.1.7.2 Presentation Support	3 business days	COTR
5.5.1.7.3 Presentation Repository	On going	COTR

7.8 Deliverable Number 6: Information Assurance Governance Deliverables

The Contractor shall develop, provide, update, store and distribute the following deliverables as requested by the COTR:

Deliverable	Due Date	ICE Distribution
5.5.2.2 Policy Review	5 business days	ICE COTR
5.5.2.2 Draft Policy and Procedures	Project plan will be delivered within 5 business days for policies, handbooks. 5 business days for position papers and broadcast messages.	COTR (only policies and handbooks)
5.5.2.2 Policy Maintenance	On going	COTR
5.5.1.2.1 New ISA Generation	Project plan will be delivered within 5 business days.	COTR
5.5.1.2.2 Risk Analysis and Compensating Control	According the agreed upon project plan.	COTR

Recommendations		
5.5.1.2.3 ISA Tracking	On going	COTR
5.5.1.2.4 Maintenance of Historical ISA Information	On going	COTR
5.5.1.2.5 ISA Database Maintenance	On going	COTR
5.5.1.3.1 New Technology Reports	5 business days	COTR
5.5.1.3.2 New Business Processes Reports	5 business days	COTR
5.5.1.3.3 Undercover Investigation Support Reports	5 business days	COTR
5.5.1.4.1 Waiver/Exception Request Evaluation	3 business days	COTR
5.5.1.4.2 Ancillary Documents	3 business days on as needed basis	COTR
5.5.1.4.3 Tracking and Reporting	On going	COTR
5.5.1.5.1 Capture and Refinement of IAD Business Processes	5 business days for business process capture. 10 business days for business process reengineering.	COTR
5.5.1.5.2 Customer Support Packages	3 business days for packages where process captured. If not add time for 5.5.1.5.1	COTR
5.5.1.6.1 Operate and Maintain IAD Website	On going	COTR
5.5.1.6.2 Verify Website Functionality	Weekly unless exigent circumstances require more frequent checks.	COTR
5.5.1.6.3 Develop Website Content	On going	COTR
5.5.1.6.4 Threaded Discussion Support	On going	COTR
5.5.1.6.5 Coordinate Web Posting Guidance	On going	COTE
5.5.1.7.1 Project and Activity Reporting	Weekly 2 hyginess days	COTR
5.5.1.7.2 Presentation Support	3 business days	
5.5.1.7.3 Presentation Repository	On going	COTR

7.9 Deliverable Number 7: Ad Hoc Reports

The Contractor shall develop, provide, update, store, and distribute ad-hoc reports as requested by the COTR. Examples include:

- Strategic, tactical, and business plans
- Risk Management Plan
- Budget planning and supporting materials
- Performance metrics and balanced scorecard
- Studies and analysis reports
- ICE IA policies, DHS security manuals, and other policy documentation reviews
- OIG, GAO, and other audit related reviews
- Security Assessment Reports (SARs)
- Plan of Action and Milestone (POA&M) Reports
- Certification Official Letters
- DAA Letters
- Risk Assessments
- Security Plans
- Security Test and Evaluation (ST&E) Test Plans and Results Report
- Contingency Plans
- Interconnection Security Agreements (ISA)
- DAA awareness materials, course synopsis, and outline
- ISSO Entry level training mapped to DHS ISSO Guide Analysis
- ICE course outlines, support materials, and plans for DHS security conference
- Quarterly ICE IA articles for OCIO publications
- NSS Program Management Plan and C&A documentation
- MA and GSS C&A documentation
- ICE Capital Investment Plan (CIP)

Frequency	Date of Submission	Copies	ICE Distribution
As needed	As needed	2 (electronic) copies	COTR
			Contracting Officer

7.10 Deliverable Number 8: Quarterly GFP Inventory Listing

The Contractor shall provide the COTR a quarterly inventory listing of all GFP. The listing shall include but is not limited to identifying the task area, location and cost.

7.11 Deliverable Number 9: Cumulative End-of-Year Quarterly GFP Inventory Listing

The Contractor shall provide the COTR an end of option year inventory listing of all GFP. The listing shall include but is not limited to identify the task area, location, and cost

7.12 Deliverable Number 10: Cumulative Option Year ODC Listing

The Contractor shall provide the COTR a cumulative ODC listing of all the ODC for the Option Year. This shall include but is not limited to the task area, work number, month, cost, and status.

7.13 Ad Hoc Deliverables

All other Contract deliverables shall be delivered in accordance with instructions specified at the relevant sections of the SOW.

8.0 PROJECT PLAN AND SCHEDULE

The Contractor shall develop a Project Plan, outlining resources, activities, and milestones necessary to accomplish work specified in the SOW. 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 revised Project Plan schedule whenever a modification to the contract occurs. The Contractor shall provide the initial plan within thirty (30) days of award.

9.0 WORK PRODUCTS AND DELIVERY SCHEDULE

9.1 Work Product Number 1: Weekly Report

The Contractor shall provide separate weekly status reports for each Subtask listed in this Statement of Work to the COTR. The status report shall include accomplishments, status of ongoing activities, management issues, recommendations for problem resolution, and upcoming activities. The status report shall identify any completed travel and projects and provide planned travel, projected costs, and resources required for the next 30 days.

Frequency	Date of Submission	Copies	ICE Distribution	Description
Weekly	3rd working days after the end of the weekly reporting period	2 (Electronic) Copies	COTR Contract Specialist	Weekly report shall include: individual project schedules with resolurce use/allocation, status of all ingoing activities, issues with recommendations, upcoming projects/activities. Additionally any major meetings should be noted. Project Quad charts are also to be delivered weekly.

9.2 Work Product Number 2: Meeting Facilitation

- **9.2.1** Agenda Contractor shall generate draft agenda for all planned meetings with the Government. The agenda should identify the location if known, date, subject, invitees, and teleconference information.
- **9.2.2** Meeting Invitations Contractor shall facilitate the communication of meetings in support of SMOC functions.
- **9.2.3** Meeting Minutes Contractor shall capture the following information in the meeting minutes: location, date, subject, attendees, decisions, areas of non-agreement, and action items with the identity of individuals responsible for each action and the expected closure.
- **9.2.4** Copy the relevant information into the meeting minutes repository.

10.0 PROGRESS REPORTS, STATUS REPORTS & PROGRAM REVIEWS

10.1 Progress Reports

The Contractor shall prepare a monthly progress report. Initial reports are due to the COTR 30 days after award and every 30 days thereafter until the last month of performance; the final delivery will occur ten (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

10.2 Quarterly Status Report

The Contractor shall prepare a quarterly status report for the CO and the COTR. Generally, these reports should include accomplishments, any deviations from planned activities, field related issues, other issues, and planned activities for the next period. The reports are for the CO and COTR, and may be delivered in hardcopy or via electronic (e-mail). Additionally, the CO and/or the COTR may request impromptu meetings to discuss status or issues.

10.3 Program Reviews

The Contractor shall participate in quarterly Program Reviews with the COTR or designee 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. Budgets, schedules and other program related issues shall also be addressed when required. The program review is intended to be an informal executive summary of these events, and should require only minimal presentation time.

10.4 Project Plan and Schedule Deliverables

For all Project Plans and Schedules, the Contractor shall deliver one electronic copy of each deliverable. One copy should be delivered to the Director of the SOC/CSIRC Section and a second copy to the Director of Information Assurance Governance, one (1) copy of the letter of transmittal without attachments shall be delivered to the COTR and the contracting officer.

10.5 Cost/Schedule & Earned Value Management System (EVMS) Report

The Contractor shall submit monthly reports to the COTR. The reports must be prepared in sufficient detail to support OMB A-11 reporting requirements at Exhibits 53 and 300. The initial report is due 45 calendar days after Contract award and shall cover the first 30 days of Contract performance. Subsequent reports will be provided monthly and shall cover the 30-day period that began at the conclusion of the last reported period.

DHS requires use of EVM on all development contracts with a total contract value over \$20 million regardless of contract type if there is a significant amount of cost, schedule or performance risk associated with the development. In addition, EVM shall be used on all major investments (Level 1, Level 2, and IT Level 3) as defined in DHS Management Directive (MD) 1400.

10.6 Financial Reporting

The Contractor shall submit monthly reports to the ICE's COTR that must be prepared in sufficient detail to support OMB A-11 reporting requirements at Exhibits 53 and 300. The initial report is due forty-five calendar days after award and shall cover the first thirty days of performance. Subsequent reports will be provided monthly and shall cover the thirty-day period that began at the conclusion of the last reported period. The Contractor shall provide the required reports in accordance with the format provided by the COTR.

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 rate, 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.

10.7 Quality Assurance Reports

The Contractor shall deliver Quality Assurance Reports as follows: one (1) CD copy and one (1) paper copy to the TM, one (1) CD copy to the COTR with a letter of transmittal; and a letter of transmittal without attachment will be provided to the contracting officer.

11.0 PRODUCT ACCEPTANCE

Initial deliverables shall be considered draft versions and will be reviewed and accepted or rejected by the government within 10 working days. The documents shall be considered final upon receiving government approval.

12.0 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

The Contractor shall keep an inventory of Government-furnished equipment (GFE): laptop, aircard, USB token device, thumb drives. This information shall be made available to the COTR upon request. All information developed by the Contractor under this Task shall be the property of the Federal Government and provided to ICE upon request and at the end of the period of performance. Only official Government work shall be performed on GFE.

13.0 PLACE OF PERFORMANCE

All Contractor personnel will work off-site. Limited government work space may be available as needed by the contractors. *All computer work will be performed on GFE. Only official government work shall be performed on GFE. The Contractor must identify and provide the facilities, materials, and equipment and obtain the approval of the COTR.

The Contractor shall facilitate a C&A for their computer network and contract spaces (Also an ISA if required)

14.0 HOURS OF OPERATION

The Contractor shall ensure that all supporting personnel are available during ICE core hours (TBD). 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 working hours. The Contractor must plan and have the capability to provide 24x7, 365 days a year critical security support to mitigate the risk of a Day Zero attack with minimal notice, not to exceed 2 hours.

15.0 PERIOD OF PERFORMANCE

This requirement will consist of a 2-month base period with one 9-month option period and two one-year option periods. The base-year period will begin upon contract award.

Base Period	Upon Award	For 2 months
Option Period 1	End of Base Period	For 9 months
Option Period 2	End of Option Period 1	For 12 months
Option Period 3	End of Option Period 2	For 12 months

16.0 TRAVEL AND OTHER DIRECT COSTS (ODC'S)

Travel outside the local metropolitan Washington, DC area may be expected during performance of the resulting contract. Contractor personnel shall not be reimbursed for travel expenses for travel between their place of residence and their place of work. All travel required by the Contractor shall be approved in advance by the COTR. The Contractor must provide two weeks advanced notice for any travel required and submit one copy of the travel authorization form (Attachment 1). Travel and payment of per diem shall be in accordance with (IAW) JTR and DHS guidance.

The government does not foresee substantial requirements for recurring ODC expenditures for travel, training, or equipment against this contract. The Contractor shall propose anticipated ODCs with appropriate justification and explanation in its technical and cost proposals. Once accepted, proposed ODCs will be considered part of the total estimated cost of performance. Each travel, training, or equipment ODC expenditure shall be pre-approved by the COTR in accordance with the following guidance:

Other Direct Costs (ODCs) must be approved in advance by the COTR. The Contractor shall submit the ODC approval form (Attachment 2) to the COTR two weeks in advance of any ODCs.

17.0 ACCESSIBILITY REQUIREMENTS

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

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

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

36 CFR 1194.22 – Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches

such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then "1194.21 Software" standards also apply to fulfill functional performance criteria.

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

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

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

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

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

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

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

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

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

18.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (Aug 2008)

Note: This contract has the requirement for "sensitive/unclassified" and "classified" personnel security clearances: follow instructions in paragraph 18.1 for obtaining a "sensitive/unclassified "clearance, if a "classified" clearance is needed follow instructions in paragraph 18.2 below.

18.1 SECURITY REQUIREMENTS FOR SENSITIVE/UNCLASSIFIED CLEARANCES

The Department of Homeland Security (DHS) has determined that performance of the most tasks as described in this Task Order that requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

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

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the

position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- 1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)
- 2. FD Form 258, "Fingerprint Card" (2 copies)
- 3. Foreign National Relatives or Associates Statement
- 4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- 5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
- 6. Authorization for Release of Medical Information

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

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

- The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.
- If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

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

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

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR

2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

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

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

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

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

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

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

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

Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

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

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

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

18.2 SECURITY REQUIREMENTS FOR CLASSIFIED CONTRACTOR PERSONNEL

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

This clause applies to the extent that this contract involves access to information classified 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 will 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.

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

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 OPR-PSU. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the OPR-PSU through the COTR, no less than 35 days before the starting date of the Contract or 35 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 86, "Questionnaire for National Security Positions" Form will be submitted via e-Qip (electronic forms submission).

2. FD Form 258, "Fingerprint Card" (2 copies)

3. Foreign National Relatives or Associates Statement

4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)

6. Authorization for Release of Medical Information

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

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

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

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

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

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

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract. The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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

or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

19.0 HOMELAND SECURITY ENTERPRISE ARCHITECTURE COMPLIANCE

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

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

20.0 USE OF PERSONALLY OWNED EQUIPMENT AND SOFTWARE (NOT OWNED BY OR CONTRACTED FOR BY THE GOVERNMENT)

Users shall not use personally owned equipment (e.g., laptop computers, PDAs) or software to process, access, or store sensitive information. Such equipment also includes plug-in and wireless (e.g., BlackBerry) peripherals that may employ removable media (e.g., CDs, DVDs). Also included are USB flash (thumb) drives, external drives, and diskettes. Components shall ensure that this policy is reflected in appropriate rules of behavior documents and reinforced during periodic security awareness sessions.

No personally owned equipment is to be connected to DHS equipment. Exceptions require written approval from the DAA. Exceptions shall be made only when the DAA deems that the use or connection of personally owned equipment is essential to the Department's mission. The DAA shall accept any risk associated with personally owned equipment and this residual risk must be documented as part of the C&A process.

Components shall conduct reviews, at least semiannually, of all equipment and software in their respective offices to ensure that only Government-licensed software and equipment are being used, or that appropriate exceptions have been documented.

21.0 GOVERNMENT POINTS OF CONTACT

Points of contact for this SOW are:

Name	Title	Organization	Telephone Number	Email
TBD	Director,	ICE/OCIO/IAD		
	Information			
	Assurance Division			
TBD	Director,	ICE/OCIO/IAD		, i
	Information			
	Assurance			
	Governance Branch			
TBD	Director,	ICE/OCIO/IAD		
	Compliance and	· .		·
	Oversight			
Maxine	Contracting Officer	ICE/OAQ	202-307-5730	maxine.Edwards@dhs.gov
Edwards				
Wendy	Contract Specialist	ICE/OAQ	202-307-2872	wendy.wallace1@dhs.gov
Wallace				
TBD	COTR	ICE/OCIO/IAD		

APPENDIX A - List of Acronyms

ATO Authority to Operate

C&A Certifying and Accrediting
CCB Change Control Board
CIO Chief Information Officer

CISO Chief Information Security Officer

CO Contracting Officer

COMSEC Communications Security

COTR Contracting Officer's Technical Representative

COTS Commercial Off The Shelf

CP Contingency Plan

CPIC Capital Planning and Investment Control
CSIRC Computer Security Incident Response Center

CSRC Computer Security Resource Center
DAA Designated Accrediting Authority
DHS Department of Homeland Security

DoJ Department of Justice EA Enterprise Architecture

EOD Entry on Duty

EVM Earned Value Management

EVMS Earned Value Management System

FISMA Federal Information Security Management Act

FITSAF Federal Information Technology Security Assessment Framework

FOUO For Official Use Only

FPS Federal Protective Service

FTP File Transfer Protocol

GAO Government Accountability Office
GFE Government Furnished Equipment

GOTS Government Off The Shelf
GSS General Support System

HLS Homeland Security

HQ Headquarters

HSDN Homeland Secure Data Network

IA Information Assurance

IAAT Information Assurance Awareness Training

IAD Information Assurance Division
IAG Information Assurance Governance
ICE Immigration and Customs Enforcement

ISA Interagency Security Agreement

ISAs Interconnection Security Agreements

ISC² International Information Systems Security Certification

Consortium Standards

ISO Information System Owner

ISSO Information System Security Officer

IT Information Technology
MA Major Applications
MD Management Directive

NISPOM National Industrial Security Program Operating Manual

NIST National Institute of Standards and Technology

NSI National Security Information
NSS National Security Systems

OAST Office on Accessible Systems and Technology

OCIO Office of the Chief Information Officer

ODC Other Direct Cost

OIG Office of the Inspector General
OGA Other Government Agency

OMB Office of Management and Budget

PA Privacy Act

PIA Privacy Impact Assessment
POA&M Plan of Action and Milestones

POC Points of Contact

PTA Privacy Threshold Assessment

OAP Quality Assurance Plan

RA Risk Assessment

R-ISSM Regional Information Systems Security Manager

RMS Risk Management System
RTM Risk Traceability Matrix

SARs Security Assessment Reports
SBU Sensitive But Unclassified

SCI Sensitive Compartmentalized Information

SLM System Lifecycle Management

SME Subject Matter Expert

SMOC Security Management Oversight and Compliance

SOC Security Operations Center

SOPs Standard Operating Procedures

SOW Statement of Work

SSP System Security Plan

ST&E Security Test and Evaluation

TA Trusted Agent

ATTACHMENT A - TRAVEL AUTHORIZATION APPROVAL FORM

Name	
Travel period	
Location	
Purpose	
Cost Breakdown:	
Airfare	
Train	
Vehicle Rental	
Personal Vehicle	
Hotel (per diem)	
Meals (per diem)	
Miscellaneous	
Lotal Cost:	
Contractor Manager (sign)	Date:
Contractor Manager (print)	Date:
COTR (sign)	Date:
COTR (print)	Date:

ATTACHMENT B - ODC APPROVAL FORM

REQUEST FOR OTHER DIRECT COSTS

	Est. Unit Price	Total
OTAL	Est. Unit Price	Total
OTAL	Est. Unit Price	Total
OTAL have reviewed the request for ODC's and find the es		1000
		}
have reviewed the request for ODC's and find the es		\$
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	4	
CE Project Manager		

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801 I Street NW, Suite 9	30		I Street NW, Suite 93	0		•
Washington DC 20536			n: Wendy Wallace sington DC 20536			
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	. •	× GS	-35F-0448N			
		1 -	CETC-08-F-00033			
		108	DATED (SEE ITEM 11)			
CODE 0072324290000	FACILITY CODE	0	9/30/2008			A 1 4 4 7
	11. THIS ITEM ONLY APPLIES TO	AMENDME	INTS OF SOLICITATIONS			
Items 8 and 16, and returning separate letter or telegrain which includes a retailed PLACE DESIGNATED FOR THE RECEIVANCE of this amendment you desire to change to the solicitation and this amendment, and is a		mbers, FAI DATE SPE y bé made b	CIFIED MAY RESULT IN REJECTION OF	O BE RECEIVE YOUR OFFER.	D AT	
12. ACCOUNTING AND APPROPRIATION DATA		at Tne	rease	\$1,010.8	4	
	b2Low TO MODIFICATION OF CONTRACTS/ORDER					
	NTRACT/ORDER IS MODIFIED TO REFLE FORTH IN ITEM 14, PURSUANT TO THE AI EMENT IS ENTERED INTO PURSUANT TO			es in paying offi	C9,	
D. OTHER (Specify type of modil	icalion and authority)		<u></u>			
X Mutual Agreement	of the Parties		•			
E. IMPORTANT: Contractor [] [8	not. [X] is required to sign this document:	and return _	1copies to the issuin	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFICA	ATION (Organized by UCF section headings,	including s	olicitation/contract subject matter where fea	sible.)		
OUNS Number: 007232429						
The purpose of this modi	fication is to add ad	dition	nal funding for the b	ase per:	lod and	to
reallocate funding among			_			
	:	•				
				•		
•			•			
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Continued				<i>(</i>)		
Except as provided herein, all terms and condition	ns of the document referenced in Item SA or	10A, as her	stofore changed, reinizins unchanced and in	full force and e	ffect.	
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NAME OF OFFEROR OR CONTRACTOR

KNOWLEDGE CONSULTING GROUP INC

KNOWLE					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
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•	Delivery Location Code: ICE/CIO				
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	Immigration and Customs Enforcement				
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•	Washington DC 20536				
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0001C	Project/Program Manager				
	Award hours revised from b4 to b4			•	
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0001D	Senior Training Specialist		1		
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0001G	IT Security Specialist		.		
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0001K	Subject Matter Expert		ı	5	
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in /540-07=152-60/8	(Signature of person authorized to sign) SN 7540-01-152-8070		(Signature of Contracting Officer)	STANDARD FORM 30 (REV. 10.83)

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 16-83) Prescribed by GSA FAR (48 CFR) 53.243

REFERENCE NO. OF DOCUMENT BEING CONTINUED CONTINUATION SHEET 2 5 GS-35F-0448N/HSCETC-08~F-00033/P00004 NAME OF OFFEROR OR CONTRACTOR KNOWLEDGE CONSULTING GROUP INC SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT FTEM NO. (C) (D) (E) (F) (B) ,(A) · Change Item 1001A to read as follows (amount shown is the obligated amount): 1001A Senior Functional Analyst LH Award hours revised from b4 t Change Item 1001B to read as follows (amount shown is the obligated amount): Project Manager/Program Manager 1001B Award hours revised from b4 to Delivery: 30 Days After Award Accounting Info: Funded: Change Item 1001C to read as follows (amount shown is the obligated amount): Senior Training Specialist 1001C Award hours revised from b4 Delivery: 30 Days After Award Accounting Info: Funded: Change Item 1001D to read as follows (amount shown is the obligated amount): ЬĦ 1001D Training Specialist Award hours revised from b4 to Change Item 1001E to read as follows (amount shown is the obligated amount): Senior IT Security Specialist .1001E Award hours revised from b4 Delivery: 30 Days After Award Accounting Info: Continued .. OPTIONAL FORM 336 (4-86) NSN 7540-01-152-8067 Sponsored by GSA FAR (48 CFR) 53,110

CONTINUATION SHEET 3 GS-35F-0448N/HSCETC-08-F-00033/P00004 NAME OF OFFEROR OR CONTRACTOR KNOWLEDGE CONSULTING GROUP INC AMOUNT ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (F) (B) (C) (D) (E) (A) Funded: \$797,491.20 Change Item 1001F to read as follows (amount shown is the obligated amount): 1001F IT Security Specialist Award hours revised from Delivery: 30 Days After Award Accounting Info: Funded: Change Item 1001G to read as follows (amount shown is the obligated amount): Jr. IT Security Specialist 1001G Award hours revised from Delivery: 30 Days After Award Accounting Info: Funded: Change Item 1001H to read as follows (amount shown is the obligated amount): Information Resource Management Analyst LН 1001H Award hours revised from b4 Change Item 1001I to read as follows (amount shown is the obligated amount): Web Content Administrator 1001T Award hours revised from b4 to Delivery: 30 Days After Award Accounting Info: Continued ... OPTIONAL FORM \$36 (4-88) Sponsored by GSA FAR (48 CFR) 53.110 NSN 7540-01-152-8067

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PAGE REFERENCE NO. OF DOCUMENT BEING CONTINUED **CONTINUATION SHEET** 5 GS-35F-0448N/HSCETC-08-F-00033/P00004 NAME OF OFFEROR OR CONTRACTOR KNOWLEDGE CONSULTING GROUP INC AMOUNT UNIT PRICE SUPPLIES/SERVICES QUANTITY UNIT ITEM NO. (F) (C) (D) (E) (B) (A) Accounting Info: Funded: \$ Change Item 1001M to read as follows (amount shown is the obligated amount): 1001M ODC-Travel NTE (Delivery: 30 Days After Award Accounting Info: Funded: Change Item 1001N to read as follows (amount shown is the obligated amount): ODC-Conferences 1001N NTE Delivery: 30 Days After Award Accounting Info: Funded: Change Item 2002I to read as follows (amount shown is the obligated amount): 0.00 Web Content Administrator 2002I Amount: \$128,447.41 (Option Line Item) 08/28/2009

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OPTIONAL FORM 388 (4-86) Sponsored by GSA FAR (48-CFR) 53,110

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NSN/7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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0001G	IT Security Specialist Award hours revised from b4 to b4	•			
	Change Item 0001H to read as follows (amount shown is the obligated amount):				
0001H	Jr. IT Security Specialist Award hours revised from b4 to b4				
	Change Item 0001I to read as follows (amount shown is the obligated amount):				
	Information Resource Management Analyst Award hours revised from b4 to b4				
	Change Item 0001J to read as follows (amount shown is the obligated amount):				
	Web Content Administrator Award hours revised from b4 to b4	b4		b4	b4
	Change Item 0001K to read as follows(amount shown is the obligated amount):				l ·
	Subject Matter Expert Award hours revised from b4 to b4				
	Change Item 0001L to read as follows (amount shown is the obligated amount):				
	Project Manager/Team Leads Award hours revised from 64 to 64				
	Change Item 0001M to read as follows (amount shown is the obligated amount):				
	Technical Writer/Editor Award hours revised from b4 hours to b4			3	
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AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		1 1
P00002		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	See Block 16C	Z. ADMINISTERED BY /# alleget	
ICE/Info Tech Svs/IT Service Immigration and Customs Enfo Office of Acquisition Manages 801 I Street NW, Suite 930 Washington DC 20536. 8. NAME AND ADDRESS OF CONTRACTOR (No., street, KNOWLEDGE CONSULTING GROUP IN 11710 PLAZA AMERICA DRIVE SUITE 520	c cement ment county, State and ZIP Code)	7. ADMINISTERED BY (Hother than them to ICE/Info Tech Sys/IT & Inwnigration and Custom Office of Acquisition 801 I Street NW, Suite Attn: Wendy Wallace Washington DC 20536 (X) 9A. AMENDMENT OF SOLICITATION NO. 19B. DATED (SEE ITEM 11)	Services ms Enforcement Management e 930
RESTON VA 201904741			
CODE 0072324290000	ACILITY CODE	10A MODIFICATION OF CONTRACTION GS-35F-0448N HSCETC-08-F-00033 10B. DATED (SEE ITEM 11) 09/30/2008	RDER NO,
Tithe phone in wheel 2 - first 1	11. THIS ITEM ONLY APPLIES TO AM	ENDMENTS OF SOLICITATIONS	
The above numbered solicitation is amended as set forth Offers must acknowledge receipt of this amendment prior items 6 and 16, and returning copies separate latter or telegram which includes a reference to THE PLACE DESIGNATED FOR THE RECEIPT OF OFfivitue of this amendment you desire to change an offer at to the solicitation and this amendment, and is received prints of the ACCOUNTING AND APPROPRIATION DATA (if require N/A)	r to the four and date specified in the so s of the amendment; (b) By acknowledgi the solicitation and amendment number FERS PRIOR TO THE HOUR AND DAT ready submitted, such change may be to to the opening tour and date when the fire opening tour and date when the fire opening tour and date when the life in the opening tour and date when the time in the opening tour and date when the time in the opening tour and date the second the control of the control of the control of the time the control of the control of the control of the time the control of the control of the control of the time time the control of the control of the time time time time time time time time	lidiation or as amended, by one of the following receipt of this amendment on each copy of FAILURE OF YOUR ACKNOWLEDGEME E SPECIFIED MAY RESULT IN REJECTION	of the offer submitted; or (c) By ENT TO BE RECEIVED AT
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	Cation of Contracts/Orders. In	MODIFIES THE CONTRACT/ORDER NO. A	S DESCRIBED IN ITEM 14.
A. THIS CHANGE ORDER IS ISSUED PUR ORDER NO. IN ITEM 10A. 8. THE ABOVE NUMBERED CONTRACTIC oppropriation date, etc.) SET FORTH IN		HANGES SET FORTH IN ITEM 14 ARE MADE	
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO DUCIONA	1411 OF FAR 48.103(D).	
X FAR 52-249-14, Excusab	LA DO DE LES AND 1004	IORITY OF:	
D. OTHER (Specify type of modification and	authority)		
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E. IMPORTANT: Confractor 🔲 is not, 🔯	s required to sign this document and ret	um1 copies to the is:	a lan affirm
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organism	nized by UCF section headings, includ	ng solicitation/contract subject matter when	stang once.
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125 I Street NW, Suite 220		01	fice of Acquisition Ma	nageme	nt	
Mashington DC 20536	06		25 I Street NW, Suite 2	208		
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NAME AND ADDRESS OF CONTRACTOR (No.,	street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		,	
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NOWLEDGE CONSULTING GROUP	P INC					
1710 PLAZA AMERICA DRIVE			9B. DATED (SEE ITEM 11)		-	
JITE 520						
ESTON VA 201904741			10A. MODIFICATION OF CONTRACT/ORDI	R NO.		
		x	GS-35F-0448N	2.1110		
	•		HSCETC-08-F-00033			
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	11. THIS ITEM ONLY APPLIES TO) AMENI			•	
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to the solicitation and this amendment, and is reco ACCOUNTING AND APPROPRIATION DATA (I see Schedule	If required)	· ·			·	
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A. THIS CHANGE ORDER IS ISSUIT	ED PURSUANT TO: (Specify authority) T	HE CHA	NGES SET FORTHIN ITEM 14 ARE MADE	IN THE CO	ITRACT	
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STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53,243

U.S. Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE)

Office of the Chief Information Officer (OCIO)

Information Assurance Division (IAD)

Statement of Work

HSCETC-08-F-00033

Security Management Oversight and Compliance (SMOC)

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

11/07/2008 update, revision 3

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1.0 PROJECT TITLE

Security Management Oversight and Compliance Services (SMOC)

2.0 BACKGROUND

The Information Assurance Division (IAD) (formerly Office of the Information System Security Manager) was established in 2004 to coordinate the development and implementation of computer and network security policies, products, and services across Immigration and Customs Enforcement (ICE).

Emphasis was placed upon establishing security teams at field offices and certifying and accrediting those field offices, as well as major applications at headquarters (HQ). The program widened its scope to address auditing, secure remote access, identity management, public key infrastructure, security operations, security monitoring, National Security Information (NSI) systems, and to provide support for the Department of Homeland Security (DHS).

The need for expanded information sharing and collaboration amongst Government and non-Government entities requires the careful application of confidentiality, integrity, and availability of services to ensure the protection of mission-critical information assets. The overall areas addressed under IAD have expanded significantly since its inception and will continue to expand in the future. Key IAD functions have been aligned to the Information Technology (IT) Security Program Areas defined by the DHS Office of the Chief Information Security Officer (CISO), including the following:

- Program Management and Integration Support
- Compliance and Oversight
- Information Assurance Policy
- Cyber Identity

3.0 SCOPE OF WORK

The objective of the proposed task order is to provide IAD with products and services that support the DHS/ICE initiatives and ensure compliance with the mandated information assurance requirements as established by the Federal Information Security Management Act (FISMA); DHS, ICE; the Department of Commerce's National Institute of Standards and Technology (NIST); the Office of Management and Budget (OMB); as well as other federal agencies, laws, and regulations. ICE management shall approve staffing levels proposed by the Contractor. The Contractor shall provide the technical personnel sufficient to support the Office of Immigration and Customs Enforcement's (ICE) Information Assurance Division (IAD).

IAD has primary responsibility for: coordinating the development and implementation of computer and network information assurance policies across Immigration and Customs Enforcement (ICE); certifying and accrediting (C&A) field offices, general support systems and major applications at ICE headquarters; and implementing cyber identity services.

The IAD program scope includes auditing National Security Information (NSI) systems, providing a liaison to DHS on security policies and issues, and providing policy for secure remote access.

The need for expanded information sharing and collaboration amongst Government and non-Government entities requires the careful application of confidentiality, integrity, and availability of services to ensure the protection of mission-critical information assets. A primary goal is to achieve cost effective and efficient compliance with information security mandates that meet DHS and ICE IAD program performance metrics.

The Contractor shall propose Project Managers that will monitor the contract team's policy compliance, prepare and distribute team schedules, monitor/report team activities, advise Government personnel of the status of projects/deliverables, and ensure deliverable quality. The Government shall approve the Contractor's proposed key personnel. The Contractor shall closely monitor tasks and provide notification of any deviation from budget, schedule, or resources.

The Contractor shall be responsible for the delivery and coordination of all deliverables defined in **Section 7.0** of this Statement of Work (SOW).

4.0 REFERENCES

- National Industrial Security Program Operating Manual (NISPOM)
- DHS Management Directive (MD) 4300, IT Systems Security Publication
- System Lifecycle Management (SLM) Handbook
- Federal Information Security Management Act (FISMA), November 22, 2002
- Federal Information Technology Security Assessment Framework (FITSAF), November 28, 2000
- Office of Management and Budget (OMB) Circular A-127, Financial Management Systems
- OMB Circular A-130, Management of Federal Information Resources
- Computer Security Act of 1987
- National Institute of Standards and Technology (NIST) Computer Security Resource Center (CSRC)

Standards

Guidelines

Special Publications

- Privacy Act of 1974
- DHS Management Directives Volume 11000 Security
- DHS 4300A Sensitive Systems Handbook

- DHS 4300B National Security Systems Handbook
- DHS Technical Reference Model
- National Institute of Standards and Technology (NIST) Special Publication 800-37, Guide for the Certification and Accreditation of Federal Information Systems
- International Information Systems Security Certification Consortium (ISC²) Standards
- DHS Management Directive (MD) 4010.2 (DRAFT), Section 508 Program Management Office & Electronic and Information Technology Accessibility
- Section 508 1194.2, Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)

5.0 SPECIFIC TASKS

5.1 Transition Support

The Contractor shall create a transition support plan to ensure that IAD does not have any significant degradation in its security oversight and compliance supporting services. This plan will be evaluated in the source selection process and incorporated into the contract.

The Contractor shall complete the transition of all technical activities. The Contractor shall complete the transition within 60 days of TO award. The activities included as part of the transition are as follows:

- Inventory and orderly transfer of all Government Furnished Equipment/Property (GFE/GFP), software and licenses;
- Transfer of documentation currently in process; and
- Coordinating the work with the current Contractor.

The Contractor's transition plan shall contain a milestone schedule of events. The transition plan shall transition work with no disruption in operational services. 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.

The transition plan (no more than 2 pages) shall include major milestones that meet the following schedule for adding resources and transitioning support responsibilities:

Schedule	Percent of proposed resources hired, approved by ICE and supporting TO	Percent of task support responsibilities assumed
30 Days into Transition	25%	10%
45 Days into Transition	75%	50%
60 Days into Transition	100%	100%

At the completion of the period of performance of this TO, the Contractor shall fully support the transition of the IAD 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 may issue a modification to fund the transition period.

5.2 Program Management Support

5.2.1 Details

The Contractor shall provide a Program Manager responsible for the oversight of the SMOC contract including the high-level program management support. The Program Manager's duties shall include assuring that projects are managed according to best business practices (Project Management International standards). These will include schedules, resources allocation tables, work breakdown structures, and project plans. The Program Manager is also responsible for ensuring that all activities are accomplished within the general scope of the task order, monitoring adequate availability of the funds for authorized work, resolving management and programmatic issues, monitoring/ensuring performance within budget and schedule, monitoring appropriate approval procedures for the authorization of the Other Direct Costs (ODCs), and facilitating/maintaining effective interaction and coordination between ICE project leads and the Contractor project leads. Given the dynamic environment within ICE, the Program Manager shall closely monitor all work within the SMOC contract support and provide advanced notification of any deviation from budget, schedule, or resources.

The Program Manager (or an authorized designee) shall provide weekly status reports to the COTR that includes individual project schedules with weekly progress tracking, status of ongoing activities, issues, recommendations for problem resolution, and upcoming projects/activities. Additionally the Contractor shall deliver weekly project/activity quad charts for ICE OCIO reporting.

The Program Manager/designee shall meet with the COTR on a weekly or ad hoc basis. All meetings shall have agendas if planned in advance. Meeting minutes shall be provided for all formal meetings. The meeting minutes will capture the following information: subject, date, attendees, major decisions, areas of non-agreement, and any action items assigned during the meeting. A master action item list will be maintained by the Program Manager. The Program Manager will facilitate the coordination of meetings (IAD will identify meeting spaces and the Contractor will send out invitation and background information.) Crosscutting issues/risks identified in meetings will be promulgated to the appropriate IAD representative. The Contractor shall maintain and populate a meeting minute's repository.

The Program Manager/designee shall monitor the performance of their personnel, identify any degraded quality of service, and propose corrective actions to the Contracting Officer's Technical Representative (COTR) up to and including employee termination.

To ensure that the quality of product delivered under this contract maintains a high quality standard the Contractor shall submit a Quality Assurance Plan (QAP) as part of their proposal. The QAP will detail the review process for: content, technical editing, and timeliness. This will be part of the monthly reporting.

By the 10th business day of the month, the Program Manager/designee shall submit a financial report of the previous month's completed travel expenses, labor costs, overtime, and any Other Direct Costs (ODCs). This financial report shall be cumulative for the contract period and include projected burn rates for the balance of the contract.

The Program Manager/designee shall provide management, coordination, and administrative support to ensure the smooth daily operation of contract resources; optimal utilization of resources and growth; and creating, maintaining and enforcing load, and delivery standards and functions. Specific functions include the following:

- Manage teams of subject matter experts
- Prioritize requirements
- Maintain a master schedule for all SMOC projects and activities:
 - Baseline schedules that identify schedule slippage
 - Resource mapping to projects and activities (contract personnel assigned)
 - Critical path identification for high-priority projects
- Communicate progress to COTR
- Manage scope and expectations
- Coordinate external and internal resources

5.3 Security Program Management and Integration Support

5.3.1 Details

All proposals must be delivered with a draft project plan with resources and milestones. This plan will incorporate the transition from the existing incumbent to ensure the continuity of services. Within 45 days of award, the Contractor shall develop draft program plans: Strategic, Tactical and Business that support the development of documentation charting the course of the IAD Program.

The Contractor shall provide weekly status reports to the COTR that includes: review of project/activity schedules, milestones/accomplishments, issues, recommendations for problem resolution, and upcoming activities. The Contractor shall track and invoice special projects within this Statement of Work that may be specifically funded by Congress, OMB, or the Department. Atlas is one example of an appropriated project that must be tracked and invoiced separately. The Contractor shall work with the COTR to ensure that Atlas activities are clearly identified so they can be invoiced correctly.

The Contractor shall meet with the COTR on a weekly basis as well as any ad-hoc meetings that are required. The Contractor shall monitor the performance of their personnel, identify any degraded quality of service, and propose corrective actions to the COTR up to and including employee termination.

The Contractor shall maintain and populate an IAD website hosted on the ICE network.

5.4 Sub-Task Area 3. Compliance and Oversight

5.4.1 Details

The focus of this task area will be to provide true Federal Information Security Management Act (FISMA) compliance & oversight capabilities that support the ICE enterprise. The Contractor shall provide support functions necessary to implement and oversee an information assurance program for ICE. Activities will include overall IA program development and support, and FISMA compliance with a focus on Certification & Accreditation (C&A) management activities. The Contractor will be responsible for compliance & oversight activities leading up to certification activities for development systems and re-certification and continuous monitoring activities for operational/legacy systems. In order to avoid a potential conflict of interest and to maintain the required separation of duties, the Contractor will not be responsible for performing certification testing activities. The Contractor will be responsible for overseeing the development of Plan of Action and Milestones (POA&M) resulting from certification testing activities and recommendations, as well as managing mitigation efforts to completion. The Contractor may also participate in risk-based decisions throughout the C&A process.

The Contractor shall provide the technical personnel with the skills and expertise necessary to develop products and deliverables necessary to establish a robust information assurance program for ICE. The Contractor shall also review the products and deliverables from other OCIO Divisions to ensure compliance with the security standards, policies, and architecture that conforms to ICE enterprise systems and applications.

5.4.2 Services Required

5.4.2.1 Mapping of CISO Responsibilities

The Contractor shall, using DHS 4300 A&B, DHS CISO and ISSO guides; conduct an analysis of the ICE Program and OCIO organization to ensure that the ICE can meet the DHS requirements for implementing and maintaining an effective ICE IA program. As part of this effort, it should also map the ICE CISO organizational resources to ensure that the CISO can either perform the Requirements of DHS 4300 A&B and the CISO guide or have the ability and resources to ensure that they are being effectively met by other ICE organizations.

5.4.2.2 Risk Management Support

The Contractor shall develop, implement, and maintain a Certification and Accreditation (C&A) program that complies with DHS and other Federal requirements, and supports the ICE enterprise. The C&A program shall provide compliance & oversight capabilities to support all ICE Major Applications (MA) and General Support System (GSS). Specific tasks include:

• Develop and oversee an ICE IT Risk Management Plan

- Develop an ICE FISMA Performance Plan that complies with the DHS annual FISMA Performance Plan to outline a compliance plan for the ICE Enterprise.
- Support DHS testing, modifications, and implementation of required tools including SecureInfo's Risk Management System (RMS) and TrustedAgent (TA) FISMA tools
- Implement a structured and repeatable process to use and maintain RMS and TA FISMA tools to support the ICE Enterprise MAs and GSSs.
- Implement a structured and repeatable process to maintain the ICE Inventory
 - o In conjunction with DHS requirements, and working with the DHS inventory team, implement and establish an ICE-specific, structured and repeatable process to create, modify, and delete/dispose of ICE inventory systems
- Work with ISSOs and other project team personnel to establish and provide recommendations on MA and GSS C&A boundaries
- Assist project teams through the generation of DHS/ICE C&A templates and the security Requirements Traceability Matrix (RTM) via the RMS questionnaire
 - o Provide questionnaire assistance and artifact generation as needed
- Provide guidance and assistance to the ISSOs and Project Team personnel on completing and meeting the content requirements of the security artifacts to include but not limited to:
 - Privacy Threshold Assessment (PTA) and resultant Privacy Impact Assessment (PIA) if required;
 - FIPS-199 Categorization
 - E-authentication analysis
 - System Security Plan (SSP)
 - Risk Assessment (RA)
 - Security Test and Evaluation (ST&E)
 - Contingency Plan (CP)
 - Contingency Plan Test Results
 - Develop an ICE-wide Contingency Plan Test schedule to ensure testing is completed in accordance with FIPS 199 Availability requirements and DHS/Federal standards and guidance
 - Disaster Recovery Plans
 - Plan of Action and Milestones (POA&M)
 - FISMA Self Assessment/Annual Testing efforts as needed
- Provide technical expertise on C&A, FISMA, and other oversight activities
- Prepare and submit Security Assessment Reports (SARs) for Certification Official approval and Designated Accrediting Authority (DAA) review and approval
- Provide Draft CO and DAA letters in support of Authority to Operate (ATO) decisions for all systems
- Verify that Information Assurance (IA) is being addressed throughout the Systems Lifecycle Management (SLM) process
- Support audit (OIG, GAO, OGA, etc.) activities
- Provide site assistance visit support
- Provide technical support to ensure appropriate budget submissions (Exhibits 300 and -53 to OMB Circular No. A-11 Part 7)

- Prepare supporting documentation to reflect the necessary IA funding in the systems life cycle
- In conjunction with the OCIO Investment Team, establish a structured and repeatable process to properly account for IA in the Capital Planning & Investment Control (CPIC) process
- Coordinate with the ICE SOC and provide support to ensure that all systems meet the annual requirement for performing a vulnerability scan.
 - Work with ISSOs and system project teams to ensure the results of the vulnerability scans are captured in the C&A documentation and input into the TA FISMA POA&M for that system
 - Assist in the development and overall management of mitigation activities outlined in the POA&M
 - o Provide Risk-based recommendations based on vulnerability scan results
- Ensure the development of Interconnection Security agreements (ISAs)
- Develop ISAs as required
- Prepare specified MA or GSS C&A documentation to include the C&A artifacts listed above in accordance with the appropriate NIST guidance.
- Develop C&A guidance documentation, briefing materials, presentations, etc., to promote a structured and repeatable process
- Ad Hoc meeting attendance, as needed
- Other IA-related tasks and duties as assigned

5.4.2.3 FISMA Reporting

The Contractor shall interpret DHS FISMA requirements and develop a project plan outlining successful FISMA compliance for ICE. The Contractor shall provide ISSOs, Information System Owners (ISO), Designated Accrediting Authority (DAAs), IT Project Teams and other relevant parties guidance on FISMA requirements and how to use the procedures, guides, templates, and automated tools to measure and meet requirements. The Contractor shall coordinate the ICE FISMA initiative to ensure that activities are conducted accurately and timely. The Contractor shall provide guidance and oversight on the development and maintenance of FISMA POA&Ms. The Contractor shall work with appropriate project teams to ensure audit findings are captured in system or program level POA&Ms and manage the mitigation activities to completion. The Contractor shall manage FISMA compliance activities and provide ICE program-area reports for various levels of government managers, which may include but not be limited to dashboard support, Top 25+ support, and risk assessment, etc.

5.4.2.4 OCIO Compliance & Oversight Activities

The Contractor shall provide the necessary technical, management and operational skill sets to ensure that OCIO divisions are in compliance with the DHS/ICE security policies and procedures. The Contractor shall attend/review: Standard Operating Procedures (SOPs); Configuration Control Board (CCB) meetings and minutes; SLM gate reviews, meetings and minutes; SLM documentation; Engineering designs and documentation; Operational status meetings and minutes; etc., to ensure compliance with security policies and procedures.

The Contractor shall work with OCIO Divisions to ensure policies and procedures ensure accurate IA information, requirements, guidance and standards. The Contractor will work with the Architecture Division to ensure Information Assurance is properly accounted for in the Systems Lifecycle Management (SLM) Methodology.

5.4.2.5 Information Technology Security Education, Training, and Awareness

The Contractor shall provide Information Assurance (IA) Subject Matter Expertise (SMEs) to assist and support institutional awareness of the IAD Program and IA requirements including the following:

- Provide input to the ICE Annual Training strategy
- Educate ICE program managers in the IAD program and IA training requirements for both Sensitive but Unclassified (SBU) / For Official Use Only (FOUO) systems and National Security Systems (NSS)
- Support an annual security conference
- Provide a structured outline and syllabus for developing and implementing role-based training for system administrators, information system owners, and other security-specific roles as defined by the appropriate NIST, DHS, and ICE guidance
- Support the development of an internal ISSO training and certification program
- Develop and conduct training and awareness briefings as directed by the ICE IAD
- Support and provide development of security awareness strategies, including a series of security awareness emails to be transmitted monthly to all ICE users
- Provide input to security columns of the OCIO newsletter, as required
- Prepare a monthly IAD newsletter
- Support the planning for an ICE IA awards program for recognizing key personnel and organizations
- Assist and/or conduct annual Information Assurance Awareness Training (IAAT) for ICE employees and Contractors
- Provide support in coordinating an ICE IA Awareness Day

5.4.2.6 Regional ISSM Program Development

The Contractor shall support the development of a Regional Information Systems Security Manager (R-ISSM) Program to establish IAD credibility mitigating liability throughout the enterprise. The Contractor shall provide subject matter expertise in the formulation and review of deliverables associated with the R-ISSM Program.

5.4.2.7 National Security Systems (NSS) and Communications Security (COMSEC) Management

The Contractor shall support the IAD with managing the security of ICE IT systems that process National Security Information (NSI) or "Classified" data stored on any ICE computer, GSS, and major systems/applications, regardless of physical locations. The Contractor shall provide qualified staff cleared up to, and including, the Sensitive Compartmented Information (SCI) level to:

• Support NSI program requirements to develop security policy for ICE NSI systems

- Prepare and maintain a NSI Systems Program Management Plan
- Provide communication and coordination between IAD and the FPS COMSEC program office to ensure that the programs are fully engaged and supporting one another
- Maintain a secure "strong room" in Government space with the necessary DHS or higher authorities, tools, and capabilities for processing NSI information
- Ensure ICE requirements for the DHS HSDN are clearly identified and communicated
- Prepare classified and unclassified C&A documentation, as appropriate
- Implement an NSI awareness program
- Coordinate and prepare Interagency Security Agreement (ISAs)
- Assess mechanisms for NSI system security incident reporting and provide recommendations

5.5 Sub-Task Area 4. Information Assurance Governance (IAG)

5.5.1 Details

The IAG support task covers the following seven areas: policy, interconnection security agreements (ISAs), technology investigations, waivers and exceptions, business processes, website content, and reporting.

5.5.1.1 Policy Support

Policy support is divided into three delivery areas: review, creation, and maintenance.

5.5.1.1.1 Policy Review

IAG is tasked with reviewing draft policy from ICE, DHS, and other government agencies. IAG also reviews new policies for their possible information assurance impact upon ICE. Usually there is very little time for the review to occur. Support for this task entails providing the government a brief synopsis of information assurance issues related to the reviewed policy.

5.5.1.1.2 Policy and Procedure Creation

IAG from time to time has a requirement to create information assurance policy that augments the DHS 4300 series policies. Support for this task includes assistance with the generation of position papers, policy guidance broadcast messages, handbooks that offer ICE operational personnel clear procedural guidance as it applies to existing policies handbooks, and policy documents.

5.5.1.1.3 Policy Maintenance

IAD generated policies, procedures, broadcasts, position papers and other policy related artifacts must be maintained for operational support and National Archive Records Administration requirements. Under this task a repository shall be maintained for the above artifacts. The

Contractor shall also maintain version control and release planning to include the renewal of aging policies and procedures.

5.5.1.2 Interconnection Security Agreement (ISA)

ISA support includes the following deliverable areas: coordination of new ISA requests, risk analysis and recommendation of compensating controls, tracking of ISA documents throughout the document generation process, maintenance of all related ISA points of contact (POC) and assets and circuit information, ISA database input and generation of reports that list ISAs approaching their renewal date.

5.5.1.2.1 New ISA Generation

IAG supports the ICE mission by coordinating and creating ISAs. This task involves coordination between ICE and other entities: other DHS components, other government agencies, and supporting Contractors. The Contractor must provide a project plan, work breakdown structure, and schedule with resources required for each ISA assigned within five business days notice from government notice.

5.5.1.2.2 ISA Risk Analysis and Compensating Control Recommendations

One of the main areas of the ISA generation business process is the performance of a risk analysis and recommendation of compensating controls. The required business applications that will be shared between the organizations must be identified, infrastructures analyzed, the ISA template must be populated and presented to the principals for signature.

5.5.1.2.3 ISA Tracking

In addition to maintaining a project schedule with baseline for the creation of ISAs, the Contractor shall track the ISA throughout the business process. This tracking will include who is responsible for the ISA as it moves through the review and signature phase.

5.5.1.2.4 Maintenance of Historical ISA Information

There is historical knowledge that must be maintained after an ISA has been created and approved. This knowledge is extremely valuable for troubleshooting numerous items related to the agreement later in its lifecycle. A partial list of data elements that must be maintained includes the following: date the ISA became enforceable, organizational names including sub offices; names of principals and supporting personnel to include technical points of contact; location of principals, shared sites; and circuit information to include endpoints, providers, and circuit identification.

5.5.1.2.5 ISA Database Maintenance

The Contractor shall scan all signed ISAs to PDF image format and input in the ISA database. All relevant historical information identified above will be entered and associated to the ISA.

The Contractor will run reports monthly on the database that identifies those ISAs that will expire in three months or less.

5.5.1.3 Technology Investigations

IAG supports the introduction of new technologies into ICE. This often involves analyzing the information assurance impact of new or changing implementation of mission related technology. The delivery areas related to this task include information assurance impact reports for: new technology, new business processes, and requests for undercover investigation support related to non standard technologies or equipment.

5.5.1.3.1 New Technology

The Contractor shall provide reports detailing vulnerabilities inherent to the technology, information assurance related implementation risks, policy relevant areas of concern that include policies from ICE, DHS, or other federal government agencies.

5.5.1.3.2 New Business Processes

The Contractor shall capture information assurance concerns related to new business processes as well as researching new technologies.

5.5.1.3.3 Undercover Investigation Support

The Contractor shall evaluate the information assurance impacts related to technical implementations supporting undercover investigations. The deliverable for this task is a report that analyzes the following: ability to maintain anonymity, ability to achieve specific mission, policy conflicts and possible waivers/exceptions required.

5.5.1.4 Waivers and Exceptions Requests

IAG supports the ICE mission by submitting waiver and exception requests from DHS policy. The Contractor shall provide the following: evaluation of DHS waiver and exception requests, creation of ancillary documentation to include Risk Acceptance Letters where required, and tracking and reporting.

5.5.1.4.1 Waiver and Exception Request Evaluation

There is a great disparity between system owners and their knowledge of DHS information assurance policy. Quite often waiver and exception requests are not required due to misinterpretation of the DHS 4300A. The Contractor shall review the relevant policy section, analysis of the request, identification of alternatives, and recommendation related to processing of request.

5.5.1.4.2 Ancillary Documents

This deliverable is dependant on the level of risk associated with the request. The Contractor shall provide documentation to include a Risk Acceptance Letter and CISO Compensating Controls Letter may have to be generated.

5.5.1.4.3 Tracking and Reporting

The Contractor shall assign tracking numbers, report where each request is in the process and maintain a repository of approved requests on IAD network. Tracking reports shall be a weekly deliverable. The Contractor shall also maintain the historical list of all waivers and exceptions in a spreadsheet.

5.5.1.5 Business Process Support

The deliverables for this task are: the capture and refinement of IAD processes and the generation information packages to clarify customer support

5.5.1.5.1 Capture and Refinement of IAD Business Processes

The Contractor shall work with ICE principals to capture and if required provide business reengineering to existing processes. This task also supports the creation of new processes.

5.5.1.5.2 Customer Support Packages

The new IAD is customer focused. In support of that focus the Contractor shall deliver business process maps to help IAD customers navigate IAD procedures.

5.5.1.6 Web Support

The web support task will support all IAD. This task includes the following deliverables: operate and maintain IAD website on IAD network, verify functionality of IAD website on weekly basis, work with IAD to develop and deploy content, threaded discussion support, and coordinate fit and form with OCIO web posting guidance.

5.5.1.6.1 Operate and Maintain IAD Website

The Contractor shall operate and maintain the IAD website on an OCIO server on ICE's network. This will involve coordinating of uploading and testing of new material.

5.5.1.6.2 Verify Website Functionality

The Contractor shall verify that the IAD website is fully functional on a weekly basis. If a new release of information has been uploaded to the website there may be an operational requirement that requires daily checks.

5.5.1.6.3 Develop Website Content

The Contractor shall work with IAD principals in developing website content.

5.5.1.6.4 Threaded Discussion Support

The Contractor shall implement discussion threads on the ICE IAD website. This will include moderating the threads to ensure that all threads are structured according to best practices. The threaded discussion groups will capture historical information related to IAD's business decisions.

5.5.1.6.5 Coordinate Web Posting Guidance

The Contractor shall be familiar with all relevant ICE OCIO style guides and operational procedures.

5.5.1.7 Report/Presentation Support

The Contractor shall support the IAD with generating reports and presentations. This task includes: project related reporting to the CIO, presentation support to include content and formatting, and maintaining a repository of IAD presentations.

5.5.1.7.1 Project and Activity Reporting

The Contractor shall support the IAD in the generation of project reports and monthly updates of those reports. All projects reports are presently on the ICE OCIO SharePoint server.

5.5.1.7.2 Presentation Support

The Contractor shall assist in the creation and update of presentations relating to the IAD mission. A partial list of presentations to be created under this deliverable are: briefs to the Assistant Secretary, formal presentations, informational informal briefs to OCIO management.

5.5.1.7.3 Presentation Repository

All presentations created shall be maintained on the ICE OCIO network.

6.0 STAFFING

6.1 Key Personnel

The Government has determined that the Project Manager and Project Leads are key personnel for this Scope of Work. The Contractor may designate other positions as necessary as key to the work to be performed under this contract. Key personnel shall be committed to only this contract and may not support any ICE IT contract during performance of this contract due to a potential conflict of interest with the nature of the work. Support is required in the areas of program management, security program management and integration, compliance and oversight, and information assurance governance.

The Project Manager shall possess experience managing IT programs, be PMP certified, and have a security background.

The Project Leads shall possess IT-related management experience or have experience managing and implementing security programs. Cryptographic equipment experience required for one (1) Project Lead.

6.2 Continuous Training/Employee Retention

The Contractor shall refresh the technical skills of its staff at its own expense as the ICE architecture and technical reference model evolve. Training and associated travel costs shall not be directly charged to the Government unless specified in writing and approved by the COTR.

A draft training plan and employee retention strategy shall be delivered as part of the proposal. The training plan and employee retention strategy shall include how the Contractor will ensure that all contract personnel are knowledgeable and up to date on current federal policies, guidance, and technologies related to this contract support.

7.0 DELIVERABLES AND DELIVERY SCHEDULE

7.1 Deliverable Number 1: Transition Support

7.1.1 Transition support according to the transition plan.

Task	Date of Submission	Copies	ICE Distribution
Transition support	First 60 days after	2	COTR
	Contract staff begin work.	(electronic) copies	Contracting Officer

7.2 Deliverable Number 2: Monthly Master Project and Activity Schedule

The Contractor shall provide a monthly project and activity schedule containing the Contractor support personnel assigned to each project/activity and the percentage of their commitment to that project/activity. The monthly report will also indentify individuals on travel, leave, and on-call. The monthly report will also report out the previous month's QAP score showing trending information.

Frequency	Date of Submission	Copies	Description	ICE Distribution	Description
Monthly	COB Wednesday the prior week	2 (electronic) copies	Master Project Schedule with base	COTR Contracting Officer	Master Project Schedule with base lined schedule reporting. Contractor resources will be identified and their percentages

lined committed to each task schedule integrated into the schedule. reporting. The Contractor may provide a Contractor separate schedule with resources resources will committed for all support be identified activities, or integrate the and their activities into the master project percentages schedule. This report shall committed to contain last month's OAP each task scores. integrated into the schedule. The Contractor may provide a separate schedule with resources committed for all support activities, or integrate the activities into the master project schedule. This report shall contain last month's OAP scores.

7.3 Deliverable Number 3: Financial Reports

By the last business day of the month, the Contractor shall submit a financial report with estimates of the current month's completed labor costs, travel expenses, overtime, and any other direct costs (ODCs). This financial report 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 both the contract period of performance as well as the current fiscal year. The Contractor shall also provide projected total incurred costs for the remainder of the contract period of performance.

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, and the Department of Homeland Security.

Frequency	Date of Submission	Copies	ICE Distribution
Monthly	COB last business day of the month	2 (electronic) copies	COTR Contracting Officer

7.4 Deliverable Number 4: Meeting Minutes Repository

The Contractor shall maintain a repository on ICE OCIO GFE at OCIO headquarters that contains the following: agenda, meeting minutes, master list of action items. Each month the Contractor will summarize new actions and open actions. This summary will include a listing of action items that are late.

	Frequency	Date of Submission	Copies	ICE Distribution
	Monthly	COB last business day of the month	2 (electronic)	COTR
			Copies	Contracting Officer
L				Officer

7.5 Deliverable Number 5: Quality Assurance of Contract Deliverables

The Quality Assurance Plan (QAP) will define how the Contractor will ensure the continued delivery of high quality work products to the Government. The plan will include the mechanisms used to ensure that content, timeliness and technical editing (using the ICE style guide) are carried out to ensure high quality deliverables. The Contractor shall adhere to the QAP delivered to the Government at the time of proposal submission.

7.6 Work Break Down Structures

Work break down structures will be supplied for all tasks within 5 business days of tasks being assigned.

Deliverable	Due Date	ICE Distribution
Work Break Down Structures	Within 5 business days of the task being	COTR
	assigned.	

7.7 Compliance and Oversight Deliverables

The Contractor shall develop, provide, update, store and distribute the following deliverables as requested by the COTR:

Deliverable	Due Date	ICE Distribution
5.4.2.2 FY09 ICE FISMA Performance Plan	November 1, 2008 or 30 days after the DHS FY09 FISMA Performance Plan has been delivered, or as negotiated with the COTR	COTR
5.4.2.2 FISMA Inventory Management Process and Procedures	As agreed upon, no later than end of Q1, FY09	COTR
5.4.2.2 Updates to FISMA Inventory process and procedures	Quarterly, on-going as needed	COTR
5.4.2.2 ICE Risk Management System (RMS) Procedures	As Agreed upon, no later than end of Q1, FY09	COTR
5.4.2.2Updates to RMS Procedures	Quarterly, on-going as needed	COTR
5.4.2.2 ICE Trusted Agent (TA) FISMA Procedures	As agreed upon, no later than end of Q1, FY09	COTR
5.4.2.2 Updates to TA FISMA Procedures	Quarterly, on-going as needed	COTR
5.4.2.2 Regional C&A Implementation Plan	End of Q1, FY09	COTR
5.4.2.2 Update to Regional C&A Implementation Plan	Quarterly	COTR
5.4.2.2 IA CPIC Process and Procedures	In conjunction with OCIO CPIC Team, As agreed upon	COTR
5.4.2.2 FISMA Reports	Weekly	COTR
5.4.2.2 FISMA Executive Level Reports	Bi-Weekly	COTR
5.4.2.2 ISSO Program Deliverables	As Required	COTR
5.4.2.2 ISSO Certification Program Deliverables	As required	COTR
5.4.2.2 Regional ISSM	As required	COTR

Program Deliverables		
5.4.2.2 GSS C&A Package for Contractor location	If needed, as agreed upon	COTR
5.5.1.2 ISA for Contractor location's connection to OneNet	If needed, as agreed upon	COTR
5.5.1.4.2 Ancillary Documents	3 business days on as needed basis	COTR
5.5.1.4.3 Tracking and Reporting	On going	COTR
5.5.1.5.1 Capture and Refinement of IAD Business Processes	5 business days for business process capture. 10 business days for business process reengineering.	COTR
5.5.1.5.2 Customer Support Packages	3 business days for packages where process captured. If not add time for 5.5.1.5.1	COTR
5.4.2.2 Project and Activity Reporting	Weekly	COTR
5.5.1.7.2 Presentation Support	3 business days	COTR
5.5.1.7.3 Presentation Repository	On going	COTR

7.8 Deliverable Number 6: Information Assurance Governance Deliverables

The Contractor shall develop, provide, update, store and distribute the following deliverables as requested by the COTR:

Deliverable	Due Date	ICE Distribution
5.5.2.2 Policy Review	5 business days	ICE COTR
5.5.2.2 Draft Policy and Procedures	Project plan will be delivered within 5 business days for policies, handbooks. 5 business days for position papers and broadcast messages.	COTR (only policies and handbooks)
5.5.2.2 Policy Maintenance	On going	COTR
5.5.1.2.1 New ISA Generation	Project plan will be delivered within 5 business days.	COTR
5.5.1.2.2 Risk Analysis and Compensating Control	According the agreed upon project plan.	COTR

Recommendations		
5.5.1.2.3 ISA Tracking	On going	COTR
5.5.1.2.4 Maintenance of Historical ISA Information	On going	COTR
5.5.1.2.5 ISA Database Maintenance	On going	COTR
5.5.1.3.1 New Technology Reports	5 business days	COTR
5.5.1.3.2 New Business Processes Reports	5 business days	COTR
5.5.1.3.3 Undercover Investigation Support Reports	5 business days	COTR
5.5.1.4.1 Waiver/Exception Request Evaluation	3 business days	COTR
5.5.1.4.2 Ancillary Documents	3 business days on as needed basis	COTR
5.5.1.4.3 Tracking and Reporting	On going	COTR
5.5.1.5.1 Capture and Refinement of IAD Business Processes	5 business days for business process capture. 10 business days for business process reengineering.	COTR
5.5.1.5.2 Customer Support Packages	3 business days for packages where process captured. If not add time for 5.5.1.5.1	COTR
5.5.1.6.1 Operate and Maintain IAD Website	On going	COTR
5.5.1.6.2 Verify Website Functionality	Weekly unless exigent circumstances require more frequent checks.	COTR
5.5.1.6.3 Develop Website Content	On going	COTR
5.5.1.6.4 Threaded Discussion Support	On going	COTR
5.5.1.6.5 Coordinate Web Posting Guidance	On going	COTR
5.5.1.7.1 Project and Activity Reporting	Weekly	COTR
5.5.1.7.2 Presentation Support	3 business days	COTR
5.5.1.7.3 Presentation Repository	On going	COTR

7.9 Deliverable Number 7: Ad Hoc Reports

The Contractor shall develop, provide, update, store, and distribute ad-hoc reports as requested by the COTR. Examples include:

- Strategic, tactical, and business plans
- Risk Management Plan
- Budget planning and supporting materials
- Performance metrics and balanced scorecard
- Studies and analysis reports
- ICE IA policies, DHS security manuals, and other policy documentation reviews
- OIG, GAO, and other audit related reviews
- Security Assessment Reports (SARs)
- Plan of Action and Milestone (POA&M) Reports
- Certification Official Letters
- DAA Letters
- Risk Assessments
- Security Plans
- Security Test and Evaluation (ST&E) Test Plans and Results Report
- Contingency Plans
- Interconnection Security Agreements (ISA)
- DAA awareness materials, course synopsis, and outline
- ISSO Entry level training mapped to DHS ISSO Guide Analysis
- ICE course outlines, support materials, and plans for DHS security conference
- Quarterly ICE IA articles for OCIO publications
- NSS Program Management Plan and C&A documentation
- MA and GSS C&A documentation
- ICE Capital Investment Plan (CIP)

Frequency	Date of Submission	Copies	ICE Distribution
As needed	As needed	2 (electronic) copies	COTR
· ·			
			Contracting Officer

7.10 Deliverable Number 8: Quarterly GFP Inventory Listing

The Contractor shall provide the COTR a quarterly inventory listing of all GFP. The listing shall include but is not limited to identifying the task area, location and cost.

7.11 Deliverable Number 9: Cumulative End-of-Year Quarterly GFP Inventory Listing

The Contractor shall provide the COTR an end of option year inventory listing of all GFP. The listing shall include but is not limited to identify the task area, location, and cost

7.12 Deliverable Number 10: Cumulative Option Year ODC Listing

The Contractor shall provide the COTR a cumulative ODC listing of all the ODC for the Option Year. This shall include but is not limited to the task area, work number, month, cost, and status.

7.13 Ad Hoc Deliverables

All other Contract deliverables shall be delivered in accordance with instructions specified at the relevant sections of the SOW.

8.0 PROJECT PLAN AND SCHEDULE

The Contractor shall develop a Project Plan, outlining resources, activities, and milestones necessary to accomplish work specified in the SOW. 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 revised Project Plan schedule whenever a modification to the contract occurs. The Contractor shall provide the initial plan within thirty (30) days of award.

9.0 WORK PRODUCTS AND DELIVERY SCHEDULE

9.1 Work Product Number 1: Weekly Report

The Contractor shall provide separate weekly status reports for each Subtask listed in this Statement of Work to the COTR. The status report shall include accomplishments, status of ongoing activities, management issues, recommendations for problem resolution, and upcoming activities. The status report shall identify any completed travel and projects and provide planned travel, projected costs, and resources required for the next 30 days.

Frequency	Date of Submission	Copies	ICE Distribution	Description
Weekly	3rd working days after the end of the weekly reporting period	2 (Electronic) Copies	COTR Contract Specialist	Weekly report shall include: individual project schedules with resolurce use/allocation, status of all ingoing activities, issues with recommendations, upcoming projects/activities. Additionally any major meetings should be noted. Project Quad charts are also to be delivered weekly.

9.2 Work Product Number 2: Meeting Facilitation

- **9.2.1** Agenda Contractor shall generate draft agenda for all planned meetings with the Government. The agenda should identify the location if known, date, subject, invitees, and teleconference information.
- **9.2.2** Meeting Invitations Contractor shall facilitate the communication of meetings in support of SMOC functions.
- 9.2.3 Meeting Minutes Contractor shall capture the following information in the meeting minutes: location, date, subject, attendees, decisions, areas of non-agreement, and action items with the identity of individuals responsible for each action and the expected closure.
- **9.2.4** Copy the relevant information into the meeting minutes repository.

10.0 PROGRESS REPORTS, STATUS REPORTS & PROGRAM REVIEWS

10.1 Progress Reports

The Contractor shall prepare a monthly progress report. Initial reports are due to the COTR 30 days after award and every 30 days thereafter until the last month of performance; the final delivery will occur ten (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

10.2 Quarterly Status Report

The Contractor shall prepare a quarterly status report for the CO and the COTR. Generally, these reports should include accomplishments, any deviations from planned activities, field related issues, other issues, and planned activities for the next period. The reports are for the CO and COTR, and may be delivered in hardcopy or via electronic (e-mail). Additionally, the CO and/or the COTR may request imprompt meetings to discuss status or issues.

10.3 Program Reviews

The Contractor shall participate in quarterly Program Reviews with the COTR or designee 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. Budgets, schedules and other program related issues shall also be addressed when required. The program review is intended to be an informal executive summary of these events, and should require only minimal presentation time.

10.4 Project Plan and Schedule Deliverables

For all Project Plans and Schedules, the Contractor shall deliver one electronic copy of each deliverable. One copy should be delivered to the Director of the SOC/CSIRC Section and a second copy to the Director of Information Assurance Governance, one (1) copy of the letter of transmittal without attachments shall be delivered to the COTR and the contracting officer.

10.5 Cost/Schedule & Earned Value Management System (EVMS) Report

The Contractor shall submit monthly reports to the COTR. The reports must be prepared in sufficient detail to support OMB A-11 reporting requirements at Exhibits 53 and 300. The initial report is due 45 calendar days after Contract award and shall cover the first 30 days of Contract performance. Subsequent reports will be provided monthly and shall cover the 30-day period that began at the conclusion of the last reported period.

DHS requires use of EVM on all development contracts with a total contract value over \$20 million regardless of contract type if there is a significant amount of cost, schedule or performance risk associated with the development. In addition, EVM shall be used on all major investments (Level 1, Level 2, and IT Level 3) as defined in DHS Management Directive (MD) 1400.

10.6 Financial Reporting

The Contractor shall submit monthly reports to the ICE's COTR that must be prepared in sufficient detail to support OMB A-11 reporting requirements at Exhibits 53 and 300. The initial report is due forty-five calendar days after award and shall cover the first thirty days of performance. Subsequent reports will be provided monthly and shall cover the thirty-day period that began at the conclusion of the last reported period. The Contractor shall provide the required reports in accordance with the format provided by the COTR.

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 rate, 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.

10.7 Quality Assurance Reports

The Contractor shall deliver Quality Assurance Reports as follows: one (1) CD copy and one (1) paper copy to the TM, one (1) CD copy to the COTR with a letter of transmittal; and a letter of transmittal without attachment will be provided to the contracting officer.

11.0 PRODUCT ACCEPTANCE

Initial deliverables shall be considered draft versions and will be reviewed and accepted or rejected by the government within 10 working days. The documents shall be considered final upon receiving government approval.

12.0 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

The Contractor shall keep an inventory of Government-furnished equipment (GFE): laptop, aircard, USB token device, thumb drives. This information shall be made available to the COTR upon request. All information developed by the Contractor under this Task shall be the property of the Federal Government and provided to ICE upon request and at the end of the period of performance. Only official Government work shall be performed on GFE.

13.0 PLACE OF PERFORMANCE

All Contractor personnel will work off-site. Limited government work space may be available as needed by the contractors. *All computer work will be performed on GFE. Only official government work shall be performed on GFE. The Contractor must identify and provide the facilities, materials, and equipment and obtain the approval of the COTR.

The Contractor shall facilitate a C&A for their computer network and contract spaces (Also an ISA if required)

14.0 HOURS OF OPERATION

The Contractor shall ensure that all supporting personnel are available during ICE core hours (TBD). 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 working hours. The Contractor must plan and have the capability to provide 24x7, 365 days a year critical security support to mitigate the risk of a Day Zero attack with minimal notice, not to exceed 2 hours.

15.0 PERIOD OF PERFORMANCE

This requirement will consist of a 2-month base period with one 9-month option period and two one-year option periods. The base-year period will begin upon contract award.

Base Period	Upon Award	For 2 months
Option Period 1	End of Base Period	For 9 months
Option Period 2	End of Option Period 1	For 12 months
Option Period 3	End of Option Period 2	For 12 months

16.0 TRAVEL AND OTHER DIRECT COSTS (ODC'S)

Travel outside the local metropolitan Washington, DC area may be expected during performance of the resulting contract. Contractor personnel shall not be reimbursed for travel expenses for travel between their place of residence and their place of work. All travel required by the Contractor shall be approved in advance by the COTR. The Contractor must provide two weeks advanced notice for any travel required and submit one copy of the travel authorization form (Attachment 1). Travel and payment of per diem shall be in accordance with (IAW) JTR and DHS guidance.

The government does not foresee substantial requirements for recurring ODC expenditures for travel, training, or equipment against this contract. The Contractor shall propose anticipated ODCs with appropriate justification and explanation in its technical and cost proposals. Once accepted, proposed ODCs will be considered part of the total estimated cost of performance. Each travel, training, or equipment ODC expenditure shall be pre-approved by the COTR in accordance with the following guidance:

Other Direct Costs (ODCs) must be approved in advance by the COTR. The Contractor shall submit the ODC approval form (Attachment 2) to the COTR two weeks in advance of any ODCs.

17.0 ACCESSIBILITY REQUIREMENTS

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

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

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

36 CFR 1194.22 – Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches

such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then "1194.21 Software" standards also apply to fulfill functional performance criteria.

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

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

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

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

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

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

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

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

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

18.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (Aug 2008)

Note: This contract has the requirement for "sensitive/unclassified" and "classified" personnel security clearances: follow instructions in paragraph 18.1 for obtaining a "sensitive/unclassified "clearance, if a "classified" clearance is needed follow instructions in paragraph 18.2 below. There is a requirement that a limited number of contract support individuals must be cleared up to Top Secret with SCI caveats. The remaining contract staff must all have a trust level of 6C.

18.1 SECURITY REQUIREMENTS FOR SENSITIVE/UNCLASSIFIED CLEARANCES

The Department of Homeland Security (DHS) has determined that performance of the most tasks as described in this Task Order that requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

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