**ORDER FOR SUPPLIES OR SERVICES**

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

1. **DATE OF ORDER**: 09/30/2016
2. **CONTRACT NO.** (if any): HSHQDC-12-D-02104
3. **ORDER NO.**: HSSCCG-16-J-00084
4. **REQUISITION/REFERENCE NO.**: TFN160022A

5. **ISSUING OFFICE** (address correspondence to):
   - **USCIS Contracting Office**
   - Department of Homeland Security
   - 70 Kimball Avenue
   - South Burlington VT 05403
   - **b. STREET ADDRESS**
     - US Citizenship & Immigration Svcs
     - Office of Information Technology
     - 111 Massachusetts Ave, NW
     - Suite 5000
   - **c. CITY**: Washington
   - **d. STATE**: DC
   - **e. ZIP CODE**: 20529

6. **TO:** NCI INFORMATION SYSTEMS INC

7. **NAME OF CONTRACTOR**: NCI INFORMATION SYSTEMS INC

8. **DATE OF ORDER**: 09/30/2016
9. **CONTRACT NO.**
10. **REQUISITION/REFERENCE NO.**: HSSCCG-16-J-00084
11. **SHIP TO**: Department of Homeland Security
12. **SHIP VIA**: NCI INFORMATION SYSTEMS INC

13. **ACCOUNTING AND APPROPRIATION DATA**

14. **GOVERNMENT BILL NO.**

15. **DELIVER TO F.O.B. POINT ON OR BEFORE**

16. **DISCOUNT TERMS**: Net 30

17. **SCHEDULE** (See reverse for Rejections)

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<tr>
<th>ITEM NO.</th>
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<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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|          | DUNS Number: 620864504+0000
This is a Firm Fixed Price Task Order for Flexible Agile Development Services II (FADS II). All CLINS of this order are Firm Fixed Price CLINS except Travel CLINS 0008, 1008, 2008 which are Other Direct Cost. Continued... |

18. **SHIPPING POINT**
19. **GROSS SHIPPING WEIGHT**
20. **INVOICE NO.**
21. **MAIL INVOICE TO**: See Invoicing Instructions
22. **UNITED STATES OF AMERICA BY**: Donata A. Sikon-Amato
23. **NAME (Typed)**: Donata A. Sikon-Amato

**OPTIONAL FORM 347** (Rev. 12/2010)
Preceded by SASKA (12) OR 5219A

**AUTHORIZED FOR LOCAL REPRODUCTION**
**PREVIOUS EDITION NOT USABLE**
**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

**DATE OF ORDER**: 09/30/2016  
**CONTRACT NO.**: HSHQDC-13-D-E2104  
**ORDER NO.**: HSSCG-16-J-00084

---

### SUPPLIES/SERVICES

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**The Period of Performance**  
09/30/2016 to 03/29/2018 includes options that will not be exercised upon award.

The Period of Performance are:
- **Base Period**: 09/30/2016 to 03/29/2017
- **Option Period I**: 03/30/2017 to 09/29/2017
- **Option Period II**: 09/30/2017 to 03/29/2018

**AAP Number**: None  
**DO/DPSAS Rating**: NONE

**Program Management** (Not Separately Priced)

**Accounting Info**:
- ITFADS0 OIT EX 20-05-00-000
- 20-00-0000-00-00-00 GE-25-86-00
- 000000
- Funded: $0.00

**Management Lead**

**Accounting Info**:
- ITFADS0 OIT EX 20-05-00-000
- 20-00-0000-00-00-00 GE-25-86-00
- 000000

**Technical Lead** (b)(4)

**Accounting Info**:
- ITFADS0 OIT EX 20-05-00-000
- 20-00-0000-00-00-00 GE-25-86-00
- 000000

**Optional Technical Lead (Agile Development Teams 6-10)** (b)(4)

**Amount**: Option Line Item  
**Anticipated Exercise Date**: 12/25/2016

**Accounting Info**:
- Funded: $0.00

Continued...

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**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(b)(4))**
## ORDER FOR SUPPLIES OR SERVICES
### SCHEDULE - CONTINUATION

**DATE OF ORDER:** 09/30/2016  
**CONTRACT NO.:** HSHQDC-13-D-E2104  
**ORDER NO.:** HSSCG-16-J-00084

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

### DATE OF ORDER · CONTRACT NO.
09/30/2016  
HSHQDC-13-D-E2104

### ITEM NO.  |  SUPPLIES/SERVICES  |  QUANTITY ORDERED  |  UNIT  |  UNIT PRICE  |  AMOUNT  |  QUANTITY ACCEPTED
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Accounting Info:  
Funded: $0.00  
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0002  |  Agile DevOps Development Team 1  
Accounting Info:  
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00-00-0000-00-00-00 GE-25-86-00  
000000  
Funded:  
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0003  |  Agile DevOps Development Team 2  
Accounting Info:  
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00-00-0000-00-00-00 GE-25-86-00  
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0004  |  Agile DevOps Development Team 3  
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00-00-0000-00-00-00 GE-25-86-00  
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0005  |  Agile DevOps Development Team 4  
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0006  |  Agile DevOps Development Team 5  
Accounting Info:  
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TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

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## ORDER FOR SUPPLIES OR SERVICES

### SCHEDULE - CONTINUATION

**DATE OF ORDER**: 09/30/2016  
**CONTRACT NO.**: HSHQDC-13-D-E2104  
**ORDER NO.**: HSSCCG-16-J-00084

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

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<th>ITEM NO.</th>
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<th>QUANTITY ORDERED</th>
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### OAT OF ORDER
09/30/2016

### CONTRACT NO.
HSHQDC-13-D-E2104

### ORDER NO.
HSSCCG-16-J-00084

### AMOUNT:

- 0007 AG: $0.00
- 0007 AH: $0.00
- 0007 AI: $0.00
- 0007 AJ: $0.00
- 0008: $0.00
- 0009: $0.00

### Anticipated Exercise Date:
03/29/2017

### Accounting Info:
- Funded: $0.00

### TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h))

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**b)(4)**

---

**AUTHORIZED FOR LOCAL REPRODUCTION**

**PREVIOUS EDITION NOT USEABLE**

---

**TOLLAL FORM 548 (Rev. 10/09)**

---

(b)(4)
ITEM NO. | SUPPLIES/SERVICES | QUANTITY ORDERED | UNIT | UNIT PRICE | AMOUNT | QUANTITY ACCEPTED |
---|---|---|---|---|---|---|
0010 | Outside of Normal Duty Hours Incidents (Weekend/Holiday) | 8 EA | | | | |
0011 | Outside of Normal Duty Hours (Ongoing Weekend Releases) | 26 EA | | | | |
1001 | Program Management | 6 MO | | | | |
| | Amount: $0.00 (Option Line Item) | | | | |
| | Anticipated Exercise Date: 03/29/2017 | | | | |
| | (Not Separately Priced) | | | | |
| | Accounting Info: | | | | |
| | Funded: $0.00 | | | | |
1001 AA | Technical Lead | 6 MO | | | | |
| | Amount: | | | | |
| | Anticipated Exercise Date: 03/29/2017 | | | | |
| | Accounting Info: | | | | |
| | Funded: $0.00 | | | | |
1001 AB | Technical Lead | 6 MO | | | | |
| | Amount: | | | | |
| | Anticipated Exercise Date: 03/29/2017 | | | | |
| | Accounting Info: | | | | |
| | Funded: $0.00 | | | | |
1001 AC | Optional Technical Lead (Agile Development Continued ...) | 6 MO | | | | |
### ORDER FOR SUPPLIES OR SERVICES

**SCHEDULE - CONTINUATION**

**DATE OF ORDER**: 09/30/2016  
**CONTRACT NO.**: HSHQDC-13-D-E2104  
**ORDER NO.**: HSSCCG-16-J-00084

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

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**Anticipated Exercise Date**: 03/29/2017

**Accounting Info:**

- Funded: $0.00

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

**AUTHORIZE FOR LOCAL REPONDUCTION**

**PREVIOUS EDITION NOT USABLE**

**OPTIONAL FORM 348 (Rev. 4/2006)**

**PAGE NO**: 7
## ORDER FOR SUPPLIES OR SERVICES
### SCHEDULE - CONTINUATION

**DATE OF ORDER**: 09/30/2016  
**CONTRACT NO.**: HSHQDC-13-D-E2104  
**ORDER NO.**: HSSCCG-16-J-00084

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|          | Funded: $0.00       |
| 1007 AB  | Agile DevOps Development Team 7 | 6 MC             |            | 0.00    |
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|          | Accounting Info:  
|          | Funded: $0.00       |
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|          | Accounting Info:  
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|          | Funded: $0.00       |

**Accounting Info:**  
Funded: $0.00  
Optional Line Item  
Anticipated Exercise Date: 03/29/2017  
(Not Separately Priced)

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h)):

**AUTHORIZE FOR LOCAL REPRODUCTION**  
**PREVIOUS EDITION NOT USABLE**  

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**PAGE NO**: 8

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**OPTIONAL FORM 348 (Rev. 4/2006)**  
**Prescribed by GSA FAR (old CFR) (302108)**
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Accounting Info:
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Anticipated Exercise Date: 09/30/2017
## ORDER FOR SUPPLIES OR SERVICES
### SCHEDULE - CONTINUATION

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

**DATE OF ORDER** | **CONTRACT NO.** | **ORDER NO.**  
--- | --- | ---  
09/30/2016 | HSHQDC-13-D-E2104 | HSSCCG-16-J-00084  

### ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | QUANTITY ACCEPTED
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| Amount: $0.00 (Option Line Item) |  |  |  |  |  |  
| Anticipated Exercise Date: 09/30/2017 |  |  |  |  |  |  
| (Not Separately Priced) |  |  |  |  |  |  
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| Funded: $0.00 |  |  |  |  |  |  
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| Amount: |  |  |  |  |  |  
| Anticipated Exercise Date: 09/30/2017 |  |  |  |  |  |  
| Accounting Info: |  |  |  |  |  |  
| Funded: $0.00 |  |  |  |  |  |  
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2007 AF | Agile DevOps Development Team 11 | 6 MO | $0.00 | 0.00  
| Continued ... |  |  |  |  |  |  

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

$0.00

**AUTHORIZED FOR LOCAL REPRODUCTION**

**PREVIOUS EDITION NOT USABLE**

**OPTIONAL FORM 348 (Rev. 4/2000)**

**Prescribed by GSA FAR (DoD CFR) 537108**

(b)(4)
ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

DATE OF ORDER: 09/30/2016
CONTRACT NO.: HSHQDC-13-D-22104
ORDER NO.: HSSCG-16-J-00084

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AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE
**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

**DATE OF ORDER**: 09/30/2016  
**CONTRACT NO.**: HSHQDC-13-D-E2104  
**ORDER NO.**: HSSCCG-16-J-00084

### Important
Mark all packages and papers with contract and/or order numbers.

**Accounting Info:**  
Funded: $0.00

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Amount: [Option Line Item]  
Anticipated Exercise Date: 09/30/2017

**Accounting Info:**  
Funded: $0.00

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Outside of Normal Duty Hours (Ongoing Weekend Releases)  
Amount: [Option Line Item]  
Anticipated Exercise Date: 09/29/2017

**Accounting Info:**  
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**USCIS COR Sheila Murali**  
Email: sheila.m.murali@uscis.dhs.gov  
Phone: 202-272-0930

**USCIS Contract Specialist Stuart Sellears**  
Email: stuart.sellears@uscis.dhs.gov  
Phone: 802-872-4165

**USCIS Contracting Officer Donata Sikom-Amato**  
Email: donata.a.sikon-amato@uscis.dhs.gov  
Phone: 802-872-4523

The total amount of award:  
The obligation for this award is shown in box 17(i).
1. OVERVIEW

FADS II will provide United States Citizenship and Immigration Services (USCIS) with a Flexible Agile Development capability to accomplish Information Technology (IT) development projects across USCIS. FADS II 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 II 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 II contractors will participate in blazing new trails and innovating new ways to deliver government IT services.

2. USCIS MISSION AND GOALS

The Department of Homeland Security (DHS), 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.
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 USCIS’s processes. ELIS will take the immigration benefit process from a paper-based to an electronic environment and enable USCIS 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 USCIS, the responsibilities are broad and the Office of Information Technology (OIT) supports and develops a wide range of systems that fulfill USCIS's needs. The FADS II contract will provide development services for ELIS and other USCIS systems.

USCIS is currently moving towards 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 or public cloud infrastructure. ELIS will be the first USCIS system to transition to this new architecture.

4. FADS II VISION

FADS II will provide high-productivity Flexible Agile Development Services to help move USCIS toward its envisioned state of a technologically innovative, state-of-the-art, electronic and customer-centric architecture to support USCIS’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 II 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 USCIS. 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 (CI/CD), Testing, Quality Assurance and Training Development for fielded capability.

The FADS II contractors will be expected to work with a technical architecture and design specified by the government, and to work within the Agile process and Systems Engineering Life Cycle (SELC) frameworks defined by the government team. Individual development teams will
include government employees functioning as Product Owners and Subject Matter Experts. Teams may also have participation from Independent Validation & Verification (IV&V) testers. FADS II 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, product and release backlogs, reliability metrics, and usage metrics that will be the basis for the FADS II 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 II 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 Subject Matter Experts (SMEs) and business analysts will determine whether or not acceptance criteria have been satisfied. USCIS may adopt other Agile processes such as Kanban and Lean, and the contractor will be expected to conform its processes to these approaches.

FADS II 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 each Agile Development team as a DHS trusted Section 508 tester. The providers of FADS II 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 or critical changes to existing functionality as identified and prioritized by the Government product owners. FADS II teams will be responsible for providing continuous production support and maintenance of USCIS systems. FADS II 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 II 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 II contractors shall participate in the deployment pipeline, which will be managed by different contractor and USCIS teams.

5.1 Technical Landscape

The contractor shall use DHS/USCIS development and test environments, including the public cloud.

The USCIS technical landscape is shifting from a proprietary Commercial Off The Shelf (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 II 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 II contractors will have the opportunity to influence the development and test tool suite if sufficient justification is presented. FADS II contractors shall have expertise in the technologies used in the new ELIS architecture. Some items in the list below may change at the discretion of the USCIS Architecture and Design team. FADS II contractors are responsible for developing expertise on new or changed technologies.

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</tbody>
</table>
Table 1: Current Development and Test Tool Suite

<table>
<thead>
<tr>
<th>Name</th>
<th>Version</th>
<th>Manufacturer</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>GitHub Enterprise</td>
<td></td>
<td>GitHub</td>
<td>Hosted code management</td>
</tr>
<tr>
<td>Gradle</td>
<td>1.0rc3</td>
<td>Gradle.org</td>
<td>Open source build automation tool</td>
</tr>
<tr>
<td>Hibernate</td>
<td>4</td>
<td>JBoss</td>
<td>Open source object / relational mapping library for Java</td>
</tr>
<tr>
<td>Java</td>
<td>1.8</td>
<td>Oracle</td>
<td>Language for software development</td>
</tr>
<tr>
<td>Jira</td>
<td></td>
<td>Atlassian</td>
<td>COTS ALM tool</td>
</tr>
<tr>
<td>JBoss Application Server</td>
<td>7.0.2</td>
<td>JBoss</td>
<td>Open source application server</td>
</tr>
<tr>
<td>JBoss Rules Engine</td>
<td>5</td>
<td>JBoss</td>
<td>Open source rules engine</td>
</tr>
<tr>
<td>Jenkins</td>
<td>1.4</td>
<td>Jenkins CI</td>
<td>Open source continuous integration server</td>
</tr>
<tr>
<td>JUnit</td>
<td></td>
<td></td>
<td>Unit testing</td>
</tr>
<tr>
<td>Liquibase</td>
<td>2.0.5</td>
<td>Liquibase.org</td>
<td>Open source database source code control</td>
</tr>
<tr>
<td>MongoDB</td>
<td>2.4</td>
<td>10gen, Inc</td>
<td>Open source document oriented database system</td>
</tr>
<tr>
<td>Nexus</td>
<td>2.1</td>
<td>Sonatype</td>
<td>Open source repository manager</td>
</tr>
<tr>
<td>Oracle Database</td>
<td>11gR2</td>
<td>Oracle</td>
<td>Commercial database</td>
</tr>
<tr>
<td>Slack</td>
<td></td>
<td>Slack</td>
<td>Collaboration tool</td>
</tr>
<tr>
<td>Selenium</td>
<td></td>
<td></td>
<td>Browser testing in Firefox</td>
</tr>
<tr>
<td>Spring Framework</td>
<td>3.1.0e3.8</td>
<td>SpringSource.org</td>
<td>Open source Java framework</td>
</tr>
<tr>
<td>Drools</td>
<td></td>
<td>Apache</td>
<td>Open source rules engine</td>
</tr>
</tbody>
</table>

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 II VISION. FADS II contractor shall provide 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. As the technical landscape evolves, the skills of the contractor’s teams must also evolve.

6.1 Provide Agile Teams

a) Contractor shall provide Agile DevOps 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.
b) Contractor shall provide an Agile DevOps team capable of deploying code to a public cloud. The contractor shall partner with IT operations staff to ensure that software runs according to business requirements. The contractor shall support and deliver practical processes and foster collaboration between development and IT operations. The contractor will be working in DevOps-mode and shall be proactive in monitoring rather than reactive to alerts. Under the DevOps model, developers shall continue to have visibility to the code even after it goes to production. Developers shall participate in the delivery of the code from creation to running in the pipeline to deployment and then maintenance.

c) All teams, at all times shall include nine (9) FTE information technology professionals. The contractor’s commitment is to provide fully-staffed, fully functional teams. The skills of the team members must evolve over time as the technical landscape evolves. An individual will only serve on a team when that person’s skills match the needed work.

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) The 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) The contractor 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) The contractor shall develop code and other artifacts against the user stories documented in task 6.2.a or as assigned by the government.

d) The contractor shall provide traceability of all corrected defects back to the original User Story

e) The contractor should regularly validate their user interface mockups and perform usability testing with Field Operations personnel, including subject matter experts and regular users.

6.3 Code Quality and Standards Compliance

a) The contractor shall develop code that does not add new technical debt to a release; however, there may be instances where technical debt is unavoidable and may be incurred with the government’s approval. In these cases, the contractor shall actively
work to decrease technical debt; the contractor shall correct any defects identified by
testers, code reviewers, automated tools, or as part of the CI/CD activities etc.

b) The 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 shall architect, develop, and deploy software in accordance with industry
best practices. This includes, but is not limited to, following 12 Factor App
development practices (12factor.net), building stateless microservices, and deploying
software with zero downtime. The contractor shall stay fluent with industry best
practices as they evolve.

d) The contractor’s code shall meet the functional and non-functional requirements, meet
database development requirements, meet testing requirements, and be deployable and
fully tested in preparation for USCIS OIT Independent Validation & Verification
(IV&V) review.

e) The contractor shall ensure that defect corrections are fully tested before deployment.

6.4 Test, Integration and Deployment

a) The contractor shall be responsible for creating test cases and automated test scripts to
support test automation activities and thoroughly testing the code.

b) The contractor shall collaborate with other teams to support test-driven, continuous
code integration.

c) The contractor shall share test scripts (manual and automated) as needed with other
testing entities.

d) The contractor shall work to increase the coverage, quality, and speed of existing tests,
and shall hold new tests to the highest standards.

e) The contractor shall assist with crafting validation steps (both positive and negative
testing) for user acceptance testing on an as needed basis.

f) The 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.

g) The contractor shall thoroughly test changes before committing them into the CI
pipeline.

h) The contractor shall use their DevOps personnel to perform deployments of some or all
code directly to production, as directed by the Government. This includes writing and
maintaining their deployment scripts. In some or all cases, this deployment may be done
without direct involvement from the Integration and Configuration or IT Operations
teams. All code must successfully pass automated integration and testing before
deployment.
6.5 Quality Control and Production Support

a) The contractor shall create a Quality Management Plan.

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

c) The contractor shall respond to production incidents, including but not limited to, breakages of functionality, system outages, performance problems, or user complaints. This responsibility includes, but is not limited to, investigating and triaging incidents, rolling systems back to earlier states, developing and deploying fixes (on software they may or may not have developed), engaging with other contractors and federal employees to fix related systems, and running incident retrospectives to ensure permanent fixes.

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 USCIS 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

Key Personnel is required for a successful performance of this task order. The contractor shall provide statements of qualifications for individuals identified as key personnel within ten (10) calendar days after the date of the award. All key personnel shall be current full time employees, with the following exception. The contractor may fill two (2) of the technical lead positions with a subcontractor based on qualifications outlined within this section, with prior Contracting Officer approval however the management lead position must be filled with an employee of the prime. Contingent hires will not be accepted as key personnel. The contractor shall identify key personnel who shall be the Management Lead for the task order as a whole and the Technical Lead(s). The first Technical Lead will be responsible for the first five (5) Agile Development Teams and the additional Technical Lead(s) will be responsible for additional Agile Development Teams as assigned when Optional CLINs are exercised. 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. Before replacing any individual designated as Key Personnel, the contractor shall notify the Contracting Officer no less than 15 calendar days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s) in accordance with HSAR Clause 3052.215-70 Key Personnel or Facilities. The government reserves the right to reject any proposed replacement that does not demonstrate extensive development in the Agile methodology and experience using many of the tools included in the Development Test Tool Suite.

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 and accompanied by the Technical Lead(s) when requested. The Management Lead shall be a single point of contact for resolution of contract related issues.

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 (NTP), the contractor transition in will begin with the first sprint. A NTP will not be issued by the Contracting Officer until such time as satisfactory suitability determinations have been received and successfully processed by the USCIS Office of Security & Integrity for an entire Agile team. Knowledge acquisition for new contractor teams and transition/cut over for prior contractor teams is expected to be completed within 60 calendar days.

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 or operations. 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 Government-Furnished Property (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 Out Plan template, the contractor shall complete it as assigned; otherwise the contractor shall submit a Transition Out Plan at the direction of the government. The Transition Out Plan shall:

- Document the strategic approach
- Identify equipment, hardware, software, documents and other artifacts that are included in the transition
- Document milestones and schedules
- Document work in progress
- Identify transition risks and risk mitigation
- Define roles and responsibilities
- Define transition approval authorities and lines of communication

A Transition Out Plan shall be delivered 30 calendar days prior to the task order expiration date or, if directed by the government, 30 calendar days prior to the end of each option period. The Transition Out 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-calendar day review and approval process is not included in the 30-calendar 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 Program Manager (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.
U.S. Citizenship and Immigration Services
Performance Work Statement

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:

- 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Frequency of Delivery</th>
<th>Acceptable Formats</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-process application code</td>
<td>Continuously, with each build</td>
<td>Application source code</td>
</tr>
<tr>
<td>Shippable application code</td>
<td>Continuously, with each commit</td>
<td>Application source code and compiled code</td>
</tr>
<tr>
<td>Quality Management Plan Updates</td>
<td>30 days after Notice To Proceed (NTP)</td>
<td>MS Word 2010</td>
</tr>
<tr>
<td>Agile development lifecycle documents, such as System Design Document (SDD), etc.</td>
<td>Each release</td>
<td>MS Word 2010</td>
</tr>
<tr>
<td>Status Briefings, such as presentations, database extractions, meeting reports, burndown charts, etc.</td>
<td>As directed</td>
<td>MS Word 2010, Excel, Visio, or PowerPoint</td>
</tr>
</tbody>
</table>
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 a reasonable time after receipt of task order deliverables.
- 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 will be at the Government-provided work site. 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.

However, USCIS may permit telecommuting by contractor employees in future option periods when it is determined to be in the best interest of USCIS in order to meet work requirements. The contractor will be required to submit a Corporate Telework Plan subject to review and approval by USCIS FADS II Program Manager, COR and Contracting Officer. The authorization from USCIS will be required prior to implementing the contractor's Corporate Telework Plan.
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 including evenings, holidays and weekends upon COR direction, and given an advanced notice if possible. The outside of normal duty hours’ support is expected for outages, releases and potential development. USCIS Government employees must be present during such instances. The contractor shall be available during this time period.

10.3 Travel

For further guidance, please refer to EAGLE II contract section H.6.1 Travel Costs (Including Foreign Travel).

11 Performance Criteria

FADS II 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 as a basis for past performance reporting, and will affect the Contracting Officer’s determination to exercise Optional periods and Optional line items for additional Agile teams. It is anticipated that FADS II 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 and review of incident responses 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 II. 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 II 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 II 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 (ratings 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 COR, 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.
Section C- Task Order Clauses

Federal Acquisition Regulation (FAR) clauses incorporated by reference

52.217-8 Option to Extend Services (Nov 1999)
Fill-in: 30 days before the end of the task order.

52.227-14 Rights in Data—General (May 2014)
Alternate III (Dec 2007)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

Federal Acquisition Regulation (FAR) clauses incorporated in full text

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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order 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 18 months.

52.252-4 Alterations in Contract (Apr 1984)
Portions of this contract are altered as follows: Use of the word “contract” is understood to mean “task order” whenever such application is appropriate.

Homeland Security Acquisition Regulation (HSAR) clauses incorporated in Full Test

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 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 enable the Contracting Officer to evaluate the potential impact of the change on this contract. The contractor shall not replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

Management Lead – EAGLE Organizational Change Consultant Level III
ADDITIONAL INVOICING INSTRUCTIONS

(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

EXPECTATION OF CONTRACTOR PERSONNEL
The Government expects competent, productive, qualified IT professionals to be assigned to the Agile teams. The Contracting Officer may, by written notice to the Contractor, require the contractor to remove any employee that is not found to be competent, productive, or a qualified IT professional.

**PERFORMANCE REPORTING**

The Government intends to record and maintain contractor performance information for this task order in accordance with FAR Subpart 42.15. The contractor is encouraged to enroll at www.cpars.gov so it can participate in this process.

**FINAL PAYMENT**

As a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out of or under this contract shall be completed. A release of claims will be forwarded to the contractor at the end of each performance period for contractor completion as soon thereafter as practicable.

**GOVERNMENT-FURNISHED PROPERTY**

(a) Upon the Contractor's request that a Contractor employee be granted access to a Government automated system and the Government's approval of the request, the Government will issue the following equipment to that employee by hand receipt:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>QTY</th>
<th>unit</th>
<th>unit acquisition cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laptop computer</td>
<td>1</td>
<td>EA</td>
<td>$4,500</td>
</tr>
<tr>
<td>PIV Card</td>
<td>1</td>
<td>EA</td>
<td>$500</td>
</tr>
<tr>
<td>Mobile Device</td>
<td>1</td>
<td>EA</td>
<td>$500</td>
</tr>
</tbody>
</table>

(b) The Government will issue this equipment to no more than nine (9) contractor employees per Agile Development Team and to the Program Manager and Technical Lead(s).

(c) The Contractor is responsible for all costs related to making this equipment available for use, such as payment of all transportation costs. The Contractor bears full responsibility for any and all loss of this equipment, whether accidental or purposeful, at full replacement value.

(d) This equipment will be provided on a rent-free basis for performance under this contract (or task order). It shall not be used for any non-contract or non-governmental purpose. The Contractor shall ensure the return of the equipment immediately upon the demand of the Contracting Officer or the end of contract (or task order) performance.

(e) A Contractor request may be for a subcontractor employee. If so, the Contractor retains all the responsibilities of this clause for equipment issued to that employee.

**HSAR CLAUSES INCORPORATED**

HSAR clause 3052.204-71 in section I.4.2 of the parent EAGLE II Contract applies.
NOTICE TO PROCEED (NTP)

(a) Performance of the work requires unescorted access to Government facilities or automated systems, and/or access to sensitive but unclassified information. The Attachment titled Security Requirements applies.

(b) The Contractor is responsible for submitting packages for employees who will receive favorable Entry-On-Duty (EOD) decisions and suitability determinations, and for submitting them in a timely manner. USCIS EOD process takes approximately 60 calendar days from a receipt of complete EOD packages. A Government decision not to grant a favorable EOD decision or suitability determination, or to later withdraw or terminate such, shall not excuse the Contractor from performance of its obligations under these task orders.

(c) The Contractor shall submit background investigation packages immediately following task order award(s).

(d) This task order(s) does not provide for direct payment to the Contractor for EOD efforts. Work for which direct payment is not provided is a subsidiary obligation of the Contractor.

(e) The Government intends for full performance to begin no later than 60 calendar days after task order award(s). The contracting officer will issue a notice to proceed (NTP) at least one day before full performance is to begin.

A NTP will not be issued by the Contracting Officer until such time as satisfactory suitability determinations have been received and successfully processed by the USCIS Office of Security & Integrity for an entire Agile team.

POSTING OF CONTRACT (OR ORDER) IN FOIA READING ROOM

(a) The Government intends to post the contract (or order) resulting from this solicitation to a public FOIA reading room.

(b) Within 30 days of award, the Contractor shall submit a redacted copy of the executed contract (or order) (including all attachments) suitable for public posting under the provisions of the Freedom of Information Act (FOIA). The Contractor shall submit the documents to the USCIS FOIA Office by email at foiaerr.nrc@uscis.dhs.gov with a courtesy copy to the contracting officer.

(c) The USCIS FOIA Office will notify the contractor of any disagreements with the Contractor’s redactions before public posting of the contract or order in a public FOIA reading room.
# Section D—List of Attachments

<table>
<thead>
<tr>
<th>Attach No.</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Security Requirements for Unclassified Information Technology Resources</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Security Requirements – Security Clause 5 w/IT</td>
<td>8</td>
</tr>
<tr>
<td>3</td>
<td>Safeguarding of Sensitive Information</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>Information Technology Security and Privacy Training</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Accessibility Requirements (Section 508)</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>DHS Enterprise Architecture Compliance</td>
<td>1</td>
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<td>7</td>
<td>Capitalized Property, Plant and Equipment Assets Internal Use Software</td>
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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.
U.S. Citizenship and Immigration Services
Office of Security and Integrity – Personnel Security Division

SECURITY REQUIREMENTS

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.

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).

BACKGROUND INVESTIGATIONS
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
7. ER-856, “Contract Employee Code Sheet”

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.

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](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 \[10 \text{ business days unless a different number is inserted}\] from their EOD date to comply with HSPD-12. For existing EODs, contractor employees have \[10 \text{ business days unless a different number of days is inserted}\] 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](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


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.

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.

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:

- Executive Order 12958, Classified National Security Information, as amended.
- Executive Order 13231, Critical Infrastructure Protection in the Information Age, October 16, 2001
- DHS Sensitive Systems Policy Publication 4300A v2.1, July 26, 2004
- DHS National Security Systems Policy Publication 4300B v2.1, July 26, 2004
- Department of State 12 FAM 500, Information Security, October 1, 1999.
- National Institute of Standards and Technology (NIST) Special Publications for computer security and FISMA compliance.

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 I 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).

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.

**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.

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.
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.
SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual’s identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as 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.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

(1) Truncated SSN (such as last 4 digits)
(2) Date of birth (month, day, and year)
(3) Citizenship or immigration status
(4) Ethnic or religious affiliation
(5) Sexual orientation
(6) Criminal History
(7) Medical Information
(8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) Authorities. The Contractor shall follow all current versions of Government policies and guidance accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors, or available upon request from the Contracting Officer, including but not limited to:

(1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
(2) DHS Sensitive Systems Policy Directive 4300A
(3) DHS 4300A Sensitive Systems Handbook and Attachments
(4) DHS Security Authorization Process Guide
(5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information  
(6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program  
(7) DHS Information Security Performance Plan (current fiscal year) (8) DHS Privacy Incident Handling Guidance  
(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at http://csrc.nist.gov/publications/PubsSPs.html  

(d) **Handling of Sensitive Information.** Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCU, SSI, etc. The DHS Sensitive Systems Policy Directive 43004 and the DHS 43004 Sensitive Systems Handbook provide the policies and procedures for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.
(e) Authority to Operate. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.


(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government’s acceptance of the ATO does not alleviate the Contractor’s responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans
and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at http://www.dhs.gov/privacy-compliance.

(2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include
restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) Sensitive Information Incident Reporting Requirements.

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer’s email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

(i) Data Universal Numbering System (DUNS);
(ii) Contract numbers affected unless all contracts by the company are affected;
(iii) Facility CAGE code if the location of the event is different than the prime contractor location;
(iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
(v) Contracting Officer POC (address, telephone, email);
(vi) Contract clearance level;
(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
(viii) Government programs, platforms or systems involved;
(ix) Location(s) of incident;
(x) Date and time the incident was discovered;
(xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
(xii) Description of the Government PII and/or SPII contained within the system;
(xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
(xiv) Any additional information relevant to the incident.

(g) Sensitive Information Incident Response Requirements.

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
   (i) Inspections,
   (ii) Investigations,
   (iii) Forensic reviews, and
   (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) Additional PII and/or SPII Notification Requirements.

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor’s use of address verification and/or address location services. At a minimum, the notification shall include:
   (i) A brief description of the incident;
   (ii) A description of the types of PII and SPII involved;
   (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
   (iv) Steps individuals may take to protect themselves;
(v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
(vi) Information identifying who individuals may contact for additional information.

(i) Credit Monitoring Requirements. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
   (i) Triple credit bureau monitoring;
   (ii) Daily customer service;
   (iii) Alerts provided to the individual for changes and fraud; and
   (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:
   (i) A dedicated telephone number to contact customer service within a fixed period;
   (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
   (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
   (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
   (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
   (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(End of clause)
INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Security Training Requirements.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail
copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)
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:

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.

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.

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. 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 meets some but not all of the standards, the bureau 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 bureau’s 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.
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 Homeland Security Enterprise Architecture (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.”
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.

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:


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

   ii. Coding

   iii. Installation to hardware

   iv. Testing, including parallel processing phase


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.
## NCI’s Eagle II Labor Categories and Levels

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