

Company Name:  
Capgemini Government Solutions, LLC

Contract Number:  
GS-10-F-037N (GS10F037N)

Order Number:  
HSCETC-09-F-00018 (HSCETC09F00018)

Requisition/Reference Number:  
192109DROEI000001

Period of Performance:  
9/30/2009 through 8/31/2010

Services Provided:  
Provides Bed Space, Transportation and Tracking  
(BST&T).

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 39

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

1. DATE OF ORDER 09/25/2009	2. CONTRACT NO. (If any) GS-10-F-0037N	6. SHIP TO: a. NAME OF CONSIGNEE Department of Homeland Security
3. ORDER NO. HSCETC-09-F-00018	4. REQUISITION/REFERENCE NO. 192109DROEIU00001	

5. ISSUING OFFICE (Address correspondence to) ICE/Info Tech Svcs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800-47 Attn: Hannah Moussa Washington DC 20536		b. STREET ADDRESS Detention and Removal Operations 500 12th Street, SW 2nd Floor	
		c. CITY Washington	e. ZIP CODE 20024

7. TO: a. NAME OF CONTRACTOR CAPGEMINI GOVERNMENT SOLUTIONS LLC		f. SHIP VIA
b. COMPANY NAME		8. TYPE OF ORDER

c. STREET ADDRESS 2250 CORPORATE PARK DRIVE SUITE 410		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY HERNDON		REFERENCE YOUR:	
e. STATE VA	f. ZIP CODE 201712899	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE ICE Detention & Removal	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

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

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: <span style="background-color: #cccccc; border: 1px solid black; padding: 2px;">b2High</span> This Task Order award, HSCETC-09-F-00018, is issued against the GSA MOBIS Schedule, SIN 874-1 to Capgemini Government Solutions, LLC, for Bed Space, Transportation and Tracking (BST&T) Phase Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Department of Homeland Security				\$1,277,749.71		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: DRO-FHQ-EIU Invoice.Consolidation@dhs.gov				\$1,277,749.71		
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Anthony M. Gomez, Jr. TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER  
09/25/2009

CONTRACT NO.  
GS-10-F-0037N

ORDER NO.  
HSCETC-09-F-00018

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>III.</p> <p>The Task Order is subject to the terms and conditions outlined in GSA Contract Number GS-10-F-0037N.</p> <p>Period of Performance: 09/30/2009 to 08/31/2012</p> <p>Base Year</p> <p>Period of Performance: 09/30/2009 to 08/31/2010</p>		LO	0.00	0.00	
0002	<p>Labor - Program Management Support (FFP)</p> <p>Fully Funded Obligation Amount \$688,878.28</p> <p>Incrementally Funded Amount: \$688,878.28</p> <p>Accounting Info:</p> <p>[REDACTED]</p> <p>b2High</p> <p>Funded: \$445,466.67</p> <p>Accounting Info:</p> <p>SCREMOV-830 SC 92-00-00-000</p> <p>18-50-0000-00-00-00-00</p> <p>GE-25-14-00-00-00000</p> <p>Funded: \$243,411.61</p> <p>Period of Performance: 09/30/2009 to 08/31/2010</p>	1	LO	688,878.28	688,878.28	
0003	<p>Labor - IT Solution Deployment (Labor Hour)</p> <p>Award Type: Labor-hour</p> <p>Fully Funded Obligation Amount \$558,871.43</p> <p>Incrementally Funded Amount: \$558,871.43</p> <p>Accounting Info:</p> <p>[REDACTED]</p> <p>b2High</p> <p>Funded: \$202,055.06</p> <p>Accounting Info:</p> <p>[REDACTED]</p> <p>b2High</p> <p>Funded: \$356,816.37</p> <p>Period of Performance: 09/30/2009 to Continued ...</p>	1	LO	558,871.43	558,871.43	

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

\$1,247,749.71

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

PAGE NO

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/25/2009

GS-10-F-0037N

HSCETC-09-F-00018

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	08/31/2010					
0004	Other Direct Costs - Travel - NTE \$30,000 (CR) Award Type: Cost Total Estimated Cost: \$30,000.00  Accounting Info: <div style="background-color: black; color: black; padding: 2px;">b2High</div> Funded: \$30,000.00	1	LO	30,000.00	30,000.00	
1001	Option Year 1 Amount: \$0.00 (Option Line Item) 08/25/2010 Period of Performance: 09/01/2010 to 08/31/2011		LO	0.00	0.00	
1002	Labor - Program Management Support (FFP) Amount: \$775,913.60 (Option Line Item) 08/25/2010				0.00	
1003	Labor - IT Solution Deployment (Labor Hour) Amount: \$629,532.10 (Option Line Item) 08/25/2010				0.00	
1004	Other Direct Costs - Travel - NTE \$30,000 (CR) Amount: \$30,000.00 (Option Line Item) 08/25/2010				0.00	
2001	Option Year 2 Amount: \$0.00 (Option Line Item) 08/25/2011		LO	0.00	0.00	
2002	Labor - IT Solution Deployment (Labor Hour) Amount: \$651,593.90 (Option Line Item) 08/25/2011				0.00	
2003	Labor - Program Management Support (FFP) Amount: \$803,100.28 (Option Line Item) 08/25/2011  Continued ...				0.00	

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

\$30,000.00

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

PAGE NO

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

DATE OF ORDER 09/25/2009  
CONTRACT NO. GS-10-F-0037N

ORDER NO. HSCETC-09-F-00018

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
2004	Other Direct Costs - Travel - NTE (\$30,000) Amount: \$30,000.00 (Option Line Item) 08/25/2011  The total amount of award: \$4,197,889.59. The obligation for this award is shown in box 17(i).				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						\$0.00

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

**B.1 PRICE/COST SCHEDULE**

Please refer to OF-347 aligning with the specific CLIN amounts.

**B.2 ITEMS TO BE ACQUIRED**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the following items of work: Project Management Support for Bed Space, Transportation, and Detainee Location Tracking (BST&T) Phase III.

**B.3 ORDERING ACTIVITY**

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

**B.4 CONTRACT CEILING**

The ceiling for this task order is \$4,197,889.59.

**B.5 TYPE OF CONTRACT**

This is a hybrid task order that is comprised of Labor Hour and Firm Fixed Price Cost Reimbursable ODC CLINS.

**B.6 NAICS/PSC**

NAICS Code: 541611, Business Management Consulting Services

PSC Code: R408 Professional Services/Program Management Support

**B.7 DEFINITION**

This Contract uses the term "Contract" to include task order.

**SECTION C: STATEMENT OF WORK**

**1.0 PROJECT TITLE**

Project Management Support for Bed Space, Transportation, and Detainee Location Tracking (BST&T) Phase III

**2.0 BACKGROUND**

Detention and Removal Operations (DRO) is responsible for promoting public safety and national security by ensuring the safe and efficient departure from the United States of all removable aliens through the fair enforcement of the nation's immigration laws. As such, DRO's core mission is the identification, apprehension, detention, and removal of inadmissible and deportable aliens from the United States. The resources and expertise of DRO are utilized to identify and apprehend illegal aliens, fugitive aliens, and criminal aliens. DRO manages them while in custody as they progress through the immigration proceedings as well as enforce removal orders. DRO is committed to enforcing the nation's immigration laws in a fair, effective, and professional manner.

DRO is experiencing increases in apprehension and detention rates of illegal aliens. To support this, DRO is increasing detention capacity and improving transportation asset usage. To maximize operational efficiency and further the mission of DRO, a systems modernization effort has been undertaken to support bed space management, transportation management and detainee location tracking.

**3.0 SCOPE OF WORK**

This Statement of Work (SOW) outlines the DRO requirements, objectives, and tasks necessary to support the implementation and deployment of Bed Space Transportation and Tracking (BST&T) Phase III. The Contractor shall provide management support services for BST&T Phase III, which will assist in the development, implementation, and continuous improvement of requirement definition, procedures, guidelines, and directives and facilitate organizational change management, user acceptance of information technology (IT) solutions, and ongoing assessment of the project goals and objectives. These documents and guidance will allow ICE to meet the project requirements and improve operations in an efficient and effective manner.

The three critical functions of the BST&T Phase III consist of the following:

1. Detainee Physical Tracking and Identification Verification (Detainee Location Tracking - DLT)
  - Monitor physical location of detainees within a detention facility
  - Verify alien/detainee identity and monitor passage of detainees through key checkpoints

2. Bed Space Planning and Management (Central Reservation System - CRS)

- Provide visibility into available bed space by location and type
- Match bed space requests to available bed spaces
- Proactively manage bed space inventory

3. Transportation Management System (TMS)

Support DRO and third party air and ground transportation services

Allocate and track transportation assets

Interface with internal and as well as external systems

The Contractor shall review and analyze all three components of the BST&T solution to ensure that DRO requirements and operational needs are met. Project management support services include the following areas:

Facilitate monthly DRO Management and DRO User Group meetings and provide stakeholder support for:

- Deployment planning and recommendations
- Alignment of business architecture in preparation for new systems
- Requirements definition, management and prioritization
- Organizational change management associated with implementation
- Evaluate BST&T deployment plan and implementation in response to changes in DRO operations, policies and procedures, and organizational influences

Ensure that DRO functional and business/administrative functional requirements are being met:

- Facilitate ongoing knowledge transfer with the System Integrator
- Evaluate the impact on business practices, policies and procedures as system requirements are implemented
- Assess functional requirements in conjunction with deployment strategy and existing business processes and business rules to identify areas of business process improvement
- Support DRO User Acceptance testing and formal system acceptance

Monitor DRO business and operations relevant to the BST&T solution:

- Perform assessments of systems that impact or interface with BST&T
- Incorporate updates and changes to existing Standard Operating Procedures (SOP) throughout the system implementation process
- Assist with the deployment of SOPs to the field via DRO Policy and Procedure Manual (DROPPM)
- Develop communications to ensure adherence to new SOPs

Perform project management and oversight support activities of the BST&T solution implementation specific to the DRO business roles and responsibilities:

- Provide routine status reporting
- Perform project issue identification and tracking and facilitate resolution and/or provide recommendations



- Participate in planning and implementation meetings with DRO and other project stakeholders
- Coordinate with DRO Headquarters, Field Area of Responsibilities (AOR) and Field Facilities to prepare for site implementations, to include planned site visits

#### **4.0 REGULATIONS, POLICY AND PROCEDURES**

The following comprise the statutory, regulatory, policy and operational considerations that will impact the Contractor. The Contractor shall be expected to become familiar with those affecting the work to be performed. Since these may change over time; the Contractor shall be expected to be knowledgeable of any changes and perform in accordance with the most current version including:

- Department of Homeland Security Management Directive (MD) 11035 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information.
- Department of Homeland Security Management Directive (MD) 11050.2 - Personnel Security and Suitability Program
- Other applicable Executive Orders and Management Directives
- Post Orders
- General Directives
- American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable through the Internet website [www.aca.org/bookstore/view.asp](http://www.aca.org/bookstore/view.asp)
- ICE/ DHS Officer's Handbook (draft or current edition, as issued)\*
- All rules and regulations governing usage of public buildings and grounds
- All other regulations provided to the Contractor by the Contracting Officer, either directly or through the COTR
- Computer Security Act of 2002
- The Patriot Act of 2001
- The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208
- Federal Acquisition Regulations (FAR) and Department of Homeland Security Acquisition Regulations (HSAR)
- Applicable facility codes, rules, regulations and policies
- Applicable Federal, state and local labor laws and codes
- Applicable Federal, state and local firearm laws, regulations and codes
- Alignment with external sources (e.g. state and local law enforcement organizations)

- Pre-clearance approvals are required for access to ICE field staff, facilities and information
- Existing lease agreements
- DHS Non-Disclosure Agreement Requirements
- Organizational Conflict of Interest Provisions

\*Some documents are under revision and being changed from Immigration and Naturalization Service (INS) to Immigration and Customs Enforcement (ICE). Current editions/versions apply.

## **5.0 SPECIFIC TASKS**

The objective of this SOW is to coordinate, implement, and provide project management support to DRO for the BST&T Phase III. The following tasks and activities are required:

- Provide project management support for the DRO BST&T project to include technical, program, and operational aspects
- Develop meeting, project and implementation documentation as well as other work products in an effort to maintain accurate project history, developments and completion efforts
- Prepare minutes and follow up documentation to support monthly DRO Management and User Group meetings
- Maintain a project issues log with resolution and/or recommendations
- Perform BST&T project document review and assessments
- Provide weekly reporting of BST&T project activities, key decisions, accomplishments and planned next steps
- Address all BST&T business requirements throughout the system life cycle
- Provide comprehensive oversight and support for user acceptance testing and system acceptance management to ensure the BST&T system meets DRO's operational needs and functional and non-functional requirements as well as aligns with the mission of the overall program
- Update user acceptance criteria and documentation throughout the system implementation based on the DRO Field Office scenarios
- Maintain a requirements traceability matrix to track met and unmet requirements throughout the IT solution deployment
- Prepare communication to support an organizational change management process; update project stakeholders and Senior Management; and facilitate system adoption

## **6.0 DELIVERABLES AND DELIVERY SCHEDULE**

The following table outlines the required deliverables and delivery schedule to support the roles and responsibilities specified in the SOW. The Contractor shall deliver draft versions,

HSECTC-09-F-00018 BED SPACE, TRANSPORTATION & TRACKING PHASE III

revised versions, and final versions of required BST&T documents as required until the deliverables are accepted as final.

No	Deliverables / Work Products	Delivery Schedule	Copies	Recipient
1.	DRO Management (Pre-Brief) Meeting Agenda and Presentation Materials	Third Tuesday of each month	2	Electronic copy: PM (1); COTR (1) with transmittal letter
2.	DRO Management (Pre-Brief) Meetings	Monthly	3	Electronic copy: PM (1); CO (1), COTR (1) with transmittal letter
3.	DRO Management (Pre-Brief) Meeting Minutes	3rd business day after meeting	2	Electronic copy: PM (1); COTR (1) with transmittal letter
4.	DRO User Group Meeting Agenda and Presentation Materials	Monthly	3	Electronic copy: PM (1); CO (1), COTR (1) with transmittal letter
5.	DRO User Group Meetings	Third Wednesday of each month	2	Electronic copy: PM (1); COTR (1) with transmittal letter
6.	DRO User Group Meeting Minutes	5th business day after meeting	2	Electronic copy: PM (1); COTR (1) with transmittal letter
7.	DRO BST&T Issues Log	Third Tuesday of each month	2	Electronic copy: PM (1); COTR (1) with transmittal letter
8.	Project Planning and Implementation Meetings	Monday and Wednesday of each week	2	Electronic copy: PM (1); COTR (1) with transmittal letter
9.	AOR Advance Team Site Visit Report	7th business day after the conclusion of each site visit	2	Electronic copy: PM (1); COTR (1) with transmittal letter
10.	User Case Development and Acceptance Criteria	As required for each IT solution pilot deployment	2	Electronic copy: PM (1); COTR (1) with transmittal letter
11.	User Case Documentation Updates	As required for each IT solution pilot deployment	2	Electronic copy: PM (1); COTR (1) with transmittal letter
12.	Requirements Traceability Matrix	Biweekly – Thursday	2	Electronic copy: PM (1); COTR (1) with transmittal letter
13.	Interface Assessments and Recommendations	As required for each interface component of the IT solution deployment	2	Electronic copy: PM (1); COTR (1) with transmittal letter
14.	Project Document	As needed based on	2	Electronic copy: PM (1);

No	Deliverables / Work Products	Delivery Schedule	Copies	Recipient
	Assessments and Review Results	the project document development schedule		COTR (1) with transmittal letter
15.	DRO Policy and Procedures Manual Updates	As needed based on the project document development schedule	2	Electronic copy: PM (1); COTR (1) with transmittal letter
16.	Status Reports	Weekly – Tuesday	2	Electronic copy: PM (1); COTR (1) with transmittal letter
17.	Project Status Meetings	As required	2	Electronic copy: PM (1); COTR (1) with transmittal letter
18.	DRO BST&T Project Update Communication	As required	2	Electronic copy: PM (1); COTR (1) with transmittal letter
19.	DRO Organizational Change Management Impacts and Recommendations	As required	2	Electronic copy: PM (1); COTR (1) with transmittal letter
20.	Project Assessment and Recommendations	As required	2	Electronic copy: PM (1); COTR (1) with transmittal letter

All Contractor deliverables shall be deemed acceptable if the documents adequately cover all required topics as specified in the SOW and/or stipulated by the COTR or designated DRO point of contact; are professionally prepared in terms of format and clarity; and are delivered within the required time frame based on the delivery schedule or agreed upon deadline.

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

### 7.0 GOVERNMENT POINTS OF CONTACT

All Contractor deliverables shall be submitted to the designated DRO point of contact(s) and COTR for review and acceptance. The point of contact will be determined after date of Contract award.

### 8.0 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

#### 8.1 General Information

- A. Documentation relevant to the BST&T Phase III will be provided to the Contractor upon Contract award.

- B. The Contractor shall be provided and shall use or operate in a responsible manner Government furnished property deemed necessary by the Government to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all Government provided equipment in accordance with the terms and conditions of this Contract.

#### **8.1.1 Use of Government Property**

- A. Government property shall be used for official Government business only in the performance of this Contract. The Contractor or the Contractor's employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall reimburse the Government for expenses associated with misuse or abuse of Government furnished property or equipment by the Contractor's employees.
- B. The Contractor will certify in writing all licenses and permits issued to the Contractor or Contractor employees required by law for the use and operation of Government furnished property or equipment.

#### **8.1.2 Accountability of Government Property**

- A. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or conclusion of the Contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Contract. A Government property receipt form will be used for the Contractor to acknowledge the receipt of all Government-issued property.
- B. Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees. Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.
- C. Unless otherwise specified, the Government is responsible for the repair and maintenance of Government furnished property. The Contractor is responsible for the timely reporting, as identified herein, to the COTR of any property deficiencies or losses. The Contractor shall identify loss or damage to Government-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform monthly inventories of all Government-furnished property. Inventory reports shall be in writing using a Government form or format approved by the COTR.

### **8.1.3 Safeguarding Government Property**

- A. The Contractor shall take all reasonable precautions, as directed by the Government or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.
- B. If the work under this Contract requires that the Contract employees have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the Government or to other private parties performing or seeking to perform work for the Government, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by the CO. Violations of this policy may result in Contractual actions being taken, up to and including termination for default. Additionally, the Government may pursue any legal remedies at its disposal if the unauthorized use of the information/property is prosecutable under law.

### **9.0 PLACE OF PERFORMANCE**

The Contractor shall provide this support to DHS/ICE DRO requirement on-site at the Potomac Center North Building located at 500 12<sup>th</sup> Street, S.W., Washington, DC, 20024.

Normal operations must be carried on during an 8 hour period between the hours of 8:00 a.m. and 6:00 p.m. EDT, Monday through Friday except Federal holidays, unless otherwise authorized by the COTR.

### **10.0 TRAVEL**

The Contractor shall be required to travel to specific DRO Field Offices in coordination with the planned nationwide deployment of the BST&T Phase III. Approximately six trips will be required during this Period of Performance.

Advanced notice and approval must be provided for all required travel.

### **11.0 PERIOD OF PERFORMANCE**

The Period of Performance shall consist of an eleven-month based period and two (2) twelve-month option periods. The base period will begin upon award.

### **12.0 KEY PERSONNEL REQUIREMENT**

Under this contract, the Program Manager is designated as Key Personnel. The Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed Key Personnel meet the requirements proposed for the task. The key personnel who will work on the project shall be specified by name. The Contracting Officer (CO) must approve the proposed Key Personnel prior to his/her assignment under this

Contract. The Contractor shall not replace the Key Personnel without submitting a key Personnel Resume to the CO for her/his approval. The CO and COTR have the right to request the replacement of a Key Personnel that does not meet performance standard expectations. The Government has the right of refusal for any personnel assigned to these tasks.

Key personnel shall only be replaced with people of comparable skill and experience level, and the Contractor shall obtain approval from the Government prior to any key personnel replacement.

Upon Contract award, resumes must be provided for all personnel who will be working on the project. Approval from the Government for all personnel shall be obtained before work may begin.

### **13.0 OVERTIME**

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

### **14.0. OTHER DIRECT COSTS (ODC)**

The Government does not foresee substantial requirement for recurring ODC expenditures for training or equipment against this Contract. ODCs will be considered part of the total estimated cost of performance. Each training or equipment ODC expenditure shall be pre-approved by the COTR.

**SECTION D: PACKAGING AND MARKING**

***NOT APPLICABLE***

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**SECTION E: INSPECTION AND ACCEPTANCE**

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

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

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

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

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

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

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

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

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

(2) Terminate the contract for default.

(End of clause)

**52.246-6 INSPECTION OF SERVICES—TIME AND MATERIAL AND LABOR HOUR (2001).**

(a) *Definitions.* As used in this clause—

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

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

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

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the

former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

**SECTION F: DELIVERIES OR PERFORMANCE**

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

Work shall be performed at the Government's facility. See Section C, Statement of Work (9.0).

**F.2 PERIOD OF PERFORMANCE**

The period of performance consists of a base period of eleven months and two (2) twelve-month option periods.

**F.3 PRINCIPAL PLACE OF PERFORMANCE**

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

**F.4 DELIVERY SCHEDULE**

Required deliverables and delivery schedules are established in Section C, Statement of Work (6.0), and determined in coordination with the COTR.

**SECTION G: CONTRACT ADMINISTRATION DATA**

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

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

**G.2 TECHNICAL DIRECTION AND SURVEILLANCE**

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

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

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

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

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

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

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

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

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

Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within thirty (30) days after receipt of the Contractor's Letter that:

(1) the technical direction is rescinded in its entirety; or

(2) the technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the Contractor should continue with the performance of the technical direction.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the Project Officer whom the Contracting Officer shall appoint shall be at the Contractor's risk.

### **G.3 INVOICES**

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

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

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

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

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

a. By mail

DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
ATTN: DRO-FHQ-EIU

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

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

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

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

An invoice must include:

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in

accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.

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

Invoices without the above information may be returned for resubmission.

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

Contract Specialist: Hannah Moussa: (202)732-

b6

b6

Contracting Officer's Technical Representative: Mai Mozelle, (202)732-

b6

b6

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

For the purpose of this contract, the Contracting Officer's Technical Representative shall be: Mai Mozelle.

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

Task Order Contract Specialist

Hannah Moussa, (202) 732-

b6

b6

Task Order Contracting Officer

Anthony Max Gomez, Jr, (202) 732-

b6

b6

Finance Office/Invoice Address

DHS ICE

Burlington Finance Center (BFC)

P.O. Box 1620

Williston, VT 05495-1620

Attn: DRO-FHQ-EIU



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

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

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

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract\_HSCETC -09-F-00018 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.

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

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

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

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. 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 DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

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

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

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

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

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

The Contractor 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.

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

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

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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.

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

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to

include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor 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.

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

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

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

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

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

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or

other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

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

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

ICE has determined that performance of this contract will require that the Contractor, Subcontractor(s), and associated vendor(s), etc. (herein known as Contractor), will be required to access sensitive information in accordance with all applicable Component policies and DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information, National Security Information in accordance with all applicable Component policies and DHS 4300B. To ensure the security of the DHS/ICE information in their charge, ICE Contractors and Subcontractors must adhere to the same computer security requirements and regulations as ICE federal employees unless an exception to policy is agreed to by the prime Contractors, ICE ISSM and Contracting Officer and detailed in the contract. The DHS Rules of Behavior document applies to both DHS federal employees and DHS support Contractors and Subcontractors.

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

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

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

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

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

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

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

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

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission. The security requirements include, but are not limited to, how the Department of Homeland Security's sensitive information is to be handled and protected at the Contractor's site, (including any information stored, processed, or transmitted using the Contractor's computer systems), the background investigation and/or clearances required, and the facility security required. This requirement includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include—

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

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

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

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

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

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

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

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

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

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

**SECTION I: CONTRACT CLAUSES**

**TASK ORDER TERMS AND CONDITIONS**

This Task Order will be issued in accordance with the Terms and Conditions of GSA MOBIS Schedule 874 Contract.

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

- 52.202-1 Definitions (July 2004)
- 52.203-5 Covenant Against Contingent Fees (Apr 1984)
- 52.203-7 Anti-Kickback Procedures (Jul 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
- 52.227-14 Rights in Data, General Alternate – I – V (Dec 2007)
- 52.232-11 Extras (Apr 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)
- 52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003)
- 52.239-1 Privacy or Security Safeguards (Aug. 1996)
- 52.246-4 Inspection of Services – Fixed Price (Aug 1996)
- 52.246-6 Inspection of Services – Time and Material and Labor Hour (May 2001)
- 52.249-8 Default (Fixed Price Supply and Services) (April 1984)

(End of clause)

**I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of expiration of the current period of performance.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary



written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 35 months.

(End of clause)

**I.4 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION  
SERVICES (JUNE 2007)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

**I.5 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)**

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

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

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

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

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

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

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

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

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

(e) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation

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

(End of clause)

**L.6 3052.204-71 CONTRACTOR EMPLOYEE ACCESS, ALTERNATE I (JUN 2006)**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer

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

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

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

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

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

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

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

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

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

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

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

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

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

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

(End of clause)

#### **I.7 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)**

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

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

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subContractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

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

(End of clause)

**I.8 3052.211-70 INDEX FOR SPECIFICATIONS (DEC 2003)**

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

(End of clause)

**I.9 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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

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

The Key Personnel under this Contract:

Barbara Rosenbaum, Program Executive

(End of clause)

**I.10 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations

Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

**I.11 3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)**

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

**I.12 3052.228-70 INSURANCE (DEC 2003)**

In accordance with the clause entitled "Insurance - Work on a Government Installation" [*or Insurance - Liability to Third Persons*] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of clause)

**I.13 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)**

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

(End of clause)

**I.14 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE  
(DEC 2003)**

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

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

(End of clause)