

# ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER <b>2/19/10</b>	2. CONTRACT NO. (if any) CM130105CT0001
3. ORDER NO. HSBP1010F00089	4. REQUISITION/REFERENCE NO. 002005421
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 Procurement Directorate - NP 1310 Indianapolis IN 46278	

6. SHIP TO:		
a. NAME OF CONSIGNEE See Attached Delivery Schedule		
b. STREET ADDRESS		
c. CITY	d. STATE	e. ZIP CODE
f. SHIP VIA		

7. TO:		
a. NAME OF CONTRACTOR INFOPRO INC		
b. COMPANY NAME		
c. STREET ADDRESS 8200 GREENSBORO DR (SUITE 1450)		
d. CITY MCLEAN	e. STATE VA	f. ZIP CODE 22102-3892

8. TYPE OF ORDER	
<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.	

9. ACCOUNTING AND APPROPRIATION DATA		
CONTRACTOR TIN: <b>b(4)</b>		
12. F.O.B. POINT Other		

10. REQUISITIONING OFFICE <b>b(6)</b>	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL
<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 02/19/2010	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
10	OTD - FACTS	1.000	AU	<b>b(4)</b>		
20	E3 O&M	1.000	AU			
30	ER O&M	1.000	AU			
40	BPETS 2 O&M	1.000	AU			
50	OA-SAP O&M	1.000	AU			
60	SEACATS O&M	1.000	AU			
70	CBP Mixed Financials	1.000	AU			

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		<b>b(4)</b>	TOT. (Cont. pages)
21. MAIL INVOICE TO:							
a. NAME DHS - Customs & Border Protection		National Finance Center					
b. STREET ADDRESS (or P.O. Box) PO Box 68908							
c. CITY Indianapolis		d. STATE IN	e. ZIP CODE 46268		\$15,007,649.31	17(i) GRAND TOTAL	

22. UNITED BY (Signature) <b>b(6)</b>	23. NAME (Typed) BRUCE D. WOOD TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES**  
**Schedule - Continuation**

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

1. DATE OF ORDER

2. CONTRACT NO. (if any)  
CM130105CT000T

3. ORDER NO.  
HSBP1010F00089

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
80	COSS - Cobra	1.000	AU	b(4)		
90	Remedy	1.000	AU			
100	CBP-Mixed Web	1.000	AU			
110	CBPnet-Sharepoint	1.000	AU			
120	WCR - Mgmt	1.000	AU			
130	WCR-Web Hosting	1.000	AU			
140	WCR-CBP Mixed Sharepoint	1.000	AU			
150	SBI	1.000	AU			
160	TIO - AE	1.000	AU			
170	TIO - CM	1.000	AU			
180	TIO - User Support	1.000	AU			
190	TIO - Security	1.000	AU			
200	TOMIS Support	1.000	AU			
210	TIO - AE	1.000	AU			
220	TIO - CM	1.000	AU			
230	TIO - Security	1.000	AU			
240	IA - Badges/Credentials - Requirements	1.000	AU			
250	IA - Badges/Credentials - Development	1.000	AU			
260	IA - Badges/Credentials - Enterprise Rep	1.000	AU			
270	IA - Badges/Credentials - TIO - CM	1.000	AU			
280	IA - Badges/Credentials - TIO - Security	1.000	AU			

DATE OF ORDER	CONTRACT NO. (if any) CM130105CT0007	ORDER NO. HSBP1010F00089	PAGE OF PAGES 3 OF 3
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**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](mailto:cbpinvoices@dhs.gov).

**NOTES:**

Cost Plus Fixed Fee Task Order issued in accordance with the terms and conditions of this award action, the Statement of Work (Attachment 1), The contractor's technical proposal dated 6/25/2009 revised to add the information about balancing the amount of work done by the Prime and the subcontractor's (see below\*), the (attachment and cost proposal (appendix 2) revised 2/15/2010, the Key Personnel and technical staffing addendum to the technical response dated July 6, 2009, The Contractors supporting cost information for themselves and their subcontractor's and GSA GWAC Contract CM1301-05-CT-0007 are incorporated by reference.

Transition Period begins Date of Award for 1.5 months and the remainder of the base period begins at the end of the transition period. The cumulative period of performance for the transition and base period is one year.

Option 1 is hereby awarded, but not exercised for the period of 12 months following end of base period of performance.

Option to Extend Services/Transition Out is hereby awarded, but not exercised for a period not to exceed 6 months upon the conclusion of Option 1.

Not to exceed Ceiling amounts for the periods of performance are identified in the attached terms and conditions.

This requirement is incrementally funded. See Clause H8, Page 17.

Funds currently available are from line items 10 through 280 and total a current not to exceed amount of \$15,007,649.31.

Appropriations and accounting data for these funding line items are included in the award, under Part I- The Schedule as page 3(a).

Modifications will be done to add additional funds as they are made available.

\*Pursuant to InfoPro's response dated 2/12/2010, InfoPro will be handling 50% or more of the work within 6-12 months of the contract award.

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**SCHEDULE OF SUPPLIES/SERVICES**

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**Item Number:** 00010 **Line Item (Priced/Information/Option):**  
**Supplies/Services:** Border Enforcement Management Systems Program Office (BEMSO operational maintenance and software development services. Transition In- Performed during: Base Period. Performance to begin date of award for 1.5 months of the Base Period.  
Cumulative Not to Exceed Amount (cost details are incorporated by reference) for Transition- In:  
Subtotal Cost: b(4)  
Fixed Fee b(4)  
Total Cost Plus- Fixed Fee for the Transition period: b(4)

**Item Number:** 00020 **Line Item (Priced/Information/Option):**  
**Supplies/Services:** Border Enforcement Management Systems Program Office (BEMSO operational maintenance and software development services.-Not to exceed amount for Support for remainder of the Base period of ten and one-half months to include other direct costs inclusive of travel.  
  
Base Period (continued)  
Remainder of Base Year .Cumulative Not to Exceed Amount- (cost details are incorporated by reference)-  
Subtotal Costs: b(4)  
Fixed Fee b(4)  
Total Cost Plus- Fixed Fee for the remaining base period: b(4)

**Item Number:** 00030 **Line Item (Priced/Information/Option):**  
**Supplies/Services:** Border Enforcement Management Systems Program Office (BEMSO operational maintenance and software development services.-Contractor Support for Option Period 1 for 1 year.  
Cumulative not to exceed amount- (cost details are incorporated by reference):  
Subtotal Costs: b(4)  
Fixed Fee b(4):  
Total Cost Plus- Fixed Fee for Option 1: b(4)

**Item Number:** 00040 **Line Item (Priced/Information/Option):**  
**Supplies/Services:** Border Enforcement Management Systems Program Office (BEMSO operational maintenance and software development services- Performed during: the Option to Extend Services for a period not to exceed six-months for Transition-Out after the completion of option period 1. This performance period is separate from Option 1 and is included to estimate costs for an option to extend services should a need arise.  
Option to Extend Services: not to exceed 6 months  
Cumulative Not to Exceed Amount (cost details are incorporated by reference):  
Subtotal Cost: b(4)  
Fixed Fee b(4):  
Total Cost Plus Fixed Fee for Transition Out option to extend b(4)

Cumulative of transition, remainder of base period, option 1 and Option to Extend Services:  
\$57, 218, 161.85

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA  
FOR  
DELIVERY ORDER: HSBP1010F00089**

**I.1 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0923040000Z63O10400BN01 IS3012525	<b>b(4)</b>
20	6100.2525USCSGLCS0923040000Z63O10400BN01 IS3012525	
30	6100.2525USCSGLCS0923040000Z63O10400BN01 IS3012525	
40	6100.2525USCSGLCS0923040000Z63O10400BN01 IS3012525	
50	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
60	6100.2525USCSGLCS0923040000Z63O104R1HQ01 NF1652525	
70	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
80	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
90	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
100	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
110	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
120	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
130	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
140	6100.2525USCSGLCS0923040000Z63O10400HQ01 IS3012525	
150	6100.2525USCSGLCS0923040000Z64S09173SB02 IU3012525	
160	6100.2525USCSGLCS0923040000Z64D10400BN01 IS3012525	
170	6100.2525USCSGLCS0923040000Z64A10400BN01 IS3012525	
180	6100.2525USCSGLCS0923040000Z63T10400BN01 IS3012525	
190	6100.2525USCSGLCS0923040000Z64J10400BN01 IS3012525	
200	6999.3155USCSGLCS0923040000Z63F09112AM01 IU3013155	
210	6999.3155USCSGLCS0923040000Z64D09112AM01 IU3013155	
220	6999.3155USCSGLCS0923040000Z64A09112AM01 IU3013155	
230	6999.3155USCSGLCS0923040000Z64J09112AM01 IU3013155	
240	6999.3155USCSGLCS0923040000Z65Q10400HQ01 IU3013155	
250	6999.3155USCSGLCS0923040000Z63F10400HQ01 IU3013155	
260	6999.3155USCSGLCS0923040000Z63F10400HQ01 IU3013155	
270	6999.3155USCSGLCS0923040000Z64A10400HQ01 IU3013155	
280	6999.3155USCSGLCS0923040000Z64J10400HQ01 IU3013155	

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**DELIVERY SCHEDULE**

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**Deliver To:** Customs and Border Protection  
2850 Eisenhower Ave  
Alex Tech Ctr 4  
Alexandria VA 22313

**Instructions:**

<b>Item</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Recipient</b>
00010	1	Transition In, 1.5 months of the Base Year Performance Period and includes ODC's. Performance Period: 2/19/2010 through March 30, 2010.	
00020	1	Remainder of Base Year, 10.5 months, beginning from end of the Transition Period and ending one year from original date of award. Performance Period: 3/31/2010- 02/18/2011.	
00030	1	Option 1 Support- Performance Period Twelve months following end of base period. Performance Period: 2/19/2011 through 02/18/2012	
00040	1	Option to Extend Services-NTE 6 Months, Full 6 month Performance Period: 02/19/2012 through 08/18/2012.	

**B.1 CONTRACT TYPE (OCT 2008)**

This is a cost-plus-fixed-fee Task Order Contract.

[End of Clause]

[END OF SECTION B]

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 SPECIFICATIONS, STATEMENT OF WORK, OR STATEMENT OF OBJECTIVES ATTACHED.**

The Statement of Work, which describes the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications". Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The GSA GWAC Contract terms and conditions,
- (b) The Task Order Schedule (excluding the specifications).
- (c) Representations and other instructions.
- (d) Task Order clauses.
- (e) Other documents, exhibits, and attachments.

[End of revised Clause]

[END OF SECTION C]

**SECTION D**  
**PACKAGING AND MARKING**

Note: Supplies are not anticipated or authorized for delivery under this Task Order.

**NOTICE: No Clauses included in Section D of this Document**

[END OF SECTION D]

## SECTION E

### INSPECTION AND ACCEPTANCE

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES Incorporated by Reference via the GSA Contract.

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT

[End of By-Reference Clauses]

II. Acceptance of Work- Acceptance of Work shall be in accordance with the Acceptance Criteria Within the Statement of Work (excludes fixed fee terms).

III. Fixed Fee- Pursuant to FAR 16.306(d)(2)- Term Form.- if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period, upon contractor statement that the level of effort specified in the contract has been expended in performing the contract work. A fee for this task order will be payable at the expiration of the following periods.

Subject to the withholding provisions of the contract clause entitled "Fixed Fee" incorporated in section I of the contract and this solicitation or task order, the fixed fee specified in Task Order Award shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost.

15 percent of the total fixed fee or \$100,000.00 whichever is less will be withheld after payment of 85 percent of the fixed fee. The Contracting Officer will release 75% of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of the contract provided the contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and it is not delinquent in submitting

The level of effort will be determined by submission of a proposed level of effort by the Contractors, if award is without discussions, or by the level of effort agreed to by the government and the contractor during negotiations. The level of effort is required to be identified for the total term of the contract performance period which will then be pro-rated based upon a percentage reflecting the ratio of the total level of effort to total level of effort performed.

**NOTICE: No Full Text Clauses included in Section E of this Document**

[END OF SECTION E]

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 GSA Contract Clause(s) incorporated into this task by reference.**

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER Alternate I (APR 1984)

[End of By-Reference Clauses]

**F.2 PERIOD OF PERFORMANCE (MAR 2003)**

The period of performance of this contract shall be :

Base Period: Date of Award for one year . Transition time 1.5 months of base period.

Option 1: twelve months following the end of the base year

Transition Out: Not to exceed 6 months following the end of Option 1.

[End of Clause]

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 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 task order 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]

#### **G.2 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)**

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Task Order. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

#### **G.3 SUBMISSION OF INVOICES (FEB 2008)**

Copies of invoices (paper submissions) may be submitted to the following addresses OR as an alternative, to the email addresses cited below:

1. Payment Center:

DHS/U.S. Customs and Border Protection  
National Finance Center/Commercial Accounts  
P. O. Box 68908  
Indianapolis, Indiana 46268

OR as an alternative:

Email: [cbpinvoices@dhs.gov](mailto:cbpinvoices@dhs.gov)

2. Contracting Officer's Technical Representative (fill in at time of award:

DHS/U.S. Customs and Border Protection  
Attention: **b(6)**  
2850 Eisenhower Ave.,  
Plaza Level  
Alexandria, VA 20598

OR as an alternative:

Email: **b(6)**@dhs.gov

3. Contracting Officer (or Contract Administrator)(fill in at time of award):

DHS/U.S. Customs and Border Protection  
Attention: **b(6)**  
6510 N. Telecom  
Ste 300,  
Indianapolis, IN 46278

OR as an alternative:

Email: **b(6)**@dhs.gov

To constitute a proper invoice, the invoice shall include all the items required by 52.232-35, Prompt Payment, including the contract number, Task Order number and all applicable line items. All invoices shall also contain the following:

1. All direct labor charges substantiated by hours and dollars incurred by labor category.
2. All other direct costs (if any) substantiated at the same level as originally proposed.
3. All subcontract costs (if any) substantiated by cost category at the same level of detail as prime costs.
4. All indirect costs based on application of the indirect billing rates applied to the applicable cost bases.
5. All charges for the Fixed Fee. Subject to the withholding provisions of the contract clause entitled "Fixed Fee" incorporated in section I of the contract and this solicitation or task order, the fixed fee specified in Task Order Award shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost.

6. Cumulative value to date of all billings against the applicable task order.
7. Invoices for cost type task orders shall be submitted no more than every two weeks. A minimum of \$500 per invoice is required, unless the invoice is a final invoice. There shall be a lapse of no more than sixty (60) days between time of performance and submission of an invoice.

[End of Clause]

[END OF SECTION G]

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 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 or Facilities under this Contract:  
See List Attached .

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[End of Clause]

**H.2 INSURANCE UNDER COST REIMBURSABLE CONTRACTS -- GROUP PLANS (OCT 2007)**

Pursuant to FAR 28.307-1, prior to purchasing insurance under a group insurance plan, the Contractor must submit the plan to the Contracting Officer for approval.

Any change in benefits provided under an approved plan that can be reasonably be expected to increase significantly the cost to the Government requires similar approval.

Any plan submitted must provide for the Government to share in any premium refunds or credits paid or otherwise provided to the contractor. In determining the Government's share in any refunds or credits, consideration shall be given to any special reserves or other refunds to which the contractor may be entitled in the future.

[End of Clause]

### **H.3 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

### **H.4 SECURITY PROCEDURES (MAY 2003)**

#### **A. Controls**

The Contractor shall comply with the U.S. Customs & Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

#### **B. Identification Badges**

All Contractor employees shall be required to wear identification badges when working in Government facilities.

#### **C. Security Background Data**

A Contractor employee shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP, Security Programs Division. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared.

Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status.

The following security screening requirements apply to both U. S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit

within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement.

Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

#### D. Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

#### E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

#### F. General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining

thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

#### G. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement as a condition to access of sensitive but unclassified information.

[End of Clause]

#### H.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 30 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]

## **H.7 DISCLOSURE OF INFORMATION (MAR 2003)**

### **A. General**

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

### **B. Technical Data Rights**

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

### **C. Privacy Act**

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

## **H.8 INCREMENTAL FUNDING (MAR 2003)**

This contract shall be subject to incremental funding with \$15,007,649.31 presently made available for performance under this contract. It is estimated that funds presently available are sufficient to permit the Contractor's performance through 10/18/2010. In accordance with the "Limitation of Funds" clause (FAR 52.232-22) contained herein, no legal liability on the part of the Government for payment of money in excess of \$15,007,649.31 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

[End of Clause]

## **H.8 TRAVEL COSTS (AUG 2008)**

Costs for transportation, lodging, meals, and incidental expenses shall be reimbursed in accordance with Federal Acquisition Regulation (FAR) Subsection 31.205-46 and acceptable accounting procedures.

If it becomes necessary for the contractor to use the higher actual expense method repetitively or on a continuing basis in a particular area (see FAR 31.205-46(3)(iii)), the contractor must obtain advance approval from the contracting officer and comply with all requirements for justifications and documentation set forth in FAR Subsection 31.205-46 for allowability of travel costs.

As provided in FAR 31.205-46(a)(5), the Contracting Officer may consider an advance agreement (see FAR 31.109) with the contractor to avoid confusion in the treatment of costs anticipated to be incurred in unusual or special travel situations. The advance agreement shall be incorporated in the contract.

[End of Clause]

## **H.9 NON-PERSONAL SERVICE (MAR 2003)**

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
  - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
  - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
  - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this

communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

#### **H.10 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (OCT 2007)**

##### **a. Contractor Performance Evaluation**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (If evaluations are to be conducted more or less frequently than annually, modify this sentence as appropriate.)

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

##### **b. Electronic access to contractor Performance Evaluations**

Contractors that have Internet capability may access evaluations through a secure Web site for review and comments by completing the registration form that can be obtained at the following address: [http://oamp.od.nih.gov/OD/CPS/cps\\_contractor.htm](http://oamp.od.nih.gov/OD/CPS/cps_contractor.htm)

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of Clause]

## **H.11 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)**

U.S. Customs & Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

## **H.12 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)**

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]  
(Contractor)  
[Position or Professional Title]  
[Company Name]  
Supporting the XXX Division/Office...  
U.S. Customs & Border Protection  
[Phone]  
[FAX]  
[Other contact information as desired]

[End of Clause]

[END OF SECTION H]

**PART II - CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

**Applicable GSA Master Contract Clauses Incorporated into this Solicitation**

**I. 1. 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This task order incorporates one or more clauses by reference, with the same force and effect as if it were 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 the [URL:http://ARNet.gov/far](http://ARNet.gov/far).

**FEDERAL ACQUISITION REGULATION CLAUSES**

<b><u>CLAUSE</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
52.202-01	Definitions	DEC 2001
52.203-03	Gratuities	APR 1984
52.203-05	Covenant against contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales	
	To the Government	JUL 1995
52.203-07	Anti-Kickback Procedures	JUL 1995
52.203-08	Cancellation, Rescission & Recovery of Funds	
	For illegal or improper Activity.	JAN 1997
52.203-12	Limitation On Payments to Influence Certain	
	Federal Transactions	JUN 2003
52.204-04	Printing/Copying Double-Sided on	
	Recycled Paper	AUG 2000
52.204-09	Personal Identity Verification of Contractor	
	Personnel	SEP 2007

52.209-6	Protecting Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-02	Audit and Records-----Negotiation	JUN 1999
52.215-08	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215- 13	Subcontractor Cost or Pricing Data- Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversion	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Post- Retirement Benefits Other than Pensions (PRB)	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data- Modifications	OCT 1997
52.216-07	Allowable Cost and Payment	DEC 2002
52.216-08	Fixed Fee	MAR 1997
52.219-06	Notice of Total Small Business Set-aside	JUN 2003
52.219-08	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-28	Post Award Small Business Program Representation	JUN 2007

52.222-03	Convict Labor	DEC 1996
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	JUN 2003
52.229-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers Disabilities	JUN 1986
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	MAY 1989
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1989
52.223-05	Pollution Prevention and Right-To-Know- Information	APR 1998
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.224-01	Privacy Act Notification	APR 1984
52.224-02	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-01	Authorization and Consent	JUL 2000
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-03	Patent Indemnity	APR 1984

52.227-14	Rights in Data -General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data-Special Works	JUN 1987
52.228-05	Insurance-Work on Government Installation	JAN 1996
52.228-07	Insurance-Liability to Third Persons	MAR 1996
52.229-03	Federal, State, and Local Taxes	APR 2003
52.230-02	Cost Accounting Standards	APR 1998
52.230-03	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment-Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer- Central Contractor Registration	MAY 1999
52.233-01	Disputes-Alternate I	DEC 1991
52.233-03	Protest After Award (AUG 1996)-Alternate I	JUN 1985
52.237-02	Protect of Government Buildings, Equipment And Vegetation	APR 1984
52.237-03	Continuity of Services	JAN 1991
52.239-01	Privacy or Security Safeguards	AUG 1996
52.242-01	Notice of Intent to Disallow Costs	APR 1984
52.242-03	Penalties for Unallowable Costs	MAY 2001
52.242-04	Certification of Final Indirect Costs	JAN 1997

52.242-13	Bankruptcy	JUL 1995
52.243-02	Changes Cost Reimbursement-Alternate I	APR 1984
52.244-05	Competition in Subcontracting	DEC 1996
52.244-06	Subcontracts For Commercial Items	APR 2003
52.245-01	Property Records	APR 1984
52.245-05	Government Property (Cost-Reimbursement)	JUN 2003
52.245-09	Use and Charges	APR 1994
52.246-25	Limitation of Liability-Services	FEB 1997
52.249-06	Termination (Cost-Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-01	Government Supply Sources	JAN 1984
52.253-01	Computer Generated Forms	JAN 1991

**I.2. 52.215-19 Notification of Ownership Changes (Oct 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I.3 52.217-8 Option to Extend Services (Nov 1999)**

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

(End of clause)

**I.4 52.217-9 Option to Extend the Term of the Contract. (March 2000).**

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; 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 2 years (months) (years).

(End of clause)

**I.5 52.244-2 Subcontracts.**

As prescribed in 44.204(a)(1), insert the following clause:

**Subcontracts (Aug 1998)**

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Cost Reimbursable

Time-and-Materials

Labor Hour

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

#### **I. 5 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) 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, 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.
- (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. 6 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.

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

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

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

but it plans to submit a request for waiver pursuant to 3009.104-74.

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

[End of Clause]

**I.7 3052.245-70 GOVERNMENT PROPERTY REPORTS (AUG 2008) DEVIATION**

- (a) The Contractor shall prepare a report of Government property in its possession and the possession of its subcontractors, when and in a format prescribed by the Contracting Officer.

[End of Clause]

[END OF SECTION I]

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

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01	Statement of Work	41
Documents Incorporated by Reference:		
02	Technical Proposal And copy of Cost Proposal revised 2/15/2010	
03	Key Personnel and Technical Staff Addendum dated July 6, 2009.	

[END OF SECTIO



## **U.S. Customs and Border Protection**

### **Border Enforcement and Management Systems (BEMS) Program Office**

### **Operational Maintenance and Software Development Support Statement of Work**

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Version 1.1

Published Date: June 16, 2009

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# 1 BACKGROUND AND INTRODUCTION

The Bureau of Customs and Border Protection (CBP) is a component of the Department of Homeland Security (DHS). The priority mission of CBP is to prevent terrorists and terrorist weapons from entering the United States. This important mission calls for improved security at America's borders and ports of entry as well as for extending the zone of security beyond physical borders - so that American borders are the last line of defense, not the first. CBP also is responsible for apprehending individuals attempting to enter the United States illegally, stemming the flow of illegal drugs and other contraband; protecting our agricultural and economic interests from harmful pests and diseases; protecting American businesses from theft of their intellectual property; and regulating and facilitating international trade, collecting import duties, and enforcing U.S. trade laws.

The Office of Information and Technology (OIT) is the information technology component of CBP. OIT'S Border Enforcement and Management Systems Program Office (BEMS) is responsible for supporting business processes with the design, development, testing, implementation, training and maintenance of CBP automated systems. BEMS is responsible for the full system development life cycle from planning through deployment of all Border Enforcement, Mission Support and Web-Based Application dissemination and administrative software application systems to include development, enhancements, and maintenance of all mission related systems.

# 2 OBJECTIVE

The objective of this <sup>SoW</sup> ~~solicitation~~ is to establish operational maintenance and systems development support services for BEMS. Operations and maintenance (O&M) is the configuration of COTS software and/or coding of custom software to correct, performance tune and/or make minor modifications to existing systems in support of the original functional requirements. Maintenance may require new development as a consequence of changes in business processes or other applications, but the new development will continue to fulfill the requirements of the system as originally defined. Operations and maintenance activities also cover the general support of existing systems in the production environment – e.g., review of system sizing based on current usage, update of code/tables in response to organization/business process changes.

Systems Development is the configuration of COTS software and/or coding of custom software in support of requirements for new systems or major enhancements of existing systems. The Contractor shall provide services as described in this Statement of Work.

CBP is fully committed to improving mission and program performance supporting enforcement and management service delivery. BEMS' specific mission is to support mission systems, border systems and information dissemination across the full system lifecycle.

### 3 SCOPE OF WORK

The scope of this task order encompasses Contractor support to provide detailed systems development services in support of the full life cycle in planning, development, deployment, operations and maintenance of systems. This assistance shall involve the designing, programming, developing, testing, implementing, training, operations and maintenance, and security of BEMS Web-based systems, non-Web-based application systems, and the support of COTS packages in use by the client; along with the maintenance of legacy software applications and supporting the migration of systems to the DHS Enterprise Data Center, and process improvement efforts for BEMS. The support for other organizational units within OIT may also be required. The legacy maintenance sub-tasks are split between the IBM mainframe and COBOL/CICS technology and some newer technology applications are included. The meaning of these acronyms is generally understood as a matter of course by those in the Information Technology industry such that prospective offerors will be able to determine whether they can meet the contract requirements.

The Contractor shall be accountable for maintaining and reporting accurate and current technical, administrative, and financial status of all programs, personnel data, and other related activities subject to this task order. The Contractor shall submit this information in periodic status reports described in Section 14 of this document.

The Contractor shall provide technical support personnel who are experts with the Systems Engineering Life Cycle (SELC) process and the IT environment and perform the requirements analysis, design, programming, and unit/integration testing steps of the SELC process for each assigned system/project. Depending on the project scope and status, the contractor may also be required to support any of the other steps in the life cycle, including project planning, requirements definition, and implementation. In addition, the contractor shall provide support for all software development process improvement efforts. For each specific project and work assignment, the contractor shall adhere to the project plan and schedule established by the COTR. The contractor shall comply with the SELC process, the BEMS Quality Management Plan, and the BEMS Configuration Management Plan.

Further, these personnel shall either hold a current CBP clearance or shall be able to qualify for a CBP clearance, prior to beginning work on the site. Additional security requirements are described in Section 7.4 of this document.

All applications/systems supported by the Contractor as a developer or by performing O&M will be hosted at a DHS Enterprise Data Center, unless at least one of the following is true: 1) application/system is providing office automation capability (MS Office products or Exchange Server), 2) CBP has an approved waiver from the DHS CIO to host the application/system elsewhere, or 3) the application/system will be migrated to a DHS Enterprise Data Center and is/will be scheduled for migration in the CBP Data Center Migration Plan provided to DHS CIO.

## 4 TASK DESCRIPTIONS

The requirements for the existing OIT applications specified in this section are general requirements applicable to all BEMS enforcement, management, and administrative applications. The general requirements shall not be separately priced but used as guidance in the performance of work.

The BEMS enforcement, management, and administrative applications listed are not all encompassing but shall be considered as MANDATORY applications to be supported in this task order as follows:

<b>APPLICATION SYSTEMS</b>
• CBP.Gov
• CBP.net
• CBP Secure
• Webtrends
• Chief Counsel Systems Support
• CBP Ports updates
• Virtual Learning Center
• Bi-Weekly Examination and Reconciliation Download (BEAR)
• Broadcast Messages Systems (BMS)
• Phoenix Computer Based Training
• Remedy Asset Management and Incident Reporting System
• Self Inspection Reporting Systems (SIRs) & WebSIRS
• Training Records and Enrollment Network (TRAEN)
• Enterprise Reporting
• Sharepoint
• TDS/NetLeads
• Case Management Datamart
• MLCC Datamart
• ICEPIC – Threat Analysis
• COMPSTAT
• Reorganization Crosswalk
• Purchase Card System
• Revenue Table Maintenance
• Staffing-To-Budget
• Admin Alert System
• CBP Automated Travel System (CATS) / FedTravel
• ASDM Access Request System
• Postage Request and Tracking System (PRATS)
• SAP Full Suite
• Budget Execution

<b>APPLICATION SYSTEMS</b>
• CFO - Accounting Service Division Module
• Federal Financial System (FFS)
• Federal Express Invoicing and Accounting System (FedEx)
• Report Management System (RMS)
• Management Control Reporting System (MCRS)
• Automated Receiving Report system (ARRS)
• CBP Logistics Automated System (CLAS)
• Vehicle Inventory Management System (VIMS)
• Organization Table Online
• Personnel Action Request Tracking System (PARTS)
• CBP Automated Pre-Employment Tracking System (CAPES)
• Compensation Accident Reporting Safety System (CARSS)
• Human Resources Management Tracking System (HRMTS)
• Human Resources Data System (HRDS)
• Human Resources Business Engine (HRBE)
• SF-50 Desktop
• Promotional Assessment System (PROM) & Recruitment Employment Training and Tracking System (RETTS)
• EmpowHR
• Firearms Armor and Credentials Tracking System (FACTS)
• Firearms Information Tracking System (FITS)
• Regulation and Rulings Tracking System (RRTS)
• Chief Counsel Tracking System (OCC-CCTS)
• Electronic Surveillance Operations Tracking System (ESOTS)
• IA Country Clearance
• Time and Attendance Management System (TAMS)
• CBP Overtime Scheduling System (COSS)
• Enterprise Geospatial Information Service (eGIS)
• Badge Inventory Control System (BICS)
• CF-16 Transaction Reporting System
• Detector Dog
• Field Survey System
• Self Inspection Reporting System II (SIRS II)
• Border Patrol Electronic Tracking System II (BPETS II)
• E3: Next Generation of ENFORCE
• Telecommunications Linking System (TLS)
• Seized Asset and Currency Tracking System (SEACATS)
• Case Management System
• Money Laundering Coordination Center (MLCC)
• Significant Incident Response (SIR)
• Overtime CAP/PREMIUM Overtime Pay Information System (POPI)

<b>APPLICATION SYSTEMS</b>
• Full Time Equivalency (FTE)
• Pathfinder
• Web Tele
• Identity Management and Provisioning System (IDMAPS)
• Asset Management
• Virtual Agility
• Customer Satisfaction Unit – Complaint Tracking System (CSU-CTS)

#### **4.1 TASK 1: BEMS SUPPORT FOR WEB-BASED APPLICATION SYSTEMS**

The objective of this task is to provide a broad range of systems and software engineering development, evaluation and maintenance for BEMS Web-based application systems.

This web-based application support shall include the following:

a. Maintenance and Installation Support – The Contractor shall provide support services to the applications to TCP/IP client/servers, Windows 2000/IIS 5.0 administration, XML development, and various Web and Web related technology including FTP servers, Firewall software, content management systems, search engines, and statistical analysis software.

b. User Requirements Support – The Contractor shall provide support services to ensure CBP audiences have ready access to information contained within CBP internal and external web sites – including Office of Regulations and Rulings (OR&R) rulings search interface, CBP directives search interface, and CustomsNet. These services should include the following analysis:

- Evaluation of user requirement packages and designs Web pages using graphical presentation skills, which shall be in compliance with Section 508 laws and regulations;
- Project analysis of user requirement packages;
- Evaluation information security (including the use of authentication, encryption and certificates);
- Evaluation of hardware and software requirements for server configuration and implementation;
- Problem resolution related to technical issues with the client and server in house, line problems to a host site and an Internet Service Provider; and
- Problem resolution related to comments received from internal or external Web sites.

c. Database Design – BEMS Database Designs listed shall be considered as MANDATORY applications to be supported in this task order. The Contractor must support the staffing needs of any and all technologies in the Technical Reference Model (TRM), currently or as they are added. The Contractor shall provide support for database creation of various types including Oracle and MS Access. The Contractor shall develop databases utilizing code from various programming languages and techniques including the following:

Html	XML	JSP
ASP	JAVA and JAVA scripting	VB Script
Perl scripting	Visual Basic	CSS
.NET Framework		

d. Application Using a Web-Based Architecture - The Contractor shall provide support services to develop applications using a Web-based architecture. The Contractor shall provide support to:

- Translate initial user requirements to a technical specification;
- Develop an overall system design using the functional requirements from the definition stage;
- Develop code utilizing the tools provided in the development environment;
- Conduct or participate in system design walk-throughs with CBP key personnel designated by the COTR to ensure design consistency and completeness;
- Apply CBP methodology for applying configuration management to program moves from development, to acceptance testing, to production; and
- Provide documentation of all development work.

e. Browser Support – The Contractor shall provide support services to the various web browsers including the latest version of MS Internet Explorer and Netscape Navigator.

f. Documentation – The Contractor shall provide support for developing and securing documentation, which may be required on line. All Web development shall be documented in accordance with CBP SELC requirements, which are specified in the CBP SELC handbook.

g. Presentations – The Contractor shall be required to provide oral presentations and participate in conference presentations to CBP, other Government agencies, and the public.

h. Monthly Reports - The Contractor shall submit a monthly status report organized by personnel labor hours/labor rates by project. The report shall document work assigned, work accomplished, work projected, and issues/problems encountered. The status report will additionally include failure, outage, error condition, and system performance data.

#### **4.2 TASK 2: BEMS SUPPORT FOR NON-WEB-BASED APPLICATION SYSTEMS**

The objective of this task is to provide a broad range of systems and software engineering development, evaluation and maintenance for BEMS non-Web-based application systems.

This non-web-based application support shall include the following:

a. Requirement Analysis – The Contractor shall conduct an analysis to determine the needs for this program and translate these needs into user requirements after CBP approval. The Contractor shall analyze these requirements to determine what data is required, determine their

cube and reporting requirements on products such as Cognos, and create functional specifications.

b. Data Analysis – The Contractor shall determine whether required data is available in CBP global warehouse or whether data needs to be obtained from the legacy systems. The Contractor shall analyze legacy data to determine what the data is. The Contractor shall work with CBP and legacy programmers to understand the business rules associated with the data and legacy systems. The Contractor shall also work with CBP data modelers to determine logical and physical database design.

c. Logical and Physical Database Design Walkthrough with Key Personnel – As required, the Contractor shall conduct and participate in program and database design walkthroughs with key CBP personnel. The Contractor shall present for review the detailed logical and physical design specifications, which at a minimum shall include the data dictionary containing the data elements, data characteristics, hierarchy of the modules and the logical and physical flow of data. The walkthroughs are quality checks to ensure design consistency and completeness.

d. Develop, Enhance, and Maintain BEMS Systems - The Contractor shall provide development, enhancement, and maintenance support of non-Web-Based application systems on a continual basis. As data integrity is of primary importance, the Contractor shall adhere to the system life cycle methodology processes.

e. Detect and Adapt to Environment Changes – The Contractor shall address changes to the environment in which the BEMS application is operated and changes to the source systems that provide data to the application. The Contractor shall define and refine a process to detect changes. The comprehensive process shall appropriately use available tools. Changes to source code shall be identified. The process shall use the combination of automated tools and additionally use manual tools where automation is not available. The change detection process shall be continually refined and improved to incorporate newly available tools. The Contractor shall assess the impact of detected changes, develop alternatives to accommodate the changes, develop a detailed plan for implementation of the selected alternative, and execute the alternative approved by the BEMS Project Manager.

f. Assess Technology - The Contractor shall maintain state-of-the-art knowledge of technology, processes, methodologies, procedural solutions, and products used by or are applicable to the BEMS application, such as the EDW application. The Contractor shall perform technology assessments to determine the applicability and benefit of technologies to the BEMS application system, taking into account materials in the government, industry and academic domains. The Contractor's technology assessment shall assist CBP in providing a globally defined migration process for client/server applications, workflow process improvement, automating manual processes, developing new technology innovations to resolve BEMS' application expansion issues, and utilize technology evolution as new products emerge.

The Contractor shall identify possible solutions, develop evaluation criteria, evaluate possible solutions and recommend a solution based upon the evaluation. As appropriate, the recommended solution will include short, mid and long-term solutions and actions, and will

recommend a migration path. These solutions shall be coordinated with appropriate staffs and shall address the needs of affected staffs.

The Contractor shall define and continually refine metrics to be used in the assessment of procedures.

g. **Resolve Error Conditions** – The Contractor shall resolve variations from normal processing that have not yet resulted in a failure or outage, and are not reasonably expected to result in an outage or system failure within the next four (4) hours. The Contractor shall resolve system failures of operation outside of specification, and outages where the system is unavailable during a period of required availability.

h. **Handle Emergency Situations** – The Contractor shall resolve emergency situations caused by a system failure or outage or will cause a system failure or outage within the next four (4) hours. The Contractor shall immediately assess and alleviate the damage to the greatest extent possible and resolve the situation as quickly as possible. The Contractor shall provide immediate support and coordination with onsite personnel.

i. **Monitor and Tune the Performance of the Application** – The Contractor shall conduct analytical and operational measurements of the BEMS applications, processes and products to assess whether established quality goals and performance requirements are being met. Report formats that provide the information necessary to maintain, refine and improve system performance, including trend analyses, will be designed by the Contractor and submitted for approval.

j. **Administer BEMS Projects and Systems** – The Contractor shall provide administration of the BEMS systems which requires, at a minimum, the performance of the following tasks:

- **Provide Second Tier User Support** - The Contractor shall provide BEMS applications-specific user support with the CBP Help Desk Technology Support Center providing primary generic user support. When additional staffs (e.g., data base administrators) are involved to resolve issues, the Contractor shall continue to be the BEMS application interface with the user.
- **Administer Users** - The Contractor shall maintain a database of BEMS application users, such as EDW, their locations, equipment, and dates of application access to better enable user support, impact analysis and periodic user re-certification. The Contractor shall coordinate the provision of access for new users and adjustments in access for existing users.
- **Installation Coordination** - The Contractor shall coordinate the installation of new BEMS application releases or modifications with other OIT staffs and BEMS application users.
- **Configuration Management** - The Contractor shall perform configuration management for the appropriate BEMS application configuration items to include documentation, programs, hardware, software and metadata. The Contractor shall develop and present a

configuration management plan that will include baseline establishment, change initiation procedures, approval procedures, change notification procedures, and audit trail conventions.

**Project Planning** - The Contractor shall assimilate project management information into, and/or update a specific BEMS application project management plan. The project management plan will identify tasks, dependencies, resources, duration times, and start and end dates. The Contractor shall assist in reviewing BEMS application-related project management plans.

- **Monthly Reports** - The Contractor shall submit a monthly status report organized by personnel labor hours/labor rates by project. The report shall document work assigned, work accomplished, work projected, and issues/problems encountered. The status report will additionally include failure, outage, error condition, and system performance data.

### **4.3 TASK 3: BEMS SUPPORT FOR MISSION SUPPORT SYSTEMS APPLICATIONS**

The objective of this task is to provide a broad range of systems and software engineering, development, evaluation and maintenance of Mission Support applications. The Contractor shall provide:

- **Legacy System Maintenance** - The contractor shall perform maintenance and operational fixes of the software application systems described in the table above. The systems are grouped under the five development teams that comprise the BEMS Mission Support systems. Each team is focused on a specific business area and/or organization in CBP. See Table in Section 4.
- **New Development and Enhancement Projects** - CBP software development projects, whether new development or enhancement of existing systems, are identified and approved through an Investment Management Process. Instructions for undertaking BEMS development and enhancement projects will be provided in writing by the COTR.
- **Continual support of upgrades, maintenance, and customization of CBP's Office of Finance's SAP** that is responsible for accounting, budget, ancillary financial systems, procurement and acquisition, facilities and engineering, asset management, investment management, and oversight of all financial operations for CBP.

### **4.4 TASK 4: BEMS SUPPORT FOR MAINFRAME SYSTEM APPLICATIONS**

The objective of this task is to provide a broad range of systems and software engineering, development, evaluation and maintenance for Mainframe Systems Applications. The Contractor shall:

- Provide analysis, coordination, design, programming, and operational implementation resources support for planning, developing and implementing strategies, architectures, and program plans.

- Analyze user requirements and produce alternatives analyses. Conduct research to identify opportunities, including the use of emerging technologies, designed to meet requirements of the enterprise architecture.
- Support software maintenance monitoring and documentation to include version control, licensing and license renewals, developer advisories, training updates, etc.

#### **4.5 TASK 5: BEMS SUPPORT FOR MANAGEMENT AND TECHNOLOGY**

The objective of this task is to provide Management and Technology support for the various BEMS Project offices.

The Contractor shall:

- Provide overall project management assistance, including project planning, tracking, budgeting, investment/portfolio management and project scheduling.
- Ensure compliance with applicable laws, regulations, security requirements and contractual terms of this contract. Bring to the attention of the appropriate BEMS manager the impact of new or changing laws, regulations, security requirements, and contractual terms.
- Identify methodologies to identify project performance and quality problems leading to early and effective corrective action.
- Investigate and evaluate promising technologies that have the potential to improve business, system and facility operations, addressing viability of the technologies and anticipated timeline for operational use.
- Provide recommendations on how assessed technologies fulfill BEMS technical requirements.
- Determine potential compatibility or interoperability issues with existing systems and effect on operating environment.

### **5. DESCRIPTION OF SUB-TASKS, SKILLS AND EFFORT**

This is a Cost Plus Fixed Fee (CPFF) contract.

In the performance of this contract and under the technical direction of the COTR and BEMS Director, the Contractor shall provide support for the following:

- Requirements Analysis – The Contractor shall conduct analysis to determine the program needs, translate these needs into user requirements and, after BEMS approval, create functional requirements;
- System Design – The Contractor shall develop detailed system design specifications for new and/or existing systems based upon user requirements. The Contractor shall follow existing CBP design standards unless otherwise directed and shall conduct system design

walkthroughs with key CBP personnel. The walkthroughs are quality checks to ensure design consistency and completeness;

- **Programming Specifications** – The Contractor shall develop detailed programming specifications, which describe the logic flow and processing requirements at a level sufficient for a programmer to develop an operational computer program, mappings or usable objects;
- **Programming/Database Development** - The Contractor shall be proficient in developing web-based applications using a J2EE framework, and .Net framework as well as supporting web development tools that may include Cold Fusion, Java scripting, and services include Adobe LiveCycle. Additionally, the Contractor must be able to effectively and efficiently use Oracle, DB2, and MS SQLServer Database Management Systems for transactional and reporting capabilities;
- **Web Page Design/Development** - The Contractor shall be able to install, configure, and maintain the various Web server software packages and environments including those from Microsoft and Netscape, MSII5, IBM WebSphere Application Server and IBM WebSphere Process Server as well as Apache;
- The Contractor shall provide operational and maintenance support for legacy software applications (Administrative, Financial, Human Resource, and Field Support), new development and enhancement projects, supporting the migration of systems to the DHS Enterprise Data Center, and process improvement efforts for BEMS. The legacy maintenance and enhancement of sub-tasks will primarily involve the use of IBM mainframe and COBOL/CICS technology with the premise of migrating to a newer technology platform and made web-based accessible;
- The Contractor shall provide support for the on-going upgrades, maintenance, and customization of the financial COTS SAP package used by CBP's Office of Finance (OF) and user community. The portfolio of SAP modules supporting the financial system are; Accounts Payable (AP), Asset Accounting (AA), Budget Control System (BCS), Business Information Warehouse (BW), Controlling (CO), Financial Accounting (FI), Funds Management (FM), Human Resource (HR), Material Management (MM), Plant Maintenance (PM), Project Systems (PS), Real Estate (RE) Reimbursable Agreements (RIA), Travel Management (TM), and Workflow (WF);
- The Contractor shall provide support for the legacy mainframe applications and their migration to server based systems as it relates to enforcement activities. The migration to server based application will include performing requirements analysis, generating functional requirements and design documents, software development, unit and integration testing, implementation support, and problem trouble-shooting;
- The Contractor shall resolve variations from normal processing that have not yet resulted in a failure or outage and are not reasonably expected to result in an outage or systems failure within the next four (4) hours. The Contractor shall resolve systems failures of operation outside of specification, and outages where the system is unavailable during a period of required availability;

- The Contractor shall resolve emergency situations caused by a system failure or outage or will cause a system failure or outage within the next four (4) hours. The Contractor shall immediately assess and alleviate the damage to the greatest extent possible and resolve the situation as quickly as possible. The Contractor shall provide immediate support and coordination with onsite personnel;
- The Contractor shall perform configuration management for BEMS applications to include documentation, programs, hardware, software and metadata. The Contractor shall develop and present a configuration management plan that will include baseline establishment, change initiation procedures, approval procedures, a change notification procedures and audit trail conventions;
- The Contractor shall identify processes to find data discrepancies in order to assist in the analysis of automated information. The Contractor shall implement plans and procedures to monitor data quality, evaluate data system quality and efficiency, and report on metrics that indicates the status of the overall data quality program;
- The Contractor shall code and debug programs. Programming tasks may also require modifications to existing programs. All source code and program decode must be fully documented by the Contractor and conform to CBP's SELC. During the course of programming, the Contractor shall develop detailed plans of unit and integration testing;
- Upon conclusion of the programming activities, the Contractor shall perform detailed unit and integration testing and provide a demonstration to designated CBP/BEMS technical staff. The Contractor shall evaluate and correct all problems resulting from integration testing prior to independent Systems Acceptance Testing (SAT); and
- BPM Tools, Reporting/Analysis Tools

## 5.1 SKILLS REQUIREMENT

The Contractor shall possess experience in the following tools, methodologies and protocols and all technologies in the TRM, currently or as they are added:

<b>Business Objects</b>		
<b>ABAP</b>	IBM Websphere MQ	Python Scripting
<b>Adobe Acrobat</b>	IIS	Remedy
<b>Adobe Illustrator</b>	Index Sever	Resin Servlet
<b>Adobe LiveCycle</b>	Information (ETL Tool)	Roscoe
<b>Adobe Photoshop</b>	ITIL	SAP ABAP Workbench
<b>Apache</b>	JAVA	SAP JAVA Developer
<b>ASP</b>	Java Script	SAP NetWeaver
<b>C+</b>	Jbuilder	Sharepoint
<b>CA Erwin</b>	JCL	SOAP
<b>COBOL</b>	Jrun	SQL
<b>COGNOS</b>	JSP	SQL Plus
<b>CorelDraw</b>	Linux	Syncsort
<b>Crystal Reports</b>	Metastorm	Tivoli

<b>CSS</b>	Microsoft Office	TOAD
<b>DB 2</b>	Microsoft Project	TSO
<b>DB-2 database</b>	Model Bridge	UML
<b>Dimensions (Configuration Management)</b>	MS Access	UNIX Scripting
<b>Dreamweaver</b>	MS SQL Server database	Virtual Agility
<b>Endeavor</b>	MySQL	Visio Pro (flow charting)
<b>Engine and Web Server</b>	Multiple OS, Open Source	Visual Basic
<b>ESRI</b>	NIEM	Visual Interdev
<b>eXpressRoom</b>	Oracle	Visual Source Safe
<b>Fireworks</b>	Oracle database	Visual Studio.NET
<b>Flash</b>	PERL	Web Trends
<b>HTML</b>	PHP	Window.Net Environment
<b>IBM Rational Application Developer</b>	PL SQL	WS FTP
<b>IBM VisualAge for Java</b>	Python	XML

## 6 TECHNICAL ENVIRONMENT

BEMS performs system development and maintenance activities in a technical environment supported by a broad set of architectural components and/or COTS packages. The key system architectures used by BEMS are:

### 6.1 J2EE ARCHITECTURE

- .JSF, JSP, Hibernate, Struts, and Spring
- Java Script
- XSL/XSLT
- WebSphere WAS
- WebSphere WPS
- WebSphere RAD
- CVS
- Oracle DBMS

### 6.2 NET ARCHITECTURE

- Microsoft Active Server Pages (ASP)
- Oracle DBMS
- Microsoft Visual Basic
- Microsoft Visual Studio and Visual Interdev
- Microsoft Source Safe

### **6.3 LEGACY IBM MAINFRAME ARCHITECTURE**

- IBM OS/390
- CA-Datcom/DB or IBM DB2 DBMS
- IBM COBOL
- Command Level CICS
- IBM TSO or CA-ROSCOE editor
- CA-Librarian

### **6.4 WEB-ENABLED MAINFRAME ARCHITECTURE**

- Reliance on legacy mainframe architecture
- IBM Host on Demand (HOD) Host Access Class Library
- Java
- IBM Websphere Rapid Application Development (RAD)
- IBM Websphere MQ

### **6.5 SAP (FINANCIAL MANAGEMENT SYSTEM)**

- SAP/R3
- SAP Business Warehouse
- SAP Portals
- SAP Query/Reports
- ABAP
- SAP Workflow

### **6.6 REMEDY SERVICE CENTER**

- ITIL
- Remedy Help Desk and Asset Management
- Crystal Reports

## **7. DHS COMPLIANCE LANGUAGE**

The Contractor shall furnish the full range of solutions and services necessary to meet requirements of this contract as related to the categories described below. All solutions and services must meet DHS policies, standards, and procedures (e.g. enterprise architecture, information assurance, and personnel, physical and system security).

### **7.1 COMPLIANCE TO DHS AND INDUSTRY STANDARDS**

The contractor shall perform, as a minimum, the requirements analysis, design, programming, and unit/integration testing steps of the CBP SELC model for each assigned system/project. Depending on the project scope and status, the contractor may also be required to support any of the other steps in the life cycle, including project planning, requirements definition, and implementation. In addition, the contractor shall provide support for all software development process improvement efforts. The contractor shall comply with the CBP SELC handbook. The contractor shall also comply with the BEMS Software Policies and Procedures Development Handbook, the BEMS Quality Management Plan and the BEMS Configuration Management

Plan. For each specific project and work assignment, the contractor shall adhere to the project plan and schedule established by the COTR.

The CBP SELC model documents all system activities required for the development, operation, and disposition of IT systems. Required systems analysis, deliverables, and security activities are identified in the SELC manual by lifecycle phase.

The SELC is available upon request from the COTR.

## **7.2 EA (ENTERPRISE ARCHITECTURE) COMPLIANCE**

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

- **HLS EA Clause – Developed Solutions:**

All developed solutions shall be compliant with the HLS EA.

- **HLS EA Clause – Hardware/Software:**

All IT hardware or software shall comply with the HLS EA.

- **HLS EA Compliance for Data:**

All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.

- **IPv6 Clause:**

In compliance with OMB mandates, all network hardware required through separate award actions or as an approved cost of this task order as a result of this Statement of Work shall be IPv6 compatible without modification, upgrade, or replacement.

- **IPv6 Compatible Software:**

All Information Technology assets being developed, procured, or acquired shall be IPv6 capable.

## **7.3 ACCESSIBILITY REQUIREMENTS (SECTION 508 COMPLIANCE)**

All tasks referenced in this document and described in the respective attachments must comply with the appropriate standards outlined below.

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

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

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

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

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

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

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

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

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

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

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

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

## **7.4 ISO (INFORMATION SECURITY) COMPLIANCE**

### **Information Security Clause:**

"All services provided under this task order must be compliant with DHS Information Security Policy, identified in MD4300.1, *Information Technology Systems Security Program* and *4300A Sensitive Systems Handbook*."

The Contractor shall follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products required under this SOW.

All Contractor personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the SOW.

The Contractor's personnel must have the appropriate security clearance and all information must be protected to the degree and extent required by local rules, regulations, and procedures.

The Contractor shall comply with the CBP administrative, physical and technical security controls to ensure that the Government's security requirements are met. During the course of this Order, the Contractor shall not use, disclose, or reproduce data, which bears a restrictive legend, other than as required in the performance of this Order.

## **7.5 INTERCONNECTION SECURITY AGREEMENTS**

Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements. Components shall document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS Components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by both DAAs or by the official designated by the DAA to have signatory authority.

## **7.6 PERFORMANCE AT GOVERNMENT SITES**

If any of this task order effort is performed at specified government facilities, the contractor shall abide by DHS regarding provisions for authorized entrance and exit to these facilities.

## **7.7 IDENTIFICATION / BADGES**

All contractor employees shall be required to wear identification badges when working in government facilities.

## **7.8 PERSONNEL REMOVAL AND REPLACEMENT**

The applicable contractor employees shall not begin working under this contract until all security forms have been properly completed and submitted. All background investigation forms must be accepted by CBP with verbal approval from CBP Internal Affairs before the employee can report to work. Internal Affairs estimates these procedures will take approximately ten (10) days from the time they receive the packet. Completion of the investigation will take approximately ninety (90) days.

Contractors hired for work within the United States or its territories and possessions, and who require access to owned or controlled facilities, information systems, security items or products and/or sensitive but unclassified information shall be a U.S. citizen.

All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a full field five-year employment background investigation. The Contractor shall submit within ten (10) working days after award of this contract, a list containing the full name, Social Security Number, and date of birth of those people who claim to have successfully passed a background investigation by the CBP, and submit such information and documentation as may be required by the Government to have a background investigation performed for all personnel. The information must be correct and be reviewed by a CBP Security Official for completeness. Normally such documentation will consist of SF-85P, "Questionnaire for Public Trust Positions" or SF-86, "Questionnaire for Sensitive Positions (For National Security)"; TDF 67-32.5, "CBP Authorization for Release of Information"; FD-258, "Fingerprint Chart"; and a Financial Statement. The forms are obtained from CBP by contacting the COTR for the contract. Failure of any contractor personnel to pass the appropriate security clearance shall be cause for the candidate's dismissal from the project and replacement by a similar or equally qualified candidate as determined and approved by the COTR. This policy also applies to any personnel hired as replacements during the term of the contract.

The Contractor is responsible for procuring clearances for individuals requiring access to National Security Information. The Contractor's Security Control Officer shall submit to the Information Systems Security Branch (ISSB) a DISCO 560 form for each individual affected by this requirement.

The Contractor shall notify the Contracting Officer's Technical Representative (COTR) and Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, resignations, terminations, and reassignments including to another contract.

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other contractors. The Contractor shall provide the following information to OIT Information Systems Security Branch (ISSB) at Tel. (703) 921-6116 and FAX (703) 921-6570:

Full Name  
Social Security Number  
Effective Date  
Reason for Change

## **7.9 GENERAL SECURITY**

All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall conform to all security policies contained in the U.S. Customs and Border Protection Security Policies and procedures Handbook, CIS HB 1400-05C, Version 1.3

Security requirements for this task order section are to be provided by the BEMS Office of Security Investigations (OSI), Burlington, VT.

**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 30 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.

### **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 S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

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

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

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

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

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

(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.

(4) 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.

### **System Security documentation appropriate for the SDLC status**

#### **Security Certification/Accreditation**

CBP shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook. During all SELC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

## **Monitoring/reviewing contractor security requirements clause**

### **Security Review and Reporting**

- (a) The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.
- (b) The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the Office of Inspector General, CBP ISSM, and other government oversight organizations, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/CBP data or the function of computer systems operated on behalf of DHS/CBP, and to preserve evidence of computer crime.

## **8.0 KEY PERSONNEL**

### **8.1 CONTRACTOR PROJECT MANAGEMENT**

CBP requires that the contractor provide a Contractor Project Manager for this contract and that the Contractor Project Manager be designated as Key Personnel. The Contractor Project Manager will serve as a point of contact for the COTR and will serve as the interface between the government and the contractor employees. The Contractor Project Manager will provide centralized administration of all work performed under this contract.

The Contractor Project Manager shall not make any personnel changes of Key Personnel unless an individual's sudden illness, death, or termination of employment necessitates such substitution. In case of these occurrences, the Contractor Project Manager shall notify the Contracting Officer promptly and submit documentation pertaining to the proposed substitution in writing at least (30) calendar days in advance of the proposed substitution.

The Contractor Project Manager must provide a detailed explanation of the circumstances causing the proposed substitution. All resumes submitted for each proposed substitution must have qualifications that are equal to or superior to the qualifications of the person being substituted to perform the work under this task order.

The Contracting Officer and COTR shall evaluate the resume of each request to verify the qualifications of every new employee being assigned.

During any absence of the Contractor Project Manager, only one alternate shall have full authority to act for the Contractor Project Manager on all matters relating to work performed

under this SOW. The Contractor Project Manager and all designated alternates shall be able to read, write, speak, and understand English proficiently.

The objective of the Contractor Project Management is to provide project management with overall authority for the Task Order, shall possess at a minimum, certification for Project Manager Professional (PMP). The Contractor Project Manager is the member of the Contractor's management team who has responsibility for the actual accomplishment of the task order requirements for this task.

The Contractor Project Management shall:

- Provide management oversight;
- Manage the day-to-day activities of the Contractor staff;
- Organize; direct and coordinate planning and execution of all contract activities, and review the work of subordinates, including subcontractors, to ensure that the schedule, standards, and reporting responsibilities are met;
- Integrate the Contractor's management and technical activities across the entire BEMS Support program to ensure they are consistent;
- Ensure that all work on this contract complies with contract terms and conditions and is approved/coordinated with senior corporate managers.
- Be the primary interface with the BEMS COTR.

#### **EXPERIENCE REQUIRED:**

Eight (8) or more years of demonstrated experience in project and/or contract management and demonstrated experience with software development applications including web-based applications and SAP.

#### **8.2 PERSONNEL RELEVANT KNOWLEDGE, ABILITIES, AND SKILLS**

This following is to inform potential contractors of the breadth and scope of skills that CBP may seek under this contract. CBP does not require the Contractor to establish these skill categories as labor categories.

- (a) Personnel assigned to perform on this task order shall be required to possess a diverse set of skills. The skill categories shown in the paragraphs below are those that may be acquired in support of this effort. All personnel performing under this task order shall be able to perform the duties for their respective skill category positions described herein. CBP reserves the right to determine whether an individual's background and experience is sufficient to ensure adequate performance of the Contractor Project Manager role. All Contractor personnel shall be performing duties at: 1) a Government site, 2) via telework from employee home at on-site rates, or 3) at a Contractor site at contractor off-site rates. CBP shall approve all performance locations, as well as reserving the right to choose the locations.

- (b) CBP is not restricting itself to acquiring only the skill categories listed in this document. More precisely, this is not an all-inclusive list of the support, which may be acquired. Specific education, experience and expertise may be required by the individual CBP program offices.
- (c) CBP has high volume, high performance, and real-time applications operating in an environment that requires specialized, demonstrated management and technical expertise, as well as personnel able to successfully obtain a CBP/DHS background investigation. In accepting Contractor personnel, CBP will place more value on specialized and demonstrated experience. The Contractor shall provide personnel with specialized and demonstrated experience in an environment similar and relevant to the CBP information technology environment. CBP will give consideration to certifications by recognized organizations in the skill area, to continuing education credits by nationally recognized institutions in related areas of study, and to relevant degrees. Progressive, unique, advanced and specialized experience that demonstrates value added qualifications are considered highly desirable. Personnel demonstrating ongoing development of technical expertise and teamwork capabilities are also highly desirable. Contractor personnel accessing SCI information shall possess a Top Secret security clearance. Due to the critical mission and operation of the systems being supported, Contractor personnel who hold the appropriate Top Secret clearance are preferred in order to ensure a smooth transition period.
- (d) The Contractor is expected to provide certified, trained, and knowledgeable technical personnel according to the requirements of this contract. Therefore, the CBP will not provide or pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks.
- (e) The Contractor shall provide the full range of test validation, verification, and evaluation solutions to ensure that all IT products and services meet DHS standards, and are performing to defined design, cost, schedule and performance specifications /capabilities. The Contractor shall provide best practices, technologies, tools, and support to quality and operational assessments, integration testing and system test and evaluation, including security certification and accreditation, for IT systems. The Contractor shall also provide independent verification and validation through the monitoring and evaluation of projects through activities such as, but not limited to, assessments, process and procedure audits, project and performance management, and systems analysis and design.

## **9 CONTRACTOR STAFF**

### **9.1 CONTRACTOR STAFFING**

The Contractor is expected to supply staff with the requisite skills, training and expertise. Where additional training for the Contractor staff is required, the Contractor shall bear the cost.

The Contractor shall provide certified, trained, and knowledgeable technical personnel according to the requirements of this contract. Therefore, the CBP will not provide or pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks. If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the CBP Contracting Officer may approve the training.

The Contractor shall adequately manage its staff and plan, direct, control, measure, and monitor all employee activities. The Contractor shall ensure processes for recruiting, training, retaining, advancing, cross-training, supervision of, managing, interfacing with the Government, and rewarding its employees, and that processes incorporate obtaining timely security clearances for new employees. The Contractor shall ensure there is no actual or appearance of personal services being provided to CBP. These processes and management controls shall be continuously applied in the performance of this Task Order. **Details concerning how the Contractor intends to address these details and how the Contractor intends to manage their staff shall be provided to the Government as part of the Contractor's proposal.**

## 9.2 MANDATORY AND OTHER TRAINING

- (a) If directed by the COTR, the Contractor shall take the DHS/CBP mandatory security training. The Contractor is responsible for maintaining records of contracting employees that have taken the security training and providing the COTR with copies of the training certificates.
- (b) CBP shall not incur expenses for training Contractor personnel. Contractors are expected to have the requisite skill set to complete the task.
- (c) If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the CBP Contracting Officer may approve the training.

## 10 PLACE OF PERFORMANCE

- (a) U.S. Customs and Border Protection (CBP) will provide space in multiple facilities for the on-site contractor staff to perform the required tasks. CBP will also furnish all necessary equipment and materials to the on-site contractor staff required to perform project tasks.
- (b) Performance will take place at various CBP OIT program offices, the Recovery Point Services Facility in Gaithersburg, MD, and Enterprise Test laboratories, all of which are located within a 50-mile radius of Washington, DC. Space at these facilities is limited. The contractor will be provided access to a high speed printer at each site and will be furnished with all standard office supplies (i.e., desk, chairs, phones, etc). No other office equipment will be supplied.

- (c) The government reserves the right to have contractor personnel work both onsite and offsite. Offsite shall mean at the contractor's facility. The ratio of onsite to offsite will vary from project to project.
- (d) At the discretion of the Government, remote access may be directed. This access will only use Government supplied connection devices.

## 11 HOURS OF OPERATION

The contractor's staff shall generally work a regular weekly schedule of 40 hours. The contractor's staff shall generally work an eight hour schedule each day, starting not before 6:00am nor working later than 6:30pm. An alternate work schedule of five days at nine hours followed by three days at nine hours, one day at eight hours, and one day off is acceptable. The COTR shall be provided the standard work schedules for the contractor's staff and notified prior to any changes to the schedules. *If directed by the COTR or his representative, the contractor's staff shall work beyond their normal schedules to solve system problems, meet deadlines, or to resolve other exigencies declared by the COTR or Government Team Leaders.* Hours in excess of 40 hours per week are billable at the regular rate. No premium is payable for overtime unless specified in the GSA Schedule or for non-exempt personnel. Home contact data shall be provided for the contractor's staff to allow the Government to reach them in the event of system problems or emergencies. Alternatively, the contractor may provide its central point of contact to reach the necessary staff. If required by the COTR or Government Team Lead, the contractor's staff shall report on-site after normal hours to address system problems. Any ongoing work beyond normal working hours must be approved in advance by the Contracting Officer.

## 12 HOLIDAYS AND ADMINISTRATIVE LEAVE

The Customs and Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

and any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on-site under this contract with CBP on holidays set forth above. The Contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site Contractor personnel shall also be dismissed if the site is being closed, however, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor shall direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect costs in accordance with the Contractor's established accounting policy.

### **13 PROJECT MANAGEMENT AND PROGRAM REPORTING**

The Contractor shall maintain adequate levels of project management, technical resources, quality assurance and financial controls throughout the performance of this task order. These areas and controls shall be continuously applied in the performance of the tasks. The Contractor shall ensure that all of its personnel are provided the necessary program management tools, guidance, plans, processes, procedures, and resources that will enable the Contractor Program Manager to comprehensively manage the activities. Details concerning how the Contractor intends to manage this effort shall be provided to the Government as part of the Contractor's proposal.

The Contractor shall perform program and project planning and management duties for the task elements. This will include the preparation of plans and schedules based on technical and management data; tracking budget and expended funds; scheduling and conducting technical and planning meetings; conducting reviews; and preparing status reports. BEMS utilizes MS Project Server 2007 for project management and it is expected the Contractor will be skilled with this application.

The Contractor shall submit two (2) copies, one electronic copy and one hard copy of program office level status reports, project schedules, and project level Earned Value Management reports, which outline program progress against cost and schedule, as well as life cycle cost estimates as required to the COTR by the 10th calendar day following the end of each month for review, processing, and acceptance.

The Contractor shall participate in Integrated Baseline Reviews (IBR) when deemed appropriate by the COTR. Such reviews shall be scheduled as early as practicable and should be conducted within 90 calendar days after (1) task order award, (2) the exercise of significant task order options, or (3) the incorporation of major modifications. The objective of the IBR is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks. Each scheduled IBR shall be incorporated into the project schedules.

### **13.1 BI-WEEKLY STATUS MEETINGS**

At an agreed upon date established by the Contractor and COTR, bi-weekly status meetings will be held by the COTR to discuss status of projects, issues, and problem areas related to the projects. The Contractor shall document the results of this meeting and submit this documentation along with the monthly invoice.

### **13.2 STATUS BRIEFINGS**

As required by the COTR, the Contractor shall attend meetings with the COTR and/or other BEMS project participants and review work accomplished, work in progress, plans for future work, and issues pertinent to the performance of work tasks that require BEMS attention. The Contractor shall develop as necessary, written recommendations for future project management/information systems, oral presentations and/or executive briefings to be scheduled. Proposed changes to the project plan shall be discussed with and approved by the COTR.

## **14 INVOICES**

### **14.1 INVOICE REQUIREMENTS**

#### **(a) Period of Invoice**

- Invoices shall be submitted for all costs incurred during the reporting period every two (2) weeks. Invoices shall separately identify costs for each task, order, or modification. Invoices shall include copies of all Contractor time sheets. Invoices for work performed by sub-contractors and for any other direct costs such as travel must include copies of receipts and or invoices paid as substantiating data. There shall be a lapse of no more than sixty (60) days between time of the performance and submission of an invoice.
- Invoices for the cost of any subcontractor shall be submitted separately, if there is any delayed billing for the hours worked by the subcontractor. Invoices for subcontractor hours shall reflect the actual dates the subcontractors performed their work and shall not be consolidated into the Contractor's invoices with differing periods of performance.

(b) **Invoice Submission Method**

Invoices shall be submitted to the COTR, Contract Administrator and Accounts Payable either via mail or electronically.

For hard copy submissions to Accounts Payable use the following address.

- (1) U.S. Customs and Border Protection  
**Accounts Payable Invoice Team**  
P.O. Box 68908  
Indianapolis, IN 46268

The Accounts Payable Team *does not need copies of the time sheets*. If available, time sheets should be submitted electronically. If only available in hardcopy, the time sheets must arrive no later than the receipt of the invoice.

- (2) A copy of the invoice shall also be submitted to the COTR and to the Contract Administrator, either in hard copy or electronically by email.

Contractor Time sheets must be submitted with the invoice that is presented to the COTR and Contract Administrator. Contractor submitted time sheets are subject to COTR written approval. All time sheets presented for COTR approval shall be services within the scope of this task order.

Invoices will be rejected if not supported by Contractor time sheets and any other supporting/substantiating data such as, but not limited to, sub-contractor invoices or travel receipts.

- (3) Invoices shall be submitted every two weeks in arrears of services performed.

(c) **Invoice Detail**

Pursuant to the GSA Contract Terms, Invoices shall contain the following:

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the contract number, task order number and applicable line item numbers. Invoices for cost type task orders also shall contain the following:

1. All direct labor charge substantiated by hours and dollars incurred by labor category.
2. All other direct cost (if any) substantiated at the same level as originally proposed.
3. All subcontract costs (if any) substantiated by cost category at the same level of detail as the prime costs.

4. All indirect costs based on application of the indirect billing rates applied to the applicable cost bases.
5. All charges for Fixed FEE. Subject to the withholding provisions of the contract clause entitled "Fixed Fee" incorporated into section I of the contract. The fixed fee specified above shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost.
6. Cumulative value to date of all billings against the applicable task order.

Invoices for cost type task orders shall be submitted no more than every two weeks. A minimum amount of \$500 per invoice is required, unless the invoice is a final invoice.

Additional substantiating data:

Invoices shall contain the following information:

- Company name and address
- Name and address of person to whom payment is to be sent, including EFT information, if applicable
- Name, title, and phone number of the person to notify in the event of defective invoices
- Period being invoiced. This must include the beginning and end dates (dd/mm/yyyy format) of the calendar month or billing cycle period being invoiced.
- Contract or Task Order Number.
- Contract/Task Order Modification Number.
- Total value of the Contract/Task Order/Modification
- Contract/Task Order Period of Performance.
- Monthly Tabulation of Costs Submitted as follows:
  - By Funding Source, Project,  
Individual employee, Labor Category, Labor Category Rate,  
Monthly hours, and Monthly Cost, and Monthly Accumulation of  
hours and cost;
- Summary Tabulation of Costs Submitted as follows:
  - By Funding Source, Project,  
Individual employee, Labor Category,  
Labor Category Rate, Summary hours to date;  
Total Cost
- Certification by a competent company official that the invoice contains all incurred costs for the month to the best of the official's knowledge.

(d) **Other Direct Costs (ODC)**

ODC's may be procured in support of this task order and any associated O&M efforts. Any costs anticipated for other direct costs for such things as materials, equipment, consulting, and training costs associated with utilization of the contractor provided tools, regular and overnight shipping services, Video Teleconferencing, among others. All known ODC's must be proposed by the offeror's prior to award. Any ODC's that become required during task order performance require the review and approval of the COTR and the Contracting Officer.

(e) **Invoicing for Travel**

The contractor may invoice monthly on the basis of cost incurred for *non-local* travel CLIN. Non-local travel is defined as any travel outside of the place of performance as defined in Section 10. The Contractor shall conduct temporary duty trips in support of the efforts described in the task order. In the event that such travel is required, both the COTR and the Contracting Officer must approve such travel in advance. CBP will reimburse all allowable travel costs. All travel costs are subject to Federal Acquisition Regulation Subpart 31.205-46, Travel, the Federal Travel Regulation, and the CBP Travel Handbook. Unallowable costs include such items as: 1) mileage costs in the use of a privately owned vehicle for to and from place of work; 2) parking fees; 3) fines of any kind; and 4) air fare tickets above the Government authorized amount. The Contractor shall ask for a Tax Exemption Waiver before travel commences. The invoice shall include the period of performance covered by the invoice, the CLIN number and the name of the individual(s) traveling. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Separate worksheets, in MS Excel format, shall be submitted for travel with separate columns for the Project Total Travel. This will identify all current and past travel on the project and their total Project costs billed. The listing shall include separate columns and totals for the following information concerning the current invoice period and the project to date:

- Purpose of travel
- Current invoice period
- Names of persons traveling
- Number of travel days
- Dates of travel
- Number of days per diem charged
- Per diem rate used
- Total per diem charged
- Transportation costs
- Other charges
- Total charges

All cost presentations provided by the contractor shall also include Overhead Charges and General and Administrative Charges.

## 15 DELIVERABLES AND DELIVERY SCHEDULE

All contractor deliverables or work products shall remain categorized as "Official Use Only." The release of any portion must be authorized in writing by the government.

The Contractor shall submit the deliverables that are indicated in the table below to the COTR. Unclassified soft copies are acceptable via Email if approved in writing by the COTR in advance of delivery. The Contractor shall respond to the Government's required format for all deliverables prior to commencing any effort on the tasking. The Contractor will be notified in writing by the COTR upon final acceptance of all written deliverables.

<i>REFERENCE</i>	<i>DELIVERABLES</i>	<i>DESCRIPTION</i>	<i>DUE DATES</i>
General Task Order Requirements	Bi-Weekly meeting with COTR	As defined in SOW, Section 13.1	Commence within 30 days of Contract award and continue bi-weekly till end of contract PoP.
General Task Order Requirements	Status Meeting	As defined in SOW, Section 13.2	Commence within 30 Days after Contract award and continue as needed till end of contract PoP.
General Task Order Requirements	Monthly Status Reporting	As defined in SOW, Section 14.1c	30 Days after Contract award and monthly thereafter

### 15.1 GOVERNMENT ACCEPTANCE OF DELIVERABLES

All written contract deliverables require COTR approval and formal acceptance by the COTR. The Government will have up to 10 business days after receipt of a deliverable to accept or reject any product. If the COTR reject a deliverable, the Contractor will be provided specific written comments detailing the basis for the rejection and recommended corrective action. The Contractor shall have up to 10 calendar days to address each specific written comment by either incorporating the requested Government change, or providing an explanation of why the Government change is not being incorporated. The Government will have an additional five calendar days to review and provide a final decision regarding acceptance or rejection of the deliverable.

## 16 OFFICIAL TRAVEL

Travel will be reimbursed in accordance with FAR subsection 31.205-46, Travel Costs and the General Services Administration's Federal Travel Regulations.

The estimate of travel costs is anticipated to be \$25,000.00 for the base period of one (1) year and \$25,000.00 for the option year. This is a "Not to Exceed" (NTE) amount that may be modified as events warrant.

## 16.1 TRAVEL AUTHORIZATION REQUESTS

Prior to any long distance travel, the contractor must obtain written COTR approval. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

### Content of Travel Requests

Requests for travel approval shall contain:

- Date, time and points of departure
- Destination, time and dates of arrival
- Name of each contractor employee and position title
- Description of the travel proposed including a statement as to purpose
- Summary, by traveler
- Task Order number

Travel requests shall be submitted in advance of the travel with sufficient time to permit review and approval.

## 17 PERIOD OF PERFORMANCE

The Border Enforcement and Management Systems support period of performance is anticipated to be a total of 2 years (24 months). There is an anticipated One-Year Base Period and one (1) Twelve-Month Option Period.

Performance Period	Duration	From/To Dates
Base Period: Includes Transition Plan	12 Months	Date of Award for one year.
Option Period 1	12 Months	One year from end of base period.
Transition out	NTE 6 Months	Following Option period 1.

## 18 GOVERNMENT FURNISHED PROPERTY, INFORMATION, AND EQUIPMENT

- (a) CBP intends to furnish only that equipment necessary for the Contractor to carry out its work efforts under this task order at the government facility. This only includes desk, chair, desk phone, and desktop computer. While performing work under this task order in DHS/CBP facilities, the Contractor may have the use of other normal office EIT devices, such as FAX machines (not classified), copiers, projectors, etc.
- (b) The COTR shall approve any requirement for off-site work due to emergency or other exigent circumstances. The Contractor shall be provided laptop computers and remote access devices for this type of effort when required.

## 19 TASK ORDER CLOSEOUT AND TRANSITION WORK PLAN

The Contractor shall provide a Plan for closing out task order effort at the end of the performance period. The Plan shall be part of the overall close out effort associated with the Task Order. This Plan shall address the following items:

- The Plan shall be submitted to the Government representatives 120 days prior to completion of the period of performance;
- The Plan shall identify all of the deliverables, as a historical record, to assist the Government staff in planning future efforts;
- The Plan shall include recommendations to the Government for improving the current activity;
- The Plan shall include a schedule to transfer the contracted service and deliverables to ensure continued support for the Government;
- The Plan shall include an orientation phase in the schedule to inform Government personnel, programs, and other users of the program team of tools, methodologies, and business processes, equipment, furniture, phone lines, computer equipment, etc.;
- Transfer of all necessary business and/or technical documentation;
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance;
- Applicable debriefing and personnel out-processing procedures.

### 19.1 TRANSITION WORK PLAN

The Offeror's shall develop and submit a Transition Plan with their proposals. The Transition Plan shall describe, in detail, the process for an orderly transition of work from the incumbent to the newly awarded Contractor. The winning Contractor shall assume operating system support responsibilities in accordance with its Transition Plan, processes, procedures, and schedule. The Contractor shall not deviate from the plan without written approval of the Program Office Task Monitors or the COTR. **The Contractor is fully liable for damages incurred as result of any deviation from the plan.** The Transition Plan must fully describe all pertinent information for the effective and efficient transition of operations and maintenance activities, as well as management of program office support, including disaster recovery processes and procedures, transition plans, and continuous process improvement. In addition and most important, this plan shall include the identification of any risks associated with the transition and the Contractor's plan to mitigate such risks. Included in the identification of risk, the plan shall outline a strategy for mitigation in the event the primary transition is not successful.

The Contractor shall implement the ramp-up process without disruption to Program Office operations or interruption/delay in the data processing production schedule. The Contractor shall be fully responsible for all aspects of the work under this contract throughout the ramp-up period. **The Contractor shall make all necessary preparations to begin task order performance in accordance with its Transition Plan in order to ensure no impact to scheduled critical activities.**

## 20 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

Name: b(6)  
Address: 2850 Eisenhower Avenue  
Plaza Level  
Alexandria, VA 20598

Tel. No.: b(6)  
Fax No.: b(6)  
Email: b(6)@dhs.gov

## 21 DHS GEOSPATIAL INFORMATION SYSTEM COMPLIANCE

All implementations shall comply with the policies and requirements set forth in the DHS Geospatial Information Infrastructure (GII), including (but not limited to) the following:

- \* The DHS geospatial data model shall be used building to the GII.
- \* All data within the GII, whether adopted or developed, shall be submitted to the government for review and insertion into the DHS Data Reference Model.