

2. CONTRACT (Proc. Inst. Ident.) NO. HHSN316201200193W/HSSCCG-14-F-00294	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. TFM140053.1
---	------------------------------------	--

5. ISSUED BY CODE CIS	6. ADMINISTERED BY (if other than item 5) CODE
-----------------------------	---

USCIS Contracting Office
Department of Homeland Security
70 Kimball Avenue
South Burlington VT 05403

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
--	--

DV UNITED LLC
7343 WAVERLY DRIVE
WARRENTON VA 20186

9. DISCOUNT FOR PROMPT PAYMENT Net 30	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
--	---

CODE 5572584360000	FACILITY CODE
--------------------	---------------

11. SHIP TO/MARK FOR CODE HQOIT	12. PAYMENT WILL BE MADE BY CODE WEBVIEW
---------------------------------------	--

Department of Homeland Security
US Citizenship & Immigration Svcs
Office of Information Technology
111 Massachusetts Ave, NW
Suite 5000
Washington DC 20529

See Invoicing Instructions

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
---	---

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT	\$1,832,281.00
-------------------------------	----------------

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	52-64
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-17	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	18-43	X	J	LIST OF ATTACHMENTS	65
X	D	PACKAGING AND MARKING	44	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	45	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	46				
X	G	CONTRACT ADMINISTRATION DATA	47-48	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	49-51	M	EVALUATION FACTORS FOR AWARD		

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by (b)(4) reference herein. (Attachments are listed herein.)

18. **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

(b)(6)

20A. NAME OF CONTRACTING OFFICER
Ned R. Ross

19C. DATE SIGNED
6/24/2014

20B. UNITED STATES OF AMERICA
BY 

(Signature of person authorized to sign)

20C. DATE SIGNED
6-27-14

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
2 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 557258436+0000 In accordance with FAR 16.306(d)(2), this is a cost-plus-fixed-fee term task order. The Contractor is to provide a specified level of effort over a stated period of time. The contractor is obligated to provide the level of effort specified in each awarded CLIN (see Attachment 1).</p> <p>It is anticipated that performance of the task order will commence on July 1, 2014 - however, full performance will not begin until satisfactory personnel employment suitability clearances have been received and successfully processed by the USCIS Security Office and a written Notice to Proceed is issued by the Contracting Officer. The performance period will be adjusted based upon the Contracting Officer's written Notice to Proceed.</p> <p>AAP Number: 201205005 DO/DPAS Rating: NONE Accounting Info: ITFADSO OIT EX 20-05-00-000 20-00-0000-00-00-00-00 GE-25-86-00 000000 FOB: Destination Period of Performance: 07/01/2014 to 06/30/2016</p> <p>Base Period: 07/01/2014 - 12/31/2014</p>				(b)(4)
0001	<p>Project Management</p> <p>Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]</p> <p>Contractor to provide Level of Effort (LOE) specified in Attachment 1</p>				(b)(4)
0002	<p>Agile Development Team</p> <p>Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]</p> <p>Contractor to provide Level of Effort (LOE) specified in Attachment 1</p>				
0003	<p>Agile Development Team Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
3 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1				
0004	Optional Agile Development Teams Amount: \$0.00 (Option Line Item) (Not Separately Priced)		LO		0.00
0004AA	Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				0.00
0004AB	Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				0.00
0004AC	Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				0.00
0004AD	Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
4 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4) 0004AE	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
0004AF	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
0005	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) NITAAC Contract Access Fee [redacted] of dollar amount obligated in CLINs (0001-0004AF) Option Period 1: 01/01/2015 - 06/30/2015				(b)(4) [redacted]
1001	Project Management Estimated Cost [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
1002	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
5 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003 (b)(4)	Optional Agile Development Teams Amount: \$0.00 (Option Line Item) (Not Separately Priced)		LO		0.00
1003AA	Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
1003AB	Agile Development Team Estimated Cost = [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
1003AC	Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
1003AD	Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
1003AE	Agile Development Team Estimated Cost [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted] Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
6 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item)				
1003AF	Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee [redacted]				0.00
1003AG	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
1003AH	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
1003AI	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
1003AJ	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted] Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
7 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4) 1003AK	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item) Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				0.00
1003AL	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item) Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				0.00
1003AM	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item) Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				0.00
1003AN	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item) Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				0.00
1003AO	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item) Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
8 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4) 1003AP	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
1003AQ	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost = [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee [redacted]				0.00
1003AR	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
1003AS	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] Option Line Item) Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted]				0.00
1004	NITAAC Contract Access Fee [redacted] dollar amount obligated in CLINs 1001-1003AS) (Amount to be inserted by Government at the time Option Period 1 is exercised) Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
9 83

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option Period 2: 07/01/2015 - 12/31/2015				
2001	Project Management				0.00
(b)(4)	Estimated Cost [Redacted] Fixed Fee [Redacted] Estimated Cost + Fixed Fee = [Redacted]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [Redacted] (Option Line Item)				
2002	Agile Development Team				0.00
	Estimated Cost = [Redacted] Fixed Fee [Redacted] Estimated Cost + Fixed Fee = [Redacted]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [Redacted] (Option Line Item)				
2003	Optional Agile Development Teams Amount: \$0.00 (Option Line Item) (Not Separately Priced)		LO		0.00
2003AA	Agile Development Team				0.00
	Estimated Cost [Redacted] Fixed Fee [Redacted] Estimated Cost + Fixed Fee = [Redacted]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount [Redacted] (Option Line Item)				
2003AB	Agile Development Team				0.00
	Estimated Cost = [Redacted] Fixed Fee [Redacted] Estimated Cost + Fixed Fee = [Redacted]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [Redacted] (Option Line Item)				
2003AC	Agile Development Team				0.00
	Estimated Cost = [Redacted] Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
10 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
2003AD	Agile Development Team Estimated Cost [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				0.00
2003AE	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item) Agile Development Team				0.00
2003AF	Estimated Cost [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				0.00
2003AG	Agile Development Team Estimated Cost [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				0.00
2003AH	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item) Agile Development Team Estimated Cost = [REDACTED] Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
11 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item)				
2003AI	Agile Development Team Estimated Cost [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount [REDACTED] Option Line Item)				0.00
2003AJ	Agile Development Team Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount [REDACTED] Option Line Item)				0.00
2003AK	Agile Development Team Estimated Cost [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item)				0.00
2003AL	Agile Development Team Estimated Cost = [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount [REDACTED] Option Line Item)				0.00
2003AM	Agile Development Team Estimated Cost = [REDACTED] Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
12 83

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item)				
2003AN	Agile Development Team Estimated Cost = [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				0.00
2003AO	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item) Agile Development Team				0.00
2003AP	Estimated Cost = [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item)				0.00
2003AQ	Agile Development Team Estimated Cost = [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee [REDACTED]				0.00
2003AR	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item) Agile Development Team Estimated Cost = [REDACTED] Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
13 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				
(b)(4)	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
2003AS	Agile Development Team				0.00
	Estimated Cost [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
2004	NITAAC Contract Access Fee [REDACTED] of dollar amount obligated in CLINs 2001-2003AS) (Amount to be inserted by Government at the time Option Period 2 is exercised)				0.00
	Option Period 3: 01/01/2016 - 06/30/2016				
3001	Project Management				0.00
	Estimated Cost [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
3002	Agile Development Team				0.00
	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
3003	Optional Agile Development Teams Amount: \$0.00 (Option Line Item) (Not Separately Priced)		LO		0.00
3003AA	Agile Development Team Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
14 83

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
3003AB	Agile Development Team				0.00
	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
3003AC	Agile Development Team				0.00
	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
3003AD	Agile Development Team				0.00
	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
3003AE	Agile Development Team				0.00
	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
3003AF	Agile Development Team				0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
15 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				
3003AG	Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
3003AH	Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
3003AI	Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
3003AJ	Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
3003AK	Agile Development Team Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
16 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] (Option Line Item)				
3003AL	Agile Development Team				0.00
	Estimated Cost [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item)				
3003AM	Agile Development Team				0.00
	Estimated Cost = [REDACTED] Fixed Fee = [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount [REDACTED] Option Line Item)				
3003AN	Agile Development Team				0.00
	Estimated Cost [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item)				
3003AO	Agile Development Team				0.00
	Estimated Cost [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee = [REDACTED] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [REDACTED] Option Line Item)				
3003AP	Agile Development Team				0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294

PAGE OF
17 83

NAME OF OFFEROR OR CONTRACTOR

DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Estimated Cost [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				
3003AQ	Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
3003AR	Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
3003AS	Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Amount: [redacted] (Option Line Item)				0.00
3004	NITAAC Contract Access Fee [redacted] of dollar amount obligated in CLINs 3001-3003AS) (Amount to be inserted by Government at time Option Period 3 is exercised)				0.00

SECTION C – PERFORMANCE WORK STATEMENT

Flexible Agile Development Services (FADS)

Not business as usual . . .

1. OVERVIEW

FADS will provide USCIS with a Flexible Agile Development capability to accomplish IT development projects across the agency. FADS contractors will supply Agile development teams to participate in IT development projects using Scrum and other Agile and Lean processes. They will be part of an ecosystem, participating with federal employees and other contractors in a team-based Scaled Agile approach to deliver mission value frequently, cost-effectively, responsively, and with high quality.

The Government will oversee the architecture and design of systems, the Agile methodologies to be used, product planning and the flow of requirements, and code integration and deployment; the FADS contractors will be responsible for developing high-quality IT systems to work within those architectures and processes to meet the business requirements.

USCIS is a leader in the federal government's movement to Agile and lean IT delivery approaches, and the FADS contractors will participate in blazing new trails and innovating new ways to deliver government IT services.

2. AGENCY MISSION AND GOALS

The Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS) oversees lawful immigration to the United States. USCIS secures America's promise as a nation of immigrants by providing accurate and useful information to our customers, granting immigration and citizenship benefits, promoting an awareness and understanding of citizenship, and ensuring the integrity of our immigration system.

USCIS has 18,000 government employees and contractors working at 250 offices worldwide. USCIS' strategic goals include:

- Strengthening the security and integrity of the immigration system.
- Providing effective customer-oriented immigration benefit and information services.
- Supporting immigrants' integration and participation in American civic culture.
- Promoting flexible and sound immigration policies and programs.
- Strengthening the infrastructure supporting the USCIS mission.
- Operating as a high-performance organization that promotes a highly talented workforce and a dynamic work culture.

3. BACKGROUND

USCIS currently relies largely on the movement of paper to deliver immigration benefits and services. USCIS has launched and is currently using the paperless Electronic Immigration System (ELIS) that will transform nearly all of the Agency's processes. ELIS will take the immigration benefit process from a paper-based to an electronic environment and enable the agency to better serve its customers through a process that is more customer-centric, transparent, efficient, and accessible. The new approach will give USCIS a more comprehensive view of the customer and any potentially fraudulent transactions; improve audit functionality and record management; improve resource management; and increase the sharing of information with partners both inside and outside of DHS.

While ELIS will provide the core benefit-processing capabilities for the agency, the agency's responsibilities are broad and the Office of Information Technology (OIT) supports and develops a wide range of systems that fulfill the agency's needs. The FADS contract will provide development services for ELIS and other agency systems.

The agency is currently moving towards a new standard enterprise architecture for new systems. The new architecture is more scalable, maintainable, and less complex than the current USCIS architectures. This new architecture employs open source frameworks and platform-agnostic software wherever possible, to make it easier to deploy solutions on standard DHS private cloud infrastructure. ELIS will be the first USCIS system to transition to this new architecture.

4. FADS VISION

FADS will provide high-productivity Flexible Agile Development Services to help move the agency toward its envisioned state of a technologically innovative, state-of-the-art, electronic and customer-centric architecture to support the agency's mission.

USCIS is a leader in the federal movement toward the adoption of Agile approaches and use of cloud services to support the IT development pipeline, and is a leader in the DHS movement toward open source frameworks for application development and production. FADS contractors will participate in a team-based Agile environment. They will work alongside other teams of government contractors and federal employees to accomplish projects as assigned by the agency. For some development efforts (notably ELIS), there will be a number of Agile teams from several contractors working in parallel in a collaborative environment. These development teams will be supplemented by separate contractor-supported teams responsible for Architecture and Design, Processes and Practices (methodology), Continuous Integration and Continuous Delivery, Testing, Quality Assurance and Training Development for fielded capability.

The FADS contractors will be expected to work with a technical architecture and design specified by the government, and to work within the Agile process and SELC frameworks defined by the government team. Individual development teams will include government employees functioning as Product Owners, Subject Matter Experts, and so on. Teams may also have participation from IV&V testers. FADS contractors are expected to work well in these team environments and demonstrate a highly collaborative and cooperative attitude.

5 SCOPE

USCIS will create and maintain system roadmaps, project plans, and product and release backlogs that will be the basis for the FADS contractors' work. The Product Owner will specify high-level requirements to the Agile teams. As in typical Scrum-based Agile processes, the USCIS Product Owners will work together with the FADS teams to develop and estimate user stories and establish acceptance criteria. These acceptance criteria will specify expected functionality for a user story, as well as any non-functional requirements that must be met in the development of the story. The USCIS Product Owners, supported by SMEs and business analysts will determine whether or not acceptance criteria have been satisfied. USCIS may adopt other Agile processes such as but not limited to Kanban and Lean, and the contractor will be expected to conform its processes to these approaches.

FADS contractors are expected to provide high-performing, skilled development teams. Critical elements will be:

- High productivity
- High quality work
- Collaboration and cooperation with other teams and participants
- Technical skills and expertise as necessary (see below)
- Estimation and planning skills
- Innovation and creativity in problem solving

As DHS requires Section 508- compliant user interfaces, the contractor shall accredit a member of the team as a DHS trusted Section 508 tester. The providers of FADS services shall adopt evolving USCIS design and coding standards in the course of their application development. The contractor shall provide technical methods, techniques, and concepts that are innovative, practical, cost-effective, and conducive to Agile application development. The contractor shall develop applications based on requirements that are evolving and emerge as the business climate shifts. It is expected that all code developed by the teams will be for new functionality. FADS teams will not be responsible for maintenance of existing USCIS systems. FADS developers will be required to develop high quality code and are responsible for any technical debt that is incurred as a result of their development activities. Technical debt may be incurred as a result of design and development decisions made by the team due to competing priorities that may potentially increase the complexity of the code base, necessitating refactoring at a later date. Incurring technical debt may not be avoidable; however it must be addressed and "paid down" in future development activities.

Services in support of FADS shall be provided by teams of experts with demonstrated experience with USCIS specified tools and technologies as described in section 5.1 *Technical Landscape*. Agile development work involves some degree of analysis, requirements collection, design, development, and test, in addition to the support functions of configuration management, planning, project management, and infrastructure. The specific tasks applicable under this task order are detailed in section 6 *TASKS*.

Delivery is expected to follow Agile industry best practices, to include: version control, automated builds, automated testing, and continuous integration. FADS contractors shall participate in the deployment pipeline, which in will be managed by different contractor and USCIS teams.

5.1 Technical Landscape

The contractor shall use USCIS/DHS development and test environments, including the Enterprise System Development Office (ESDO) Development Test as a Service (DTaaS)

The USCIS technical landscape is shifting from a proprietary COTS-based framework to open source. The current ELIS2 development architecture has demonstrated success with a stack of predominately open source development and test tools that are currently under consideration for standardization across development teams. The FADS contractor shall utilize such a standardized development and test suite, with the expectation that the development and test architecture will evolve.

The simplified architecture for ELIS and other future development efforts may be based on Java, Oracle, Spring, JPA/Hibernate, Adobe, MongoDB, Drools, etc.

The COTS and open source tools, languages, utilities, and applications currently used and under consideration for the standardized environment are identified in *Table 1: Current Development and Test Tool Suite*. FADS contractors will have the opportunity to influence the development and test tool suite if sufficient justification is presented. FADS contractors shall have expertise in the technologies used in the new ELIS architecture.

Name	Version	Manufacturer	Function
Activiti		Activiti.org	Workflow and Business Process Management (BPM) Platform
Adobe Livecycle		Adobe	Adobe Livecycle
Chef	0.1	Opscode	Open source software deployment
Eclipse	Indigo sr2	Eclipse	IDE for software development
Git	1.7.10	Apache	Distributed version control
Gradle	1.0rc3	Gradle.org	Open source build automation tool
Hibernate	4	JBoss	Open source object / relational mapping library for Java
Java	7.x	Oracle	Language for software development
JBoss Application Server	7.0.2	JBoss	Open source application server
JBoss Rules Engine	5	JBoss	Open source rules engine
Jenkins	1.4	Jenkins CI	Open source continuous integration server
Junit			Unit testing
Liquibase	2.0.5	Liquibase.org	Open source database source code control
Maven	3.0.4	Apache	Open source build repository

Name	Version	Manufacturer	Function
MongoDB		10gen, Inc	Open source document oriented database system
Nexus	2.1	Sonatype	Open source repository manager
Notepad++	6.1.3	Notepad++	Text editor for software development
Oracle Database	11gR2	Oracle	Commercial database
MuleSoft Studio	1.3.1x64	MuleSoft	Open source integration framework
Rally		Rally	COTS ALM tool
Selenium			Browser testing in Firefox
Spring Framework	3.1.0e3.8	SpringSource.org	Open source Java framework
Drools		Apache	Open source rules engine

Table 1: Current Development and Test Tool Suite

6 TASKS

The tasks identified in the following sections describe the work that will occur in order to accomplish the vision, as identified in section 4 *FADS VISION*. FADS contractor shall propose teams that are able to perform the tasks as described, while conforming with the expectations outlined above, and with expert level ability in the technologies stated in section 5.1 *Technical Landscape*.

6.1 Provide Agile Teams

- a) Contractor shall provide Agile teams for the purpose of responding to specific application development requirements USCIS identifies. The contractor's work shall conform to the architecture and design provided by the USCIS Architecture and Design team and the Agile processes set up by the USCIS Processes and Practices team.

6.2 Development

Agile software development is a group of software development methods based on iterative and incremental development, where requirements and solutions evolve through collaboration between self-organizing, cross-functional teams. It promotes adaptive planning, evolutionary development and delivery, a time-boxed iterative approach, and encourages rapid and flexible response to change. It is a conceptual framework that promotes foreseen interactions throughout the development cycle. The *Agile Manifesto* introduced the term in 2001.

- a) Contractor shall be responsible for development teams performing the full suite of development tasks using Agile methodologies, including, but not limited to: participating in creating user stories for both business functionality, technical requirements and defining acceptance criteria; estimating the size of stories; solution design; development; and testing.

- b) Contractors shall assist in the documentation of user stories, acceptance criteria and tasks to be completed to fulfill the definition of done for a story.
- c) Contractors shall develop code and other artifacts against the user stories documented in task 6.2.a or as assigned by the government.

6.3 Code Quality and Standards Compliance

- a) Contractor shall develop code that does not add new technical debt to a release; the contractor shall correct any defects identified by testers, code reviewers, automated tools, or as part of the CI/CD activities etc.
- b) Contractor's work shall conform to the architecture and standards provided by the government and the Agile processes set up by the USCIS Processes and Practices team. This will include providing input to any documentation required to maintain compliance with DHS and USCIS standards, as specified by USCIS.
- c) The contractor's code shall meet the functional and non-functional requirements, meet database development requirements, and be deployable and fully tested in preparation for USCIS OIT Independent Validation & Verification (IV&V) review.

6.4 Test and Integrate

- a) Contractor shall be responsible for creating test cases and automated test scripts to support test automation activities.
- b) Contractor shall collaborate with other teams to support continuous code integration
- c) Contractor shall share test scripts (manual and automated) as needed with other testing entities.
- d) Contractor shall assist with crafting validation steps (both positive and negative testing) for user acceptance testing on an as needed basis.
- e) Contractor shall support the activities of the Integration and Configuration team to ensure the automatic build and deployment process works effectively across all environments, including the contractor's dev/test enclave. Deployment and testing in the dev/test environment should mimic closely the actions performed for deployment and testing in staging and production.
- f) Contractor shall perform development testing before the commit stage in the CI pipeline

6.5 Quality Control

- a) Contractor shall create a Quality Management Plan.
- b) Contractor shall ensure development-related activities are in accordance with the contractor's Quality Management Plan.

6.6 Administrative Activities

- a) The contractor shall collaborate with stakeholders, support contractors, and third party vendors throughout system integration, performance, security, Section 508, system acceptance, user acceptance, usability, and test and evaluation reporting.

- b) The contractor shall manage all contractor resources and supervise all contractor staff in the performance of work on this task order. The contractor shall manage and coordinate its team(s) on a day-to-day basis and ensure plans are communicated to team members. Likewise, the contractor must ensure that the health and progress against those plans are adequately reported.
- c) The contractor shall organize, direct and coordinate planning and execution of all task order activities.
- d) Vehicles for transparency, such as the agency Agile Application Lifecycle Management (ALM) tool, shall be maintained with data so that reports and charts can be generated as needed, and so that user stories, defects, and tasks and their status are available to stakeholders. Task boards and Sharepoint sites, meetings, and demos can be used to share information and report progress.

7 KEY PERSONNEL

The contractor shall identify key personnel and provide statements of qualifications for these individuals. Key personnel shall be current full time employees, contingent hires will not be accepted as key personnel submissions. The contractor shall identify key personnel who shall be the **management lead** and the **technical lead** for the task order as a whole. These individuals must have expertise in the Agile development methodology and experience using many of the tools included in the Development/Test Tool Suite identified previously.

The management lead shall ensure that all work on this contract complies with contract terms and conditions and shall have access to contractor corporate senior leadership when necessary. The contractor's management lead shall be the primary interface with the USCIS Contracting Officer's Representative (COR) and Contracting Officer (CO) and shall attend status meetings and ad hoc meetings with stakeholders as required, accompanied by the technical lead when necessary.

8 TRANSITION SUPPORT

In accordance with Agile principles, knowledge acquisition is expected to occur within the sprints, and thus a formal transition in plan is not required. Upon notice to proceed, the Contractor transition in will begin with the first sprint.

At the completion of performance of this task order, the contractor shall fully support the transition of the contractor's work that is turned over to another entity, either government or a successor offeror(s). The contractor shall assist with transition planning and shall comply with transition milestones and schedules of events.

The contractor shall be responsible for the implementation of the transition and application cutover activities. The transition shall cause no disruption in development services. To ensure the necessary continuity of services and to maintain the current level of support, USCIS may retain services of the incumbent Contractor for some, or all of, the transition period, as may be required.

The contractor shall be responsible for the transition of all technical activities identified in this task order. As part of the transition, the contractor shall be responsible for:

- Inventory and orderly transfer of all GFP, to include hardware, software, and licenses, Contractor Acquired Government Property, and Government Furnished Information (GFI)
- Transfer of documentation currently in process
- Transfer of all software code in process
- Certification that all non-public DHS information has been purged from any contractor-owned system
- Exchange of accounts to access software and hosted infrastructure components
- Participate in knowledge transfer activities in accordance with the transition plan
- Provide members to and participate in transition management team

If the government provides a Transition Plan template, the contractor shall complete it as assigned, otherwise the contractor shall submit a Transition Plan at the direction of the government. The Transition Plan shall:

- Document the strategic approach
- Identify equipment, hardware, software, documents and other artifacts that are included in the transition
- Establish milestones and schedules
- Establish activities
- Identify transition risks and risk mitigation
- Define roles and responsibilities
- Define transition approval authorities and lines of communication
- Define a knowledge transfer approach
- Define a property inventory and transition approach
- Create bi-party or tri-party agreements
- Provide checklists

A Transition Plan shall be delivered 30 calendar days prior to the task order expiration date or, if directed by the government, 30 days prior to the end of each option period. The Transition Plan shall include support activities for all transition efforts for follow-on requirements to minimize disruption of services. The contractor shall account for a 10 business day Government review process prior to transition execution. The 10-day review and approval process is not included in the 30-day transition activities.

Transition support shall commence 15 business days prior to expiration of the Task Order. Upon award of a follow-on contract, the incumbent contractor will work with the new contractor to provide knowledge transfer and transition support, as required by the COR and PM.

9 DELIVERABLES

The primary deliverable of this task order is deployable application code. The contractor shall deliver this code (in conformance with procedures established by the Integration and Configuration team) throughout the period of performance for integration with an existing codebase in preparation for deployment.

The contractor shall submit electronic copies of document deliverables that are indicated in the table below to the CO and COR (and other cc's as may be specified by the CO and/or COR) via e-mail in the format specified. All document deliverables shall be made by close of business (COB) 4:30pm local time Monday through Friday, unless stated otherwise.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

9.1 Task Order Management Artifacts

The contractor shall provide standard and ad hoc reports that support task order management, as described below:

- Performance and Expenditure Report (PER)

The PER shall contain a narrative of the month's activities and resources expenditures:

- Performance Summary

The Performance Summary includes documenting any major risks and/or issues and any significant progress and events. Progress and events includes the delivery of documents, artifacts, and code. The summary should provide enough detail for the reader with some but not detailed familiarity with the task order to comprehend the value that the contractor is providing to the overall application development effort at USCIS.

Included with this summary shall be burn-down charts for those releases and iterations that ended within the month, and a snapshot of the burn-down chart for all releases and iterations in progress on the last day of the PER reporting period.

- Resource Expenditures

Resource expenditures track funds expended during the reporting period and their purpose in order to understand the burn rate and provide fiscal accountability to external stakeholders. Reporting of resource expenditures shall conform to the format provided in section *10.5 Payment of Invoices*.

- Status Briefings

As required by the COR, the contractor shall attend meetings with the COR and/or other USCIS stakeholders in order to review work accomplished, work in progress, plans for future work, transition plans and status, and issues pertinent to the performance of work tasks that require USCIS attention. The meetings may be scheduled regularly or may be ad hoc.

In the event the government requires additional information related to contract technical, cost, or schedule performance, risks, resources, or any contract-related data, the contractor

shall provide this report information in the format requested by the government. Requests for ad-hoc reporting may vary in scope and complexity and may require the contractor to attend OIT meetings to obtain required information, review and research applicable documentation, and extract applicable database information required to assemble the ad-hoc report.

9.2 Deliverables Schedule

The deliverables that apply to this task order, and that the contractor shall provide are outlined in *Table 2: Deliverables Schedule*.

Item	Frequency of Delivery	Acceptable Formats
In-process application code	Continuously, with each build	Application source code
Shippable application code	Continuously, with each commit	Application source code and compiled code
Quality Management Plan Updates	30 days After Receipt of Order (ARO) Updated annually	MS Word 2010
Agile development lifecycle documents, such as System Design Document (SDD), etc.	Each release	MS Word 2010
Status Briefings, such as presentations, database extractions, meeting reports, burndown charts, etc.	As directed	MS Word 2010, Excel, Visio, or PowerPoint
Program and Expenditure Report (PER)	10 th calendar day of each month	MS Word 2010, Excel
Transition Plan	As directed	MS Word 2010
Security Plan	30 days ARO	MS Word 2010
Test Scripts	Continuously, with each commit	Application source code, MS Word 2010

Table 2: Deliverables Schedule

9.3 Inspection and Acceptance

Various government stakeholders will inspect contractor services and deliverables. The CO will provide official notification of rejection of deliverables. Inspection and acceptance of deliverables will use the following procedures:

- The government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) business days of receipt of task order deliverables.

- If government acceptance, comments, and/or change requests are not provided to the contractor within 15 business days after delivery of a deliverable, the contractor shall assume government acceptance.
- Upon receipt of the government comments, the contractor shall, within three (3) business days, rectify the situation and re-submit the contract deliverable(s).

10 TASK ORDER ADMINISTRATION DATA

10.1 Place of Performance

The principal place of performance shall be at the contractor provided work site. The contractor facility shall be in close proximity to the USCIS facility at 111 Massachusetts Ave NW, Washington D.C., not to exceed a distance of 15 miles. Meetings will usually take place at USCIS offices in the Washington, D.C. Metropolitan Area, including, but not limited to 20 Massachusetts Avenue, N.W., and 111 Massachusetts Avenue, N.W., Washington DC. Meetings may also occur at the contractor's work site, especially when close collaboration between stakeholders and the development team is needed. The Contractor shall provide workspace, such as a team room, to accommodate up to five Government representatives per contract. Further, the contractor should provide workspace to accommodate one USCIS IV&V/TICS tester contractor per development team. The contractor shall provide meeting space for periodic hosting of meetings with both USCIS federal and contractor personnel.

Because significant collaboration amongst Federal and multiple-vendor teams is required telecommuting is generally discouraged. However, in extenuating circumstances, such as inclement weather, when the Office of Personnel Management (OPM) changes the federal Operating Status in the National Capital Region contractors are permitted to allow their employees to telework based on the contractor's telework guidance. Notice shall be given to the COR.

10.2 Hours of Operation

Normal duty hours for the Government are from 8am to 5pm, Monday through Friday, excluding Federal Government holidays. The contractor shall be available during this time period. The government encourages the contractor to manage the hours in which staff operates so that service is provided when required.

10.3 Government Furnished property (GFP)

Only GFP laptops and Virtual Private Network (VPN) tokens will be issued and used in performing work on this contract. No personal or company owned storage devices, (thumb drives, DVDs, or CDs) will be used with the GFP. A webinar account, such as AT&T Connect, will be provided to the contractor to facilitate virtual demos and other meetings with stakeholders at various physical locations. Blackberry devices may be provided as identified by the COR or Government Program Manager.

10.4 Travel

Travel within the local commuting area will not be reimbursed. For the purpose of this Task Order the local commuting area is defined as a fifty (50) mile radius from USCIS offices located at 111 Massachusetts Ave NW, Washington D.C. Home to work travel is not reimbursable.

10.5 Payment of Invoices

- a) In accordance with FAR Part 32.905, all invoices submitted to USCIS for payment shall include the following:
- (1) Name and address of the contractor.
 - (2) Invoice date and invoice number.
 - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (4) Description, quantity, unit of measure, period of performance, unit price, and extended price of supplies delivered or services performed.
 - (5) Shipping and payment terms.
 - (6) Name and address of contractor official to whom payment is to be sent.
 - (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (8) Taxpayer Identification Number (TIN).
- b) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.
- c) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to USCISInvoice.Consolidation@ice.dhs.gov with each email conforming to a size limit of 500 KB.
- d) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation
PO Box 1000
Williston, VT 05495

An invoice is a "proper invoice" as defined under FAR Clause 52.232-25. Payment will be based on receipt of a proper invoice and satisfactory performance. Invoices shall be for approved expenses, such as travel, and services incurred against the work performed during the previous month's period of performance which shall begin on the first of the month and end on the last day of the month.

Invoices shall be received by the tenth calendar day of each month and include billable items for the previous month's period of performance. The contractor shall include with the invoice all supporting documents (e.g., travel reports/receipts) and the associated PER.

The contractor shall also report, in writing, to the CO and the COR, when 75% of the dollar value of the contract has been billed to the Government.

The invoice shall include backup documentation in a format supplied by the Government. The Resource Expenditure Report and its associated Resource Expenditure Format constitute the invoice backup data that the Government requires. The invoice's Resource Expenditure Report shall follow the format provided in *Figure 1: Resource Expenditure Report*. The contractor shall provide this in MS Excel format. A description of the data items in the report are provided in *Table*

3: *Resource Expenditure Format*. The report data shall represent the labor resources billed in the invoice. In other words, the amount billed shall be consistent with the resource expenditures documented for that reporting period. The Resource Expenditure Report reporting period shall be consistent with the invoice's.

Item No.	Item	Description
1	Contractor	Enter the contractor name in (a) and the contractor facility address and mailing location in (b)
2	Contract	Enter the contract name in (a), the contract number in (b), and the contract type, such as T&M (c)
3	Contract Period	Enter the contract period of performance start and end dates
4	Reporting Period	Enter the start and end dates for the period covering the report
5a	Negotiated Cost	The dollar value (excluding fee or profit) on which the contractual agreement has been reached as of the cutoff date of the report. Amounts for changes shall not be included in this item until they have been priced and incorporated in the contract through contract change order or supplemental agreement.
5b	Estimated Cost of Authorized Unpriced Work	The amount (excluding fee or profit) estimated for that work for which written authorization has been received, but for which definitized contract prices have not been incorporated in the contract through contract change order or supplemental agreement.
5c	Estimated Price	Based on the most likely estimate of cost at completion for all authorized contract work and the appropriate profit/fee, incentive, and cost sharing provisions. Enter the estimated final contract price (total estimated cost to the Government). This number shall be based on the most likely management estimate at complete and normally will change whenever the management estimate or the contract is revised.
5d	Contract Ceiling	Contract ceiling price applicable to the definitized effort.
5e	Estimated Contract Ceiling	The estimated ceiling price applicable to all authorized contract effort including both definitized and undefinitized effort.
5f	Contract Budget Base	Enter the total of negotiated cost (5.a) and estimated cost of authorized, unpriced work (5.b).
6	Authorized Contractor Representative	Enter the name of the authorized person (program manager or designee) signing the report in (a), enter that person's title in (b), and enter the date signed in (d). The authorized person shall sign in (c). Electronic signatures are encouraged.
7(1)	Item	<p>Create rows and sub-rows of data that represent the following items in nested order:</p> <p>Application - The name of each of the applications the contractor supports, such as "ELIS". All data in this row will be a roll-up of all costs associated with this application.</p> <p>Release - The nomenclature of each of the releases the contractor supports that is associated with the named application, such as "A2.1". All data in this row will be a roll-up of all costs associated with this release.</p>

		<p>Iteration - The nomenclature that identifies each of the iterations the contractor is supporting as part of the named release, such as "Sprint 4", "Sprint 5", etc. All data in these rows will be a roll-up of all costs associated with the named iteration.</p> <p>Individual – The names of all of the individuals who charged or planning to charge to the contract during the named sprint, followed by their labor category, such as "Sean O'Rally /Functional Analyst". All data in these rows will be itemized costs associated with the named resources for the given iteration. Resources may be placed in planning packages for future releases and iterations that have yet to be identified during the contract period of performance.</p>
7(2)	Current Period Budget Cost	For the reporting time period, indicate the cost of planned resources based on the release and iteration planning closest to the start of the period of performance.
7(3)	Current Period Actual Cost	For the reporting time period, indicate the actual costs of all resources used.
7(4)	Current Period Variance	For the reporting time period, indicate the difference between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
7(5)	Cumulative Budget Cost	For the contract time period, indicate the cumulative cost of planned resources from the start of the contract to the end of the reporting period.
7(6)	Cumulative Actual Cost	For the contract time period, indicate the cumulative actual costs of all resources used.
7(7)	Cumulative Variance	For the contract time period, indicate the cumulative differences between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
8(8)	Contract at Completion Budgeted	Enter the budgeted cost at completion for the items listed in Column (1). This entry shall consist of the sum of the original budgets.
7(9)	Contract at Completion Estimated	Enter the latest revised estimate of cost at completion including estimated overrun/underrun for all authorized work.
7(10)	Contract at Completion Variance	Enter the difference between the Budgeted - At Completion in Column (8) and the Estimated – At Completion in Column (9).
7(11)	Month x Budget Cost	The data in Column (11) is maintained for each month during the contract period of performance. For the month represented, indicate the cost of planned resources.
7(12)	Month x Actual Cost	The data in Column (12) is maintained for each month during the contract period of performance. For the month represented, indicate the actual costs of all resources used.
7(13)	Month x Variance	The data in Column (13) is maintained for each month during the contract period of performance. For the month represented, indicate the difference between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
7(14)	Fiscal Year and Quarter Budgeted Cost	For the government fiscal year (Oct 1 to Sept 30) and for each of the 4 quarters in the fiscal year, indicate the cumulative cost of planned

		resources. This will be cumulative costs of the relevant monthly costs (Column 14) in the fiscal year and the fiscal quarters that fall within the contract period of performance. If the contract period of performance ends prior to the conclusion of a fiscal year (Sept. 30), then the contractor shall estimate all of the available months within the fiscal year, recognizing that no work is scheduled to be performed during some of those months.
7(15)	Fiscal Year and Quarter Actual Cost	For the fiscal year and for each of the 4 quarters in the fiscal year, indicate the cumulative actual cost of resources. This will be cumulative costs of the relevant monthly costs (Column 15) in the fiscal year and the fiscal quarters that fall within the contract period of performance. If the contract period of performance ends prior to the conclusion of a fiscal year (Sept. 30), then the contractor shall estimate all of the available months within the fiscal year, recognizing that no work is scheduled to be performed during some of those months.
7.a	General & Administrative	Enter the appropriate General and Administrative (G&A) costs. If G&A costs have not been included in the (Column (1)) costs, G&A shall be shown as an add entry in (Column (1)). If G&A costs have been included in the Column (1) costs, G&A shall be shown as a non-add entry here with an appropriate notation to that effect. For contracts that require CCDRs, contractors may also have to submit separate costs without G&A for the Column (1) elements on an exception basis if the Government specifies such a requirement in the CDRL. If a G&A classification is not used, no entry shall be made other than an appropriate notation to that effect.
7.b	Total	Enter the sum of the budgeted cost, actual costs, variances, and estimated costs and G&A.

Table 3: Resource Expenditure Format

11 Performance Criteria

FADS contractor teams will be evaluated every 4 weeks and the evaluation will be discussed with the contractor. The purpose of the scorecard and discussions is to enhance performance. In addition, in the aggregate, the scorecards and discussions will be used partially as a basis for past performance reporting. It is anticipated that FADS contractors will be evaluated along the following dimensions:

- **Code Quality and Standards Adherence.** Contractor code will be evaluated by Government teams and IV&V providers. Code will be evaluated against standards published by USCIS including design standards and architecture. Automated code review tools will also be used to validate code quality.
- **Business Satisfaction.** Each feature completed by a contractor team will be evaluated by the Government Product Owner for that team, and possibly by SMEs assigned to the team. At each iteration review, the functionality will be evaluated by a wider audience of Government employees.
- **Test Quality and Test Coverage.** Because automated tests are a key component of this process, test scripts will be treated as deliverables under FADS. These test scripts will be assessed for their quality and for the extent to which they test the appropriate functions. This evaluation will be performed by the IV&V test team or Government employees.
- **Collaboration.** FADS contractors will operate within an ecosystem of federal and contractor staff, with multiple contractor teams working in parallel and with constant interaction with USCIS employees. The contractor will be graded based on their willingness, effort, and ability to work collaboratively.
- **Productivity.** Team velocity and story point completion provides a relative measure of productivity. A team's velocity is the rate at which the team is completing user stories and delivering them to the product owner. A team's velocity is measured by the sum of story points for each story completed during a sprint. Although measures such as velocity and story point completion cannot be used directly in an Agile process to measure performance, the Government will be able to compare across teams and also to note any unproductive behavior.
- **Innovation.** Agile development is accomplished by self-organizing teams who innovate in order to find ways to accomplish the work assigned. Contractors will be permitted to submit examples of any innovative approaches they introduce, and the Government will evaluate the contractors on their contributions (whether self-reported or not).
- **Process and Continuous Improvement.** FADS contractor teams will be assessed on the processes they implement, their conformance to USCIS processes, their contribution to SELC and other required frameworks, and their use of retrospectives to continuously improve these processes.

These criteria will be used in a Balanced Scorecard type approach. After every 2 iterations (every 4 weeks), the Government will assess the performance of each team from each contractor using a scorecard approach (grades A-F for each category and overall). The relative weights of these categories will be adjusted by the Government based on its experiences, and will be communicated to the contractors before the start of each release cycle. The Contracting Officer and Contractor

will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade.

12 ACCESSIBILITY REQUIREMENTS (SECTION 508)

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 (EIT), 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 EIT accessibility standards have been identified:

12.1 Section 508 Applicable EIT Accessibility Standards

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 1194.24 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.

12.2 Section 508 Applicable Exceptions

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 1194.3(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.

12.3 Section 508 Compliance Requirements

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 authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

13 DHS ENTERPRISE ARCHITECTURE COMPLIANCE

“All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Government intends to:

- a) All developed solutions and requirements shall be compliant with the HLS EA.
- b) All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- c) Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- d) Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.

- e) Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program. ”

14 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

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 applies to all or any part of the contract that includes IT resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency’s mission.

The 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.

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.

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; and the DHS Management Directive 4300 IT Systems Security Pub Volume 1 Part A; and DHS Management Directive 11042 Safeguarding Sensitive but Unclassified (For Official Use Only) Information.

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.

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. Contractor shall support USCIS reviews to ensure that the security requirements in the contract are implemented and enforced.

Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 9.1, July 17, 2012) 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.

15 PERSONNEL SECURITY FOR SENSITIVE REQUIREMENTS

15.1 General

U.S. Citizenship & Immigration Service (USCIS) has determined that performance of this contract requires the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified (SBU) information. SBU is unclassified information for official use only. Contractor employees that do not have a security clearance and require access to SBU information will be given a suitability determination. Requirements for suitability determination are defined in paragraph 3.0.

15.2 Contractor Personnel

15.2.1 Employment Eligibility

The Contractor will ensure that each employee and potential employee provide his/her name and social security number (not card) so that the government may verify the validity of the number. If the number is not valid that employee will not be allowed to work on the Contract until the problem is resolved.

The Contractor shall be responsible to the Government for acts and omissions of his employees as well as Subcontractor(s) and their employees.

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

15.2.2 Continued Eligibility

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Officer's Representative (COR) will advise the Contractor that the employee shall not continue to work or be assigned to work under the contract.

USCIS reserves the right to deny and/or restrict entrance to government facilities, prohibit employees from assigned work under the contract, deny and/or restrict handling of classified documents/material to any Contractor employee who USCIS determines to present a risk of compromising sensitive Government information.

The Contractor shall report to the USCIS Office of Security & Integrity (OSI) any and all adverse information brought to their attention concerning employees performing under this contract. Reports based on rumor or innuendo shall not be included. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

15.2.3 Termination

The USCIS COR and OSI shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the COR all USCIS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

15.2.4 Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with OSI through the COR on all security matters, to include physical, personnel, and protection of all sensitive documents/material handled by the Contractor.

The COR and OSI will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with the security requirements under this contract. Should the COR or USCIS OSI determine the Contractor is not in compliance with the security requirements of the contract, the Contracting Officer will notify the Contractor, in writing, of the appropriate action that will be taken to rectify any non-compliance to the contract security requirements.

15.3 SUITABILITY DETERMINATION

USCIS shall exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to or handling of both classified and sensitive Government information to Contractor employees based upon the results of a background investigation. USCIS may, as it deems appropriate, authorize and grant 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 OSI.

15.4 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive 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 COR no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a) Standard Form 85P, "Questionnaire for Public Trust Positions"
- b) FD Form 258, "Fingerprint Card" **(2 copies)**

- c) DHS Form 11000-6, “Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement”
- d) DHS Form 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”
- e) Position Designation Determination for Contract Personnel Form
- f) 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.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, 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 Information Technology (IT) systems. 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. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

15.5 Information technology Security clearance

When sensitive government information is processed on USCIS telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and 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 USICS security policy are subject to having their access to USCIS IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

15.6 Information technology Security Training and Oversight

All Contractors working on behalf of USCIS and accessing automated systems or processing USCIS sensitive data will receive periodic training at least annually in security awareness, accepted security practices and systems Rules of Behavior (ROB). All contractors are required to receive initial OIT Computer Security Awareness Training (CSAT); annual and refresher security training thereafter, in security awareness and any other accepted security practices of the agency.

USCIS 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 as is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All contractors will be required within twenty-four (24) hours of being granted a user account to take the CSAT. If a contractor fails to meet this training requirement, user access will be suspended. All contractors' personnel must complete the OIT's mandatory annual refresher CSAT (i.e.—every 365 days after the initial completion of CSAT). All contractors will be required to sign the system USCIS ROB prior to gaining access to any USCIS information system (e.g.—the USCIS wide area network/local area network or e-mail).

All contract personnel who access USCIS information systems will be continually evaluated while performing these duties. The Contractor Supervisor 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 USCIS Security Office or OSI.

15.7 References

15.7.1 USCIS Office of Security & Integrity (OSI)

USCIS OSI
Personnel & Industrial Security
Attn: Karen McGuire
70 Kimball Avenue
South Burlington, VT 05403
Telephone: (802) 872-4134

16 CAPITALIZED PROPERTY, PLANT & EQUIPMENT (PP&E) ASSETS INTERNAL USE SOFTWARE (IUS)

16.1 Background

The United States Citizenship and Immigration Services Management Directive No. 128-001, USCIS/Office of Information Technology has an ongoing requirement to report Internal Use Software (IUS) costs for the programs under their purview and assignment. This report is a monthly mandatory requirement, and must include all software releases with a cumulative cost of \$500K or greater; bulk purchases of \$1 Million, and a useful life of 2 years or more.

16.2 Requirement

Reporting: All applicable charges for application releases and/or development charges are tracked and reported; documented by each applicable release so that an OIT determination can be made if the asset meets IUS criteria. USCIS has determined that the best method for identifying IUS candidates is through monthly collection of contractor cost data for all releases in development, and will capitalize the cost of an IUS project if it is classified as a G-PP&E asset and meets the required criteria.

Definition: IUS is software that is purchased from commercial off-the-shelf (COTS) vendors or ready to use with little or no changes. Internal developed software is developed by employees of USCIS, including new software and existing or purchased software that is modified with or without a contractor's assistance. Contractor-developed software is used to design, program, install, and implement, including new software and the modification of existing or purchased software and related systems, solely to meet the entity's internal or operational needs.

Invoicing and Reporting: The contractor shall identify, capture, log, track and report the costs of IUS associated with each specific release. IUS Software is typically release centric and includes the application and operating system programs, procedures, rules, and any associated documentation pertaining to the operation of a computer system or program.

The contractor shall, after OIT's determination on whether or not the release meets the capitalization criteria, support OIT's reporting of costs incurred for the project or release, as required. The contractor shall provide the nature and cost of work completed within the relevant period. Costs considered part of IUS activities include systems administration, systems engineering, and program management. The Contractor shall provide the total cost, itemized by release and include the total sum of all applicable IUS activities. At the contractor's discretion, this information may be submitted, either as an attachment or as an itemized line item within the monthly invoices, as outlined in *Table 3: Resource Expenditure Format* and *Figure 1: Resource Expenditure Format*. For information purposes, the following activities within the development lifecycle have been identified as IUS reportable costs by the USCIS Management Directive No. 128-001:

- a) Design: System Design: Design System, Update System Test Plan, Update Security Test Plan, Update Project Plan, Update Business Case, Conduct Critical Design Review and Issue Memo.
- b) Programming/Construction: Establish Development Environment, Create or Modify Programs, Conduct Unit & Integration Testing, Develop Operator's Manual, Update Project Plan, Update Business Case, Migration Turnover/Test Readiness Review, Prepare Turnover Package, Develop Test Plans, Migration Turnover/Issue Test Readiness Memo
- c) Testing
 - i. Acceptance Testing: Develop Security Test Report, Issue Security Certification, Develop System Documentation, Conduct User Acceptance Testing, Update Project Plan, Update Business Case, Conduct Production Readiness Review, Develop Implementation Plan, Issue Production Readiness Review Memo.
 - ii. Coding
 - iii. Installation to hardware
 - iv. Testing, including parallel processing phase
- d) Implementation Activities: Implementation/Transition: Security Accreditation (initial system accreditation only), Issue Implementation Notice, Parallel Operations, Update Project Plans, Update Business Case, Conduct Operational Readiness Review, Issue Operational Readiness Memo.
- e) In addition, these cost shall contain, if not already itemized in the attachment (PER) or the invoice, the following additional costs information: Full cost (i.e., direct and indirect costs) relating to software development phase; Travel expenses by employees/contractor directly associated with developing software; Documentation Manuals; COTS purchases.

SECTION D – PACKAGING AND MARKING

D.1 Reports and Deliverables

Reports and deliverables provided under this contract(s) shall be provided in accordance with Section C – Performance Work Statement, Section 9.

SECTION E – INSPECTION AND ACCEPTANCE

Deliverables under this contract shall be inspected and accepted by the Contracting Officer's Representative (COR).

52.246-5 Inspection of Services – Cost-Reimbursement (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

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

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

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may—

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

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

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

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of clause)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Period of Performance:

Base Period: 07/01/2014 – 12/31/2014

Option Period 1: 01/01/2015 – 06/30/2015

Option Period 2: 07/01/2015 – 12/31/2015

Option Period 3: 01/01/2016 – 06/30/2016

F.2 52.242-15 – Stop Work Order (AUG 1989) ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contract, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.3 Deliverables

In accordance with Section 9 of the Performance Work Statement.

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 Task Order Administration

The task order will be administered by:

Department of Homeland Security (DHS)
U.S. Citizenship & Immigration Services (USCIS)
USCIS Contracting Office
70 Kimball Avenue
South Burlington, VT 05403

G.2 Funding and Appropriation Data

Funding and appropriation data under this task order will be specified on the task order award document and in individual modifications.

G.3 Invoice Requirements

- (a) The task order shall be invoiced no more frequently than on a monthly basis. Invoices shall be for services incurred against the work performed during the previous month's period of performance which shall begin on the first of the month and end on the last day of the month. Invoices shall be received by the 10th calendar day of each month and include billable items for the previous month's period of performance.
- (b) In accordance with FAR Part 32.905, all invoices submitted to USCIS for payment shall include the following:
 - (1) Name and address of the contractor.
 - (2) Invoice date and invoice number.
 - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (4) Description, quantity, unit of measure, period of performance, unit price, and extended price of supplies delivered or services performed.
 - (5) Shipping and payment terms.
 - (6) Name and address of contractor official to whom payment is to be sent.
 - (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (8) Taxpayer Identification Number (TIN).

Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.

USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to USCISInvoice.Consolidation@ice.dhs.gov with

each email conforming to a size limit of 500 KB.

If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation
PO Box 1000
Williston, VT 05495

G.4 Modifications, Change Orders, Deviations

(a) The Contracting Officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, task order modification, change order, or other matter in deviation from the terms of this task order between the Contractor and a person other than the Contracting Officer be effective or binding upon USCIS. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

(b) The Contracting Officer may issue modifications and change orders by mail, facsimile or by electronic commerce methods.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Performance Reporting

Evaluation of Performance for Contractor Performance Reports

(a) Past performance information is relevant information regarding a Contractor's actions and conduct on previously awarded contracts. It includes such things as Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.

(b) For active contracts and orders for services the Federal Acquisition Regulation (FAR) requires federal agencies to prepare Contractor Performance Evaluations. USCIS uses the Contractor Performance Assessment Reporting System (CPARS) for past performance reporting. Performance evaluations are completed and forwarded to the Contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

H.2 Personally Identifiable Information (PII) and Privacy Act Training for Contractors

The performance of this contract has been determined to have been the potential of allowing access by Offeror employees, to personally Identifiable Information (PII), which is protected under the Privacy Act of 1974, as amended at 5 USC §552a. The Offeror is responsible for ensuring all employees who have access to information protected under the Privacy Act complete annual mandatory USCIS Privacy Awareness Training. New Offeror employees shall complete PII training prior to using any USCIS systems and annually thereafter before December 31st. The Offeror shall certify as soon as this training is completed by its employees and annually thereafter. The Offeror shall use the web-based training titled "A Culture of Privacy Awareness" which is available through the USCIS Learning Edge training system. Any employees who do not have access to the Learning Edge system shall take the training via a DVD, which will be provided by USCIS. The certification of the completion of the training by all employees shall be provided to both the COR and CO.

H.3 Contractor Pre-Screening

Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting their name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months, or misconduct such as criminal activity on the job relating to fraud or theft within the past

12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to Sub-Contractors. Pre-screening involves Contractors and Sub-Contractors reviewing –

- Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
- Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check, or if the Contractor or Sub-Contractor already has drug testing in place. There is no requirement for Contractors and/or Sub-Contractors to initiate a drug testing program if they do not have one already in place.
- Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.

Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all sub-contracts if the Sub-Contractor requires routine, physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

“Logical access” means providing an authorized user the ability to access one or more computer system resources such as a workstation, network. Application or database through automated tools. A logical access control system (LACS) requires validation of an individual’s identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

H.4 Cost-Plus-Fixed-Fee Level of Effort Term Contract

In accordance with FAR 16.306(d)(2), this will be a cost-plus-fixed-fee term task order. The Contractor is to provide the level of effort specified in Attachment 1 – Level of Effort Spreadsheet, during each performance period. Subject to the limitations provided for in FAR Clause 52.216-8, Fixed Fee, and FAR Clause 52.246-5, Inspection of Services--Cost Reimbursement, payment of the full fixed fee stated in Section B is contingent on the contractor providing the level of effort stated in Attachment 1 and certifying at the end of the period that the specified level of effort has been expended.

The Contractor shall maintain complete and accurate records pertaining to the time worked, costs, expenses and allowances incurred in the performance of this contract in sufficient detail to properly reflect all net costs for which payment is claimed. The labor hours shall be supported by a timekeeping system acceptable to the Government and shall include evidence of actual payment. Such records shall be made available to the Government, upon request.

Any level of effort exceeding that stated in Attachment 1 – Level of Effort Spreadsheet, is not authorized since it would be considered new work and would require new cost and fee arrangements.

The total hours for each labor category may deviate up to 10% so long as the estimated cost will not be exceeded. If total hours for any labor category will deviate by more than 10%, Contracting Officer approval will be required.

H.5 Organizational Conflict of Interest

Corporation Change: The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or dive stures that may affect the provision at HSAR 3052.209-72 as included in solicitation HSSCCG-13-R-00023.

Flow-down: The contractor shall insert the substance of clause HSAR 3052.209-72, as included in solicitation HSSCCG-13-R-00023, in each first tier subcontract that exceeds the simplified acquisition threshold.

H.6 Payment of Fixed Fee

Fee shall be billed in monthly increments based on costs incurred. Provided the level of effort has been satisfied the final bill shall include any residual fee not previously billed.

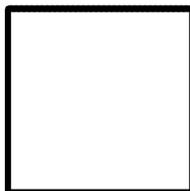
H.7 Option for Increased Services – Separately Priced Line Item

The Government may require the performance of the numbered line item(s) identified in the Schedule as optional items for increased services, in the quantities and at the cost plus fixed fee stated in the Schedule. The Contracting Officer may exercise the optional line item(s) by written notice to the Contractor at any point during the current period of performance, provided the Government gives the Contractor at least 15 days’ notice of the Government’s intent to exercise such option(s) prior to the exercise of any option(s) for increased services. The notice of intent in no way obligates the Government to exercise any option(s).

H.8 Indirect Rate Caps

The contracting parties agree that indirect rates (burden rates) chargeable and charged to this task order are capped at and shall not exceed the following percentages. Any indirect costs or rates exceeding the CAPS below shall be considered unallowable. This agreement is applicable to the entire term of the task order including all options and optional periods. Final DCAA indirect rate audit results do not constitute grounds for exceeding the indirect rate CAPs negotiated under this task order. This agreement is applicable to this task order only.

Fringe:
Overhead:
G&A:



(b)(4)

PART II
SECTION I – CONTRACT CLAUSES

Along with the following additional task order terms and conditions, all National Institutes of Health Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Office – Solutions and Partners 3 (CIO-SP3) Small Business; hereafter referred to as the “Basic Contract” Clauses are applicable to the resultant task order.

I.1. FAR Clauses Incorporated by Reference

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

(End of clause)

The following clauses are incorporated by reference:

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-13 System for Award Management Maintenance (JUN 2013)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (MAY 2012)

52.210-1 Market Research (APR 2011)

52.215-8 Order of Precedence—Uniform Contract Format (OCT 1997)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications (AUG 2011)

52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010)

52.227-17 Rights in Data—Special Works (DEC 2007)

52.228-7 Insurance—Liability to Third Persons (MAR 1996)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.237-3 Continuity of Services (JAN 1991)

52.239-1 Privacy or Security Safeguards (AUG 1996)

52.248-1 Value Engineering (OCT 2010)

I.2. FAR Clauses in Full Text

52.203-14, Display of Hotline Poster(s) (DEC 2007)

(a) *Definition.*

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

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

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

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

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

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

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

<i>Poster(s)</i>	<i>Obtain from</i>
------------------	--------------------

<i>DHS OIG Hotline Poster</i>	http://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg
-------------------------------	---

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

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

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

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

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 the 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.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; 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 twenty-four (24) months

I.3. Homeland Security Acquisition Regulation (HSAR) clauses and provisions incorporated by reference.

The full text of HSAR clauses may be accessed electronically at this internet address:

<http://farsite.hill.af.mil/vfhsara.htm>

3052.203-70 Instructions for Contractor Disclosure of Violations (SEP 2012)

3052.205-70 Advertisements, Publicizing Awards, and Release (SEP 2012)

3052.228-70 Insurance (DEC 2003)

3052.242-72 Contracting Officer's Technical Representative (DEC 2003)

I.4. Homeland Security Acquisition Regulation Clauses & Provisions in Full Text

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)

3052.204-71 Contractor Employee Access, Alternate I (SEP 2012)

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, 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) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(2) 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)

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; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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)

3052.209-73 Limitation of Future Contracting (JUN 2006)

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

(b) The nature of this conflict is:

1. Any FADS contractor will be prohibited from working on TICS concurrently.
2. Any FADS contractor must not have previously worked on ADS.
3. Any FADS contractor will also be prohibited from future work on IV&V/IT&I concurrent with work on FADS.

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

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

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

(End of clause)

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:

(b)(4)

Management L



Technical Lead

(b)(6)

PART III

SECTION J – LIST OF ATTACHMENTS

J.1. Level of Effort Spreadsheet – Attachment 1

Base Period:

(b)(4)

CLIN 0001

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

CLIN 0002

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

CLIN 0003

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

CLIN 0004AA

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

CLIN 0004AB

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		



CLIN 0004AC

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 0004AD

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 0004AE

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 0004AF

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
--------------------------	---------------------------------	-------



Option Period 1:

CLIN 1001

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1002

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AA

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AB

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

--

CLIN 1003AC

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AD

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AE

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AF

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

--

CLIN 1003AG

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AH

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AI

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AJ

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

--

CLIN 1003AK

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AL

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AM

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AN

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours



CLIN 1003AO

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AP

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AQ

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AR

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
--------------------------	---------------------------------	-------

--

CLIN 1003AS

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

Option Period 2:

CLIN 2001

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2002

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AA

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

--

CLIN 2003AB

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AC

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AD

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AE

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

--

CLIN 2003AF

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AG

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AH

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AI

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

--

CLIN 2003AJ

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AK

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AL

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AM

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
--------------------------	---------------------------------	-------

--

CLIN 2003AN

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AO

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AP

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 2003AQ

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

CLIN 2003AR

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

CLIN 2003AS

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

Option Period 3:

CLIN 3001

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

CLIN 3002

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
[Redacted]		

--

CLIN 3003AA

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AB

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AC

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AD

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

--

CLIN 3003AE

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AF

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AG

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AH

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours



CLIN 3003AI

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AJ

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AK

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AL

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
--------------------------	---------------------------------	-------



CLIN 3003AM

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AN

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AO

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AP

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AQ

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AR

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 3003AS

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DV UNITED LLC 7343 WAVERLY DRIVE WARRENTON VA 20186		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5572584360000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200193W HSSCCG-14-F-00294	10B. DATED (SEE ITEM 13) 06/27/2014

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 X	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. FAR 52.243-2, Changes - Cost Reimbursement (AUG 1987) Alternate I (APR 1984)
	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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.)

DUNS Number: 557258436+0000

AAP Number: 201205005 DO/DPAS Rating: NONE

The purpose of this modification is to change the place of performance for all CLINS in the Base Period from Contractor-provided facility to Government-provided facility.

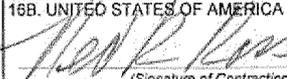
Additionally, the place of performance for Option Periods one, two, and three, CLINS X001, X002, and X003AA-AI is changed to Government provided facility. The place of performance for CLINS X003AJ-AS will be at a Contractor provided facility within 15 miles of 111 Massachusetts Ave, NW, Washington, DC.

Changes are also made to reflect core hours for performance.

Continued ...

(b)(4)

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.

	(b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ned R. Ross	
	15C. DATE SIGNED 9/2/2014	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9-12-14

NAME OF OFFEROR OR CONTRACTOR
 DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	<p>Additionally, per mutual agreement of the contracting parties, changes are made to change the number of days of advance notice prior to any option exercise from 15 days to 60 days; to change HSAR clause 3052.205-70 Advertisements, Publicizing Awards, and Releases at Section I.3 of the Task Order to include Alternate I; and to provide additional information concerning invoice processing.</p> <p>As a result of the line items added below, this delivery order is hereby increased by [redacted] from [redacted] to [redacted].</p> <p>Accordingly, the following changes are made:</p> <ol style="list-style-type: none"> 1) CLINS 1005, 2005, and 3005 are added to accommodate Contractor provided facility costs. These facility costs are on a cost reimbursable basis with no profit or fee. Costs for CLINS 1005, 2005, and 3005 shall only be incurred if any option CLINS X003 AJ-AS are exercised. 2) Change Section 10.1 of the PWS to reflect that work in the base period of performance will be accomplished at USCIS Government facilities. Work in the option periods will be at locations specified in the PWS. 3) Change Section 10.2 of the PWS to reflect that core hours for work performance are 9:00am to 2:00pm. All contractor employees must make those hours part of their normal work day. 4) Update Section H.7 of the award to modify the number of days of advance notice provided by the Government from 15 days to 60 days. 5) Update HSAR Clause 3052.205-70 Advertisements, Publicizing Awards, and Releases (SEP 2012) in Section I.3 of the contract award to HSAR Clause 3052.205-70 ALT I (SEP 2012). 6) Add the following language to the order for WebView, invoice processing, purposes: <p>Contract Administration: The contractor shall not accept any instruction that would result in any change to the supplies/services herein by any entity other than Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the issuing office's Contracting Officer. The following are the points of contact for this task order:</p> <p>a. Contracting Officer's Representative (COR): Timothy L. Riley Email: Timothy.L.Riley@uscis.dhs.gov Phone: (202) 272-0916, Fax: (202) 272-8689</p> <p>b. Contract Specialist (CS): William C. Wilson Email: William.C.Wilson@uscis.dhs.gov Phone: (802) 872-4147, Fax: (802) 288-1774</p> <p>c. Contracting Officer (CO): Vernon Hadley Email: Vernon.Hadley@uscis.dhs.gov Phone: 802-872-4625</p> <p>7) Attach updated documents in accordance with the changes made above.</p> <p>-----</p> <p>LIST OF CHANGES: Reason for Modification : Change Order Total Amount for this Modification: [REDACTED] New Total Amount for this Award: \$52,978,213.00 Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2014 to 06/30/2016</p> <p>Add Item 1005 as follows:</p> <p>1005 Optional Line Item - Facility Costs 0.00</p> <p>Estimated Cost = [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee [REDACTED]</p> <p>Add Item 2005 as follows:</p> <p>2005 Optional Line Item - Facility Costs 0.00</p> <p>Estimated Cost = [REDACTED] Fixed Fee [REDACTED] Estimated Cost + Fixed Fee [REDACTED]</p> <p>Add Item 3005 as follows:</p> <p>Continued ...</p>				

(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HHSN316201200193W/HSSCCG-14-F-00294/P00001

PAGE OF
 4 4

NAME OF OFFEROR OR CONTRACTOR
 DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3005	Optional Line Item - Facility Costs				0.00
(b)(4)	Estimated Cost = <input type="text"/> Fixed Fee = <input type="text"/> Estimated Cost + Fixed Fee = <input type="text"/>				

SECTION C – PERFORMANCE WORK STATEMENT

Flexible Agile Development Services (FADS)

Not business as usual . . .

1. OVERVIEW

FADS will provide USCIS with a Flexible Agile Development capability to accomplish IT development projects across the agency. FADS contractors will supply Agile development teams to participate in IT development projects using Scrum and other Agile and Lean processes. They will be part of an ecosystem, participating with federal employees and other contractors in a team-based Scaled Agile approach to deliver mission value frequently, cost-effectively, responsively, and with high quality.

The Government will oversee the architecture and design of systems, the Agile methodologies to be used, product planning and the flow of requirements, and code integration and deployment; the FADS contractors will be responsible for developing high-quality IT systems to work within those architectures and processes to meet the business requirements.

USCIS is a leader in the federal government's movement to Agile and lean IT delivery approaches, and the FADS contractors will participate in blazing new trails and innovating new ways to deliver government IT services.

2. AGENCY MISSION AND GOALS

The Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS) oversees lawful immigration to the United States. USCIS secures America's promise as a nation of immigrants by providing accurate and useful information to our customers, granting immigration and citizenship benefits, promoting an awareness and understanding of citizenship, and ensuring the integrity of our immigration system.

USCIS has 18,000 government employees and contractors working at 250 offices worldwide. USCIS' strategic goals include:

- Strengthening the security and integrity of the immigration system.
- Providing effective customer-oriented immigration benefit and information services.
- Supporting immigrants' integration and participation in American civic culture.
- Promoting flexible and sound immigration policies and programs.
- Strengthening the infrastructure supporting the USCIS mission.
- Operating as a high-performance organization that promotes a highly talented workforce and a dynamic work culture.

3. BACKGROUND

USCIS currently relies largely on the movement of paper to deliver immigration benefits and services. USCIS has launched and is currently using the paperless Electronic Immigration System (ELIS) that will transform nearly all of the Agency's processes. ELIS will take the immigration benefit process from a paper-based to an electronic environment and enable the agency to better serve its customers through a process that is more customer-centric, transparent, efficient, and accessible. The new approach will give USCIS a more comprehensive view of the customer and any potentially fraudulent transactions; improve audit functionality and record management; improve resource management; and increase the sharing of information with partners both inside and outside of DHS.

While ELIS will provide the core benefit-processing capabilities for the agency, the agency's responsibilities are broad and the Office of Information Technology (OIT) supports and develops a wide range of systems that fulfill the agency's needs. The FADS contract will provide development services for ELIS and other agency systems.

The agency is currently moving towards a new standard enterprise architecture for new systems. The new architecture is more scalable, maintainable, and less complex than the current USCIS architectures. This new architecture employs open source frameworks and platform-agnostic software wherever possible, to make it easier to deploy solutions on standard DHS private cloud infrastructure. ELIS will be the first USCIS system to transition to this new architecture.

4. FADS VISION

FADS will provide high-productivity Flexible Agile Development Services to help move the agency toward its envisioned state of a technologically innovative, state-of-the-art, electronic and customer-centric architecture to support the agency's mission.

USCIS is a leader in the federal movement toward the adoption of Agile approaches and use of cloud services to support the IT development pipeline, and is a leader in the DHS movement toward open source frameworks for application development and production. FADS contractors will participate in a team-based Agile environment. They will work alongside other teams of government contractors and federal employees to accomplish projects as assigned by the agency. For some development efforts (notably ELIS), there will be a number of Agile teams from several contractors working in parallel in a collaborative environment. These development teams will be supplemented by separate contractor-supported teams responsible for Architecture and Design, Processes and Practices (methodology), Continuous Integration and Continuous Delivery, Testing, Quality Assurance and Training Development for fielded capability.

The FADS contractors will be expected to work with a technical architecture and design specified by the government, and to work within the Agile process and SELC frameworks defined by the government team. Individual development teams will include government employees functioning as Product Owners, Subject Matter Experts, and so on. Teams may also have participation from IV&V testers. FADS contractors are expected to work well in these team environments and demonstrate a highly collaborative and cooperative attitude.

5 SCOPE

USCIS will create and maintain system roadmaps, project plans, and product and release backlogs that will be the basis for the FADS contractors' work. The Product Owner will specify high-level requirements to the Agile teams. As in typical Scrum-based Agile processes, the USCIS Product Owners will work together with the FADS teams to develop and estimate user stories and establish acceptance criteria. These acceptance criteria will specify expected functionality for a user story, as well as any non-functional requirements that must be met in the development of the story. The USCIS Product Owners, supported by SMEs and business analysts will determine whether or not acceptance criteria have been satisfied. USCIS may adopt other Agile processes such as but not limited to Kanban and Lean, and the contractor will be expected to conform its processes to these approaches.

FADS contractors are expected to provide high-performing, skilled development teams. Critical elements will be:

- High productivity
- High quality work
- Collaboration and cooperation with other teams and participants
- Technical skills and expertise as necessary (see below)
- Estimation and planning skills
- Innovation and creativity in problem solving

As DHS requires Section 508- compliant user interfaces, the contractor shall accredit a member of the team as a DHS trusted Section 508 tester. The providers of FADS services shall adopt evolving USCIS design and coding standards in the course of their application development. The contractor shall provide technical methods, techniques, and concepts that are innovative, practical, cost-effective, and conducive to Agile application development. The contractor shall develop applications based on requirements that are evolving and emerge as the business climate shifts. It is expected that all code developed by the teams will be for new functionality. FADS teams will not be responsible for maintenance of existing USCIS systems. FADS developers will be required to develop high quality code and are responsible for any technical debt that is incurred as a result of their development activities. Technical debt may be incurred as a result of design and development decisions made by the team due to competing priorities that may potentially increase the complexity of the code base, necessitating refactoring at a later date. Incurring technical debt may not be avoidable; however it must be addressed and "paid down" in future development activities.

Services in support of FADS shall be provided by teams of experts with demonstrated experience with USCIS specified tools and technologies as described in section 5.1 *Technical Landscape*. Agile development work involves some degree of analysis, requirements collection, design, development, and test, in addition to the support functions of configuration management, planning, project management, and infrastructure. The specific tasks applicable under this task order are detailed in section 6 *TASKS*.

Delivery is expected to follow Agile industry best practices, to include: version control, automated builds, automated testing, and continuous integration. FADS contractors shall participate in the deployment pipeline, which in will be managed by different contractor and USCIS teams.

5.1 Technical Landscape

The contractor shall use USCIS/DHS development and test environments, including the Enterprise System Development Office (ESDO) Development Test as a Service (DTaaS)

The USCIS technical landscape is shifting from a proprietary COTS-based framework to open source. The current ELIS2 development architecture has demonstrated success with a stack of predominately open source development and test tools that are currently under consideration for standardization across development teams. The FADS contractor shall utilize such a standardized development and test suite, with the expectation that the development and test architecture will evolve.

The simplified architecture for ELIS and other future development efforts may be based on Java, Oracle, Spring, JPA/Hibernate, Adobe, MongoDB, Drools, etc.

The COTS and open source tools, languages, utilities, and applications currently used and under consideration for the standardized environment are identified in *Table 1: Current Development and Test Tool Suite*. FADS contractors will have the opportunity to influence the development and test tool suite if sufficient justification is presented. FADS contractors shall have expertise in the technologies used in the new ELIS architecture.

Name	Version	Manufacturer	Function
Activiti		Activiti.org	Workflow and Business Process Management (BPM) Platform
Adobe Livecycle		Adobe	Adobe Livecycle
Chef	0.1	Opscode	Open source software deployment
Eclipse	Indigo sr2	Eclipse	IDE for software development
Git	1.7.10	Apache	Distributed version control
Gradle	1.0rc3	Gradle.org	Open source build automation tool
Hibernate	4	JBoss	Open source object / relational mapping library for Java
Java	7.x	Oracle	Language for software development
JBoss Application Server	7.0.2	JBoss	Open source application server
JBoss Rules Engine	5	JBoss	Open source rules engine
Jenkins	1.4	Jenkins CI	Open source continuous integration server
Junit			Unit testing
Liquibase	2.0.5	Liquibase.org	Open source database source code control
Maven	3.0.4	Apache	Open source build repository

Name	Version	Manufacturer	Function
MongoDB		10gen, Inc	Open source document oriented database system
Nexus	2.1	Sonatype	Open source repository manager
Notepad++	6.1.3	Notepad++	Text editor for software development
Oracle Database	11gR2	Oracle	Commercial database
MuleSoft Studio	1.3.1x64	MuleSoft	Open source integration framework
Rally		Rally	COTS ALM tool
Selenium			Browser testing in Firefox
Spring Framework	3.1.0e3.8	SpringSource.org	Open source Java framework
Drools		Apache	Open source rules engine

Table 1: Current Development and Test Tool Suite

6 TASKS

The tasks identified in the following sections describe the work that will occur in order to accomplish the vision, as identified in section 4 *FADS VISION*. FADS contractor shall propose teams that are able to perform the tasks as described, while conforming with the expectations outlined above, and with expert level ability in the technologies stated in section 5.1 *Technical Landscape*.

6.1 Provide Agile Teams

- a) Contractor shall provide Agile teams for the purpose of responding to specific application development requirements USCIS identifies. The contractor's work shall conform to the architecture and design provided by the USCIS Architecture and Design team and the Agile processes set up by the USCIS Processes and Practices team.

6.2 Development

Agile software development is a group of software development methods based on iterative and incremental development, where requirements and solutions evolve through collaboration between self-organizing, cross-functional teams. It promotes adaptive planning, evolutionary development and delivery, a time-boxed iterative approach, and encourages rapid and flexible response to change. It is a conceptual framework that promotes foreseen interactions throughout the development cycle. The *Agile Manifesto* introduced the term in 2001.

- a) Contractor shall be responsible for development teams performing the full suite of development tasks using Agile methodologies, including, but not limited to: participating in creating user stories for both business functionality, technical requirements and defining acceptance criteria; estimating the size of stories; solution design; development; and testing.

- b) Contractors shall assist in the documentation of user stories, acceptance criteria and tasks to be completed to fulfill the definition of done for a story.
- c) Contractors shall develop code and other artifacts against the user stories documented in task 6.2.a or as assigned by the government.

6.3 Code Quality and Standards Compliance

- a) Contractor shall develop code that does not add new technical debt to a release; the contractor shall correct any defects identified by testers, code reviewers, automated tools, or as part of the CI/CD activities etc.
- b) Contractor's work shall conform to the architecture and standards provided by the government and the Agile processes set up by the USCIS Processes and Practices team. This will include providing input to any documentation required to maintain compliance with DHS and USCIS standards, as specified by USCIS.
- c) The contractor's code shall meet the functional and non-functional requirements, meet database development requirements, and be deployable and fully tested in preparation for USCIS OIT Independent Validation & Verification (IV&V) review.

6.4 Test and Integrate

- a) Contractor shall be responsible for creating test cases and automated test scripts to support test automation activities.
- b) Contractor shall collaborate with other teams to support continuous code integration
- c) Contractor shall share test scripts (manual and automated) as needed with other testing entities.
- d) Contractor shall assist with crafting validation steps (both positive and negative testing) for user acceptance testing on an as needed basis.
- e) Contractor shall support the activities of the Integration and Configuration team to ensure the automatic build and deployment process works effectively across all environments, including the contractor's dev/test enclave. Deployment and testing in the dev/test environment should mimic closely the actions performed for deployment and testing in staging and production.
- f) Contractor shall perform development testing before the commit stage in the CI pipeline

6.5 Quality Control

- a) Contractor shall create a Quality Management Plan.
- b) Contractor shall ensure development-related activities are in accordance with the contractor's Quality Management Plan.

6.6 Administrative Activities

- a) The contractor shall collaborate with stakeholders, support contractors, and third party vendors throughout system integration, performance, security, Section 508, system acceptance, user acceptance, usability, and test and evaluation reporting.

- b) The contractor shall manage all contractor resources and supervise all contractor staff in the performance of work on this task order. The contractor shall manage and coordinate its team(s) on a day-to-day basis and ensure plans are communicated to team members. Likewise, the contractor must ensure that the health and progress against those plans are adequately reported.
- c) The contractor shall organize, direct and coordinate planning and execution of all task order activities.
- d) Vehicles for transparency, such as the agency Agile Application Lifecycle Management (ALM) tool, shall be maintained with data so that reports and charts can be generated as needed, and so that user stories, defects, and tasks and their status are available to stakeholders. Task boards and Sharepoint sites, meetings, and demos can be used to share information and report progress.

7 KEY PERSONNEL

The contractor shall identify key personnel and provide statements of qualifications for these individuals. Key personnel shall be current full time employees, contingent hires will not be accepted as key personnel submissions. The contractor shall identify key personnel who shall be the **management lead** and the **technical lead** for the task order as a whole. These individuals must have expertise in the Agile development methodology and experience using many of the tools included in the Development/Test Tool Suite identified previously.

The management lead shall ensure that all work on this contract complies with contract terms and conditions and shall have access to contractor corporate senior leadership when necessary. The contractor's management lead shall be the primary interface with the USCIS Contracting Officer's Representative (COR) and Contracting Officer (CO) and shall attend status meetings and ad hoc meetings with stakeholders as required, accompanied by the technical lead when necessary.

8 TRANSITION SUPPORT

In accordance with Agile principles, knowledge acquisition is expected to occur within the sprints, and thus a formal transition in plan is not required. Upon notice to proceed, the Contractor transition in will begin with the first sprint.

At the completion of performance of this task order, the contractor shall fully support the transition of the contractor's work that is turned over to another entity, either government or a successor offeror(s). The contractor shall assist with transition planning and shall comply with transition milestones and schedules of events.

The contractor shall be responsible for the implementation of the transition and application cutover activities. The transition shall cause no disruption in development services. To ensure the necessary continuity of services and to maintain the current level of support, USCIS may retain services of the incumbent Contractor for some, or all of, the transition period, as may be required.

The contractor shall be responsible for the transition of all technical activities identified in this task order. As part of the transition, the contractor shall be responsible for:

- Inventory and orderly transfer of all GFP, to include hardware, software, and licenses, Contractor Acquired Government Property, and Government Furnished Information (GFI)
- Transfer of documentation currently in process
- Transfer of all software code in process
- Certification that all non-public DHS information has been purged from any contractor-owned system
- Exchange of accounts to access software and hosted infrastructure components
- Participate in knowledge transfer activities in accordance with the transition plan
- Provide members to and participate in transition management team

If the government provides a Transition Plan template, the contractor shall complete it as assigned, otherwise the contractor shall submit a Transition Plan at the direction of the government. The Transition Plan shall:

- Document the strategic approach
- Identify equipment, hardware, software, documents and other artifacts that are included in the transition
- Establish milestones and schedules
- Establish activities
- Identify transition risks and risk mitigation
- Define roles and responsibilities
- Define transition approval authorities and lines of communication
- Define a knowledge transfer approach
- Define a property inventory and transition approach
- Create bi-party or tri-party agreements
- Provide checklists

A Transition Plan shall be delivered 30 calendar days prior to the task order expiration date or, if directed by the government, 30 days prior to the end of each option period. The Transition Plan shall include support activities for all transition efforts for follow-on requirements to minimize disruption of services. The contractor shall account for a 10 business day Government review process prior to transition execution. The 10-day review and approval process is not included in the 30-day transition activities.

Transition support shall commence 15 business days prior to expiration of the Task Order. Upon award of a follow-on contract, the incumbent contractor will work with the new contractor to provide knowledge transfer and transition support, as required by the COR and PM.

9 DELIVERABLES

The primary deliverable of this task order is deployable application code. The contractor shall deliver this code (in conformance with procedures established by the Integration and Configuration team) throughout the period of performance for integration with an existing codebase in preparation for deployment.

The contractor shall submit electronic copies of document deliverables that are indicated in the table below to the CO and COR (and other cc's as may be specified by the CO and/or COR) via e-mail in the format specified. All document deliverables shall be made by close of business (COB) 4:30pm local time Monday through Friday, unless stated otherwise.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

9.1 Task Order Management Artifacts

The contractor shall provide standard and ad hoc reports that support task order management, as described below:

- Performance and Expenditure Report (PER)

The PER shall contain a narrative of the month's activities and resources expenditures:

- Performance Summary

The Performance Summary includes documenting any major risks and/or issues and any significant progress and events. Progress and events includes the delivery of documents, artifacts, and code. The summary should provide enough detail for the reader with some but not detailed familiarity with the task order to comprehend the value that the contractor is providing to the overall application development effort at USCIS.

Included with this summary shall be burn-down charts for those releases and iterations that ended within the month, and a snapshot of the burn-down chart for all releases and iterations in progress on the last day of the PER reporting period.

- Resource Expenditures

Resource expenditures track funds expended during the reporting period and their purpose in order to understand the burn rate and provide fiscal accountability to external stakeholders. Reporting of resource expenditures shall conform to the format provided in section *10.5 Payment of Invoices*.

- Status Briefings

As required by the COR, the contractor shall attend meetings with the COR and/or other USCIS stakeholders in order to review work accomplished, work in progress, plans for future work, transition plans and status, and issues pertinent to the performance of work tasks that require USCIS attention. The meetings may be scheduled regularly or may be ad hoc.

In the event the government requires additional information related to contract technical, cost, or schedule performance, risks, resources, or any contract-related data, the contractor

shall provide this report information in the format requested by the government. Requests for ad-hoc reporting may vary in scope and complexity and may require the contractor to attend OIT meetings to obtain required information, review and research applicable documentation, and extract applicable database information required to assemble the ad-hoc report.

9.2 Deliverables Schedule

The deliverables that apply to this task order, and that the contractor shall provide are outlined in *Table 2: Deliverables Schedule*.

Item	Frequency of Delivery	Acceptable Formats
In-process application code	Continuously, with each build	Application source code
Shippable application code	Continuously, with each commit	Application source code and compiled code
Quality Management Plan Updates	30 days After Receipt of Order (ARO) Updated annually	MS Word 2010
Agile development lifecycle documents, such as System Design Document (SDD), etc.	Each release	MS Word 2010
Status Briefings, such as presentations, database extractions, meeting reports, burndown charts, etc.	As directed	MS Word 2010, Excel, Visio, or PowerPoint
Program and Expenditure Report (PER)	10 th calendar day of each month	MS Word 2010, Excel
Transition Plan	As directed	MS Word 2010
Security Plan	30 days ARO	MS Word 2010
Test Scripts	Continuously, with each commit	Application source code, MS Word 2010

Table 2: Deliverables Schedule

9.3 Inspection and Acceptance

Various government stakeholders will inspect contractor services and deliverables. The CO will provide official notification of rejection of deliverables. Inspection and acceptance of deliverables will use the following procedures:

- The government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) business days of receipt of task order deliverables.

- If government acceptance, comments, and/or change requests are not provided to the contractor within 15 business days after delivery of a deliverable, the contractor shall assume government acceptance.
- Upon receipt of the government comments, the contractor shall, within three (3) business days, rectify the situation and re-submit the contract deliverable(s).

10 TASK ORDER ADMINISTRATION DATA

10.1 Place of Performance

The principal place of performance in the base period shall be at the Government-provided work site. The place of performance for optional CLINs X001, X002 and X003AA-AI will be at the Government-provided work site while the place of performance for optional CLINs X003AJ-AS, if exercised, will be at the Contractor-provided work site. The contractor facility shall be in close proximity to the USCIS facility at 111 Massachusetts Ave NW, Washington D.C., not to exceed a distance of 15 miles. Meetings will usually take place at USCIS offices in the Washington, D.C. Metropolitan Area, including, but not limited to 20 Massachusetts Avenue, N.W., and 111 Massachusetts Avenue, N.W., Washington DC. Meetings may also occur at the contractor's work site, especially when close collaboration between stakeholders and the development team is needed. The Contractor shall provide workspace, such as a team room, to accommodate up to five Government representatives per contract. Further, the contractor should provide workspace to accommodate one USCIS IV&V/TICS tester contractor per development team. The contractor shall provide meeting space for periodic hosting of meetings with both USCIS federal and contractor personnel.

Because significant collaboration amongst Federal and multiple-vendor teams is required telecommuting is generally discouraged. However, in extenuating circumstances, such as inclement weather, when the Office of Personnel Management (OPM) changes the federal Operating Status in the National Capital Region contractors are permitted to allow their employees to telework based on the contractor's telework guidance. Notice shall be given to the COR.

10.2 Hours of Operation

Normal duty hours for the Government are from 8am to 5pm, Monday through Friday, excluding Federal Government holidays. Core hours for work provided in this task order will be 9:00am to 2:00pm and all contractor employees must make those hours part of their normal work day. The government encourages the contractor to manage the hours in which staff operates so that service is provided when required.

10.3 Government Furnished property (GFP)

Only GFP laptops and Virtual Private Network (VPN) tokens will be issued and used in performing work on this contract. No personal or company owned storage devices, (thumb drives, DVDs, or CDs) will be used with the GFP. A webinar account, such as AT&T Connect, will be provided to the contractor to facilitate virtual demos and other meetings with stakeholders at various physical locations. Blackberry devices may be provided as identified by the COR or Government Program Manager.

10.4 Travel

Travel within the local commuting area will not be reimbursed. For the purpose of this Task Order the local commuting area is defined as a fifty (50) mile radius from USCIS offices located at 111 Massachusetts Ave NW, Washington D.C. Home to work travel is not reimbursable.

10.5 Payment of Invoices

a) In accordance with FAR Part 32.905, all invoices submitted to USCIS for payment shall include the following:

- (1) Name and address of the contractor.
- (2) Invoice date and invoice number.
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, period of performance, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms.
- (6) Name and address of contractor official to whom payment is to be sent.
- (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (8) Taxpayer Identification Number (TIN).

b) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.

c) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to USCISInvoice.Consolidation@ice.dhs.gov with each email conforming to a size limit of 500 KB.

d) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation
PO Box 1000
Williston, VT 05495

An invoice is a "proper invoice" as defined under FAR Clause 52.232-25. Payment will be based on receipt of a proper invoice and satisfactory performance. Invoices shall be for approved expenses, such as travel, and services incurred against the work performed during the previous month's period of performance which shall begin on the first of the month and end on the last day of the month.

Invoices shall be received by the tenth calendar day of each month and include billable items for the previous month's period of performance. The contractor shall include with the invoice all supporting documents (e.g., travel reports/receipts) and the associated PER.

The contractor shall also report, in writing, to the CO and the COR, when 75% of the dollar value of the contract has been billed to the Government.

The invoice shall include backup documentation in a format supplied by the Government. The Resource Expenditure Report and its associated Resource Expenditure Format constitute the invoice backup data that the Government requires. The invoice's Resource Expenditure Report shall follow the format provided in *Figure 1: Resource Expenditure Report*. The contractor shall provide this in MS Excel format. A description of the data items in the report are provided in *Table 3: Resource Expenditure Format*. The report data shall represent the labor resources billed in the invoice. In other words, the amount billed shall be consistent with the resource expenditures documented for that reporting period. The Resource Expenditure Report reporting period shall be consistent with the invoice's.

Item No.	Item	Description
1	Contractor	Enter the contractor name in (a) and the contractor facility address and mailing location in (b)
2	Contract	Enter the contract name in (a), the contract number in (b), and the contract type, such as T&M (c)
3	Contract Period	Enter the contract period of performance start and end dates
4	Reporting Period	Enter the start and end dates for the period covering the report
5a	Negotiated Cost	The dollar value (excluding fee or profit) on which the contractual agreement has been reached as of the cutoff date of the report. Amounts for changes shall not be included in this item until they have been priced and incorporated in the contract through contract change order or supplemental agreement.
5b	Estimated Cost of Authorized Unpriced Work	The amount (excluding fee or profit) estimated for that work for which written authorization has been received, but for which definitized contract prices have not been incorporated in the contract through contract change order or supplemental agreement.
5c	Estimated Price	Based on the most likely estimate of cost at completion for all authorized contract work and the appropriate profit/fee, incentive, and cost sharing provisions. Enter the estimated final contract price (total estimated cost to the Government). This number shall be based on the most likely management estimate at complete and normally will change whenever the management estimate or the contract is revised.
5d	Contract Ceiling	Contract ceiling price applicable to the definitized effort.
5e	Estimated Contract Ceiling	The estimated ceiling price applicable to all authorized contract effort including both definitized and undefinitized effort.
5f	Contract Budget Base	Enter the total of negotiated cost (5.a) and estimated cost of authorized, unpriced work (5.b).
6	Authorized Contractor Representative	Enter the name of the authorized person (program manager or designee) signing the report in (a), enter that person's title in (b), and enter the date signed in (d). The authorized person shall sign in (c). Electronic signatures are encouraged.
7(1)	Item	Create rows and sub-rows of data that represent the following items in nested order: Application - The name of each of the applications the contractor supports, such as "ELIS". All data in this row will be a roll-up of all

		<p>costs associated with this application.</p> <p>Release - The nomenclature of each of the releases the contractor supports that is associated with the named application, such as "A2.1". All data in this row will be a roll-up of all costs associated with this release.</p> <p>Iteration - The nomenclature that identifies each of the iterations the contractor is supporting as part of the named release, such as "Sprint 4", "Sprint 5", etc. All data in these rows will be a roll-up of all costs associated with the named iteration.</p> <p>Individual – The names of all of the individuals who charged or planning to charge to the contract during the named sprint, followed by their labor category, such as "Sean O'Rally /Functional Analyst". All data in these rows will be itemized costs associated with the named resources for the given iteration. Resources may be placed in planning packages for future releases and iterations that have yet to be identified during the contract period of performance.</p>
7(2)	Current Period Budget Cost	For the reporting time period, indicate the cost of planned resources based on the release and iteration planning closest to the start of the period of performance.
7(3)	Current Period Actual Cost	For the reporting time period, indicate the actual costs of all resources used.
7(4)	Current Period Variance	For the reporting time period, indicate the difference between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
7(5)	Cumulative Budget Cost	For the contract time period, indicate the cumulative cost of planned resources from the start of the contract to the end of the reporting period.
7(6)	Cumulative Actual Cost	For the contract time period, indicate the cumulative actual costs of all resources used.
7(7)	Cumulative Variance	For the contract time period, indicate the cumulative differences between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
8(8)	Contract at Completion Budgeted	Enter the budgeted cost at completion for the items listed in Column (1). This entry shall consist of the sum of the original budgets.
7(9)	Contract at Completion Estimated	Enter the latest revised estimate of cost at completion including estimated overrun/underrun for all authorized work.
7(10)	Contract at Completion Variance	Enter the difference between the Budgeted - At Completion in Column (8) and the Estimated – At Completion in Column (9).
7(11)	Month x Budget Cost	The data in Column (11) is maintained for each month during the contract period of performance. For the month represented, indicate the cost of planned resources.
7(12)	Month x Actual Cost	The data in Column (12) is maintained for each month during the contract period of performance. For the month represented, indicate the actual costs of all resources used.
7(13)	Month x Variance	The data in Column (13) is maintained for each month during the contract period of performance. For the month represented, indicate the

		difference between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as “-243,900 (-6%)”.
7(14)	Fiscal Year and Quarter Budgeted Cost	For the government fiscal year (Oct 1 to Sept 30) and for each of the 4 quarters in the fiscal year, indicate the cumulative cost of planned resources. This will be cumulative costs of the relevant monthly costs (Column 14) in the fiscal year and the fiscal quarters that fall within the contract period of performance. If the contract period of performance ends prior to the conclusion of a fiscal year (Sept. 30), then the contractor shall estimate all of the available months within the fiscal year, recognizing that no work is scheduled to be performed during some of those months.
7(15)	Fiscal Year and Quarter Actual Cost	For the fiscal year and for each of the 4 quarters in the fiscal year, indicate the cumulative actual cost of resources. This will be cumulative costs of the relevant monthly costs (Column 15) in the fiscal year and the fiscal quarters that fall within the contract period of performance. If the contract period of performance ends prior to the conclusion of a fiscal year (Sept. 30), then the contractor shall estimate all of the available months within the fiscal year, recognizing that no work is scheduled to be performed during some of those months.
7.a	General & Administrative	Enter the appropriate General and Administrative (G&A) costs. If G&A costs have not been included in the (Column (1)) costs, G&A shall be shown as an add entry in (Column (1)). If G&A costs have been included in the Column (1) costs, G&A shall be shown as a non-add entry here with an appropriate notation to that effect. For contracts that require CCDRs, contractors may also have to submit separate costs without G&A for the Column (1) elements on an exception basis if the Government specifies such a requirement in the CDRL. If a G&A classification is not used, no entry shall be made other than an appropriate notation to that effect.
7.b	Total	Enter the sum of the budgeted cost, actual costs, variances, and estimated costs and G&A.

Table 3: Resource Expenditure Format

C-33

RESOURCE EXPENDITURE REPORT									
DOLLARS IN _____									
1. CONTRACTOR		2. CONTRACT		3. CONTRACT PERIOD			5. CONTRACT COST DATA		
a. NAME		a. NAME		a. FROM (YYYYMMDD)			a. NEGOTIATED COST		
b. LOCATION (Address and ZIP Code)		b. NUMBER		b. TO			b. EST COST OF AUTHORIZED UNPRICED WORK		
				4. REPORTING PERIOD					
		c. TYPE		a. FROM			c. ESTIMATED PRICE		
				b. TO					
6. AUTHORIZED CONTRACTOR REPRESENTATIVE							d. CONTRACT CEILING		
a. NAME (Last, First, Middle Initial)				b. TITLE			e. ESTIMATED CONTRACT CEILING		
c. SIGNATURE				d. DATE (YYYYMMDD)			f. CONTRACT BUDGET BASE		
7. PERFORMANCE DATA									
ITEM	CURRENT PERIOD			CUMULATIVE TO DATE			CONTRACT AT COMPLETION		
	BUDGETED COST	ACTUAL COST	VARIANCE	BUDGETED COST	ACTUAL COST	VARIANCE	BUDGETED	ESTIMATED	VARIANCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
ELIS (example)	28								
Release 3C	12								
Sprint 0	2								
Sprint 1	2								
Sprint 2	4								
Sprint 3	4								
Sean O'Rally/Functional Analyst	1								
Martin Mull/Sr. Developer	1								
Lola Canola/S/W Tester	1								
Paula Camino/Config Manager	1								
Release 3D	16								
Sprint 0	2								
Sprint 1	2								
Sprint 2	4								
Sprint 3	4								
Sprint 4	4								
a. GENERAL AND ADMINISTRATIVE									
b. TOTAL									

11 Performance Criteria

FADS contractor teams will be evaluated every 4 weeks and the evaluation will be discussed with the contractor. The purpose of the scorecard and discussions is to enhance performance. In addition, in the aggregate, the scorecards and discussions will be used partially as a basis for past performance reporting. It is anticipated that FADS contractors will be evaluated along the following dimensions:

- **Code Quality and Standards Adherence.** Contractor code will be evaluated by Government teams and IV&V providers. Code will be evaluated against standards published by USCIS including design standards and architecture. Automated code review tools will also be used to validate code quality.
- **Business Satisfaction.** Each feature completed by a contractor team will be evaluated by the Government Product Owner for that team, and possibly by SMEs assigned to the team. At each iteration review, the functionality will be evaluated by a wider audience of Government employees.
- **Test Quality and Test Coverage.** Because automated tests are a key component of this process, test scripts will be treated as deliverables under FADS. These test scripts will be assessed for their quality and for the extent to which they test the appropriate functions. This evaluation will be performed by the IV&V test team or Government employees.
- **Collaboration.** FADS contractors will operate within an ecosystem of federal and contractor staff, with multiple contractor teams working in parallel and with constant interaction with USCIS employees. The contractor will be graded based on their willingness, effort, and ability to work collaboratively.
- **Productivity.** Team velocity and story point completion provides a relative measure of productivity. A team's velocity is the rate at which the team is completing user stories and delivering them to the product owner. A team's velocity is measured by the sum of story points for each story completed during a sprint. Although measures such as velocity and story point completion cannot be used directly in an Agile process to measure performance, the Government will be able to compare across teams and also to note any unproductive behavior.
- **Innovation.** Agile development is accomplished by self-organizing teams who innovate in order to find ways to accomplish the work assigned. Contractors will be permitted to submit examples of any innovative approaches they introduce, and the Government will evaluate the contractors on their contributions (whether self-reported or not).
- **Process and Continuous Improvement.** FADS contractor teams will be assessed on the processes they implement, their conformance to USCIS processes, their contribution to SELC and other required frameworks, and their use of retrospectives to continuously improve these processes.

These criteria will be used in a Balanced Scorecard type approach. After every 2 iterations (every 4 weeks), the Government will assess the performance of each team from each contractor using a scorecard approach (grades A-F for each category and overall). The relative weights of these categories will be adjusted by the Government based on its experiences, and will be communicated to the contractors before the start of each release cycle. The Contracting Officer and Contractor

will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade.

12 ACCESSIBILITY REQUIREMENTS (SECTION 508)

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 (EIT), 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 EIT accessibility standards have been identified:

12.1 Section 508 Applicable EIT Accessibility Standards

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 1194.24 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.

12.2 Section 508 Applicable Exceptions

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 1194.3(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.

12.3 Section 508 Compliance Requirements

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 authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

13 DHS ENTERPRISE ARCHITECTURE COMPLIANCE

“All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Government intends to:

- a) All developed solutions and requirements shall be compliant with the HLS EA.
- b) All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- c) Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- d) Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.

- e) Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program. ”

14 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

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 applies to all or any part of the contract that includes IT resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency’s mission.

The 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.

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.

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; and the DHS Management Directive 4300 IT Systems Security Pub Volume 1 Part A; and DHS Management Directive 11042 Safeguarding Sensitive but Unclassified (For Official Use Only) Information.

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.

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. Contractor shall support USCIS reviews to ensure that the security requirements in the contract are implemented and enforced.

Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 9.1, July 17, 2012) 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.

15 PERSONNEL SECURITY FOR SENSITIVE REQUIREMENTS

15.1 General

U.S. Citizenship & Immigration Service (USCIS) has determined that performance of this contract requires the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified (SBU) information. SBU is unclassified information for official use only. Contractor employees that do not have a security clearance and require access to SBU information will be given a suitability determination. Requirements for suitability determination are defined in paragraph 3.0.

15.2 Contractor Personnel

15.2.1 Employment Eligibility

The Contractor will ensure that each employee and potential employee provide his/her name and social security number (not card) so that the government may verify the validity of the number. If the number is not valid that employee will not be allowed to work on the Contract until the problem is resolved.

The Contractor shall be responsible to the Government for acts and omissions of his employees as well as Subcontractor(s) and their employees.

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

15.2.2 Continued Eligibility

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Officer's Representative (COR) will advise the Contractor that the employee shall not continue to work or be assigned to work under the contract.

USCIS reserves the right to deny and/or restrict entrance to government facilities, prohibit employees from assigned work under the contract, deny and/or restrict handling of classified documents/material to any Contractor employee who USCIS determines to present a risk of compromising sensitive Government information.

The Contractor shall report to the USCIS Office of Security & Integrity (OSI) any and all adverse information brought to their attention concerning employees performing under this contract. Reports based on rumor or innuendo shall not be included. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

15.2.3 Termination

The USCIS COR and OSI shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the COR all USCIS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

15.2.4 Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with OSI through the COR on all security matters, to include physical, personnel, and protection of all sensitive documents/material handled by the Contractor.

The COR and OSI will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with the security requirements under this contract. Should the COR or USCIS OSI determine the Contractor is not in compliance with the security requirements of the contract, the Contracting Officer will notify the Contractor, in writing, of the appropriate action that will be taken to rectify any non-compliance to the contract security requirements.

15.3 SUITABILITY DETERMINATION

USCIS shall exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to or handling of both classified and sensitive Government information to Contractor employees based upon the results of a background investigation. USCIS may, as it deems appropriate, authorize and grant 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 OSI.

15.4 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive 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 COR no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a) Standard Form 85P, "Questionnaire for Public Trust Positions"
- b) FD Form 258, "Fingerprint Card" **(2 copies)**

- c) DHS Form 11000-6, “Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement”
- d) DHS Form 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”
- e) Position Designation Determination for Contract Personnel Form
- f) 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.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, 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 Information Technology (IT) systems. 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. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

15.5 Information technology Security clearance

When sensitive government information is processed on USCIS telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and 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 USICS security policy are subject to having their access to USCIS IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

15.6 Information technology Security Training and Oversight

All Contractors working on behalf of USCIS and accessing automated systems or processing USCIS sensitive data will receive periodic training at least annually in security awareness, accepted security practices and systems Rules of Behavior (ROB). All contractors are required to receive initial OIT Computer Security Awareness Training (CSAT); annual and refresher security training thereafter, in security awareness and any other accepted security practices of the agency.

USCIS 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 as is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All contractors will be required within twenty-four (24) hours of being granted a user account to take the CSAT. If a contractor fails to meet this training requirement, user access will be suspended. All contractors' personnel must complete the OIT's mandatory annual refresher CSAT (i.e.—every 365 days after the initial completion of CSAT). All contractors will be required to sign the system USCIS ROB prior to gaining access to any USCIS information system (e.g.—the USCIS wide area network/local area network or e-mail).

All contract personnel who access USCIS information systems will be continually evaluated while performing these duties. The Contractor Supervisor 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 USCIS Security Office or OSI.

15.7 References

15.7.1 USCIS Office of Security & Integrity (OSI)

USCIS OSI
Personnel & Industrial Security
Attn: Karen McGuire
70 Kimball Avenue
South Burlington, VT 05403
Telephone: (802) 872-4134

16 CAPITALIZED PROPERTY, PLANT & EQUIPMENT (PP&E) ASSETS INTERNAL USE SOFTWARE (IUS)

16.1 Background

The United States Citizenship and Immigration Services Management Directive No. 128-001, USCIS/Office of Information Technology has an ongoing requirement to report Internal Use Software (IUS) costs for the programs under their purview and assignment. This report is a monthly mandatory requirement, and must include all software releases with a cumulative cost of \$500K or greater; bulk purchases of \$1 Million, and a useful life of 2 years or more.

16.2 Requirement

Reporting: All applicable charges for application releases and/or development charges are tracked and reported; documented by each applicable release so that an OIT determination can be made if the asset meets IUS criteria. USCIS has determined that the best method for identifying IUS candidates is through monthly collection of contractor cost data for all releases in development, and will capitalize the cost of an IUS project if it is classified as a G-PP&E asset and meets the required criteria.

Definition: IUS is software that is purchased from commercial off-the-shelf (COTS) vendors or ready to use with little or no changes. Internal developed software is developed by employees of USCIS, including new software and existing or purchased software that is modified with or without a contractor's assistance. Contractor-developed software is used to design, program, install, and implement, including new software and the modification of existing or purchased software and related systems, solely to meet the entity's internal or operational needs.

Invoicing and Reporting: The contractor shall identify, capture, log, track and report the costs of IUS associated with each specific release. IUS Software is typically release centric and includes the application and operating system programs, procedures, rules, and any associated documentation pertaining to the operation of a computer system or program.

The contractor shall, after OIT's determination on whether or not the release meets the capitalization criteria, support OIT's reporting of costs incurred for the project or release, as required. The contractor shall provide the nature and cost of work completed within the relevant period. Costs considered part of IUS activities include systems administration, systems engineering, and program management. The Contractor shall provide the total cost, itemized by release and include the total sum of all applicable IUS activities. At the contractor's discretion, this information may be submitted, either as an attachment or as an itemized line item within the monthly invoices, as outlined in *Table 3: Resource Expenditure Format* and *Figure 1: Resource Expenditure Format*. For information purposes, the following activities within the development lifecycle have been identified as IUS reportable costs by the USCIS Management Directive No. 128-001:

- a) Design: System Design: Design System, Update System Test Plan, Update Security Test Plan, Update Project Plan, Update Business Case, Conduct Critical Design Review and Issue Memo.
- b) Programming/Construction: Establish Development Environment, Create or Modify Programs, Conduct Unit & Integration Testing, Develop Operator's Manual, Update Project Plan, Update Business Case, Migration Turnover/Test Readiness Review, Prepare Turnover Package, Develop Test Plans, Migration Turnover/Issue Test Readiness Memo
- c) Testing
 - i. Acceptance Testing: Develop Security Test Report, Issue Security Certification, Develop System Documentation, Conduct User Acceptance Testing, Update Project Plan, Update Business Case, Conduct Production Readiness Review, Develop Implementation Plan, Issue Production Readiness Review Memo.
 - ii. Coding
 - iii. Installation to hardware
 - iv. Testing, including parallel processing phase
- d) Implementation Activities: Implementation/Transition: Security Accreditation (initial system accreditation only), Issue Implementation Notice, Parallel Operations, Update Project Plans, Update Business Case, Conduct Operational Readiness Review, Issue Operational Readiness Memo.
- e) In addition, these cost shall contain, if not already itemized in the attachment (PER) or the invoice, the following additional costs information: Full cost (i.e., direct and indirect costs) relating to software development phase; Travel expenses by employees/contractor directly associated with developing software; Documentation Manuals; COTS purchases.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Performance Reporting

Evaluation of Performance for Contractor Performance Reports

(a) Past performance information is relevant information regarding a Contractor's actions and conduct on previously awarded contracts. It includes such things as Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.

(b) For active contracts and orders for services the Federal Acquisition Regulation (FAR) requires federal agencies to prepare Contractor Performance Evaluations. USCIS uses the Contractor Performance Assessment Reporting System (CPARS) for past performance reporting. Performance evaluations are completed and forwarded to the Contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

H.2 Personally Identifiable Information (PII) and Privacy Act Training for Contractors

The performance of this contract has been determined to have been the potential of allowing access by Offeror employees, to personally Identifiable Information (PII), which is protected under the Privacy Act of 1974, as amended at 5 USC §552a. The Offeror is responsible for ensuring all employees who have access to information protected under the Privacy Act complete annual mandatory USCIS Privacy Awareness Training. New Offeror employees shall complete PII training prior to using any USCIS systems and annually thereafter before December 31st. The Offeror shall certify as soon as this training is completed by its employees and annually thereafter. The Offeror shall use the web-based training titled "A Culture of Privacy Awareness" which is available through the USCIS Learning Edge training system. Any employees who do not have access to the Learning Edge system shall take the training via a DVD, which will be provided by USCIS. The certification of the completion of the training by all employees shall be provided to both the COR and CO.

H.3 Contractor Pre-Screening

Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting their name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months, or misconduct such as criminal activity on the job relating to fraud or theft within the past

12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to Sub-Contractors. Pre-screening involves Contractors and Sub-Contractors reviewing –

- Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
- Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check, or if the Contractor or Sub-Contractor already has drug testing in place. There is no requirement for Contractors and/or Sub-Contractors to initiate a drug testing program if they do not have one already in place.
- Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.

Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all sub-contracts if the Sub-Contractor requires routine, physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

“Logical access” means providing an authorized user the ability to access one or more computer system resources such as a workstation, network. Application or database through automated tools. A logical access control system (LACS) requires validation of an individual’s identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

H.4 Cost-Plus-Fixed-Fee Level of Effort Term Contract

In accordance with FAR 16.306(d)(2), this will be a cost-plus-fixed-fee term task order. The Contractor is to provide the level of effort specified in Attachment 1 – Level of Effort Spreadsheet, during each performance period. Subject to the limitations provided for in FAR Clause 52.216-8, Fixed Fee, and FAR Clause 52.246-5, Inspection of Services--Cost Reimbursement, payment of the full fixed fee stated in Section B is contingent on the contractor providing the level of effort stated in Attachment 1 and certifying at the end of the period that the specified level of effort has been expended.

The Contractor shall maintain complete and accurate records pertaining to the time worked, costs, expenses and allowances incurred in the performance of this contract in sufficient detail to properly reflect all net costs for which payment is claimed. The labor hours shall be supported by a timekeeping system acceptable to the Government and shall include evidence of actual payment. Such records shall be made available to the Government, upon request.

Any level of effort exceeding that stated in Attachment 1 – Level of Effort Spreadsheet, is not authorized since it would be considered new work and would require new cost and fee arrangements.

The total hours for each labor category may deviate up to 10% so long as the estimated cost will not be exceeded. If total hours for any labor category will deviate by more than 10%, Contracting Officer approval will be required.

H.5 Organizational Conflict of Interest

Corporation Change: The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divisions that may affect the provision at HSAR 3052.209-72 as included in solicitation HSSCCG-13-R-00023.

Flow-down: The contractor shall insert the substance of clause HSAR 3052.209-72, as included in solicitation HSSCCG-13-R-00023, in each first tier subcontract that exceeds the simplified acquisition threshold.

H.6 Payment of Fixed Fee

Fee shall be billed in monthly increments based on costs incurred. Provided the level of effort has been satisfied the final bill shall include any residual fee not previously billed.

H.7 Option for Increased Services – Separately Priced Line Item

The Government may require the performance of the numbered line item(s) identified in the Schedule as optional items for increased services, in the quantities and at the cost plus fixed fee stated in the Schedule. The Contracting Officer may exercise the optional line item(s) by written notice to the Contractor at any point during the current period of performance, provided the Government gives the Contractor at least 60 days' notice of the Government's intent to exercise such option(s) prior to the exercise of any option(s) for increased services. The notice of intent in no way obligates the Government to exercise any option(s).

H.8 Indirect Rate Caps

The contracting parties agree that indirect rates (burden rates) chargeable and charged to this task order are capped at and shall not exceed the following percentages. Any indirect costs or rates exceeding the CAPS below shall be considered unallowable. This agreement is applicable to the entire term of the task order including all options and optional periods. Final DCAA indirect rate audit results do not constitute grounds for exceeding the indirect rate CAPs negotiated under this task order. This agreement is applicable to this task order only.

Fringe:
Overhead:
G&A:



(b)(4)

PART II
SECTION I – CONTRACT CLAUSES

Along with the following additional task order terms and conditions, all National Institutes of Health Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Office – Solutions and Partners 3 (CIO-SP3) Small Business; hereafter referred to as the “Basic Contract” Clauses are applicable to the resultant task order.

I.1. FAR Clauses Incorporated by Reference

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

(End of clause)

The following clauses are incorporated by reference:

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-13 System for Award Management Maintenance (JUN 2013)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (MAY 2012)

52.210-1 Market Research (APR 2011)

52.215-8 Order of Precedence—Uniform Contract Format (OCT 1997)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications (AUG 2011)

52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010)

52.227-17 Rights in Data—Special Works (DEC 2007)

52.228-7 Insurance—Liability to Third Persons (MAR 1996)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.237-3 Continuity of Services (JAN 1991)

52.239-1 Privacy or Security Safeguards (AUG 1996)

52.248-1 Value Engineering (OCT 2010)

I.2. FAR Clauses in Full Text

52.203-14, Display of Hotline Poster(s) (DEC 2007)

(a) *Definition.*

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

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

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

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

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

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

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

<i>Poster(s)</i>	<i>Obtain from</i>
------------------	--------------------

<i>DHS OIG Hotline Poster</i>	http://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg
-------------------------------	---

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

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

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

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

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 the 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.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; 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 twenty-four (24) months

I.3. Homeland Security Acquisition Regulation (HSAR) clauses and provisions incorporated by reference.

The full text of HSAR clauses may be accessed electronically at this internet address:

<http://farsite.hill.af.mil/vfhsara.htm>

3052.203-70 Instructions for Contractor Disclosure of Violations (SEP 2012)

3052.228-70 Insurance (DEC 2003)

3052.242-72 Contracting Officer's Technical Representative (DEC 2003)

I.4. Homeland Security Acquisition Regulation Clauses & Provisions in Full Text

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)

3052.204-71 Contractor Employee Access, Alternate I (SEP 2012)

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, 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) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(2) 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)

3052.205-70 Advertisements, Publicizing Awards, and Release (SEP 2012) ALT I (SEP 2012)

(a) The Contractor shall not refer to this contract in commercial advertising or similar promotions 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.

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by 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, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

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; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure*. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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)

3052.209-73 Limitation of Future Contracting (JUN 2006)

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

(b) The nature of this conflict is:

1. Any FADS contractor will be prohibited from working on TICS concurrently.
2. Any FADS contractor must not have previously worked on ADS.
3. Any FADS contractor will also be prohibited from future work on IV&V/IT&I concurrent with work on FADS.

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

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

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

(End of clause)

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.

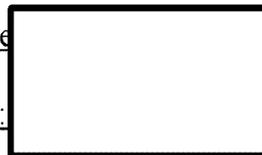
(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer 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:

(b)(4)

Management Lead:

Technical Lead:



(b)(6)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 09/25/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DV UNITED LLC 7343 WAVERLY DRIVE WARRENTON VA 20186		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 5572584360000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200193W HSSCCG-14-F-00294	10B. DATED (SEE ITEM 13) 06/27/2014	

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)

ITFADS0 OIT EX 20-05-00-000 20-00-0000-00-00-00-00 GE-25-86-00 000000

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

CHECK ONE X	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. FAR 52.243-2, Alt 1: Changes - Cost Reimbursement
	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 557258436+0000

The purpose of this modification is to:

Incorporate FAR Clauses 52.243-2 Alt 1: Changes - Cost Reimbursement, and 52.243-3: Changes - Time and Materials or Labor Hours into this Task order.

Issue a Notice to Proceed to Full Performance, effective 25 September 2014. The Periods of Performance are as follows:

BASE: 09/25/2014 - 03/24/2015

Option 1: 03/25/2015 - 09/24/2015

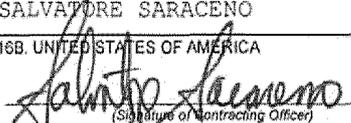
Continued ...

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vernon Hadley		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 9/22/2014

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	<p>Option 2: 09/25/2015 - 03/24/2016 Option 3: 03/25/2016 - 09/24/2016</p> <p>The total amount obligated for the base period remains unchanged at [REDACTED]. The total value of the contract remains unchanged at \$52,978,213.00 AAP Number: 201205005 DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: HQOIT Department of Homeland Security US Citizenship & Immigration Svcs Office of Information Technology 111 Massachusetts Ave, NW Suite 5000 Washington DC 20529</p> <p>FOB: Destination Period of Performance: 09/25/2014 to 09/24/2016</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DV UNITED LLC 7343 WAVERLY DRIVE WARRENTON VA 20186		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200193W HSSCCG-14-F-00294	
CODE 5572584360000 FACILITY CODE			10B. DATED (SEE ITEM 13) 06/27/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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: FAR 52.243-2, Alt 1: Changes - Cost Reimbursement			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 557258436+0000 The purpose of this no cost modification is to Modify Section 7 of the PWS to read as follows: The contractor shall identify key personnel and provide statements of qualifications for these individuals. All Key personnel shall be current full time employees, with the following exception. The contractor may fill one key position with a subcontractor based on qualifications outlined within this section, with prior Contracting Officer approval. Contingent hires will not be accepted as key personnel. The contractor shall identify key personnel who shall be the management lead and the technical lead for the task order as a whole. These individuals must have extensive expertise in the agile development methodology Continued ... (b)(4) 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) <div style="border: 1px solid black; width: 100%; height: 40px;"></div>		(b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SALVATORE SARACENO	
15C. DATE SIGNED 10/7/2014		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 8 Oct 2014

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	<p>and experience using many of the tools included in the Development/Test Tool Suite identified previously.</p> <p>The management lead shall ensure that all work on this contract complies with contract terms and conditions and shall have access to contractor corporate senior leadership when necessary. The contractor's management lead shall be the primary interface with the USCIS Contracting Officer's Representative (COR) and Contracting Officer (CO) and shall attend status meetings and ad hoc meetings with stakeholders as required, accompanied by the technical lead when necessary.</p> <p>The total amount obligated for the base period remains unchanged at The total value of the contract remains unchanged at \$52,978,213.00</p> <p>AAP Number: 201205005 DO/DPAS Rating: NONE Period of Performance: 09/25/2014 to 09/24/2016</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 12/31/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DV UNITED LLC 7343 WAVERLY DRIVE WARRENTON VA 20186		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 5572584360000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200193W HSSCCG-14-F-00294	10B. DATED (SEE ITEM 13) 06/27/2014	

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.
X	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 557258436+0000

The purpose of this no cost modification is to:

a) Appoint Donata Sikon-Amato as Contracting Officer for this task order, Donata.A.Sikon-Amato@uscis.dhs.gov, (802) 872-4523.

b) Appoint Amanda Frennier as Contract Specialist for this task order, Amanda.K.Frennier@uscis.dhs.gov, (802) 872-4649.

All other terms and conditions remain unchanged. The total amount obligated for the base period remains unchanged at (b)(4)

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHAWN T. JENKINS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 1-5-15

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	AAP Number: 201205005 DO/DPAS Rating: NONE Period of Performance: 09/25/2014 to 09/24/2016				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 02/10/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DV UNITED LLC 7343 WAVERLY DRIVE WARRENTON VA 20186		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5572584360000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200193W HSSCCG-14-F-00294	10B. DATED (SEE ITEM 13) 06/27/2014

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: FAR 52.243-2, Alt I: Changes-Cost Reimbursement
	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.)

DUNS Number: 557258436+0000

The purpose of this no cost modification is to change PWS section 10.2 Hours of Operation see attached fully conformed PWS revised 02/10/2015 and to add Contract Security Clause - PIV Card Issuance to Contractors:

Contract Security Clause - PIV Card Issuance to Contractors

In accordance with Homeland Security Presidential Directive-12 (HSPD-12)

<http://www.dhs.gov/homeland-security-presidential-directive-12> contractor employees who require access to United States Citizenship and Immigration Services (USCIS) facilities and/or utilize USCIS Information Technology (IT) systems, must be issued and maintain a Continued ...

(b)(4) (b)(6)

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Donata Sikon-Amato	
		15C. DATE SIGNED 2/11/2015	16B. UNITED STATES OF AMERICA <i>Donata Sikon-Amato</i> (Signature of Contracting Officer)
		16C. DATE SIGNED 2/11/2015	

NAME OF OFFEROR OR CONTRACTOR
 DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Personal Identity Verification (PIV) card throughout the period of performance on their contract. Government-owned contractor-operated facilities are considered USCIS facilities.</p> <p>After the Office of Security & Integrity, Personnel Security Division has notified the Contracting Officer's Representative that a favorable entry on duty (EOD) determination has been rendered, contractor employees will need to obtain a PIV card.</p> <p>For new EODs, contractor employees have 10 business days from their EOD date to comply with HSPD-12. For existing EODs, contractor employees have 10 business days from the date this clause is incorporated into the contract to comply with HSPD-12.</p> <p>Contractor employees who do not have a PIV card must schedule an appointment to have one issued. To schedule an appointment: http://connect.uscis.dhs.gov/org/MGMT/OSI/Pages/HSPD-12.aspx. Contractors who are unable to access the hyperlink above shall contact the Contracting Officer's Representative (COR) for assistance.</p> <p>Contractor employees who do not have a PIV card will need to be escorted at all times by a government employee while at a USCIS facility and will not be allowed access to USCIS IT systems.</p> <p>A contractor employee required to have a PIV card shall:</p> <ul style="list-style-type: none"> • Properly display the PIV card above the waist and below the neck with the photo facing out so that it is visible at all times while in a USCIS facility • Keep their PIV card current • Properly store the PIV card while not in use to prevent against loss or theft <p>http://connect.uscis.dhs.gov/org/MGMT/OSI/Pages/HSPD-12.aspx</p> <p>USCIS COR: Sheila Murali, telephone 202-272-0930, email: Sheila.M.Murali@uscis.dhs.gov</p> <p>USCIS Contracting Specialist: Amanda Frennier, Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294/P00005

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>telephone 802-872-4649, email Amanda.K.Frennier@uscis.dhs.gov</p> <p>USCIS Contracting Officer: Donata A. Sikon-Amato, telephone 802-872-4523, email Donata.A.Sikon-Amato@uscis.dhs.gov</p> <p>The total amount obligated for the base period remains unchanged at (b)(4) AAP Number: 201205005 DO/DPAS Rating: NONE Period of Performance: 09/25/2014 to 09/24/2016</p>				

SECTION C – PERFORMANCE WORK STATEMENT

Flexible Agile Development Services (FADS)

Not business as usual . . .

1. OVERVIEW

FADS will provide USCIS with a Flexible Agile Development capability to accomplish IT development projects across the agency. FADS contractors will supply Agile development teams to participate in IT development projects using Scrum and other Agile and Lean processes. They will be part of an ecosystem, participating with federal employees and other contractors in a team-based Scaled Agile approach to deliver mission value frequently, cost-effectively, responsively, and with high quality.

The Government will oversee the architecture and design of systems, the Agile methodologies to be used, product planning and the flow of requirements, and code integration and deployment; the FADS contractors will be responsible for developing high-quality IT systems to work within those architectures and processes to meet the business requirements.

USCIS is a leader in the federal government's movement to Agile and lean IT delivery approaches, and the FADS contractors will participate in blazing new trails and innovating new ways to deliver government IT services.

2. AGENCY MISSION AND GOALS

The Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS) oversees lawful immigration to the United States. USCIS secures America's promise as a nation of immigrants by providing accurate and useful information to our customers, granting immigration and citizenship benefits, promoting an awareness and understanding of citizenship, and ensuring the integrity of our immigration system.

USCIS has 18,000 government employees and contractors working at 250 offices worldwide. USCIS' strategic goals include:

- Strengthening the security and integrity of the immigration system.
- Providing effective customer-oriented immigration benefit and information services.
- Supporting immigrants' integration and participation in American civic culture.
- Promoting flexible and sound immigration policies and programs.
- Strengthening the infrastructure supporting the USCIS mission.
- Operating as a high-performance organization that promotes a highly talented workforce and a dynamic work culture.

3. BACKGROUND

USCIS currently relies largely on the movement of paper to deliver immigration benefits and services. USCIS has launched and is currently using the paperless Electronic Immigration System (ELIS) that will transform nearly all of the Agency's processes. ELIS will take the immigration benefit process from a paper-based to an electronic environment and enable the agency to better serve its customers through a process that is more customer-centric, transparent, efficient, and accessible. The new approach will give USCIS a more comprehensive view of the customer and any potentially fraudulent transactions; improve audit functionality and record management; improve resource management; and increase the sharing of information with partners both inside and outside of DHS.

While ELIS will provide the core benefit-processing capabilities for the agency, the agency's responsibilities are broad and the Office of Information Technology (OIT) supports and develops a wide range of systems that fulfill the agency's needs. The FADS contract will provide development services for ELIS and other agency systems.

The agency is currently moving towards a new standard enterprise architecture for new systems. The new architecture is more scalable, maintainable, and less complex than the current USCIS architectures. This new architecture employs open source frameworks and platform-agnostic software wherever possible, to make it easier to deploy solutions on standard DHS private cloud infrastructure. ELIS will be the first USCIS system to transition to this new architecture.

4. FADS VISION

FADS will provide high-productivity Flexible Agile Development Services to help move the agency toward its envisioned state of a technologically innovative, state-of-the-art, electronic and customer-centric architecture to support the agency's mission.

USCIS is a leader in the federal movement toward the adoption of Agile approaches and use of cloud services to support the IT development pipeline, and is a leader in the DHS movement toward open source frameworks for application development and production. FADS contractors will participate in a team-based Agile environment. They will work alongside other teams of government contractors and federal employees to accomplish projects as assigned by the agency. For some development efforts (notably ELIS), there will be a number of Agile teams from several contractors working in parallel in a collaborative environment. These development teams will be supplemented by separate contractor-supported teams responsible for Architecture and Design, Processes and Practices (methodology), Continuous Integration and Continuous Delivery, Testing, Quality Assurance and Training Development for fielded capability.

The FADS contractors will be expected to work with a technical architecture and design specified by the government, and to work within the Agile process and SELC frameworks defined by the government team. Individual development teams will include government employees functioning as Product Owners, Subject Matter Experts, and so on. Teams may also have participation from IV&V testers. FADS contractors are expected to work well in these team environments and demonstrate a highly collaborative and cooperative attitude.

5 SCOPE

USCIS will create and maintain system roadmaps, project plans, and product and release backlogs that will be the basis for the FADS contractors' work. The Product Owner will specify high-level requirements to the Agile teams. As in typical Scrum-based Agile processes, the USCIS Product Owners will work together with the FADS teams to develop and estimate user stories and establish acceptance criteria. These acceptance criteria will specify expected functionality for a user story, as well as any non-functional requirements that must be met in the development of the story. The USCIS Product Owners, supported by SMEs and business analysts will determine whether or not acceptance criteria have been satisfied. USCIS may adopt other Agile processes such as but not limited to Kanban and Lean, and the contractor will be expected to conform its processes to these approaches.

FADS contractors are expected to provide high-performing, skilled development teams. Critical elements will be:

- High productivity
- High quality work
- Collaboration and cooperation with other teams and participants
- Technical skills and expertise as necessary (see below)
- Estimation and planning skills
- Innovation and creativity in problem solving

As DHS requires Section 508- compliant user interfaces, the contractor shall accredit a member of the team as a DHS trusted Section 508 tester. The providers of FADS services shall adopt evolving USCIS design and coding standards in the course of their application development. The contractor shall provide technical methods, techniques, and concepts that are innovative, practical, cost-effective, and conducive to Agile application development. The contractor shall develop applications based on requirements that are evolving and emerge as the business climate shifts. It is expected that all code developed by the teams will be for new functionality. FADS teams will not be responsible for maintenance of existing USCIS systems. FADS developers will be required to develop high quality code and are responsible for any technical debt that is incurred as a result of their development activities. Technical debt may be incurred as a result of design and development decisions made by the team due to competing priorities that may potentially increase the complexity of the code base, necessitating refactoring at a later date. Incurring technical debt may not be avoidable; however it must be addressed and "paid down" in future development activities.

Services in support of FADS shall be provided by teams of experts with demonstrated experience with USCIS specified tools and technologies as described in section 5.1 *Technical Landscape*. Agile development work involves some degree of analysis, requirements collection, design, development, and test, in addition to the support functions of configuration management, planning, project management, and infrastructure. The specific tasks applicable under this task order are detailed in section 6 *TASKS*.

Delivery is expected to follow Agile industry best practices, to include: version control, automated builds, automated testing, and continuous integration. FADS contractors shall participate in the deployment pipeline, which in will be managed by different contractor and USCIS teams.

5.1 Technical Landscape

The contractor shall use USCIS/DHS development and test environments, including the Enterprise System Development Office (ESDO) Development Test as a Service (DTaaS)

The USCIS technical landscape is shifting from a proprietary COTS-based framework to open source. The current ELIS2 development architecture has demonstrated success with a stack of predominately open source development and test tools that are currently under consideration for standardization across development teams. The FADS contractor shall utilize such a standardized development and test suite, with the expectation that the development and test architecture will evolve.

The simplified architecture for ELIS and other future development efforts may be based on Java, Oracle, Spring, JPA/Hibernate, Adobe, MongoDB, Drools, etc.

The COTS and open source tools, languages, utilities, and applications currently used and under consideration for the standardized environment are identified in *Table 1: Current Development and Test Tool Suite*. FADS contractors will have the opportunity to influence the development and test tool suite if sufficient justification is presented. FADS contractors shall have expertise in the technologies used in the new ELIS architecture.

Name	Version	Manufacturer	Function
Activiti		Activiti.org	Workflow and Business Process Management (BPM) Platform
Adobe Livecycle		Adobe	Adobe Livecycle
Chef	0.1	Opscode	Open source software deployment
Eclipse	Indigo sr2	Eclipse	IDE for software development
Git	1.7.10	Apache	Distributed version control
Gradle	1.0rc3	Gradle.org	Open source build automation tool
Hibernate	4	JBoss	Open source object / relational mapping library for Java
Java	7.x	Oracle	Language for software development
JBoss Application Server	7.0.2	JBoss	Open source application server
JBoss Rules Engine	5	JBoss	Open source rules engine
Jenkins	1.4	Jenkins CI	Open source continuous integration server
Junit			Unit testing
Liquibase	2.0.5	Liquibase.org	Open source database source code control
Maven	3.0.4	Apache	Open source build repository

Name	Version	Manufacturer	Function
MongoDB		10gen, Inc	Open source document oriented database system
Nexus	2.1	Sonatype	Open source repository manager
Notepad++	6.1.3	Notepad++	Text editor for software development
Oracle Database	11gR2	Oracle	Commercial database
MuleSoft Studio	1.3.1x64	MuleSoft	Open source integration framework
Rally		Rally	COTS ALM tool
Selenium			Browser testing in Firefox
Spring Framework	3.1.0e3.8	SpringSource.org	Open source Java framework
Drools		Apache	Open source rules engine

Table 1: Current Development and Test Tool Suite

6 TASKS

The tasks identified in the following sections describe the work that will occur in order to accomplish the vision, as identified in section 4 *FADS VISION*. FADS contractor shall propose teams that are able to perform the tasks as described, while conforming with the expectations outlined above, and with expert level ability in the technologies stated in section 5.1 *Technical Landscape*.

6.1 Provide Agile Teams

- a) Contractor shall provide Agile teams for the purpose of responding to specific application development requirements USCIS identifies. The contractor's work shall conform to the architecture and design provided by the USCIS Architecture and Design team and the Agile processes set up by the USCIS Processes and Practices team.

6.2 Development

Agile software development is a group of software development methods based on iterative and incremental development, where requirements and solutions evolve through collaboration between self-organizing, cross-functional teams. It promotes adaptive planning, evolutionary development and delivery, a time-boxed iterative approach, and encourages rapid and flexible response to change. It is a conceptual framework that promotes foreseen interactions throughout the development cycle. The *Agile Manifesto* introduced the term in 2001.

- a) Contractor shall be responsible for development teams performing the full suite of development tasks using Agile methodologies, including, but not limited to: participating in creating user stories for both business functionality, technical requirements and defining acceptance criteria; estimating the size of stories; solution design; development; and testing.

- b) Contractors shall assist in the documentation of user stories, acceptance criteria and tasks to be completed to fulfill the definition of done for a story.
- c) Contractors shall develop code and other artifacts against the user stories documented in task 6.2.a or as assigned by the government.

6.3 Code Quality and Standards Compliance

- a) Contractor shall develop code that does not add new technical debt to a release; the contractor shall correct any defects identified by testers, code reviewers, automated tools, or as part of the CI/CD activities etc.
- b) Contractor's work shall conform to the architecture and standards provided by the government and the Agile processes set up by the USCIS Processes and Practices team. This will include providing input to any documentation required to maintain compliance with DHS and USCIS standards, as specified by USCIS.
- c) The contractor's code shall meet the functional and non-functional requirements, meet database development requirements, and be deployable and fully tested in preparation for USCIS OIT Independent Validation & Verification (IV&V) review.

6.4 Test and Integrate

- a) Contractor shall be responsible for creating test cases and automated test scripts to support test automation activities.
- b) Contractor shall collaborate with other teams to support continuous code integration
- c) Contractor shall share test scripts (manual and automated) as needed with other testing entities.
- d) Contractor shall assist with crafting validation steps (both positive and negative testing) for user acceptance testing on an as needed basis.
- e) Contractor shall support the activities of the Integration and Configuration team to ensure the automatic build and deployment process works effectively across all environments, including the contractor's dev/test enclave. Deployment and testing in the dev/test environment should mimic closely the actions performed for deployment and testing in staging and production.
- f) Contractor shall perform development testing before the commit stage in the CI pipeline

6.5 Quality Control

- a) Contractor shall create a Quality Management Plan.
- b) Contractor shall ensure development-related activities are in accordance with the contractor's Quality Management Plan.

6.6 Administrative Activities

- a) The contractor shall collaborate with stakeholders, support contractors, and third party vendors throughout system integration, performance, security, Section 508, system acceptance, user acceptance, usability, and test and evaluation reporting.

- b) The contractor shall manage all contractor resources and supervise all contractor staff in the performance of work on this task order. The contractor shall manage and coordinate its team(s) on a day-to-day basis and ensure plans are communicated to team members. Likewise, the contractor must ensure that the health and progress against those plans are adequately reported.
- c) The contractor shall organize, direct and coordinate planning and execution of all task order activities.
- d) Vehicles for transparency, such as the agency Agile Application Lifecycle Management (ALM) tool, shall be maintained with data so that reports and charts can be generated as needed, and so that user stories, defects, and tasks and their status are available to stakeholders. Task boards and Sharepoint sites, meetings, and demos can be used to share information and report progress.

7 KEY PERSONNEL

The contractor shall identify key personnel and provide statements of qualifications for these individuals. All key personnel shall be current full time employees, with the following exception. The contractor may fill one key position with a subcontractor based on qualifications outlined within this section, with prior Contracting Officer approval. Contingent hires will not be accepted as key personnel. The contractor shall identify key personnel who shall be the **management lead** and the **technical lead** for the task order as a whole. These individuals must have extensive expertise in the Agile development methodology and experience using many of the tools included in the Development/Test Tool Suite identified previously.

The management lead shall ensure that all work on this contract complies with contract terms and conditions and shall have access to contractor corporate senior leadership when necessary. The contractor's management lead shall be the primary interface with the USCIS Contracting Officer's Representative (COR) and Contracting Officer (CO) and shall attend status meetings and ad hoc meetings with stakeholders as required, accompanied by the technical lead when necessary.

8 TRANSITION SUPPORT

In accordance with Agile principles, knowledge acquisition is expected to occur within the sprints, and thus a formal transition in plan is not required. Upon notice to proceed, the Contractor transition in will begin with the first sprint.

At the completion of performance of this task order, the contractor shall fully support the transition of the contractor's work that is turned over to another entity, either government or a successor offeror(s). The contractor shall assist with transition planning and shall comply with transition milestones and schedules of events.

The contractor shall be responsible for the implementation of the transition and application cutover activities. The transition shall cause no disruption in development services. To ensure the necessary continuity of services and to maintain the current level of support, USCIS may retain services of the incumbent Contractor for some, or all of, the transition period, as may be required.

The contractor shall be responsible for the transition of all technical activities identified in this task order. As part of the transition, the contractor shall be responsible for:

- Inventory and orderly transfer of all GFP, to include hardware, software, and licenses, Contractor Acquired Government Property, and Government Furnished Information (GFI)
- Transfer of documentation currently in process
- Transfer of all software code in process
- Certification that all non-public DHS information has been purged from any contractor-owned system
- Exchange of accounts to access software and hosted infrastructure components
- Participate in knowledge transfer activities in accordance with the transition plan
- Provide members to and participate in transition management team

If the government provides a Transition Plan template, the contractor shall complete it as assigned, otherwise the contractor shall submit a Transition Plan at the direction of the government. The Transition Plan shall:

- Document the strategic approach
- Identify equipment, hardware, software, documents and other artifacts that are included in the transition
- Establish milestones and schedules
- Establish activities
- Identify transition risks and risk mitigation
- Define roles and responsibilities
- Define transition approval authorities and lines of communication
- Define a knowledge transfer approach
- Define a property inventory and transition approach
- Create bi-party or tri-party agreements
- Provide checklists

A Transition Plan shall be delivered 30 calendar days prior to the task order expiration date or, if directed by the government, 30 days prior to the end of each option period. The Transition Plan shall include support activities for all transition efforts for follow-on requirements to minimize disruption of services. The contractor shall account for a 10 business day Government review process prior to transition execution. The 10-day review and approval process is not included in the 30-day transition activities.

Transition support shall commence 15 business days prior to expiration of the Task Order. Upon award of a follow-on contract, the incumbent contractor will work with the new contractor to provide knowledge transfer and transition support, as required by the COR and PM.

9 DELIVERABLES

The primary deliverable of this task order is deployable application code. The contractor shall deliver this code (in conformance with procedures established by the Integration and Configuration team) throughout the period of performance for integration with an existing codebase in preparation for deployment.

The contractor shall submit electronic copies of document deliverables that are indicated in the table below to the CO and COR (and other cc's as may be specified by the CO and/or COR) via e-mail in the format specified. All document deliverables shall be made by close of business (COB) 4:30pm local time Monday through Friday, unless stated otherwise.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

9.1 Task Order Management Artifacts

The contractor shall provide standard and ad hoc reports that support task order management, as described below:

- Performance and Expenditure Report (PER)

The PER shall contain a narrative of the month's activities and resources expenditures:

- Performance Summary

The Performance Summary includes documenting any major risks and/or issues and any significant progress and events. Progress and events includes the delivery of documents, artifacts, and code. The summary should provide enough detail for the reader with some but not detailed familiarity with the task order to comprehend the value that the contractor is providing to the overall application development effort at USCIS.

Included with this summary shall be burn-down charts for those releases and iterations that ended within the month, and a snapshot of the burn-down chart for all releases and iterations in progress on the last day of the PER reporting period.

- Resource Expenditures

Resource expenditures track funds expended during the reporting period and their purpose in order to understand the burn rate and provide fiscal accountability to external stakeholders. Reporting of resource expenditures shall conform to the format provided in section *10.5 Payment of Invoices*.

- Status Briefings

As required by the COR, the contractor shall attend meetings with the COR and/or other USCIS stakeholders in order to review work accomplished, work in progress, plans for future work, transition plans and status, and issues pertinent to the performance of work tasks that require USCIS attention. The meetings may be scheduled regularly or may be ad hoc.

In the event the government requires additional information related to contract technical, cost, or schedule performance, risks, resources, or any contract-related data, the contractor

shall provide this report information in the format requested by the government. Requests for ad-hoc reporting may vary in scope and complexity and may require the contractor to attend OIT meetings to obtain required information, review and research applicable documentation, and extract applicable database information required to assemble the ad-hoc report.

9.2 Deliverables Schedule

The deliverables that apply to this task order, and that the contractor shall provide are outlined in *Table 2: Deliverables Schedule*.

Item	Frequency of Delivery	Acceptable Formats
In-process application code	Continuously, with each build	Application source code
Shippable application code	Continuously, with each commit	Application source code and compiled code
Quality Management Plan Updates	30 days After Receipt of Order (ARO) Updated annually	MS Word 2010
Agile development lifecycle documents, such as System Design Document (SDD), etc.	Each release	MS Word 2010
Status Briefings, such as presentations, database extractions, meeting reports, burndown charts, etc.	As directed	MS Word 2010, Excel, Visio, or PowerPoint
Program and Expenditure Report (PER)	10 th calendar day of each month	MS Word 2010, Excel
Transition Plan	As directed	MS Word 2010
Security Plan	30 days ARO	MS Word 2010
Test Scripts	Continuously, with each commit	Application source code, MS Word 2010

Table 2: Deliverables Schedule

9.3 Inspection and Acceptance

Various government stakeholders will inspect contractor services and deliverables. The CO will provide official notification of rejection of deliverables. Inspection and acceptance of deliverables will use the following procedures:

- The government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) business days of receipt of task order deliverables.

- If government acceptance, comments, and/or change requests are not provided to the contractor within 15 business days after delivery of a deliverable, the contractor shall assume government acceptance.
- Upon receipt of the government comments, the contractor shall, within three (3) business days, rectify the situation and re-submit the contract deliverable(s).

10 TASK ORDER ADMINISTRATION DATA

10.1 Place of Performance

The principal place of performance in the base period shall be at the Government-provided work site. The place of performance for optional CLINs X001, X002 and X003AA-AI will be at the Government-provided work site while the place of performance for optional CLINs X003AJ-AS, if exercised, will be at the Contractor-provided work site. The contractor facility shall be in close proximity to the USCIS facility at 111 Massachusetts Ave NW, Washington D.C., not to exceed a distance of 15 miles. Meetings will usually take place at USCIS offices in the Washington, D.C. Metropolitan Area, including, but not limited to 20 Massachusetts Avenue, N.W., and 111 Massachusetts Avenue, N.W., Washington DC. Meetings may also occur at the contractor's work site, especially when close collaboration between stakeholders and the development team is needed. The Contractor shall provide workspace, such as a team room, to accommodate up to five Government representatives per contract. Further, the contractor should provide workspace to accommodate one USCIS IV&V/TICS tester contractor per development team. The contractor shall provide meeting space for periodic hosting of meetings with both USCIS federal and contractor personnel.

Because significant collaboration amongst Federal and multiple-vendor teams is required telecommuting is generally discouraged. However, in extenuating circumstances, such as inclement weather, when the Office of Personnel Management (OPM) changes the federal Operating Status in the National Capital Region contractors are permitted to allow their employees to telework based on the contractor's telework guidance. Notice shall be given to the COR.

10.2 Hours of Operation

Normal duty hours for the Government are from 8am to 5pm, Monday through Friday. At times, based on the needs of the mission, the Government will require service outside of the normal duty hours and upon COR direction, and given an advanced notice if possible, the contractor shall work weekends and Government holidays. USCIS Government employees must be present during such instances. The contractor shall be available during this time period. The contractor shall manage the hours in which staff operates so that service is provided when required within a level of effort (LOE) specified in Attachment 1.

10.3 Government Furnished property (GFP)

Only GFP laptops and Virtual Private Network (VPN) tokens will be issued and used in performing work on this contract. No personal or company owned storage devices, (thumb drives, DVDs, or CDs) will be used with the GFP. A webinar account, such as AT&T Connect, will be provided to the contractor to facilitate virtual demos and other meetings with stakeholders at various physical locations. Blackberry devices may be provided as identified by the COR or Government Program Manager.

10.4 Travel

Travel within the local commuting area will not be reimbursed. For the purpose of this Task Order the local commuting area is defined as a fifty (50) mile radius from USCIS offices located at 111 Massachusetts Ave NW, Washington D.C. Home to work travel is not reimbursable.

10.5 Payment of Invoices

a) In accordance with FAR Part 32.905, all invoices submitted to USCIS for payment shall include the following:

- (1) Name and address of the contractor.
- (2) Invoice date and invoice number.
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, period of performance, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms.
- (6) Name and address of contractor official to whom payment is to be sent.
- (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (8) Taxpayer Identification Number (TIN).

b) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.

c) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to USCISInvoice.Consolidation@ice.dhs.gov with each email conforming to a size limit of 500 KB.

d) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation
PO Box 1000
Williston, VT 05495

An invoice is a "proper invoice" as defined under FAR Clause 52.232-25. Payment will be based on receipt of a proper invoice and satisfactory performance. Invoices shall be for approved expenses, such as travel, and services incurred against the work performed during the previous month's period of performance which shall begin on the first of the month and end on the last day of the month.

Invoices shall be received by the tenth calendar day of each month and include billable items for the previous month's period of performance. The contractor shall include with the invoice all supporting documents (e.g., travel reports/receipts) and the associated PER.

The contractor shall also report, in writing, to the CO and the COR, when 75% of the dollar value of the contract has been billed to the Government.

The invoice shall include backup documentation in a format supplied by the Government. The Resource Expenditure Report and its associated Resource Expenditure Format constitute the invoice backup data that the Government requires. The invoice's Resource Expenditure Report shall follow the format provided in *Figure 1: Resource Expenditure Report*. The contractor shall provide this in MS Excel format. A description of the data items in the report are provided in *Table 3: Resource Expenditure Format*. The report data shall represent the labor resources billed in the invoice. In other words, the amount billed shall be consistent with the resource expenditures documented for that reporting period. The Resource Expenditure Report reporting period shall be consistent with the invoice's.

Item No.	Item	Description
1	Contractor	Enter the contractor name in (a) and the contractor facility address and mailing location in (b)
2	Contract	Enter the contract name in (a), the contract number in (b), and the contract type, such as T&M (c)
3	Contract Period	Enter the contract period of performance start and end dates
4	Reporting Period	Enter the start and end dates for the period covering the report
5a	Negotiated Cost	The dollar value (excluding fee or profit) on which the contractual agreement has been reached as of the cutoff date of the report. Amounts for changes shall not be included in this item until they have been priced and incorporated in the contract through contract change order or supplemental agreement.
5b	Estimated Cost of Authorized Unpriced Work	The amount (excluding fee or profit) estimated for that work for which written authorization has been received, but for which definitized contract prices have not been incorporated in the contract through contract change order or supplemental agreement.
5c	Estimated Price	Based on the most likely estimate of cost at completion for all authorized contract work and the appropriate profit/fee, incentive, and cost sharing provisions. Enter the estimated final contract price (total estimated cost to the Government). This number shall be based on the most likely management estimate at complete and normally will change whenever the management estimate or the contract is revised.
5d	Contract Ceiling	Contract ceiling price applicable to the definitized effort.
5e	Estimated Contract Ceiling	The estimated ceiling price applicable to all authorized contract effort including both definitized and undefinitized effort.
5f	Contract Budget Base	Enter the total of negotiated cost (5.a) and estimated cost of authorized, unpriced work (5.b).
6	Authorized Contractor Representative	Enter the name of the authorized person (program manager or designee) signing the report in (a), enter that person's title in (b), and enter the date signed in (d). The authorized person shall sign in (c). Electronic signatures are encouraged.
7(1)	Item	Create rows and sub-rows of data that represent the following items in nested order: Application - The name of each of the applications the contractor supports, such as "ELIS". All data in this row will be a roll-up of all

		<p>costs associated with this application.</p> <p>Release - The nomenclature of each of the releases the contractor supports that is associated with the named application, such as "A2.1". All data in this row will be a roll-up of all costs associated with this release.</p> <p>Iteration - The nomenclature that identifies each of the iterations the contractor is supporting as part of the named release, such as "Sprint 4", "Sprint 5", etc. All data in these rows will be a roll-up of all costs associated with the named iteration.</p> <p>Individual - The names of all of the individuals who charged or planning to charge to the contract during the named sprint, followed by their labor category, such as "Sean O'Rally /Functional Analyst". All data in these rows will be itemized costs associated with the named resources for the given iteration. Resources may be placed in planning packages for future releases and iterations that have yet to be identified during the contract period of performance.</p>
7(2)	Current Period Budget Cost	For the reporting time period, indicate the cost of planned resources based on the release and iteration planning closest to the start of the period of performance.
7(3)	Current Period Actual Cost	For the reporting time period, indicate the actual costs of all resources used.
7(4)	Current Period Variance	For the reporting time period, indicate the difference between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
7(5)	Cumulative Budget Cost	For the contract time period, indicate the cumulative cost of planned resources from the start of the contract to the end of the reporting period.
7(6)	Cumulative Actual Cost	For the contract time period, indicate the cumulative actual costs of all resources used.
7(7)	Cumulative Variance	For the contract time period, indicate the cumulative differences between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
8(8)	Contract at Completion Budgeted	Enter the budgeted cost at completion for the items listed in Column (1). This entry shall consist of the sum of the original budgets.
7(9)	Contract at Completion Estimated	Enter the latest revised estimate of cost at completion including estimated overrun/underrun for all authorized work.
7(10)	Contract at Completion Variance	Enter the difference between the Budgeted - At Completion in Column (8) and the Estimated - At Completion in Column (9).
7(11)	Month x Budget Cost	The data in Column (11) is maintained for each month during the contract period of performance. For the month represented, indicate the cost of planned resources.
7(12)	Month x Actual Cost	The data in Column (12) is maintained for each month during the contract period of performance. For the month represented, indicate the actual costs of all resources used.
7(13)	Month x Variance	The data in Column (13) is maintained for each month during the contract period of performance. For the month represented, indicate the

		difference between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
7(14)	Fiscal Year and Quarter Budgeted Cost	For the government fiscal year (Oct 1 to Sept 30) and for each of the 4 quarters in the fiscal year, indicate the cumulative cost of planned resources. This will be cumulative costs of the relevant monthly costs (Column 14) in the fiscal year and the fiscal quarters that fall within the contract period of performance. If the contract period of performance ends prior to the conclusion of a fiscal year (Sept. 30), then the contractor shall estimate all of the available months within the fiscal year, recognizing that no work is scheduled to be performed during some of those months.
7(15)	Fiscal Year and Quarter Actual Cost	For the fiscal year and for each of the 4 quarters in the fiscal year, indicate the cumulative actual cost of resources. This will be cumulative costs of the relevant monthly costs (Column 15) in the fiscal year and the fiscal quarters that fall within the contract period of performance. If the contract period of performance ends prior to the conclusion of a fiscal year (Sept. 30), then the contractor shall estimate all of the available months within the fiscal year, recognizing that no work is scheduled to be performed during some of those months.
7.a	General & Administrative	Enter the appropriate General and Administrative (G&A) costs. If G&A costs have not been included in the (Column (1)) costs, G&A shall be shown as an add entry in (Column (1)). If G&A costs have been included in the Column (1) costs, G&A shall be shown as a non-add entry here with an appropriate notation to that effect. For contracts that require CCDRs, contractors may also have to submit separate costs without G&A for the Column (1) elements on an exception basis if the Government specifies such a requirement in the CDRL. If a G&A classification is not used, no entry shall be made other than an appropriate notation to that effect.
7.b	Total	Enter the sum of the budgeted cost, actual costs, variances, and estimated costs and G&A.

Table 3: Resource Expenditure Format

RESOURCE EXPENDITURE REPORT									
DOLLARS IN _____									
1. CONTRACTOR		2. CONTRACT		3. CONTRACT PERIOD			6. CONTRACT COST DATA		
a. NAME	a. NAME	(YYYYMMDD)			a. NEGOTIATED COST				
b. LOCATION (Address and ZIP Code)	b. NUMBER	a. FROM			b. EST COST OF AUTHORIZED UNPRICED WORK				
		b. TO							
	c. TYPE	a. FROM			c. ESTIMATED PRICE				
		b. TO							
5. AUTHORIZED CONTRACTOR REPRESENTATIVE							d. CONTRACT CEILING		
a. NAME (Last, First, Middle Initial)		b. TITLE						e. ESTIMATED CONTRACT CEILING	
c. SIGNATURE		d. DATE (YYYYMMDD)						f. CONTRACT BUDGET BASE	
7. PERFORMANCE DATA									
ITEM	CURRENT PERIOD			CUMULATIVE TO DATE			CONTRACT AT COMPLETION		
	BUDGETED COST	ACTUAL COST	VARIANCE	BUDGETED COST	ACTUAL COST	VARIANCE	BUDGETED	ESTIMATED	VARIANCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
ELIS (example)	28								
Release 3C	12								
Sprint 0	2								
Sprint 1	2								
Sprint 2	4								
Sprint 3	4								
Sean O'Rally/Functional Analyst	1								
Martin Mull/Sr. Developer	1								
Lola Canola/S/W Tester	1								
Paula Camino/Config Manager	1								
Release 3D	16								
Sprint 0	2								
Sprint 1	2								
Sprint 2	4								
Sprint 3	4								
Sprint 4	4								
a. GENERAL AND ADMINSTRATIVE									
b. TOTAL									

11 Performance Criteria

FADS contractor teams will be evaluated every 4 weeks and the evaluation will be discussed with the contractor. The purpose of the scorecard and discussions is to enhance performance. In addition, in the aggregate, the scorecards and discussions will be used partially as a basis for past performance reporting. It is anticipated that FADS contractors will be evaluated along the following dimensions:

- **Code Quality and Standards Adherence.** Contractor code will be evaluated by Government teams and IV&V providers. Code will be evaluated against standards published by USCIS including design standards and architecture. Automated code review tools will also be used to validate code quality.
- **Business Satisfaction.** Each feature completed by a contractor team will be evaluated by the Government Product Owner for that team, and possibly by SMEs assigned to the team. At each iteration review, the functionality will be evaluated by a wider audience of Government employees.
- **Test Quality and Test Coverage.** Because automated tests are a key component of this process, test scripts will be treated as deliverables under FADS. These test scripts will be assessed for their quality and for the extent to which they test the appropriate functions. This evaluation will be performed by the IV&V test team or Government employees.
- **Collaboration.** FADS contractors will operate within an ecosystem of federal and contractor staff, with multiple contractor teams working in parallel and with constant interaction with USCIS employees. The contractor will be graded based on their willingness, effort, and ability to work collaboratively.
- **Productivity.** Team velocity and story point completion provides a relative measure of productivity. A team's velocity is the rate at which the team is completing user stories and delivering them to the product owner. A team's velocity is measured by the sum of story points for each story completed during a sprint. Although measures such as velocity and story point completion cannot be used directly in an Agile process to measure performance, the Government will be able to compare across teams and also to note any unproductive behavior.
- **Innovation.** Agile development is accomplished by self-organizing teams who innovate in order to find ways to accomplish the work assigned. Contractors will be permitted to submit examples of any innovative approaches they introduce, and the Government will evaluate the contractors on their contributions (whether self-reported or not).
- **Process and Continuous Improvement.** FADS contractor teams will be assessed on the processes they implement, their conformance to USCIS processes, their contribution to SELC and other required frameworks, and their use of retrospectives to continuously improve these processes.

These criteria will be used in a Balanced Scorecard type approach. After every 2 iterations (every 4 weeks), the Government will assess the performance of each team from each contractor using a scorecard approach (grades A-F for each category and overall). The relative weights of these categories will be adjusted by the Government based on its experiences, and will be communicated to the contractors before the start of each release cycle. The Contracting Officer and Contractor

will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade.

12 ACCESSIBILITY REQUIREMENTS (SECTION 508)

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 (EIT), 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 EIT accessibility standards have been identified:

12.1 Section 508 Applicable EIT Accessibility Standards

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 1194.24 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.

12.2 Section 508 Applicable Exceptions

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 1194.3(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.

12.3 Section 508 Compliance Requirements

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 authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

13 DHS ENTERPRISE ARCHITECTURE COMPLIANCE

“All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Government intends to:

- a) All developed solutions and requirements shall be compliant with the HLS EA.
- b) All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- c) Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- d) Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.

- e) Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program. ”

14 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

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 applies to all or any part of the contract that includes IT resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency’s mission.

The 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.

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.

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; and the DHS Management Directive 4300 IT Systems Security Pub Volume 1 Part A; and DHS Management Directive 11042 Safeguarding Sensitive but Unclassified (For Official Use Only) Information.

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.

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. Contractor shall support USCIS reviews to ensure that the security requirements in the contract are implemented and enforced.

Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 9.1, July 17, 2012) 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.

15 PERSONNEL SECURITY FOR SENSITIVE REQUIREMENTS

15.1 General

U.S. Citizenship & Immigration Service (USCIS) has determined that performance of this contract requires the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified (SBU) information. SBU is unclassified information for official use only. Contractor employees that do not have a security clearance and require access to SBU information will be given a suitability determination. Requirements for suitability determination are defined in paragraph 3.0.

15.2 Contractor Personnel

15.2.1 Employment Eligibility

The Contractor will ensure that each employee and potential employee provide his/her name and social security number (not card) so that the government may verify the validity of the number. If the number is not valid that employee will not be allowed to work on the Contract until the problem is resolved.

The Contractor shall be responsible to the Government for acts and omissions of his employees as well as Subcontractor(s) and their employees.

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

15.2.2 Continued Eligibility

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Officer's Representative (COR) will advise the Contractor that the employee shall not continue to work or be assigned to work under the contract.

USCIS reserves the right to deny and/or restrict entrance to government facilities, prohibit employees from assigned work under the contract, deny and/or restrict handling of classified documents/material to any Contractor employee who USCIS determines to present a risk of compromising sensitive Government information.

The Contractor shall report to the USCIS Office of Security & Integrity (OSI) any and all adverse information brought to their attention concerning employees performing under this contract. Reports based on rumor or innuendo shall not be included. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

15.2.3 Termination

The USCIS COR and OSI shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the COR all USCIS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

15.2.4 Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with OSI through the COR on all security matters, to include physical, personnel, and protection of all sensitive documents/material handled by the Contractor.

The COR and OSI will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with the security requirements under this contract. Should the COR or USCIS OSI determine the Contractor is not in compliance with the security requirements of the contract, the Contracting Officer will notify the Contractor, in writing, of the appropriate action that will be taken to rectify any non-compliance to the contract security requirements.

15.3 SUITABILITY DETERMINATION

USCIS shall exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to or handling of both classified and sensitive Government information to Contractor employees based upon the results of a background investigation. USCIS may, as it deems appropriate, authorize and grant 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 OSI.

15.4 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive 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 COR no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a) Standard Form 85P, "Questionnaire for Public Trust Positions"
- b) FD Form 258, "Fingerprint Card" (2 copies)

- c) DHS Form 11000-6, "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d) DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- e) Position Designation Determination for Contract Personnel Form
- f) 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.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, 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 Information Technology (IT) systems. 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. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

15.5 Information technology Security clearance

When sensitive government information is processed on USCIS telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and 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 USICS security policy are subject to having their access to USCIS IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

15.6 Information technology Security Training and Oversight

All Contractors working on behalf of USCIS and accessing automated systems or processing USCIS sensitive data will receive periodic training at least annually in security awareness, accepted security practices and systems Rules of Behavior (ROB). All contractors are required to receive initial OIT Computer Security Awareness Training (CSAT); annual and refresher security training thereafter, in security awareness and any other accepted security practices of the agency.

USCIS 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 as is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All contractors will be required within twenty-four (24) hours of being granted a user account to take the CSAT. If a contractor fails to meet this training requirement, user access will be suspended. All contractors' personnel must complete the OIT's mandatory annual refresher CSAT (i.e.—every 365 days after the initial completion of CSAT). All contractors will be required to sign the system USCIS ROB prior to gaining access to any USCIS information system (e.g.—the USCIS wide area network/local area network or e-mail).

All contract personnel who access USCIS information systems will be continually evaluated while performing these duties. The Contractor Supervisor 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 USCIS Security Office or OSI.

15.7 References

15.7.1 USCIS Office of Security & Integrity (OSI)

USCIS OSI
Personnel & Industrial Security
Attn: Karen McGuire
70 Kimball Avenue
South Burlington, VT 05403
Telephone: (802) 872-4134

16 CAPITALIZED PROPERTY, PLANT & EQUIPMENT (PP&E) ASSETS INTERNAL USE SOFTWARE (IUS)

16.1 Background

The United States Citizenship and Immigration Services Management Directive No. 128-001, USCIS/Office of Information Technology has an ongoing requirement to report Internal Use Software (IUS) costs for the programs under their purview and assignment. This report is a monthly mandatory requirement, and must include all software releases with a cumulative cost of \$500K or greater; bulk purchases of \$1 Million, and a useful life of 2 years or more.

16.2 Requirement

Reporting: All applicable charges for application releases and/or development charges are tracked and reported; documented by each applicable release so that an OIT determination can be made if the asset meets IUS criteria. USCIS has determined that the best method for identifying IUS candidates is through monthly collection of contractor cost data for all releases in development, and will capitalize the cost of an IUS project if it is classified as a G-PP&E asset and meets the required criteria.

Definition: IUS is software that is purchased from commercial off-the-shelf (COTS) vendors or ready to use with little or no changes. Internal developed software is developed by employees of USCIS, including new software and existing or purchased software that is modified with or without a contractor's assistance. Contractor-developed software is used to design, program, install, and implement, including new software and the modification of existing or purchased software and related systems, solely to meet the entity's internal or operational needs.

Invoicing and Reporting: The contractor shall identify, capture, log, track and report the costs of IUS associated with each specific release. IUS Software is typically release centric and includes the application and operating system programs, procedures, rules, and any associated documentation pertaining to the operation of a computer system or program.

The contractor shall, after OIT's determination on whether or not the release meets the capitalization criteria, support OIT's reporting of costs incurred for the project or release, as required. The contractor shall provide the nature and cost of work completed within the relevant period. Costs considered part of IUS activities include systems administration, systems engineering, and program management. The Contractor shall provide the total cost, itemized by release and include the total sum of all applicable IUS activities. At the contractor's discretion, this information may be submitted, either as an attachment or as an itemized line item within the monthly invoices, as outlined in *Table 3: Resource Expenditure Format* and *Figure 1: Resource Expenditure Format*. For information purposes, the following activities within the development lifecycle have been identified as IUS reportable costs by the USCIS Management Directive No. 128-001:

- a) **Design: System Design:** Design System, Update System Test Plan, Update Security Test Plan, Update Project Plan, Update Business Case, Conduct Critical Design Review and Issue Memo.
- b) **Programming/Construction:** Establish Development Environment, Create or Modify Programs, Conduct Unit & Integration Testing, Develop Operator's Manual, Update Project Plan, Update Business Case, Migration Turnover/Test Readiness Review, Prepare Turnover Package, Develop Test Plans, Migration Turnover/Issue Test Readiness Memo
- c) **Testing**
 - i. **Acceptance Testing:** Develop Security Test Report, Issue Security Certification, Develop System Documentation, Conduct User Acceptance Testing, Update Project Plan, Update Business Case, Conduct Production Readiness Review, Develop Implementation Plan, Issue Production Readiness Review Memo.
 - ii. **Coding**
 - iii. **Installation to hardware**
 - iv. **Testing, including parallel processing phase**
- d) **Implementation Activities: Implementation/Transition:** Security Accreditation (initial system accreditation only), Issue Implementation Notice, Parallel Operations, Update Project Plans, Update Business Case, Conduct Operational Readiness Review, Issue Operational Readiness Memo.
- e) In addition, these cost shall contain, if not already itemized in the attachment (PER) or the invoice, the following additional costs information: Full cost (i.e., direct and indirect costs) relating to software development phase; Travel expenses by employees/contractor directly associated with developing software; Documentation Manuals; COTS purchases.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 03/25/2015	4. REQUISITION/PURCHASE REQ. NO. TFM-15-0016 & TFM-15-0021	5. PROJECT NO. (If applicable)
6. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DV UNITED LLC 7343 WAVERLY DRIVE WARRENTON VA 20186		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5572584360000	FACILITY CODE	(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200193W HSSCCG-14-F-00294	10B. DATED (SEE ITEM 13) 06/27/2014

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) Net Increase: (b)(4)

ITFADSO OIT EX 20-05-00-000 20-00-0000-00-00-00-00 GE-25-86-00 000000

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

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.)

DUNS Number: 557258436+0000

The purpose of this modification is to exercise Option Period 1, period of performance 03/25/2015 - 09/24/2015, and to add 2 Agile Development Teams, CLIN 1003AB and CLIN 1003AC. Attachment 1 with Level of Effort (LOE) for Option 1 is included with this modification.

As a result of the line items added below this task order's obligation is hereby increased by from to

In addition, Stuart Sellars is the newly appointed Contract Specialist for this task order.

Continued ... (b)(4) (b)(6)

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Donata Sikon-Amato
15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
3/21/2015	<u>Donata Sikon-Amato</u> <small>(Signature of Contracting Officer)</small>
	16C. DATE SIGNED
	3/23/15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200193W/HSSCCG-14-F-00294/P00006

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remain unchanged.</p> <p>USCIS COR Sheila Murali Telephone 202-272-0930 Email Sheila.M.Murali@uscis.dhs.gov</p> <p>USCIS Contracting Specialist Stuart Sellears Telephone 802-872-4165 Email Stuart.Sellears@uscis.dhs.gov</p> <p>USCIS Contracting Officer Donata A. Sikon-Amato Telephone 802-872-4523 Email Donata.A.Sikon-Amato@uscis.dhs.gov</p> <p>AAP Number: 201205005 DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 09/25/2014 to 09/24/2016</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p>				(b)(4)
1001	<p>Project Management</p> <p>Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee = [redacted]</p> <p>Contractor to provide Level of Effort (LOE) specified in Attachment 1</p> <p>Change Item 1002 to read as follows (amount shown is the obligated amount):</p>				[redacted]
1002	<p>Agile Development Team</p> <p>Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee [redacted]</p> <p>Contractor to provide Level of Effort (LOE) specified in Attachment 1</p> <p>Change Item 1003AA to read as follows (amount Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	shown is the obligated amount):				(b)(4)
1003AA	Agile Development Team Estimated Cost [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Change Item 1003AB to read as follows(amount shown is the obligated amount):				
1003AB	Agile Development Team Estimated Cost = [redacted] Fixed Fee [redacted] Estimated Cost + Fixed Fee [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Change Item 1003AC to read as follows(amount shown is the obligated amount):				
1003AC	Agile Development Team Estimated Cost = [redacted] Fixed Fee = [redacted] Estimated Cost + Fixed Fee = [redacted] Contractor to provide Level of Effort (LOE) specified in Attachment 1 Change Item 1004 to read as follows(amount shown is the obligated amount):				
1004	NITAAC Contract Access Fee [redacted] of dollar amount obligated in CLINs (1001-1003AS)				

--

Option Period 1:

CLIN 1001

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1002

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AA

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AB

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

--

CLIN 1003AC

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AD

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AE

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

CLIN 1003AF

Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 34
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 05/07/2015	4. REQUISITION/PURCHASE REQ. NO. TFM 150032	5. PROJECT NO. (If applicable)
6. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DV UNITED LLC 7343 WAVERLY DRIVE WARRENTON VA 20186		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5572584360000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200193W HSSCCG-14-F-00294	10B. DATED (SEE ITEM 13) 06/27/2014

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 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) Net Increase: (b)(4)
 ITFADSO OIT EX 20-05-00-000 20-00-0000-00-00-00-00 GE-25-86-00 000000

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: FAR 52.234-2 Alt I: Changes-Cost Reimbursement
	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.)
 DUNS Number: 557258436+0000
 The purpose of this modification is to update sections 10.5 Payment of Invoices and 15 Personnel Security for Sensitive Requirements of the Performance Work Statement and add Supplemental CLIN 1006 and optional CLIN 2006 and 3006.

As a result of the line items added below, this task order's obligation is hereby increased by from TO

All other terms and conditions remain unchanged.
 (b)(4) (b)(6)

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donata Sikon-Amato
15C. DATE SIGNED 5/11/2015	16B. UNITED STATES OF AMERICA <i>Donata Sikon-Amato</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 5/11/15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HHSN316201200193W/HSSCCG-14-F-00294/P00007

PAGE OF

3 34

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Fee: \$0.00 Amount: [redacted] (Option Line Item) USCIS COR Sheila Murali Telephone 202-272-0930 Email Sheila.M.Murali@uscis.dhs.gov USCIS Contracting Specialist Stuart Sellears Telephone 802-872-4165 Email Stuart.Sellears@uscis.dhs.gov USCIS Contracting Officer Donata A. Sikon-Amato Telephone 802-872-4523 Email Donata.A.Sikon-Amato@uscis.dhs.gov				

SECTION C – PERFORMANCE WORK STATEMENT

Flexible Agile Development Services (FADS)

Not business as usual . . .

1. OVERVIEW

FADS will provide USCIS with a Flexible Agile Development capability to accomplish IT development projects across the agency. FADS contractors will supply Agile development teams to participate in IT development projects using Scrum and other Agile and Lean processes. They will be part of an ecosystem, participating with federal employees and other contractors in a team-based Scaled Agile approach to deliver mission value frequently, cost-effectively, responsively, and with high quality.

The Government will oversee the architecture and design of systems, the Agile methodologies to be used, product planning and the flow of requirements, and code integration and deployment; the FADS contractors will be responsible for developing high-quality IT systems to work within those architectures and processes to meet the business requirements.

USCIS is a leader in the federal government's movement to Agile and lean IT delivery approaches, and the FADS contractors will participate in blazing new trails and innovating new ways to deliver government IT services.

2. AGENCY MISSION AND GOALS

The Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS) oversees lawful immigration to the United States. USCIS secures America's promise as a nation of immigrants by providing accurate and useful information to our customers, granting immigration and citizenship benefits, promoting an awareness and understanding of citizenship, and ensuring the integrity of our immigration system.

USCIS has 18,000 government employees and contractors working at 250 offices worldwide. USCIS' strategic goals include:

- Strengthening the security and integrity of the immigration system.
- Providing effective customer-oriented immigration benefit and information services.
- Supporting immigrants' integration and participation in American civic culture.
- Promoting flexible and sound immigration policies and programs.
- Strengthening the infrastructure supporting the USCIS mission.
- Operating as a high-performance organization that promotes a highly talented workforce and a dynamic work culture.

3. BACKGROUND

USCIS currently relies largely on the movement of paper to deliver immigration benefits and services. USCIS has launched and is currently using the paperless Electronic Immigration System (ELIS) that will transform nearly all of the Agency's processes. ELIS will take the immigration benefit process from a paper-based to an electronic environment and enable the agency to better serve its customers through a process that is more customer-centric, transparent, efficient, and accessible. The new approach will give USCIS a more comprehensive view of the customer and any potentially fraudulent transactions; improve audit functionality and record management; improve resource management; and increase the sharing of information with partners both inside and outside of DHS.

While ELIS will provide the core benefit-processing capabilities for the agency, the agency's responsibilities are broad and the Office of Information Technology (OIT) supports and develops a wide range of systems that fulfill the agency's needs. The FADS contract will provide development services for ELIS and other agency systems.

The agency is currently moving towards a new standard enterprise architecture for new systems. The new architecture is more scalable, maintainable, and less complex than the current USCIS architectures. This new architecture employs open source frameworks and platform-agnostic software wherever possible, to make it easier to deploy solutions on standard DHS private cloud infrastructure. ELIS will be the first USCIS system to transition to this new architecture.

4. FADS VISION

FADS will provide high-productivity Flexible Agile Development Services to help move the agency toward its envisioned state of a technologically innovative, state-of-the-art, electronic and customer-centric architecture to support the agency's mission.

USCIS is a leader in the federal movement toward the adoption of Agile approaches and use of cloud services to support the IT development pipeline, and is a leader in the DHS movement toward open source frameworks for application development and production. FADS contractors will participate in a team-based Agile environment. They will work alongside other teams of government contractors and federal employees to accomplish projects as assigned by the agency. For some development efforts (notably ELIS), there will be a number of Agile teams from several contractors working in parallel in a collaborative environment. These development teams will be supplemented by separate contractor-supported teams responsible for Architecture and Design, Processes and Practices (methodology), Continuous Integration and Continuous Delivery, Testing, Quality Assurance and Training Development for fielded capability.

The FADS contractors will be expected to work with a technical architecture and design specified by the government, and to work within the Agile process and SELC frameworks defined by the government team. Individual development teams will include government employees functioning as Product Owners, Subject Matter Experts, and so on. Teams may also have participation from IV&V testers. FADS contractors are expected to work well in these team environments and demonstrate a highly collaborative and cooperative attitude.

5 SCOPE

USCIS will create and maintain system roadmaps, project plans, and product and release backlogs that will be the basis for the FADS contractors' work. The Product Owner will specify high-level requirements to the Agile teams. As in typical Scrum-based Agile processes, the USCIS Product Owners will work together with the FADS teams to develop and estimate user stories and establish acceptance criteria. These acceptance criteria will specify expected functionality for a user story, as well as any non-functional requirements that must be met in the development of the story. The USCIS Product Owners, supported by SMEs and business analysts will determine whether or not acceptance criteria have been satisfied. USCIS may adopt other Agile processes such as but not limited to Kanban and Lean, and the contractor will be expected to conform its processes to these approaches.

FADS contractors are expected to provide high-performing, skilled development teams. Critical elements will be:

- High productivity
- High quality work
- Collaboration and cooperation with other teams and participants
- Technical skills and expertise as necessary (see below)
- Estimation and planning skills
- Innovation and creativity in problem solving

As DHS requires Section 508- compliant user interfaces, the contractor shall accredit a member of the team as a DHS trusted Section 508 tester. The providers of FADS services shall adopt evolving USCIS design and coding standards in the course of their application development. The contractor shall provide technical methods, techniques, and concepts that are innovative, practical, cost-effective, and conducive to Agile application development. The contractor shall develop applications based on requirements that are evolving and emerge as the business climate shifts. It is expected that all code developed by the teams will be for new functionality. FADS teams will not be responsible for maintenance of existing USCIS systems. FADS developers will be required to develop high quality code and are responsible for any technical debt that is incurred as a result of their development activities. Technical debt may be incurred as a result of design and development decisions made by the team due to competing priorities that may potentially increase the complexity of the code base, necessitating refactoring at a later date. Incurring technical debt may not be avoidable; however it must be addressed and "paid down" in future development activities.

Services in support of FADS shall be provided by teams of experts with demonstrated experience with USCIS specified tools and technologies as described in section 5.1 *Technical Landscape*. Agile development work involves some degree of analysis, requirements collection, design, development, and test, in addition to the support functions of configuration management, planning, project management, and infrastructure. The specific tasks applicable under this task order are detailed in section 6 *TASKS*.

Delivery is expected to follow Agile industry best practices, to include: version control, automated builds, automated testing, and continuous integration. FADS contractors shall participate in the deployment pipeline, which in will be managed by different contractor and USCIS teams.

5.1 Technical Landscape

The contractor shall use USCIS/DHS development and test environments, including the Enterprise System Development Office (ESDO) Development Test as a Service (DTaaS)

The USCIS technical landscape is shifting from a proprietary COTS-based framework to open source. The current ELIS2 development architecture has demonstrated success with a stack of predominately open source development and test tools that are currently under consideration for standardization across development teams. The FADS contractor shall utilize such a standardized development and test suite, with the expectation that the development and test architecture will evolve.

The simplified architecture for ELIS and other future development efforts may be based on Java, Oracle, Spring, JPA/Hibernate, Adobe, MongoDB, Drools, etc.

The COTS and open source tools, languages, utilities, and applications currently used and under consideration for the standardized environment are identified in *Table 1: Current Development and Test Tool Suite*. FADS contractors will have the opportunity to influence the development and test tool suite if sufficient justification is presented. FADS contractors shall have expertise in the technologies used in the new ELIS architecture.

Name	Version	Manufacturer	Function
Activiti		Activiti.org	Workflow and Business Process Management (BPM) Platform
Adobe Livecycle		Adobe	Adobe Livecycle
Chef	0.1	Opscode	Open source software deployment
Eclipse	Indigo sr2	Eclipse	IDE for software development
Git	1.7.10	Apache	Distributed version control
Gradle	1.0rc3	Gradle.org	Open source build automation tool
Hibernate	4	JBoss	Open source object / relational mapping library for Java
Java	7.x	Oracle	Language for software development
JBoss Application Server	7.0.2	JBoss	Open source application server
JBoss Rules Engine	5	JBoss	Open source rules engine
Jenkins	1.4	Jenkins CI	Open source continuous integration server
Junit			Unit testing
Liquibase	2.0.5	Liquibase.org	Open source database source code control
Maven	3.0.4	Apache	Open source build repository

Name	Version	Manufacturer	Function
MongoDB		10gen, Inc	Open source document oriented database system
Nexus	2.1	Sonatype	Open source repository manager
Notepad++	6.1.3	Notepad++	Text editor for software development
Oracle Database	11gR2	Oracle	Commercial database
MuleSoft Studio	1.3.1x64	MuleSoft	Open source integration framework
Rally		Rally	COTS ALM tool
Selenium			Browser testing in Firefox
Spring Framework	3.1.0e3.8	SpringSource.org	Open source Java framework
Drools		Apache	Open source rules engine

Table 1: Current Development and Test Tool Suite

6 TASKS

The tasks identified in the following sections describe the work that will occur in order to accomplish the vision, as identified in section 4 *FADS VISION*. FADS contractor shall propose teams that are able to perform the tasks as described, while conforming with the expectations outlined above, and with expert level ability in the technologies stated in section 5.1 *Technical Landscape*.

6.1 Provide Agile Teams

- a) Contractor shall provide Agile teams for the purpose of responding to specific application development requirements USCIS identifies. The contractor's work shall conform to the architecture and design provided by the USCIS Architecture and Design team and the Agile processes set up by the USCIS Processes and Practices team.

6.2 Development

Agile software development is a group of software development methods based on iterative and incremental development, where requirements and solutions evolve through collaboration between self-organizing, cross-functional teams. It promotes adaptive planning, evolutionary development and delivery, a time-boxed iterative approach, and encourages rapid and flexible response to change. It is a conceptual framework that promotes foreseen interactions throughout the development cycle. The *Agile Manifesto* introduced the term in 2001.

- a) Contractor shall be responsible for development teams performing the full suite of development tasks using Agile methodologies, including, but not limited to: participating in creating user stories for both business functionality, technical requirements and defining acceptance criteria; estimating the size of stories; solution design; development; and testing.

- b) Contractors shall assist in the documentation of user stories, acceptance criteria and tasks to be completed to fulfill the definition of done for a story.
- c) Contractors shall develop code and other artifacts against the user stories documented in task 6.2.a or as assigned by the government.

6.3 Code Quality and Standards Compliance

- a) Contractor shall develop code that does not add new technical debt to a release; the contractor shall correct any defects identified by testers, code reviewers, automated tools, or as part of the CI/CD activities etc.
- b) Contractor's work shall conform to the architecture and standards provided by the government and the Agile processes set up by the USCIS Processes and Practices team. This will include providing input to any documentation required to maintain compliance with DHS and USCIS standards, as specified by USCIS.
- c) The contractor's code shall meet the functional and non-functional requirements, meet database development requirements, and be deployable and fully tested in preparation for USCIS OIT Independent Validation & Verification (IV&V) review.

6.4 Test and Integrate

- a) Contractor shall be responsible for creating test cases and automated test scripts to support test automation activities.
- b) Contractor shall collaborate with other teams to support continuous code integration
- c) Contractor shall share test scripts (manual and automated) as needed with other testing entities.
- d) Contractor shall assist with crafting validation steps (both positive and negative testing) for user acceptance testing on an as needed basis.
- e) Contractor shall support the activities of the Integration and Configuration team to ensure the automatic build and deployment process works effectively across all environments, including the contractor's dev/test enclave. Deployment and testing in the dev/test environment should mimic closely the actions performed for deployment and testing in staging and production.
- f) Contractor shall perform development testing before the commit stage in the CI pipeline

6.5 Quality Control

- a) Contractor shall create a Quality Management Plan.
- b) Contractor shall ensure development-related activities are in accordance with the contractor's Quality Management Plan.

6.6 Administrative Activities

- a) The contractor shall collaborate with stakeholders, support contractors, and third party vendors throughout system integration, performance, security, Section 508, system acceptance, user acceptance, usability, and test and evaluation reporting.

- b) The contractor shall manage all contractor resources and supervise all contractor staff in the performance of work on this task order. The contractor shall manage and coordinate its team(s) on a day-to-day basis and ensure plans are communicated to team members. Likewise, the contractor must ensure that the health and progress against those plans are adequately reported.
- c) The contractor shall organize, direct and coordinate planning and execution of all task order activities.
- d) Vehicles for transparency, such as the agency Agile Application Lifecycle Management (ALM) tool, shall be maintained with data so that reports and charts can be generated as needed, and so that user stories, defects, and tasks and their status are available to stakeholders. Task boards and Sharepoint sites, meetings, and demos can be used to share information and report progress.

7 KEY PERSONNEL

The contractor shall identify key personnel and provide statements of qualifications for these individuals. All key personnel shall be current full time employees, with the following exception. The contractor may fill one key position with a subcontractor based on qualifications outlined within this section, with prior Contracting Officer approval. Contingent hires will not be accepted as key personnel. The contractor shall identify key personnel who shall be the **management lead** and the **technical lead** for the task order as a whole. These individuals must have extensive expertise in the Agile development methodology and experience using many of the tools included in the Development/Test Tool Suite identified previously.

The management lead shall ensure that all work on this contract complies with contract terms and conditions and shall have access to contractor corporate senior leadership when necessary. The contractor's management lead shall be the primary interface with the USCIS Contracting Officer's Representative (COR) and Contracting Officer (CO) and shall attend status meetings and ad hoc meetings with stakeholders as required, accompanied by the technical lead when necessary.

8 TRANSITION SUPPORT

In accordance with Agile principles, knowledge acquisition is expected to occur within the sprints, and thus a formal transition in plan is not required. Upon notice to proceed, the Contractor transition in will begin with the first sprint.

At the completion of performance of this task order, the contractor shall fully support the transition of the contractor's work that is turned over to another entity, either government or a successor offeror(s). The contractor shall assist with transition planning and shall comply with transition milestones and schedules of events.

The contractor shall be responsible for the implementation of the transition and application cutover activities. The transition shall cause no disruption in development services. To ensure the necessary continuity of services and to maintain the current level of support, USCIS may retain services of the incumbent Contractor for some, or all of, the transition period, as may be required.

The contractor shall be responsible for the transition of all technical activities identified in this task order. As part of the transition, the contractor shall be responsible for:

- Inventory and orderly transfer of all GFP, to include hardware, software, and licenses, Contractor Acquired Government Property, and Government Furnished Information (GFI)
- Transfer of documentation currently in process
- Transfer of all software code in process
- Certification that all non-public DHS information has been purged from any contractor-owned system
- Exchange of accounts to access software and hosted infrastructure components
- Participate in knowledge transfer activities in accordance with the transition plan
- Provide members to and participate in transition management team

If the government provides a Transition Plan template, the contractor shall complete it as assigned, otherwise the contractor shall submit a Transition Plan at the direction of the government. The Transition Plan shall:

- Document the strategic approach
- Identify equipment, hardware, software, documents and other artifacts that are included in the transition
- Establish milestones and schedules
- Establish activities
- Identify transition risks and risk mitigation
- Define roles and responsibilities
- Define transition approval authorities and lines of communication
- Define a knowledge transfer approach
- Define a property inventory and transition approach
- Create bi-party or tri-party agreements
- Provide checklists

A Transition Plan shall be delivered 30 calendar days prior to the task order expiration date or, if directed by the government, 30 days prior to the end of each option period. The Transition Plan shall include support activities for all transition efforts for follow-on requirements to minimize disruption of services. The contractor shall account for a 10 business day Government review process prior to transition execution. The 10-day review and approval process is not included in the 30-day transition activities.

Transition support shall commence 15 business days prior to expiration of the Task Order. Upon award of a follow-on contract, the incumbent contractor will work with the new contractor to provide knowledge transfer and transition support, as required by the COR and PM.

9 DELIVERABLES

The primary deliverable of this task order is deployable application code. The contractor shall deliver this code (in conformance with procedures established by the Integration and Configuration team) throughout the period of performance for integration with an existing codebase in preparation for deployment.

The contractor shall submit electronic copies of document deliverables that are indicated in the table below to the CO and COR (and other cc's as may be specified by the CO and/or COR) via e-mail in the format specified. All document deliverables shall be made by close of business (COB) 4:30pm local time Monday through Friday, unless stated otherwise.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

9.1 Task Order Management Artifacts

The contractor shall provide standard and ad hoc reports that support task order management, as described below:

- Performance and Expenditure Report (PER)

The PER shall contain a narrative of the month's activities and resources expenditures:

- Performance Summary

The Performance Summary includes documenting any major risks and/or issues and any significant progress and events. Progress and events includes the delivery of documents, artifacts, and code. The summary should provide enough detail for the reader with some but not detailed familiarity with the task order to comprehend the value that the contractor is providing to the overall application development effort at USCIS.

Included with this summary shall be burn-down charts for those releases and iterations that ended within the month, and a snapshot of the burn-down chart for all releases and iterations in progress on the last day of the PER reporting period.

- Resource Expenditures

Resource expenditures track funds expended during the reporting period and their purpose in order to understand the burn rate and provide fiscal accountability to external stakeholders. Reporting of resource expenditures shall conform to the format provided in section *10.5 Payment of Invoices*.

- Status Briefings

As required by the COR, the contractor shall attend meetings with the COR and/or other USCIS stakeholders in order to review work accomplished, work in progress, plans for future work, transition plans and status, and issues pertinent to the performance of work tasks that require USCIS attention. The meetings may be scheduled regularly or may be ad hoc.

In the event the government requires additional information related to contract technical, cost, or schedule performance, risks, resources, or any contract-related data, the contractor

shall provide this report information in the format requested by the government. Requests for ad-hoc reporting may vary in scope and complexity and may require the contractor to attend OIT meetings to obtain required information, review and research applicable documentation, and extract applicable database information required to assemble the ad-hoc report.

9.2 Deliverables Schedule

The deliverables that apply to this task order, and that the contractor shall provide are outlined in *Table 2: Deliverables Schedule*.

Item	Frequency of Delivery	Acceptable Formats
In-process application code	Continuously, with each build	Application source code
Shippable application code	Continuously, with each commit	Application source code and compiled code
Quality Management Plan Updates	30 days After Receipt of Order (ARO) Updated annually	MS Word 2010
Agile development lifecycle documents, such as System Design Document (SDD), etc.	Each release	MS Word 2010
Status Briefings, such as presentations, database extractions, meeting reports, burndown charts, etc.	As directed	MS Word 2010, Excel, Visio, or PowerPoint
Program and Expenditure Report (PER)	10 th calendar day of each month	MS Word 2010, Excel
Transition Plan	As directed	MS Word 2010
Security Plan	30 days ARO	MS Word 2010
Test Scripts	Continuously, with each commit	Application source code, MS Word 2010

Table 2: Deliverables Schedule

9.3 Inspection and Acceptance

Various government stakeholders will inspect contractor services and deliverables. The CO will provide official notification of rejection of deliverables. Inspection and acceptance of deliverables will use the following procedures:

- The government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) business days of receipt of task order deliverables.

- If government acceptance, comments, and/or change requests are not provided to the contractor within 15 business days after delivery of a deliverable, the contractor shall assume government acceptance.
- Upon receipt of the government comments, the contractor shall, within three (3) business days, rectify the situation and re-submit the contract deliverable(s).

10 TASK ORDER ADMINISTRATION DATA

10.1 Place of Performance

The principal place of performance in the base period shall be at the Government-provided work site. The place of performance for optional CLINs X001, X002 and X003AA-AI will be at the Government-provided work site while the place of performance for optional CLINs X003AJ-AS, if exercised, will be at the Contractor-provided work site. The contractor facility shall be in close proximity to the USCIS facility at 111 Massachusetts Ave NW, Washington D.C., not to exceed a distance of 15 miles. Meetings will usually take place at USCIS offices in the Washington, D.C. Metropolitan Area, including, but not limited to 20 Massachusetts Avenue, N.W., and 111 Massachusetts Avenue, N.W., Washington DC. Meetings may also occur at the contractor's work site, especially when close collaboration between stakeholders and the development team is needed. The Contractor shall provide workspace, such as a team room, to accommodate up to five Government representatives per contract. Further, the contractor should provide workspace to accommodate one USCIS IV&V/TICS tester contractor per development team. The contractor shall provide meeting space for periodic hosting of meetings with both USCIS federal and contractor personnel.

Because significant collaboration amongst Federal and multiple-vendor teams is required telecommuting is generally discouraged. However, in extenuating circumstances, such as inclement weather, when the Office of Personnel Management (OPM) changes the federal Operating Status in the National Capital Region contractors are permitted to allow their employees to telework based on the contractor's telework guidance. Notice shall be given to the COR.

10.2 Hours of Operation

Normal duty hours for the Government are from 8am to 5pm, Monday through Friday. At times, based on the needs of the mission, the Government will require service outside of the normal duty hours and upon COR direction, and given an advanced notice if possible, the contractor shall work weekends and Government holidays. USCIS Government employees must be present during such instances. The contractor shall be available during this time period. The contractor shall manage the hours in which staff operates so that service is provided when required within a level of effort (LOE) specified in Attachment 1.

10.3 Government Furnished property (GFP)

Only GFP laptops and Virtual Private Network (VPN) tokens will be issued and used in performing work on this contract. No personal or company owned storage devices, (thumb drives, DVDs, or CDs) will be used with the GFP. A webinar account, such as AT&T Connect, will be provided to the contractor to facilitate virtual demos and other meetings with stakeholders at various physical

locations. Blackberry devices may be provided as identified by the COR or Government Program Manager.

10.4 Travel

Travel within the local commuting area will not be reimbursed. For the purpose of this Task Order the local commuting area is defined as a fifty (50) mile radius from USCIS offices located at 111 Massachusetts Ave NW, Washington D.C. Home to work travel is not reimbursable.

10.5 Payment of Invoices

a) In accordance with FAR Part 32.905, all invoices submitted to USCIS for payment shall include the following:

- (1) Name and address of the contractor.
- (2) Invoice date and invoice number.
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, period of performance, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms.
- (6) Name and address of contractor official to whom payment is to be sent.
- (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (8) Taxpayer Identification Number (TIN).

b) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.

c) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to USCISInvoice.Consolidation@ice.dhs.gov with each email conforming to a size limit of 500 KB.

d) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation
PO Box 1000
Williston, VT 05495

An invoice is a "proper invoice" as defined under FAR Clause 52.232-25. Payment will be based on receipt of a proper invoice and satisfactory performance. Invoices shall be for approved expenses, such as travel, and services incurred against the work performed during the previous month's period of performance which shall begin on the first of the month and end on the last day of the month.

Invoices shall be received by the tenth calendar day of each month and include billable items for the previous month's period of performance. The contractor shall include with the invoice all supporting documents (e.g., travel reports/receipts) and the associated PER.

The contractor shall also report, in writing, to the CO and the COR per FAR clause 52.232-20 Limitation of Cost (b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

- (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
- (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

The invoice shall include backup documentation in a format supplied by the Government. The Resource Expenditure Report and its associated Resource Expenditure Format constitute the invoice backup data that the Government requires. The invoice's Resource Expenditure Report shall follow the format provided in *Figure 1: Resource Expenditure Report*. The contractor shall provide this in MS Excel format. A description of the data items in the report are provided in *Table 3: Resource Expenditure Format*. The report data shall represent the labor resources billed in the invoice. In other words, the amount billed shall be consistent with the resource expenditures documented for that reporting period. The Resource Expenditure Report reporting period shall be consistent with the invoice's.

Item No.	Item	Description
1	Contractor	Enter the contractor name in (a) and the contractor facility address and mailing location in (b)
2	Contract	Enter the contract name in (a), the contract number in (b), and the contract type, such as T&M (c)
3	Contract Period	Enter the contract period of performance start and end dates
4	Reporting Period	Enter the start and end dates for the period covering the report
5a	Negotiated Cost	The dollar value (excluding fee or profit) on which the contractual agreement has been reached as of the cutoff date of the report. Amounts for changes shall not be included in this item until they have been priced and incorporated in the contract through contract change order or supplemental agreement.
5b	Estimated Cost of Authorized Unpriced Work	The amount (excluding fee or profit) estimated for that work for which written authorization has been received, but for which definitized contract prices have not been incorporated in the contract through contract change order or supplemental agreement.
5c	Estimated Price	Based on the most likely estimate of cost at completion for all authorized contract work and the appropriate profit/fee, incentive, and cost sharing provisions. Enter the estimated final contract price (total estimated cost to the Government). This number shall be based on the most likely management estimate at complete and normally will change whenever the management estimate or the contract is revised.

5d	Contract Ceiling	Contract ceiling price applicable to the definitized effort.
5e	Estimated Contract Ceiling	The estimated ceiling price applicable to all authorized contract effort including both definitized and undefinitized effort.
5f	Contract Budget Base	Enter the total of negotiated cost (5.a) and estimated cost of authorized, unpriced work (5.b).
6	Authorized Contractor Representative	Enter the name of the authorized person (program manager or designee) signing the report in (a), enter that person's title in (b), and enter the date signed in (d). The authorized person shall sign in (c). Electronic signatures are encouraged.
7(1)	Item	<p>Create rows and sub-rows of data that represent the following items in nested order:</p> <p>Application - The name of each of the applications the contractor supports, such as "ELIS". All data in this row will be a roll-up of all costs associated with this application.</p> <p>Release - The nomenclature of each of the releases the contractor supports that is associated with the named application, such as "A2.1". All data in this row will be a roll-up of all costs associated with this release.</p> <p>Iteration - The nomenclature that identifies each of the iterations the contractor is supporting as part of the named release, such as "Sprint 4", "Sprint 5", etc. All data in these rows will be a roll-up of all costs associated with the named iteration.</p> <p>Individual - The names of all of the individuals who charged or planning to charge to the contract during the named sprint, followed by their labor category, such as "Sean O'Rally /Functional Analyst". All data in these rows will be itemized costs associated with the named resources for the given iteration. Resources may be placed in planning packages for future releases and iterations that have yet to be identified during the contract period of performance.</p>
7(2)	Current Period Budget Cost	For the reporting time period, indicate the cost of planned resources based on the release and iteration planning closest to the start of the period of performance.
7(3)	Current Period Actual Cost	For the reporting time period, indicate the actual costs of all resources used.
7(4)	Current Period Variance	For the reporting time period, indicate the difference between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
7(5)	Cumulative Budget Cost	For the contract time period, indicate the cumulative cost of planned resources from the start of the contract to the end of the reporting period.
7(6)	Cumulative Actual Cost	For the contract time period, indicate the cumulative actual costs of all resources used.
7(7)	Cumulative Variance	For the contract time period, indicate the cumulative differences between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
8(8)	Contract at Completion	Enter the budgeted cost at completion for the items listed in Column (1). This entry shall consist of the sum of the original budgets.

	Budgeted	
7(9)	Contract at Completion Estimated	Enter the latest revised estimate of cost at completion including estimated overrun/underrun for all authorized work.
7(10)	Contract at Completion Variance	Enter the difference between the Budgeted - At Completion in Column (8) and the Estimated - At Completion in Column (9).
7(11)	Month x Budget Cost	The data in Column (11) is maintained for each month during the contract period of performance. For the month represented, indicate the cost of planned resources.
7(12)	Month x Actual Cost	The data in Column (12) is maintained for each month during the contract period of performance. For the month represented, indicate the actual costs of all resources used.
7(13)	Month x Variance	The data in Column (13) is maintained for each month during the contract period of performance. For the month represented, indicate the difference between the actual and planned costs in terms of dollars with the percent represented in parenthesis following the dollar figures, such as "-243,900 (-6%)".
7(14)	Fiscal Year and Quarter Budgeted Cost	For the government fiscal year (Oct 1 to Sept 30) and for each of the 4 quarters in the fiscal year, indicate the cumulative cost of planned resources. This will be cumulative costs of the relevant monthly costs (Column 14) in the fiscal year and the fiscal quarters that fall within the contract period of performance. If the contract period of performance ends prior to the conclusion of a fiscal year (Sept. 30), then the contractor shall estimate all of the available months within the fiscal year, recognizing that no work is scheduled to be performed during some of those months.
7(15)	Fiscal Year and Quarter Actual Cost	For the fiscal year and for each of the 4 quarters in the fiscal year, indicate the cumulative actual cost of resources. This will be cumulative costs of the relevant monthly costs (Column 15) in the fiscal year and the fiscal quarters that fall within the contract period of performance. If the contract period of performance ends prior to the conclusion of a fiscal year (Sept. 30), then the contractor shall estimate all of the available months within the fiscal year, recognizing that no work is scheduled to be performed during some of those months.
7.a	General & Administrative	Enter the appropriate General and Administrative (G&A) costs. If G&A costs have not been included in the (Column (1)) costs, G&A shall be shown as an add entry in (Column (1)). If G&A costs have been included in the Column (1) costs, G&A shall be shown as a non-add entry here with an appropriate notation to that effect. For contracts that require CCDRs, contractors may also have to submit separate costs without G&A for the Column (1) elements on an exception basis if the Government specifies such a requirement in the CDRL. If a G&A classification is not used, no entry shall be made other than an appropriate notation to that effect.
7.b	Total	Enter the sum of the budgeted cost, actual costs, variances, and estimated costs and G&A.

Table 3: Resource Expenditure Format

RESOURCE EXPENDITURE REPORT									
DOLLARS IN _____									
1. CONTRACTOR		2. CONTRACT		3. CONTRACT PERIOD			5. CONTRACT COST DATA		
a. NAME		a. NAME		(YYYYMMDD)			a. NEGOTIATED COST		
b. LOCATION (Address and ZIP Code)		b. NUMBER		a. FROM			b. EST COST OF AUTHORIZED UNPRICED WORK		
				b. TO					
		c. TYPE		4. REPORTING PERIOD			c. ESTIMATED PRICE		
				a. FROM					
				b. TO					
6. AUTHORIZED CONTRACTOR REPRESENTATIVE						d. CONTRACT CEILING			
a. NAME (Last, First, Middle Initial)				b. TITLE		e. ESTIMATED CONTRACT CEILING			
c. SIGNATURE				d. DATE (YYYYMMDD)		f. CONTRACT BUDGET BASE			
7. PERFORMANCE DATA									
ITEM	CURRENT PERIOD			CUMULATIVE TO DATE			CONTRACT AT COMPLETION		
	BUDGETED COST	ACTUAL COST	VARIANCE	BUDGETED COST	ACTUAL COST	VARIANCE	BUDGETED	ESTIMATED	VARIANCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
ELIS (example)	28								
Release 3C	12								
Sprint 0	2								
Sprint 1	2								
Sprint 2	4								
Sprint 3	4								
Sean O'Rally/Functional Analyst	1								
Martin Mull/Sr. Developer	1								
Lola Canola/S/W Tester	1								
Paula Camino/Config Manager	1								
Release 3D	16								
Sprint 0	2								
Sprint 1	2								
Sprint 2	4								
Sprint 3	4								
Sprint 4	4								
a. GENERAL AND ADMINISTRATIVE									
b. TOTAL									

11 Performance Criteria

FADS contractor teams will be evaluated every 4 weeks and the evaluation will be discussed with the contractor. The purpose of the scorecard and discussions is to enhance performance. In addition, in the aggregate, the scorecards and discussions will be used partially as a basis for past performance reporting. It is anticipated that FADS contractors will be evaluated along the following dimensions:

- **Code Quality and Standards Adherence.** Contractor code will be evaluated by Government teams and IV&V providers. Code will be evaluated against standards published by USCIS including design standards and architecture. Automated code review tools will also be used to validate code quality.
- **Business Satisfaction.** Each feature completed by a contractor team will be evaluated by the Government Product Owner for that team, and possibly by SMEs assigned to the team. At each iteration review, the functionality will be evaluated by a wider audience of Government employees.
- **Test Quality and Test Coverage.** Because automated tests are a key component of this process, test scripts will be treated as deliverables under FADS. These test scripts will be assessed for their quality and for the extent to which they test the appropriate functions. This evaluation will be performed by the IV&V test team or Government employees.
- **Collaboration.** FADS contractors will operate within an ecosystem of federal and contractor staff, with multiple contractor teams working in parallel and with constant interaction with USCIS employees. The contractor will be graded based on their willingness, effort, and ability to work collaboratively.
- **Productivity.** Team velocity and story point completion provides a relative measure of productivity. A team's velocity is the rate at which the team is completing user stories and delivering them to the product owner. A team's velocity is measured by the sum of story points for each story completed during a sprint. Although measures such as velocity and story point completion cannot be used directly in an Agile process to measure performance, the Government will be able to compare across teams and also to note any unproductive behavior.
- **Innovation.** Agile development is accomplished by self-organizing teams who innovate in order to find ways to accomplish the work assigned. Contractors will be permitted to submit examples of any innovative approaches they introduce, and the Government will evaluate the contractors on their contributions (whether self-reported or not).
- **Process and Continuous Improvement.** FADS contractor teams will be assessed on the processes they implement, their conformance to USCIS processes, their contribution to SELC and other required frameworks, and their use of retrospectives to continuously improve these processes.

These criteria will be used in a Balanced Scorecard type approach. After every 2 iterations (every 4 weeks), the Government will assess the performance of each team from each contractor using a scorecard approach (grades A-F for each category and overall). The relative weights of these categories will be adjusted by the Government based on its experiences, and will be communicated to the contractors before the start of each release cycle. The Contracting Officer and Contractor

will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade.

12 ACCESSIBILITY REQUIREMENTS (SECTION 508)

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 (EIT), 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 EIT accessibility standards have been identified:

12.1 Section 508 Applicable EIT Accessibility Standards

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 1194.24 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.

12.2 Section 508 Applicable Exceptions

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 1194.3(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.

12.3 Section 508 Compliance Requirements

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 authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

13 DHS ENTERPRISE ARCHITECTURE COMPLIANCE

“All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Government intends to:

- a) All developed solutions and requirements shall be compliant with the HLS EA.
- b) All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- c) Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- d) Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.

- e) Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program. ”

14 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

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 applies to all or any part of the contract that includes IT resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency’s mission.

The 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.

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.

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; and the DHS Management Directive 4300 IT Systems Security Pub Volume 1 Part A; and DHS Management Directive 11042 Safeguarding Sensitive but Unclassified (For Official Use Only) Information.

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.

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. Contractor shall support USCIS reviews to ensure that the security requirements in the contract are implemented and enforced.

Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 9.1, July 17, 2012) 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.

15 PERSONNEL SECURITY FOR SENSITIVE REQUIREMENTS

15.1 General

U.S. Citizenship and 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. Requirements for suitability determination are defined in paragraph 3.0.

15.2 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 Contractor employee shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Office of Security & Integrity Personnel Security Division (OSI PSD).

15.3 Background Investigation

Contractor 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 each individual will perform on the contract as outlined in the Position Designation Determination (PDD) for Contractor Personnel. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through OSI PSD.

To the extent the Position Designation Determination form reveals that the Contractor will not require access to sensitive but unclassified information or access to USCIS IT systems, OSI PSD may determine that preliminary security screening and or a complete background investigation is not required for performance on this contract.

Completed packages must be submitted to OSI PSD for prospective Contractor employees no less than 30 days before the starting date of the contract or 30 days prior to EOD of any employees, whether a replacement, addition, subcontractor employee, or vendor. The Contractor shall follow guidelines for package submission as set forth by OSI PSD. A complete package will include the

following forms, in conjunction with security questionnaire submission of the SF-85P, "Security Questionnaire for Public Trust Positions" via e-QIP:

1. DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Form DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
4. Position Designation Determination for Contract Personnel Form
5. Foreign National Relatives or Associates Statement
6. OF 306, Declaration for Federal Employment (approved use for Federal Contract Employment)
7. ER-856, "Contract Employee Code Sheet"

15.4 Employment Eligibility

Be advised that unless an applicant requiring access to sensitive but unclassified information has resided in the U.S. for three of the past five years, OSI PSD 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.

Only U.S. citizens are eligible for employment on contracts requiring access to Department of Homeland Security (DHS) Information Technology (IT) systems or involvement in the development, operation, management, or maintenance of DHS IT systems, unless a waiver has been granted by the Director of USCIS, or designee, with the concurrence of both the DHS Chief Security Officer and the Chief Information Officer or their designees. In instances where non-IT requirements contained in the contract can be met by using Legal Permanent Residents, those requirements shall be clearly described.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued by the Social Security Administration.

15.5 Continued Eligibility

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Officer's Representative (COR) will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

In accordance with USCIS policy, contractors are required to undergo a periodic reinvestigation every five years. Security documents will be submitted to OSI PSD within ten business days following notification of a contractor's reinvestigation requirement.

In support of the overall USCIS mission, Contractor employees are required to complete one-time or annual DHS/USCIS mandatory trainings. The Contractor shall certify annually, but no later than.

December 31st each year, that required trainings have been completed. The certification of the completion of the trainings by all contractors shall be provided to both the COR and Contracting Officer.

- USCIS Security Awareness Training (required within 30 days of entry on duty for new contractors, and annually thereafter)
- USCIS Integrity Training (Annually)
- DHS Continuity of Operations Awareness Training (one-time training for contractors identified as providing an essential service)
- USCIS Office Safety Training (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)
- USCIS Fire Prevention and Safety Training (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)

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 or whom USCIS determines to present a risk of compromising sensitive but unclassified information and/or classified information.

Contract employees will report any adverse information concerning their personal conduct to OSI PSD. The report shall include the contractor's name along with the adverse information being reported. Required reportable adverse information includes, but is not limited to, criminal charges and or arrests, negative change in financial circumstances, and any additional information that requires admission on the SF-85P security questionnaire.

In accordance with Homeland Security Presidential Directive-12 (HSPD-12)

<http://www.dhs.gov/homeland-security-presidential-directive-12> contractor employees who require access to United States Citizenship and Immigration Services (USCIS) facilities and/or utilize USCIS Information Technology (IT) systems, must be issued and maintain a Personal Identity Verification (PIV) card throughout the period of performance on their contract. Government-owned contractor-operated facilities are considered USCIS facilities.

After the Office of Security & Integrity, Personnel Security Division has notified the Contracting Officer's Representative that a favorable entry on duty (EOD) determination has been rendered, contractor employees will need to obtain a PIV card.

For new EODs, contractor employees have [10 business days unless a different number is inserted] from their EOD date to comply with HSPD-12. For existing EODs, contractor employees have [10 business days unless a different number of days is inserted] from the date this clause is incorporated into the contract to comply with HSPD-12.

Contractor employees who do not have a PIV card must schedule an appointment to have one issued. To schedule an appointment:

<http://ecn.uscis.dhs.gov/team/mgmt/Offices/osi/FSD/HSPD12/PIV/default.aspx>

Contractors who are unable to access the hyperlink above shall contact the Contracting Officer's Representative (COR) for assistance.

Contractor employees who do not have a PIV card will need to be escorted at all times by a government employee while at a USCIS facility and will not be allowed access to USCIS IT systems.

A contractor employee required to have a PIV card shall:

- Properly display the PIV card above the waist and below the neck with the photo facing out so that it is visible at all times while in a USCIS facility
- Keep their PIV card current
- Properly store the PIV card while not in use to prevent against loss or theft
<http://ecn.uscis.dhs.gov/team/mgmt/Offices/osi/FSD/HSPD12/SIR/default.aspx>

OSI PSD must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired USCIS issued identification cards and HSPD-12 card, or those of terminated employees to the COR. If an identification card or HSPD-12 card is not available to be returned, a report must be submitted to the COR, referencing the card number, name of individual to whom issued, the last known location and disposition of the card.

15.6 Security Management

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

The COR 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 COR determine that the Contractor is not complying with the security requirements of this contract the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The Contractor shall be responsible for all damage or injuries resulting from the acts or omissions of their employees and/or any subcontractor(s) and their employees to include financial responsibility.

15.7 Security Program Background

The DHS has established a department wide IT security program based on the following Executive Orders (EO), public laws, and national policy:

- Public Law 107-296, Homeland Security Act of 2002.
- Federal Information Security Management Act (FISMA) of 2002, November 25, 2002.
- Public Law 104-106, Clinger-Cohen Act of 1996 [formerly, Information Technology Management Reform Act (ITMRA)], February 10, 1996.
- Privacy Act of 1974, As Amended. 5 United States Code (U.S.C.) 552a, Public Law 93-579, Washington, D.C., July 14, 1987.
- Executive Order 12829, National Industrial Security Program, January 6, 1993.
- Executive Order 12958, Classified National Security Information, as amended.
- Executive Order 12968, Access to Classified Information, August 2, 1995.
- Executive Order 13231, Critical Infrastructure Protection in the Information Age, October 16, 2001
- National Industrial Security Program Operating Manual (NISPOM), February 2001.

- DHS Sensitive Systems Policy Publication 4300A v2.1, July 26, 2004
- DHS National Security Systems Policy Publication 4300B v2.1, July 26, 2004
- Homeland Security Presidential Directive 7, Critical Infrastructure Identification, Prioritization, and Protection, December 17, 2003.
- Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- National Security Directive (NSD) 42, National Policy for the Security of National Security Telecommunications and Information Systems (U), July 5, 1990, CONFIDENTIAL.
- 5 Code of Federal Regulations (CFR) §2635, Office of Government Ethics, Standards of Ethical Conduct for Employees of the Executive Branch.
- DHS SCG OS-002 (IT), National Security IT Systems Certification & Accreditation, March 2004.
- Department of State 12 Foreign Affairs Manual (FAM) 600, Information Security Technology, June 22, 2000.
- Department of State 12 FAM 500, Information Security, October 1, 1999.
- Executive Order 12472, Assignment of National Security and Emergency Preparedness Telecommunications Functions, dated April 3, 1984.
- Presidential Decision Directive 67, Enduring Constitutional Government and Continuity of Government Operations, dated October 21, 1998.
- FEMA Federal Preparedness Circular 65, Federal Executive Branch Continuity of Operations (COOP), dated July 26, 1999.
- FEMA Federal Preparedness Circular 66, Test, Training and Exercise (TT&E) for Continuity of Operations (COOP), dated April 30, 2001.
- FEMA Federal Preparedness Circular 67, Acquisition of Alternate Facilities for Continuity of Operations, dated April 30, 2001.
- Title 36 Code of Federal Regulations 1236, Management of Vital Records, revised as of July 1, 2000.
- National Institute of Standards and Technology (NIST) Special Publications for computer security and FISMA compliance.

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive 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 COR no less than thirty (30) days

before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a) Standard Form 85P, "Questionnaire for Public Trust Positions"
- b) FD Form 258, "Fingerprint Card" (2 copies)
- c) DHS Form 11000-6, "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d) DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- e) Position Designation Determination for Contract Personnel Form
- f) Foreign National Relatives or Associates Statement

15.8 Information technology Security clearance

GENERAL

Due to the sensitive nature of USCIS information, the contractor is required to develop and maintain a comprehensive Computer and Telecommunications Security Program to address the integrity, confidentiality, and availability of sensitive but unclassified (SBU) information during collection, storage, transmission, and disposal. The contractor's security program shall adhere to the requirements set forth in the DHS Management Directive 4300 IT Systems Security Pub Volume 1 Part A and DHS Management Directive 4300 IT Systems Security Pub Volume I Part B. This shall include conformance with the DHS Sensitive Systems Handbook, DHS Management Directive 11042 Safeguarding Sensitive but Unclassified (For Official Use Only) Information and other DHS or USCIS guidelines and directives regarding information security requirements. The contractor shall establish a working relationship with the USCIS IT Security Office, headed by the Information Systems Security Program Manager (ISSM).

15.9 IT Systems Security

In accordance with DHS Management Directive 4300.1 "Information Technology Systems Security", USCIS Contractors shall ensure that all employees with access to USCIS IT Systems are in compliance with the requirement of this Management Directive. Specifically, all contractor employees with access to USCIS IT Systems meet the requirement for successfully completing the annual "Computer Security Awareness Training (CSAT)." All contractor employees are required to complete the training within 60-days from the date of entry on duty (EOD) and are required to complete the training yearly thereafter.

CSAT can be accessed at the following: <http://otcd.uscis.dhs.gov/EDvantage.Default.asp> or via remote access from a CD which can be obtained by contacting uscisitsecurity@dhs.gov.

15.10 IT Security in the Systems Development Life Cycle (SDLC)

The USCIS SDLC Manual documents all system activities required for the development, operation, and disposition of IT security systems. Required systems analysis, deliverables, and security activities are identified in the SDLC manual by lifecycle phase. The contractor shall assist the appropriate USCIS ISSO with development and completion of all SDLC activities and

deliverables contained in the SDLC. The SDLC is supplemented with information from DHS and USCIS Policies and procedures as well as the National Institute of Standards Special Procedures related to computer security and FISMA compliance. These activities include development of the following documents:

- **Sensitive System Security Plan (SSSP):** This is the primary reference that describes system sensitivity, criticality, security controls, policies, and procedures. The SSSP shall be based upon the completion of the DHS FIPS 199 workbook to categorize the system of application and completion of the RMS Questionnaire. The SSSP shall be completed as part of the System or Release Definition Process in the SDLC and shall not be waived or tailored.
- **Privacy Impact Assessment (PIA) and System of Records Notification (SORN).** For each new development activity, each incremental system update, or system recertification, a PIA and SORN shall be evaluated. If the system (or modification) triggers a PIA the contractor shall support the development of PIA and SORN as required. The Privacy Act of 1974 requires the PIA and shall be part of the SDLC process performed at either System or Release Definition.
- **Contingency Plan (CP):** This plan describes the steps to be taken to ensure that an automated system or facility can be recovered from service disruptions in the event of emergencies and/or disasters. The Contractor shall support annual contingency plan testing and shall provide a Contingency Plan Test Results Report.
- **Security Test and Evaluation (ST&E):** This document evaluates each security control and countermeasure to verify operation in the manner intended. Test parameters are established based on results of the RA. An ST&E shall be conducted for each Major Application and each General Support System as part of the certification process. The Contractor shall support this process.
- **Risk Assessment (RA):** This document identifies threats and vulnerabilities, assesses the impacts of the threats, evaluates in-place countermeasures, and identifies additional countermeasures necessary to ensure an acceptable level of security. The RA shall be completed after completing the NIST 800-53 evaluation, Contingency Plan Testing, and the ST&E. Identified weakness shall be documented in a Plan of Action and Milestone (POA&M) in the USCIS Trusted Agent FISMA (TAF) tool. Each POA&M entry shall identify the cost of mitigating the weakness and the schedule for mitigating the weakness, as well as a POC for the mitigation efforts.
- **Certification and Accreditation (C&A):** This program establishes the extent to which a particular design and implementation of an automated system and the facilities housing that system meet a specified set of security requirements, based on the RA of security features and other technical requirements (certification), and the management authorization and approval of a system to process sensitive but unclassified information (accreditation). As appropriate the Contractor shall be granted access to the USCIS TAF and Risk Management System (RMS) tools to support C&A and its annual assessment requirements. Annual assessment activities shall include completion of the NIST 800-26 Self-Assessment in TAF, annual review of user accounts, and annual review of the FIPS categorization. C&A status shall be reviewed for each incremental system update and a new full C&A process completed when a major system revision is anticipated.

15.11 Security Assurances

DHS Management Directives 4300 requires compliance with standards set forth by NIST, for evaluating computer systems used for processing SBU information. The Contractor shall ensure that requirements are allocated in the functional requirements and system design documents to security

requirements are based on the DHS policy, NIST standards and applicable legislation and regulatory requirements. Systems shall offer the following visible security features:

- **User Identification and Authentication (I&A)** – I&A is the process of telling a system the identity of a subject (for example, a user) (I) and providing that the subject is who it claims to be (A). Systems shall be designed so that the identity of each user shall be established prior to authorizing system access, each system user shall have his/her own user ID and password, and each user is authenticated before access is permitted. All system and database administrative users shall have strong authentication, with passwords that shall conform to established DHS standards. All USCIS Identification and Authentication shall be done using the Password Issuance Control System (PICS) or its successor. Under no circumstances will Identification and Authentication be performed by other than the USCIS standard system in use at the time of a systems development.
- **Discretionary Access Control (DAC)** – DAC is a DHS access policy that restricts access to system objects (for example, files, directories, devices) based on the identity of the users and/or groups to which they belong. All system files shall be protected by a secondary access control measure.
- **Object Reuse** – Object Reuse is the reassignment to a subject (for example, user) of a medium that previously contained an object (for example, file). Systems that use memory to temporarily store user I&A information and any other SBU information shall be cleared before reallocation.
- **Audit** – DHS systems shall provide facilities for transaction auditing, which is the examination of a set of chronological records that provide evidence of system and user activity. Evidence of active review of audit logs shall be provided to the USCIS IT Security Office on a monthly basis, identifying all security findings including failed log in attempts, attempts to access restricted information, and password change activity.
- **Banner Pages** – DHS systems shall provide appropriate security banners at start up identifying the system or application as being a Government asset and subject to government laws and regulations. This requirement does not apply to public facing internet pages, but shall apply to intranet applications.

15.12 Data Security

SBU systems shall be protected from unauthorized access, modification, and denial of service. The Contractor shall ensure that all aspects of data security requirements (i.e., confidentiality, integrity, and availability) are included in the functional requirements and system design, and ensure that they meet the minimum requirements as set forth in the DHS Sensitive Systems Handbook and USCIS policies and procedures. These requirements include:

- **Integrity** – The computer systems used for processing SBU shall have data integrity controls to ensure that data is not modified (intentionally or unintentionally) or repudiated by either the sender or the receiver of the information. A risk analysis and vulnerability assessment shall be performed to determine what type of data integrity controls (e.g., cyclical redundancy checks, message authentication codes, security hash functions, and digital signatures, etc.) shall be used.
- **Confidentiality** – Controls shall be included to ensure that SBU information collected, stored, and transmitted by the system is protected against compromise. A risk analysis and vulnerability assessment shall be performed to determine if threats to the SBU exist. If it exists, data encryption shall be used to mitigate such threats.
- **Availability** – Controls shall be included to ensure that the system is continuously working and all services are fully available within a timeframe commensurate with the availability needs of the user community and the criticality of the information processed.

- **Data Labeling.** – The contractor shall ensure that documents and media are labeled consistent with the DHS Sensitive Systems Handbook.

16 CAPITALIZED PROPERTY, PLANT & EQUIPMENT (PP&E) ASSETS INTERNAL USE SOFTWARE (IUS)

16.1 Background

The United States Citizenship and Immigration Services Management Directive No. 128-001, USCIS/Office of Information Technology has an ongoing requirement to report Internal Use Software (IUS) costs for the programs under their purview and assignment. This report is a monthly mandatory requirement, and must include all software releases with a cumulative cost of \$500K or greater; bulk purchases of \$1 Million, and a useful life of 2 years or more.

16.2 Requirement

Reporting: All applicable charges for application releases and/or development charges are tracked and reported; documented by each applicable release so that an OIT determination can be made if the asset meets IUS criteria. USCIS has determined that the best method for identifying IUS candidates is through monthly collection of contractor cost data for all releases in development, and will capitalize the cost of an IUS project if it is classified as a G-PP&E asset and meets the required criteria.

Definition: IUS is software that is purchased from commercial off-the-shelf (COTS) vendors or ready to use with little or no changes. Internal developed software is developed by employees of USCIS, including new software and existing or purchased software that is modified with or without a contractor's assistance. Contractor-developed software is used to design, program, install, and implement, including new software and the modification of existing or purchased software and related systems, solely to meet the entity's internal or operational needs.

Invoicing and Reporting: The contractor shall identify, capture, log, track and report the costs of IUS associated with each specific release. IUS Software is typically release centric and includes the application and operating system programs, procedures, rules, and any associated documentation pertaining to the operation of a computer system or program.

The contractor shall, after OIT's determination on whether or not the release meets the capitalization criteria, support OIT's reporting of costs incurred for the project or release, as required. The contractor shall provide the nature and cost of work completed within the relevant period. Costs considered part of IUS activities include systems administration, systems engineering, and program management. The Contractor shall provide the total cost, itemized by release and include the total sum of all applicable IUS activities. At the contractor's discretion, this information may be submitted, either as an attachment or as an itemized line item within the monthly invoices, as outlined in *Table 3: Resource Expenditure Format* and *Figure 1: Resource Expenditure Format*. For information purposes, the following activities within the development lifecycle have been identified as IUS reportable costs by the USCIS Management Directive No. 128-001:

- a) Design: System Design: Design System, Update System Test Plan, Update Security Test Plan, Update Project Plan, Update Business Case, Conduct Critical Design Review and Issue Memo.

- b) Programming/Construction: Establish Development Environment, Create or Modify Programs, Conduct Unit & Integration Testing, Develop Operator's Manual, Update Project Plan, Update Business Case, Migration Turnover/Test Readiness Review, Prepare Turnover Package, Develop Test Plans, Migration Turnover/Issue Test Readiness Memo
- c) Testing
 - i. Acceptance Testing: Develop Security Test Report, Issue Security Certification, Develop System Documentation, Conduct User Acceptance Testing, Update Project Plan, Update Business Case, Conduct Production Readiness Review, Develop Implementation Plan, Issue Production Readiness Review Memo.
 - ii. Coding
 - iii. Installation to hardware
 - iv. Testing, including parallel processing phase
- d) Implementation Activities: Implementation/Transition: Security Accreditation (initial system accreditation only), Issue Implementation Notice, Parallel Operations, Update Project Plans, Update Business Case, Conduct Operational Readiness Review, Issue Operational Readiness Memo.
- e) In addition, these cost shall contain, if not already itemized in the attachment (PER) or the invoice, the following additional costs information: Full cost (i.e., direct and indirect costs) relating to software development phase; Travel expenses by employees/contractor directly associated with developing software; Documentation Manuals; COTS purchases.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 08/06/2015	4. REQUISITION/PURCHASE REQ. NO. TFM150019/TFM150034	5. PROJECT NO. (If applicable)
6. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DV UNITED LLC 7343 WAVERLY DRIVE WARRENTON VA 20186		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5572584360000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200193W HSSCCG-14-F-00294	10B. DATED (SEE ITEM 13) 06/27/2014

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) Net Increase: [REDACTED] (b)(4)
ITFADS0 OIT EX 20-05-00-000 20-00-0000-00-00-00-00 GE-25-86-00 000000

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 557258436+0000
The purpose of this modification is to exercise Option Period 2, period of performance 09/25/2015-03/24/2016. Attachment 1 with Level of Effort (LOE) for Option II is included with this modification.

(b)(4)

As a result of the line item added below, this task order's obligation is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

All other terms and conditions remain unchanged.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donata A. Sikon-Amato
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Donata A. Sikon-Amato (Signature of Contracting Officer)	16C. DATE SIGNED 8/19/2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HHSN316201200193W/HSSCCG-14-F-00294/P00008

PAGE OF
 2 6

NAME OF OFFEROR OR CONTRACTOR
 DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	AAP Number: 201205005 DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: HQOIT Department of Homeland Security US Citizenship & Immigration Svcs Office of Information Technology 111 Massachusetts Ave, NW Suite 5000 Washington DC 20529 FOB: Destination Period of Performance: 09/25/2015 to 03/24/2016 Change Item 2001 to read as follows (amount shown is the obligated amount):				(b)(4)
2001	Project Management Estimated Cost = <input type="text"/> Fixed Fee = <input type="text"/> Estimated Cost + Fixed Fee = <input type="text"/> Contractor to provide Level of Effort (LOE) specified in Attachment 1				(b)(4)
2002	Change Item 2002 to read as follows (amount shown is the obligated amount): Agile Development Team Estimated Cost = <input type="text"/> Fixed Fee = <input type="text"/> Estimated Cost + Fixed Fee = <input type="text"/> Contractor to provide Level of Effort (LOE) specified in Attachment 1			(b)(4)	
2003	Change Item 2003 to read as follows (amount shown is the obligated amount): Optional Agile Development Teams Amount: \$0.00 (Option Line Item) (Not Separately Priced) Continued ...		LO		

NAME OF OFFEROR OR CONTRACTOR
DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
					(b)(4)
(b)(4)	Change Item 2003AA to read as follows (amount shown is the obligated amount):				<div style="border: 2px solid black; width: 100%; height: 100%;"></div>
2003AA	Agile Development Team				
	Estimated Cost = [REDACTED]				
	Fixed Fee = [REDACTED]				
	Estimated Cost + Fixed Fee = [REDACTED]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1				
	Change Item 2003AB to read as follows (amount shown is the obligated amount):				
2003AB	Agile Development Team				
	Estimated Cost = [REDACTED]				
	Fixed Fee = [REDACTED]				
	Estimated Cost + Fixed Fee = [REDACTED]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1				
	Change Item 2003AC to read as follows (amount shown is the obligated amount):				
2003AC	Agile Development Team				
	Estimated Cost = [REDACTED]				
	Fixed Fee = [REDACTED]				
	Estimated Cost + Fixed Fee = [REDACTED]				
	Contractor to provide Level of Effort (LOE) specified in Attachment 1				
	Change Item 2004 to read as follows (amount shown is the obligated amount):				
2004	NITAAC Contract Access Fee				
	[REDACTED] of dollar amount obligated in CLINs 2001-2003AS)				
	(Amount to be inserted by Government at the time Option Period 2 is exercised)				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HHSN316201200193W/HSSCCG-14-F-00294/P00008

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 DV UNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4)	Change Item 2006 to read as follows(amount shown is the obligated amount):				(b)(4)
2006	<p>Supplemental CLIN is to be used when more than 10% deviation under PWS Section H.4 is necessary and it cannot be offset within the Program Management or Agile Development Team CLINs. The Contractor's request and the Contracting Officer's written approval is required prior to use and bill against this CLIN (as established in PWS, Section H.4). The ceiling of this CLIN is [redacted] and shall not be exceeded.</p> <p>Estimated cost [redacted] Fee: \$0.00</p> <p>USCIS COR Sheila Murali Telephone 202-272-0930 Email Sheila.M.Murali@uscis.dhs.gov</p> <p>USCIS Contracting Specialist Stuart Sellears Telephone 802-872-4165 Email Stuart.Sellears@uscis.dhs.gov</p> <p>USCIS Contracting Officer Donata A. Sikon-Amato Telephone 802-872-4523 Email Donata.A.Sikon-Amato@uscis.dhs.gov</p>	1	LO	[redacted]	[redacted]

(b)(4)

Attachment 1

Option Period 2:		
CLIN 2001		
Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
CLIN 2002		
Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
CLIN 2003AA		
Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours
CLIN 2003AB		
Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours

(b)(4)

Attachment 1

CLIN 2003AC		
Labor Category (Offeror)	Labor Category (CIO-SP3 Mapped)	Hours