

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

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

1. DATE OF ORDER 09/12/2012	2. CONTRACT NO. (if any) GS00Q09BGD0060	6. SHIP TO:	
3. ORDER NO. HSBP1012F00316		4. REQUISITION/REFERENCE NO. 0020068398	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave., NW NP 1310 Washington DC 20229		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
		b. STREET ADDRESS	
		c. CITY	d. STATE e. ZIP CODE
		f. SHIP VIA	

7. TO:		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR UNISYS CORP		<input type="checkbox"/> a. PURCHASE -- Reference Your . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
b. COMPANY NAME			
c. STREET ADDRESS 11720 PLAZA AMERICA DR TOWER III			
d. CITY RESTON	e. STATE VA	f. ZIP CODE 20190	

9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED		10. REQUISITIONING OFFICE CBP/OIT/TASPO (b) (6) 571 (b) (6) (b) (6) @DHS.GOV	
--	--	--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	Destination	
<input type="checkbox"/> e. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/01/2012	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)	Acct
10	(b) (4)	1.000	AU	(b) (4)	(b) (4)	
20	(b) (4)	1.000	AU	(b) (4)	(b) (4)	
30	(b) (4)	1.000	AU	(b) (4)	(b) (4)	
40	(b) (4)	1.000	AU	(b) (4)	(b) (4)	
50	(b) (4)	1.000	AU	(b) (4)	(b) (4)	
60	(b) (4)	1.000	AU	(b) (4)	(b) (4)	
70	(b) (4)	1.000	AU	(b) (4)	(b) (4)	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h)TOT (Cont. pages)
21. MAIL INVOICE TO:						
SEE BILLING		a. NAME DHS - Customs & Border Protection		National Finance Center		(b) (4)
INSTRUCTIONS		b. STREET ADDRESS (or P.O. Box) PO Box 68908				
REVERSE		c. CITY Indianapolis		d. STATE IN	e. ZIP CODE 46268	17(i) GRAND TOTAL \$95,936,043.39

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Hyun Jung Koo TITLE CONTRACTING/ORDERING OFFICER
---	---

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE OF PAGES

2 4

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

1. DATE OF ORDER
09/12/2012

2. CONTRACT NO. (if any)
GS00Q09BGD0060

3. ORDER NO.
HSBP1012F00316

17 SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt.
80	(b) (4)	1,000	AU	(b) (4)	(b) (4)	
90		1,000	AU			
100		1,000	AU			
110		1,000	AU			
120		1,000	AU			
130		1,000	AU			
140		1,000	AU			
150		1,000	AU			
160		1,000	AU			
170		1,000	AU			
180		1,000	AU			
190		1,000	AU			
200		1,000	AU			
210		1,000	AU			
220		1,000	AU			
230		1,000	AU			
240		1,000	AU			
250		1,000	AU			
260		1,000	AU			
270		1,000	AU			
280		1,000	AU			
290		1,000	AU			
300		1,000	AU			
310		1,000	AU			
320		1,000	AU			
330		1,000	AU			
340		1,000	AU			
350		1,000	AU			
360		1,000	AU			

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE OF PAGES

3 4

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

1. DATE OF ORDER
09/12/2012

2. CONTRACT NO. (if any)
GS00Q09BGD0060

3. ORDER NO.
HSBP1012F00316

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
370	(b) (4)	1,000	AU	(b) (4)	(b) (4)	
380		1,000	AU			
390		1,000	AU			
400		1,000	AU			
410		1,000	AU			
420		1,000	AU			
430		1,000	AU			
440		1,000	AU			
450		1,000	AU			
460		1,000	AU			
470		1,000	AU			
480		1,000	AU			
490		1,000	AU			
500		1,000	AU			
510		1,000	AU			
520	1,000	AU				

DATE OF ORDER 09/12/2012	CONTRACT NO. (if any) GS00Q09BGD0060	ORDER NO. HSBP1012F00316	PAGE OF PAGES 4 4
-----------------------------	---	-----------------------------	----------------------

Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

This cost-plus fixed-fee task order, HSBP1012F00316, is issued to Unisys Corporation (Unisys) for Information Technology (IT) Operations and Maintenance (O&M), Upgrades, Updates, Modifications and Enhancements for the United States Customs and Border Protection (CBP) Office of Information and Technology Targeting and Analysis Systems Program Office (TASPO).

The task order is placed against the Unisys General Services Administration (GSA) Alliant contract GS00Q09BGD0060. All terms of the CBP task order and the Unisys GSA Alliant contract are in full force and effect.

Period of Performance:

BASE: 9/15/12-9/14/13
OPTION I: 9/15/13-9/14/14
OPTION II: 9/15/14-9/14/15
OPTION III: 9/15/15-9/14/16
OPTION IV: 9/15/16-9/14/17

The attached Unisys Performance Work Statement is incorporated into the task order.

Reference: Unisys Technical Proposal dated June 8, 2012, Quality Assurance Plan dated June 8, 2012, FPR Addendum dated August 8, 2012.

Pricing is consistent with the Unisys Cost Proposal dated August 17, 2012.

Contracting Officer's Representative (COR): (b) (6), 571-(b) (6) (b) (6)@dhs.gov; see attached COR designation letter;

Please send all invoices to (see clause I.25 for details)

1. CBPInvoices@dhs.gov
2. (b) (6)@dhs.gov
3. (b) (6)@dhs.gov
5971 Kingstowne Village Pkwy.
Alexandria, VA 20598
4. CBP
National Finance Center
(see block 21 for address)

Attachments:

1. Performance Work Statement

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1012F00316**

I.1 CLINs/SCHEDULE OF SUPPLIES/SERVICES

Base Period			
ITEM NO	SERVICES	OBLIGATED VALUE	CEILING
001	Information Technology (IT) Operations and Maintenance (O&M), Upgrades, Updates, Modifications and Enhancements	(b) (4)	(b) (4)
002	FIXED FEE		
003	OTHER DIRECT COSTS - NOT TO EXCEED		
004	CONTRACT ACCESS FEE		
005	TRANSITION		
	BASE PERIOD TOTAL	\$95,936,043.62	\$95,936,043.62

OPTION YEAR I			
ITEM NO	SERVICES	OBLIGATED VALUE	CEILING
101	Information Technology (IT) Operations and Maintenance (O&M), Upgrades, Updates, Modifications and Enhancements		(b) (4)
102	FIXED FEE		
103	OTHER DIRECT COSTS - NOT TO EXCEED		
104	CONTRACT ACCESS FEE		
	OPTION PERIOD I TOTAL		

OPTION YEAR II			
ITEM NO	SERVICES	OBLIGATED VALUE	CEILING
201	Information Technology (IT) Operations and Maintenance (O&M), Upgrades, Updates, Modifications and Enhancements		(b) (4)
202	FIXED FEE		
203	OTHER DIRECT COSTS - NOT TO EXCEED		
204	CONTRACT ACCESS FEE		
	OPTION PERIOD II TOTAL		

OPTION YEAR III			
ITEM NO	SERVICES	OBLIGATED VALUE	CEILING
301	Information Technology (IT) Operations and Maintenance (O&M), Upgrades, Updates, Modifications and Enhancements		(b) (4)
302	FIXED FEE		
303	OTHER DIRECT COSTS - NOT TO EXCEED		
304	CONTRACT ACCESS FEE		

OPTION PERIOD III TOTAL	(b) (4)
-------------------------	---------

OPTION YEAR IV			
ITEM NO	SERVICES	OBLIGATED VALUE	CEILING
401	Information Technology (IT) Operations and Maintenance (O&M), Upgrades, Updates, Modifications and Enhancements		(b) (4)
402	FIXED FEE		
403	OTHER DIRECT COSTS – NOT TO EXCEED		
404	CONTRACT ACCESS FEE		
OPTION PERIOD IV TOTAL			

TASK ORDER TOTAL	OBLIGATED VALUE	TOTAL ESTIMATED POTENTIAL VALUE
	\$95,936,043.62	(b) (4)

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2574USCSGLCS0923060000Z00012400AP0704010200 IS5012574	(b) (4)
20	6100.2574GLCS0923060000ZJU412121R0HQ01 IU5012574	
30	6100.2574USCSGLCS0923060000Z00012400HQ0104010200 IU5012574	
40	6100.2574USCSGLCS0923060300Z63F12400AP0502050600 IU5322574	
50	6100.2574USCSGLCS0923060000Z63F12165HQ0102051100 IS5302574	
60	6100.2525USCSGLCS0901010200Z00012400HQ0105020100 JD0102525	
70	6100.2574USCSGLCS0923060400Z63F12400HQ0104010300 IU5442574	
80	6100.2574USCSGLCS0923060000Z63F12400AP0704010200 IU5012574	
90	6100.2574USCSGLCS0923060000Z63F12400AP0104010200 IU5012574	
100	6100.2574USCSGLCS0923060000Z63F12400AP0104010200 IU5012574	
110	6100.2574USCSGLCS0923060400Z63F12400AP0704010200 IU5452574	
120	6100.2574USCSGLCS0923060400Z63F12400AP0704010200 IU5452574	
130	6100.2574USCSGLCS0923060400Z63F12400AP0704010200 IU5452574	
140	6100.2574USCSGLCS0923060400Z63F12400AP0704010200 IU5452574	
150	6100.2574USCSGLCS0923060000Z84F12400AP0102030300 TR2022574	
160	6100.2574USCSGLCS0923060000Z00010165HQ0102051100 TA4002574	
170	6100.2574GLCS0923060400ZJU812124R0AP07 IU5012574	
180	6100.2574USCSGLCS0923060400Z00012400AP0704010200 IU5452574	
190	6100.2574USCSGLCS0923060400Z00012400AP0704010200 IU5452574	
200	6100.2574USCSGLCS0923060400Z00012400AP0704010200 IU5452574	
210	6100.2574USCSGLCS0923060400Z00012400AP0704010200 IU5452574	
220	6100.2574USCSGLCS0923060400Z00012400AP0704010200 IU5452574	
230	6100.2574USCSGLCS0923060300Z00012400AP0104010200 IU5372574	
240	6100.2574USCSGLCS0923060400Z00012400HQ0104010200 IU5412574	
250	6100.2574USCSGLCS0923060400Z00012400HQ0104010200 IU5412574	
260	6100.2574USCSGLCS0923060400Z00012400HQ0104010200 IU5412574	
270	6100.2574USCSGLCS0923010100Z00012400AP0602051400 IS5362574	
280	6100.2574USCSGLCS0923060300Z00012400AP0704010200 IU5372574	
290	6100.2574USCSGLCS0923060400Z00012400HQ0104010200 IU5412574	
300	6100.2574USCSGLCS0923060400Z00012400HQ0104010200 IU5412574	

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
310	6100.2574GLCS0923060000ZJGW12124R0HQ01 IU5012574	(b) (4)
320	6100.2574USCSGLCS0923060000Z000124R1HQ0102001700 NF1542574	
330	6100.2574USCSGLCS0923060300Z00012400AP0804050100 IU5372574	
340	6100.2574USCSGLCS0923060300Z00012400AP0704010200 IU5372574	
350	6100.2574USCSGLCS0923060300Z00012400AP0704010200 IU5372574	
360	6100.2574USCSGLCS0923060300Z00012400AP0302050800 IU5372574	
370	6100.2574USCSGLCS0923060300Z00012400AP0302050800 IU5372574	
380	6100.2574USCSGLCS0923060300Z00012400AP0104010200 IU5372574	
390	6100.2574USCSGLCS0923060300Z00012400AP0104010200 IU5372574	
400	6100.2574USCSGLCS0923060400Z00012400AP0704010200 IU5412574	
410	6100.2574GLCS0923060000ZJV212124R0HQ01 IU5012574	
420	6100.2574USCSGLCS0923060000Z00012166HQ0104010200 IS5012574	
430	6100.2574USCSGLCS0923060300Z00012400AP0602051400 IU5362574	
440	6100.2525USCSGLCS0923060000Z00012400HQ01060556IF IS5012525	
450	6100.2525USCSGLCS0923060400Z00009165HQ0104010200 IU5432525	
460	6100.2574USCSGLCS0923060400Z00012440AP0704010200 IU5452574	
470	6100.2574USCSGLCS0923060000Z00012400BN0101002900 IU5012574	
480	6100.2574GLCS0923060000ZJT812124R0HQ01 IU5012574	
490	6100.2574USCSGLCS0923060400Z00010165HQ0102051100 IU5432574	
500	6100.2574USCSGLCS0923060400Z00010165HQ0102051100 IU5432574	
510	6100.2574USCSGLCS0923060400Z00010165HQ0102051100 IU5432574	
520	6100.2574GLCS0923060400ZJU412121R0HQ01 IU5012574	

I.3 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

I.4 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007)

I.5 52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)

I.6 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

CUSTOMS AND BORDER PROTECTION

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

I.7 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.
- (b) The Contractor shall comply with--
 - (1) The Security Agreement (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.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

I.8 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 10 DAYS.

(End of clause)

I.9 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 10 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 DAYS 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 5 YEARS.

(End of clause)

I.10 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed * 0 or the overtime premium is paid for work--
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

I.11 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data-- General clause contained in this contract) in and to the technical data contained in the proposal dated JUNE 8, 2012, upon which this contract is based.

(End of clause)

I.12 52.232-22 LIMITATION OF FUNDS (APR 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -
 - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract, and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of -
 - (i) The amount then allotted to the contract by the Government or;
 - (ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of -
 - (1) The amount previously allotted by the Government or;
 - (2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

I.13 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of

award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

- (b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--
 - (1) Apply the current system to the contract; and
 - (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.
- (d) The Contracting Officer may require an IBR at--
 - (1) Exercise of significant options; or
 - (2) Incorporation of major modifications.
- (e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.
- (g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:
[EVMS_SUBCONTRACTOR1]
[EVMS_SUBCONTRACTOR2]
[EVMS_SUBCONTRACTOR3]

(End of clause)

I.14 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 10 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.

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

(End of Clause)

I.15 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

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

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

(End of Clause)

I.16 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 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.