

ATTACHMENT 3

BPA COW-3-A-0123/MOD A001

BPA PRICE LIST

Identix Booking Station System - TP 3000LD-ED

1-Feb-05

3rd Option Year: 09/30/06 THRU 09/29/07

(b)(4)

Item No.	Description	GSA Price	Discount %	BPA Price	Est. Qty	Unit	Total Amount
3001	Live Scan Systems/Custom Software	\$18,713.00					
3002	Installation/Integration Services	\$3,230.00					
3003	Remote Software Upgrades	\$165.00					
3004	Hardware Maintenance (Annual)						
3004AA	During warranty period	\$1,097.00					
3004AB	Outside of warranty period	\$2,993.00					
3005	Technical Support (Hotline) (Annual)	\$1,995.00					
3006	On-Site Training	\$1,530.00					
3005AA	User Training	\$1,530.00					
3006AB	Systems Administrator Training	NSP					
3007	System Relocations (See Note Below)						
3008	Other Direct Costs (ODCs):						
3008A	Shipping - Domestic & Overseas						
3008B	Travel - Domestic & Overseas						
3008C	Materials						
3009	Equipment Trade-In Credit - Year 4						
	Total Price for Item 3001 thru 3009						\$1,652,105.00

G&A Rate for ODC's: 0%
 Material Handling Fee Rate: 0%
 GSA Schedule Contract EPA Rate: 0%

Note:

Exclude transportation cost. Transportation cost will be negotiated by each call.
 System relocation will include costs for deinstallation, packing, & reinstallation of system.

Note 1:

In order to comply with the requirements of the RFP we had bid to the minimum level of service plus value added services based on our historical Customized Customer Care Package. Our BID price contains the Customized Customer Care Package for BCIS.

ATTACHMENT 3

BPA COW-3-A-0123/MOD A001

BPA PRICE LIST

Identix Booking Station System - TP 3000LD-ED

1-Feb-05

4th Option Year: 9/30/07 THRU 9/29/08

(b)(4)

Item No.	Description	GSA Price	Discount %	BPA Price	Est. Qty	Unit	Total Amount
4001	Live Scan Systems/Custom Software	\$18,713.00					
4002	Installation/Integration Services	\$3,230.00					
4003	Remote Software Upgrades	\$165.00					
4004	Hardware Maintenance (Annual)						
4004AA	During warranty period	\$1,097.00					
4004AB	Outside of warranty period	\$2,993.00					
4005	Technical Support (Hotline) (Annual)	\$1,995.00					
4006	On-Site Training	\$1,530.00					
4006AA	User Training	\$1,530.00					
4006AB	Systems Administrator Training	NSP					
4007	System Reocations (See Note Below)						
4008	Other Direct Costs (ODCs):						
4008A	Shipping - Domestic & Overseas						
4008B	Travel - Domestic & Overseas						
4008C	Materials						
4009	Equipment Trade-In Credit - Year 4						
	Total Price for Item 4001 thru 4009						\$2,343,155.00

G&A Rate for ODC's: 0%
 Material Handling Fee Rate: 0%
 GSA Schedule Contract EPA Rate: 0%

Note

Exclude transportation cost. Transportation cost will be negotiated by each call.
 System reocation will include costs for deinstallation, packing, & reinstallation of system

Note 1

In order to comply with the requirements of the RFP we had bid to the minimum level of service plus value ; services based on our historical. Customized Customer Care Package. Our BID price contains the Customized Customer Care Package for BCIS.

Handwritten signature

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 05/02/2005	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY CIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (if other than item 6) CIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS
8. NAME AND ADDRESS OF CONTRACTOR (incl. name, address, city, state and ZIP Code) IDENTIX INCORPORATED 5600 ROWLAND ROAD SUITE 205 MINNETONKA MN 553434315		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
147586762000 FACILITY CODE		9C. MODIFICATION OF CONTRACT/ORDER NO. X 9SSCCG-05-A-0051 9D. DATED (SEE ITEM 13) 09/30/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers. is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and its amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS

<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 13A.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in buying office, or preparation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: Mutual Agreement
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/control subject matter where feasible.)
GSA Contract #: GS-07E-0112H
Tax ID Number: 411545069
DUNS Number: 147586762

The purpose of this modification is to update the BPA terms and the Statement of Work.

a. Paragraph 2.7 of BPA terms and conditions is deleted and replaced with the following:
2.7 Ordering Officers.

Calls will be placed by Contracting Officers assigned to:

Continued ...

Exhibit as provided herein, all terms and conditions of the document referenced in item 2A or 13A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Serry U. Ledesen Contract Manager	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laura B. Zuchowski
15B. CONTRACTING OFFICER 	15C. DATE SIGNED 5-2-05
15D. UNITED STATES OF AMERICA 	15C. DATE SIGNED 5/4/05

NSN 7540-01-132-0370 Previous edition unusable

STANDARD FORM NO (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.203

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSCCG-05-A-0051/P00005

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
IDENTIX INCORPORATED

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Citizenship and Immigration Services Contracting Office 70 Kimball Avenue S. Burlington, VT 05403</p> <p>b. Statement of Work, Attachment A, Security Requirements, is changed as follows:</p> <p>Existing Security Clause #10 is deleted and replaced with attached Security Clause #5.</p> <p>Period of Performance: 09/30/2003 to 09/29/2008</p>				

SECURITY REQUIREMENTS

GENERAL

U.S. Citizenship & Immigration Services (USCIS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

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

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive but unclassified information, shall undergo a position sensitivity analysis based on the duties, outlined in the Position Designation Determination (PDD) for Contractor Personnel, each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through OSI. Prospective Contractor employees shall submit the following completed forms to OSI through the COTR no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
3. FD Form 258, "Fingerprint Card" (2 copies)

4. Form DHS-11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Position Designation Determination for Contract Personnel Form

Required forms will be provided by USCIS at the time of award of the contract. Only complete packages will be accepted by OSI. Specific instructions on submission of packages will be provided upon award of the contract.

National Security Clearances (NSC) granted by DSS will be accepted by USCIS for access to sensitive but unclassified information. In lieu of security paperwork OSI will accept a Visit Authorization Request (VAR) for a contract employee with an active NSC granted within the last five years and an adequate background investigation completed within the last five years. In addition to the VAR a Personal Data Form (PDF) and cover sheet must be submitted to the COTR.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS IT system. USCIS will consider only U.S. Citizens and LPRs for employment on this contract. USCIS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

EMPLOYMENT ELIGIBILITY

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to USCIS for acts and omissions of his own employees and for any Subcontractor(s) and their employees to include financial responsibility for all damage or injury to persons or property resulting from the acts or omissions of the contractor's employees.

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

CONTINUED ELIGIBILITY

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

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

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

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to USCIS OSI. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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

SECURITY MANAGEMENT

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

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO P00006	3 EFFECTIVE DATE 02/21/2008	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO. (if applicable)
6 ISSUED BY CIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7 ADMINISTERED BY (if other than item 6) CIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) IDENTIX INCORPORATED 5600 ROWLAND ROAD SUITE 205 MINNETONKA MN 553434315		(X) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE 1475867620000 FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO HSSCCG-05-A-0051	10B DATED (SEE ITEM 11) 09/30/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

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

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

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 1 _____ copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
GSA Contract #: GS-07F-0112H
DUNS Number: 147586762

The purpose of this modification is to make changes in the BPA terms.

a. Paragraph 2.8 Ordering Procedures, add:
"The period of performance shall be specified on each call. Calls awarded during the period when the BPA is in effect may continue beyond the expiration date, at prices specified in the BPA, provided that the Call's period of performance does not exceed one year."

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

15A NAME AND TITLE OF SIGNER (Type or print) Charles E. Taylor Government Contracts Director	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul A. Shannon
15B CONTRACTOR/OFFEROR Charles E. Taylor (Signature of person authorized to sign)	16B UNITED STATES OF AMERICA Paul A. Shannon (Signature of Contracting Officer)
15C DATE SIGNED 2/26/08	16C DATE SIGNED 2/27/08

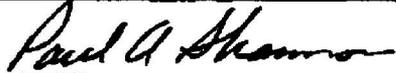
CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSSCCG-05--A-0051/P00006

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NAME OF OFFEROR OR CONTRACTOR
IDENTIX INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. Paragraph 2.13 is added to the BPA terms, as follows:</p> <p>"2.13 Advertisements, Publicizing Awards, and News Releases</p> <p>All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. 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 publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.</p> <p>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."</p> <p>Period of Performance: 09/30/2003 to 09/29/2008</p>				

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						1	15
1. DATE OF ORDER 05/08/2008		2. CONTRACT NO. (if any) HSSCCG-05-A-0051		3. SHIP TO:			
3. ORDER NO. HSSCCG-08-F-00270		4. REQUISITION/REFERENCE NO. See Schedule		a. NAME OF CONSIGNEE Office of Field Operations			
5. ISSUING OFFICE (Address correspondence to) CIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403				b. STREET ADDRESS 20 Mass. Ave NW, 1st Floor Attn: Mark Jeanraire			
				c. CITY Washington		d. STATE DC	e. ZIP CODE 20529
7. TO:				f. SHIP VIA			
a. NAME OF CONTRACTOR IDENTIX INCORPORATED				g. TYPE OF ORDER			
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 5600 ROWLAND ROAD SUITE 205				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. Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY MINNETONKA							
e. STATE MN				f. ZIP CODE 553434315			
8. ACCOUNTING AND APPROPRIATION DATA See Schedule				9. REQUISITIONING OFFICE			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> e. WOMEN-OWNED <input type="checkbox"/> f. HUBZone <input type="checkbox"/> g. EMERGING SMALL BUSINESS							
13. PLACE OF			14. GOVERNMENT BY. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS Net 30
a. INSPECTION Destination		b. ACCEPTANCE Destination					
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
	GSA Contract #: GS-07F-0112H DUNS Number: 147586762 Accounting Info: EXFD000 000 EX 200100000 1740000000000000 GE253800 000000 Continued ...						
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(A) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:							
a. NAME Office of Field Operations						\$1,719,120.00	
b. STREET ADDRESS (or P.O. Box) 20 Mass. Ave. NW, 1st Floor Attn: Mark Jeanraire							
c. CITY Washington,		d. STATE DC	e. ZIP CODE 20529		\$1,719,120.00		17(B) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Paul A. Shannon TITLE: CONTRACTING/ORDERING OFFICER			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 10/99)
Prescribed by GSA FPMR (41 CFR) 101-11.6

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

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

DATE OF ORDER
05/08/2008

CONTRACT NO.
HSSCCG-05-A-0051

ORDER NO.

HSSCCG-08-F-00270

(b)(4)

(b)(4)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Maintain Touchprinter Systems, in accordance with the attached Statement of Work.</p> <p>Requisitions: </p> <p>Period of Performance: 06/01/2008 to 05/31/2009</p> <p>The total amount of award: \$1,719,120.00. The obligation for this award is shown in box 17(i).</p>				1,719,120.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 1720)

FORM 7500-01-10-0002

5010-108

OFFICIAL FORM 44-400
Prescribed by GSA
See also CFR (41) 101-11.6

**Statement Of Work
United States Citizenship And Immigration Services
Application Support Center (ASC)
Touchprinter Live Scan System Maintenance**

1.0 Background

U.S. Citizenship and Immigration Services (USCIS) previously ordered 580 model TP 3500LC/LC-ED, and TP3000LD-ED Touchprinters from Identix Incorporated for use at Application Support Centers (ASCs). Touchprinter systems are used to digitally capture biometrics and electronically submit applicant fingerprint images to the Federal Bureau of Investigation (FBI). The fingerprints are used to conduct criminal background checks prior to the USCIS making a determination whether to grant immigration benefits to applicants. Touchprinters are used at approximately 136 USCIS Application Support Centers (ASCs) located throughout the United States and the U.S. territories of Guam, the Virgin Islands, and Puerto Rico.

2.0 Scope

This SOW requires the Contractor to provide maintenance services to the USCIS on 580 Touchprinters from ~~Jun 1, 2008~~ through ~~May 31, 2009~~. All maintenance coverage identified in this SOW is in accordance with Blanket Purchase Agreement (BPA) HSSCCG-05-A-0051. Covered systems are listed in Attachment 1.

3.0 Maintenance and Technical Support Services (Hotline)

3.1 Technical Support Services (Hotline)

The Contractor shall provide a system of technical support for all Live-Scan systems delivered by the Contractor. Current covered systems are listed in Attachment 1. The Contractor shall provide hotline support via a toll-free number to be available as follows:

Sunday	Closed.
Monday	9 am e.s.t – 5 pm p.s.t. (ET/PT, when applicable)
Tuesday	9 am e.s.t – 5 pm p.s.t. (ET/PT, when applicable)
Wednesday	9 am e.s.t – 5 pm p.s.t. (ET/PT, when applicable)
Thursday	9 am e.s.t. –5 pm p.s.t (ET/PT, when applicable)
Friday	9 am e.s.t – 5 pm p.s.t. (ET/PT, when applicable)
Saturday	9 am e.s.t – 5 pm p.s.t. (ET/PT, when applicable)

See Attachment 2 for specific operating times for each ASC.

The DHS Help Desk will use the hotline to report technical problems for all sites. The Contractor shall provide a telephonic response within one (1) hour, at which time a resolution or plan for resolution will be provided.

The Contractor shall provide the most effective method of providing responsive technical troubleshooting and resolution support, to include dial-in remote access support, if applicable. If the Government elects, at its sole discretion, to implement the Contractor's remote access support plan, the Government will provide dial-up connections via the use of Government issued SecureID tokens.

The Contractor shall provide a monthly utilization report to USCIS. This report shall detail the number of calls received, time to respond to messages, time of arrival if an on-site maintenance call, technician's name, time to resolve, type of problem, solution, corresponding Help Desk ticket number, location of problem, and point of contact.

3.2 Remedial and Preventive Maintenance Services

The Contractor is responsible for hardware and software maintenance support for Live-Scan systems listed in Attachment 1. The Contractor shall provide all maintenance coverage necessary to meet the requirements of this SOW. The Contractor shall coordinate warranty information and warranty services with the manufacturer of the hardware or software. Subject to security policies, regulations and procedures, the Government will permit on-site access to the equipment that is to be maintained.

3.2.1 General Maintenance Requirements

The Contractor shall provide all necessary personnel, materials, parts, tools, diagnostic and test equipment, technical manuals/publications and other services as may be required for the hardware maintenance support.

- Maintenance support shall include technical troubleshooting, problem resolution and component repair in order to maintain and keep the equipment covered under the order in full operating condition.
- The Contractor shall provide data concerning all maintenance activities. A service incident report (SIR) shall be available to the Government for any maintenance rendered by the Contractor under this order.

3.2.1.1 Periods of Maintenance

The Principal Period of Maintenance (PPM) and Official Operation Hours for equipment covered under this order is as shown on Attachment 2, Monday through Friday or Tuesday through Saturday (five (5) days per week), excluding Federal Holidays.

3.2.1.2 Hardware Maintenance

1. Preventive Maintenance

Preventive Maintenance is defined as regularly scheduled activities to maintain hardware in full operating condition. Preventive maintenance shall be performed during remedial maintenance calls and/or during a mutually acceptable time during the specified PPM, unless otherwise agreed to by the Contractor and the Government.

2. Remedial Maintenance

Remedial maintenance is defined as identifying the source of an equipment or software malfunction and either repairing or replacing the malfunctioned component or subsystem. The Contractor shall provide the parts and equipment required for the diagnosis and repair of malfunctioning components of the Live-Scan system at the most cost effective manner available which will also minimize the downtime of the system. Remedial maintenance shall include transportation, labor, and parts required for return of a malfunctioning system or equipment to full operating condition.

Repaired and/or replaced parts and labor shall be warranted for the standard commercial warranty period from the date the service is rendered. If additional calls are required during the warranty period, for the warranted repair, they shall be made at no additional cost to the Government.

The Contractor's responsibilities for remedial maintenance shall include:

- The administration and management of all warranties associated with the Live-Scan systems.
- Tracking the status and invoking the use of all applicable warranties of the Live-Scan systems.
- Telephonic responses to the originator within 1 hour of trouble call
- Support within 48 hours for ASCs within 100 miles of maintenance support site
- Support within 72 hours for ASCs located beyond 100 miles from the maintenance support site.

Remedial maintenance shall be performed after notification that the system is inoperative (down). The Contractor shall provide the Government with a designated point of contact and make arrangements to enable its maintenance representative to receive such notification and provide continuous telephone coverage within the PPM to permit the Government to make such contact (See Section 3.1, Technical Support Services (Hotline)). Within one (1) hour of notification, the Contractor shall provide a telephonic response that assesses the situation, identifies the problem, and proposes the resolution and the time to fix the problem. Resident on-site maintenance at USCIS sites or other fingerprinting sites is not required.

Downtime is that time in which the Contractor maintained equipment is inoperable due to a hardware malfunction. If the failure of one device causes other devices to be inoperable, these other devices may, at the Government's option, be considered down also. A determination of downtime will be made solely by the Government. Downtime for each failure shall start at the time the Government notifies the Contractor of a failure and shall run until the failed equipment is returned to full operating condition.

Types of Coverage Required

The Contractor shall provide all maintenance coverage necessary to meet the requirements of this SOW, to include system performance requirements in SOW Section 4.0.

3.2.1.3 Performance Deductions

The Government has determined that the Live-Scan equipment provided under this BPA will perform functions that require assessment of payment deductions if the Contractor fails to correct technical malfunctions within the Government's timeframes specified below,

The Contractor shall provide all remedial action necessary to correct technical failures in Live-Scan equipment at sites within the 48 contiguous United States within three (3) business days of the trouble call, and within five (5) business days of the trouble call for sites overseas and in Alaska, Hawaii, and U.S. territories. The Contractor shall incur a \$100 pay deduction per day per machine for each machine that remains down beyond these required timeframes. The Contractor shall not incur deductions when Acts of God (e.g., weather), Government actions (e.g., denial of facilities access), or other events outside of Contractor control prevent the Contractor from providing remedial action within the required timeframes.

3.2.1.4 Responsibilities of the Contractor

1. Parts Quality

The Contractor shall use only new standard parts or refurbished parts, certified as equal in performance to new parts by the Original Equipment Manufacturer, in performed repairs. Parts that have been replaced shall become the property of the Contractor. The Contractor shall maintain a replacement parts policy consistent with supporting the performance requirements as stated in this SOW.

2. Protection of Information During Equipment Maintenance

The Contractor shall prevent loss of hard drive information during all maintenance activities by taking steps to protect and, at the Government's option, restore as necessary, any information residing in the equipment being maintained. The Contractor is responsible for the erasing or wiping of information from all hard drives removed or replaced by the Contractor. Hard drives must be wiped

under the supervision of the Government Computer Systems Security Officer (CSSO). The Contractor shall be responsible for notifying the Contracting Officers Technical Representative (COTR) or designated representative if a hard drive containing information has been removed from a Government facility without erasing the data contained on the hard drive.

3. Service Incident Reports (SIRs)

The Contractor shall maintain an electronic database of all SIRs to respond to Government inquiries regarding specific problems and issues. The SIR shall contain at a minimum, the following information:

- (1) Name of person requesting service
- (2) Location, including office, city and state/country
- (3) Phone number of the person requesting service
- (4) Type of equipment
- (5) Serial number and Government property control number (PCN) of component being serviced
- (6) Date and time of request for service
- (7) Type of service
- (8) Date and time of arrival of maintenance personnel (if applicable)
- (9) Date and time replacement part shipped (if applicable)
- (10) Description of problem
 - (11) Parts replaced
- (12) Date and time problem was resolved
- (13) Reason problem not resolved within required timeframe (if applicable)
- (14) Any required follow-up actions
- (15) Help Desk ticket number; and
- (16) Name of individual at affected site certifying the repair was completed

3.2.1.5. Report Deliverables

The contractor shall provide report deliverables as specified in BPA calls. The contractor shall provide the deliverables in electronic format to the extent possible. All documentation developed by the contractor shall become the property of the government and shall not contain proprietary markings.

DELIVERABLE SCHEDULE

Deliverable	Due Date	Task
Utilization Report	Monthly (5 th of each following month)	Para. 3.1
Service Incident Report (SIR)	As required	Para. 3.2.1.4

3.2.1.6 Invoices

The Contractor shall submit a monthly invoice directly to the COTR by the 10th working day following the end of each monthly reporting period. An electronic copy is acceptable.

4.0 System Performance

The Contractor shall ensure that the Live-Scan systems meet the following availability and reliability requirements:

Live-Scan Systems

95% availability per machine

- Mean Time Between Failures of 4,000 hours per machine

Availability is defined as a system that is technically operational and supporting the mission of fingerprinting applicants. The Live-Scan system is "unavailable" if it is engaged in an activity that is not in direct support of the fingerprinting mission (e.g., remedial or preventive maintenance).

At the Government's request, the Contractor shall replace systems that do not meet the stated requirements, above, at no cost to the Government.

5.0 Facility Access Control

The Contractor shall observe all internal building security regulations that apply to any and all buildings concerned with this contract. The Contractor shall only enter the facility or building with continuous escort service. When entering and departing the facility or building each Contractor must sign in and out as required at the site.

Equipment and Materials Dismantling, Handling, and/or Hauling: The Contractor shall coordinate the moving of equipment and materials within the facility before dismantling, handling and/or hauling same with the COTR or authorized Government representative. The Contractor shall notify the COTR or authorized Government representative to reach a mutually acceptable time and date corrective action will be completed for work required in response to an emergency or urgent service call within the response times specified herein. The Government reserves the right to inspect the equipment before, during and after any work performed.

Temporary Outages: The Contractor shall coordinate all temporary outages of any equipment with the COTR/authorized representative not less than 72 hours in advance of such outages.

6.0 SECURITY REQUIREMENTS

6.1 GENERAL

U.S. Citizenship & Immigration Services (USCIS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified information, and that the Contractor will adhere to the following.

6.2 SUITABILITY DETERMINATION

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

6.3 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive but unclassified information, shall undergo a position sensitivity analysis based on the duties, outlined in the Position Designation Determination (PDD) for Contractor Personnel, each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through OSI. Prospective Contractor employees shall submit the following completed forms to OSI through the COTR no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
3. FD Form 258, "Fingerprint Card" (2 copies)
4. Form DHS-11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Position Designation Determination for Contract Personnel Form

6. Foreign National Relatives or Associates Statement

Required forms will be provided by USCIS at the time of award of the contract. Only complete packages will be accepted by OSI. Specific instructions on submission of packages will be provided upon award of the contract.

National Security Clearances (NSC) granted by DSS will be accepted by USCIS for access to sensitive but unclassified information. In lieu of security paperwork OSI will accept a Visit Authorization Request (VAR) for a contract employee with an active NSC granted within the last five years and an adequate background investigation completed within the last five years. In addition to the VAR a Personal Data Form (PDF) and cover sheet must be submitted to the COTR.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS IT system. USCIS will consider only U.S. Citizens for employment on this contract. USCIS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

6.4 EMPLOYMENT ELIGIBILITY

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to USCIS for acts and omissions of his own employees and for any Subcontractor(s) and their employees to include financial responsibility for all damage or injury to persons or property resulting from the acts or omissions of the contractor's employees.

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

6.5 CONTINUED ELIGIBILITY

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