Company Name:
Electronic Data Systems Corporation

Contract Number:
GS-35F-0323J (GS35F0323J)

Order Number:
HSCEOP-07-F-01158 (HSCEOP07F01158)

Requisition/Reference Number:
SDD-07-DC06 (SDD07DC06)

Latest Modification Processed:
P00007

Period of Performance:
09/01/2007 through 02/28/2009

Services Provided:
Provides funding for the development of the Enforce Alien Removal Module (EARM) Version 2.
**ORDER FOR SUPPLIES OR SERVICES**

**1. DATE OF ORDER**
08/21/2007

**2. CONTRACT NO. (If any)**
GS-35F-0323J

**3. ORDER NO.**
HSCEOP-07-F-01158

**4. REQUISITION/REFERENCE NO.**
SDD-07-DC06

**5. ISSUING OFFICE** (Address correspondence to)
ICE/Info Tech Svs/OCIO/Admin Ph Svc
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

**6. SHIP TO:**

**b. STREET ADDRESS**
425 I Street NW
Rm 2208

**c. CITY**
Washington

**d. STATE**
DC

**e. ZIP CODE**
20536

**7. TO:**

**a. NAME OF CONTRACTOR**
ELECTRONIC DATA SYSTEMS CORPORATION

**b. COMPANY NAME**

**c. STREET ADDRESS**
13600 EDS DRIVE
MAILSTOP A6N-D48

**d. CITY**
HERNDON

**e. STATE**
VA

**f. ZIP CODE**
20171-2225

**8. TYPE OF ORDER**

**a. PURCHASE REFERENCE YOUR:**

**b. DELIVERY**
Exempt from billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

**9. ACCOUNTING AND APPROPRIATION DATA**

SEE ATTACHMENT A

**10. REQUISITIONING OFFICE**

**11. BUSINESS CLASSIFICATION** (Check appropriate box(es))

- [ ] a. SMALL
- [ ] b. OTHER THAN SMALL
- [ ] c. DISADVANTAGED
- [ ] d. WOMEN-OWNED
- [ ] e. HUBZone
- [ ] f. EMERGING SMALL BUSINESS
- [ ] g. SERVICE-/DISABLED VETERAN-OWNED

**12. F.O.B. POINT**

**Destination**

**13. PLACE OF DELIVERY TO**

**a. INSPECTION Destination**

**b. ACCEPTANCE Destination**

**14. GOVERNMENT BILL NO.**

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

**16. DISCOUNT TERMS**

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

**ITEM NO.**

<table>
<thead>
<tr>
<th>(a)</th>
</tr>
</thead>
</table>

**SUPPLIES OR SERVICES**

<table>
<thead>
<tr>
<th>(b)</th>
</tr>
</thead>
</table>

**QUANTITY ORDERED**

<table>
<thead>
<tr>
<th>(c)</th>
</tr>
</thead>
</table>

**UNIT PRICE**

<table>
<thead>
<tr>
<th>(d)</th>
</tr>
</thead>
</table>

**AMOUNT**

<table>
<thead>
<tr>
<th>(f)</th>
</tr>
</thead>
</table>

**QUANTITY ACCEPTED**

<table>
<thead>
<tr>
<th>(g)</th>
</tr>
</thead>
</table>

**18. SHIPPING POINT**

**19. GROSS SHIPPING WEIGHT**

**20. INVOICE NO.**

**21. MAIL INVOICE TO:**

**a. NAME**
Francine Cox, COTR

**b. STREET ADDRESS**
U.S. Dept. of Homeland Security
Immigration and Customs Enforcement
801 I Street, NW
6th Floor

**c. CITY**
Washington

**d. STATE**
DC

**e. ZIP CODE**
20001

**22. UNITED STATES OF AMERICA**

**23. NAME (Typed)**
JoNelle M. Hildreth

**TITLE:** CONTRACTING/ORDERING OFFICER

**AUTHORISED FOR LOCAL REPRODUCTION**

**PREVIOUS EDITION NOT USABLE**
invoice to the Contracting Officer's Technical Representative (COTR) at the address specified below for certification of services/supplies rendered in order to make invoice payments.

COTR:
Francine Cox, COTR
Office of the Chief Information Officer
801 I Street, NW
Washington, D.C. 20001
Tel: 202-732-

The COTR is responsible for the accounting and receipt of any goods and/or services requisitioned for the Program Office, and forwarding a copy of the original invoice (signed acknowledging that "All Corresponding Goods and Services Have Been Received") to the Office of Acquisitions, which in turn will forward them to the Dallas Finance Center (DFC) for payment. Payment inquiries should be directed to DFC Customer Service at (214) 915-6161.

The work will be done in accordance with Attachment B, "Statement of Work". This is a Labor Hour (LH) order with several ODC line items.

This order consists of a Base Period, which runs from September 1, 2007 to August 31, 2008.

Labor Hour Order:
See attachment C, "Pricing" for a breakdown. Note that these labor categories are to be utilized only as needed.
Total Labor Hour Price = $ (Estimated)

ODC:
See attachment C, "Pricing" for a breakdown. Note that these ODC line items are to be utilized only as needed.
Total ODC Price = $ (Estimated)

Continued ...
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(i))

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

DATE OF ORDER: 08/21/2007
CONTRACT NO: GS-35F-0323J
ORDER NO: HSCBOP-07-F-01158

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED (C)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
<th>QUANTITY ACCEPTED (G)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>FUNDING FOR DEVELOPMENT OF ENFORCE ALIEN REMOVAL MODULE (EARM) VERSION 2.</td>
<td>1 EA</td>
<td>8,030,142.00</td>
<td>8,030,142.00</td>
<td>1 EA</td>
</tr>
</tbody>
</table>

Total Base Period Price = $8,030,142.00 (Estimated)

Please note that Contractor is required to inform the Contractor Officer in writing when 75% of the above-mentioned price figure of $8,030,142.00 is reached.

Funding, in the amount of $8,030,142.00, is hereby provided for the Base Period; this order is fully funded.

The points of contact for this effort are as follows:
Alula Abora, Contract Specialist, (202) 307-6d
Francine Cox, COTR, (202) 732-6d

Period of Performance: 09/01/2007 to 08/31/2008

The total amount of award: $8,030,142.00. The obligation for this award is shown in box 17(i).
ENFORCE Alien Removal Module
(Version 2)
Statement of Work
U.S. Immigration and Customs Enforcement (ICE)

Office of the CIO

Washington, DC
August 8, 2007

FINAL

Procurement Sensitive. This document is confidential and intended solely for the use and information of the company to whom it is addressed.
TABLE OF CONTENTS

1.0 INTRODUCTION ............................................................................................................. 3
  1.1 Purpose .................................................................................................................... 3

2.0 BACKGROUND ............................................................................................................ 3

3.0 PROJECT OVERVIEW ............................................................................................... 3
  3.1 Agile Development Methodology .......................................................................... 4
  3.2 Actions and Decisions ............................................................................................. 4
  3.3 Data Interfaces ......................................................................................................... 4
  3.4 Integration of Existing DRO Systems ....................................................................... 6
  3.5 Person-centric Data Aggregation ............................................................................. 6
  3.6 Operational Reports ................................................................................................. 7
  3.7 Workflow and Scheduling ....................................................................................... 7
  3.8 Single Sign-On w/External Systems ......................................................................... 7
  3.9 Implementation of Documented Enhancements ...................................................... 7

4.0 GENERAL REQUIREMENTS ........................................................................................ 8
  4.1 Create System Lifecycle Management Documentation .......................................... 8
  4.2 Performance Requirements ...................................................................................... 8
  4.3 Architecture Requirements ...................................................................................... 8
  4.4 Development Methodology ..................................................................................... 8
  4.5 Operations and Maintenance ................................................................................... 9

5.0 DELIVERABLES .......................................................................................................... 10
  5.1 SLM Deliverables .................................................................................................. 10
  5.2 Task Project Plans and Schedules .......................................................................... 10
  5.3 Progress Reports and Program Reviews ................................................................. 11
  5.4 Presentations, Demonstrations, and Project Support Materials .............................. 12
  5.5 Acceptance Criteria ............................................................................................... 12
  5.6 Product Acceptance ............................................................................................... 13
  5.7 Non-Disclosure Statements ................................................................................... 13

6.0 GOVERNMENT FURNISHED EQUIPMENT ......................................................... 13

7.0 PLACE OF PERFORMANCE ..................................................................................... 14

8.0 PERIOD OF PERFORMANCE .................................................................................... 14

9.0 SECURITY .................................................................................................................... 14
  9.1 General ................................................................................................................... 14
  9.2 Suitability Determinations ..................................................................................... 14
  9.3 DRO Systems Program Personnel Security Requirements .................................. 15
  9.4 Background Investigations .................................................................................... 15
  9.5 Continued Eligibility ............................................................................................. 16
  9.6 Employment Eligibility ......................................................................................... 16
  9.7 Security Management ............................................................................................ 17
  9.8 Information Technology Security Clearance ....................................................... 17
  9.9 Information Technology Security Training Oversight .......................................... 17
## ATTACHMENT B: STATEMENT OF WORK

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.0</td>
<td>OTHER DIRECT COSTS (ODCS)</td>
<td>18</td>
</tr>
<tr>
<td>11.0</td>
<td>OVERTIME</td>
<td>18</td>
</tr>
<tr>
<td>12.0</td>
<td>PERSONNEL QUALIFICATIONS</td>
<td>18</td>
</tr>
<tr>
<td>12.1</td>
<td>Key Personnel</td>
<td>18</td>
</tr>
<tr>
<td>13.0</td>
<td>APPENDIX</td>
<td>21</td>
</tr>
<tr>
<td>13.1</td>
<td>Acronyms</td>
<td>21</td>
</tr>
</tbody>
</table>
1.0 INTRODUCTION

The Office of Detention and Removal (DRO) is a division of Immigration and Customs Enforcement (ICE).

DRO is the primary enforcement arm within ICE for the identification, apprehension and removal of illegal aliens from the United States. The resources and expertise of DRO are utilized to identify and apprehend illegal aliens, fugitive aliens, and criminal aliens, to manage them while in custody and to enforce orders of removal from the United States. DRO is committed to enforcing our nation’s immigration laws in a fair, effective, and professional manner.

The primary mission of DRO is to promote public safety and national security by ensuring the departure from the United States of all removable aliens through the fair and effective enforcement of the nation’s immigration laws.

DRO faces continued demand to improve its operational performance. The increased demand is the result of a confluence of many factors such as Congressional pressures and public scrutiny of immigration enforcement, organizational realignment within DHS, distributed data, fiscal and staffing constraints, and the lack of required infrastructure, amongst other reasons. In addition, the Department of Homeland Security (DHS) Secure Border Initiative (SBI) has identified the need to further improve the efficiency of the operation.

1.1 Purpose

This document outlines the DRO requirements, objectives, and tasks necessary to complete the development of the ENFORCE Alien Removals Module (EARM) that was awarded under Contract No.263-01-D-0061 Starlight NIH CIO-SP2 GWAC / NIH DHS 2004-C-2198G/DHS Task Order COW-4-D-1050/P00020 on September 29, 2006. The initial award is designated as EARM Version 1 and the additional work that required in this Statement of Work is denoted as EARM Version 2.

2.0 BACKGROUND

DRO averages a detained population of 27,000 aliens per day, and removes over 190,000 aliens on an annual basis, requiring a significant amount of manual transportation coordination between multiple law enforcement entities, including the DHS Office of the Border Patrol, Office of Field Operations, Office of Investigations, and Office of Detention and Removal Operations.

The current system of record for DRO is the Deportable Alien Control System (DACS), a 23-year old mainframe that has remained a steady-state application since its initial deployment. DACS technology consists of COBOL applications that interface with an IDMS hierarchical database.

The Enforcement Integrated Database (EID) was developed to consolidate the booking and detention data of illegal aliens, by providing better statistical and operational reporting metrics while leveraging a modern technical architecture. The EID will be expanded by EARM Version 1, which will include all the relevant subject case data for a removal from the United States.

3.0 PROJECT OVERVIEW

EARM Version 1 is currently under development and will replace the core functionality in DACS by the end of calendar year 2007. Statistical and operational data will be significantly
enhanced in EARM Version 1, however, in order to meet the continued demands placed on DRO an additional development phase will be required to automate the tasks associated with detaining and removing aliens that are removable.

EARM Version 2 will include re-writing current DRO applications, Fugitive Case Management System, Alternatives to Detention, include integration with the Bonds Management Information System (BMIS), and interface with alien-centric data sources that would indicate potential case outcomes of removable aliens.

3.1 Agile Development Methodology

To anticipate changing business needs, EARM Version 2 shall be developed using Agile development methodology. Product shall be delivered in iterations lasting no more than four weeks that are reviewed by the Government. Each iteration using the Agile methodology shall be considered a complete product which includes requirements, development, testing, and documentation.

The Government will provide the appropriate end-user resources on a continual basis to assist with the development of the product as detailed in the following sub-section.

3.2 Actions and Decisions

The “Actions and Decisions” functionality shall be developed to associate business rules with case outcomes. The process shall be automated using all data available to include data from external sources, as specified in the data interfaces.

The Post Order Custody Review (POCR) shall include logic to reset the days in custody due to a change in legal status. The logic shall be embedded in the application, so that all available data regarding a POCR timing reset shall be automatically tracked.

The EREM prototype system shall be used as a source for analyzing and mapping all previously documented actions and decisions.

3.3 Data Interfaces

The data interfaces shall be developed using a National Information Exchange Model (NIEM) standard (where applicable) for retrieving alien-centric data from external sources. The Government will develop Memorandums of Understanding (MOU) with each agency and/or business owner prior to development.

<table>
<thead>
<tr>
<th>Agency</th>
<th>System</th>
<th>Purpose of Interface</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICE</td>
<td>Bonds Management Information System (BMIS)</td>
<td>EARM interface required for general ledger transactions and workflow for bonds, eliminating duplicate data entry.</td>
</tr>
</tbody>
</table>
| ICE    | Treasury Enforcement Case System (TECS) | The interface required to TECS provides a single EARM point of access for:  
  - NCIC for full rap sheets (using FBI number), lookouts, and wants/warrants indicator.  
  - NLETTS for State and Local information on a subject, including driving records, vehicle registration, and detailed wants/warrants. |
<table>
<thead>
<tr>
<th>Agency</th>
<th>System</th>
<th>Purpose of Interface</th>
</tr>
</thead>
</table>
| ICE         | General Counsel Electronic Management System (GEMS) | Indicator of the legal case status and associated information for an alien in proceedings. Provides a single EARM point of access for:  
• EOIR notification of case outcomes.  
• Electronic documents used in proceedings (iManage)  
• Attorney notes from Law Manager |
| CIS         | National File Tracking System (NFTS)        | EARM interface required for automating:  
• Physical location of the A-file and ability to make request.  
• Request to receive/view electronic version of A-file (if available) from document scanning facility. |
| CIS         | Central Index System (CIS)                 | EARM interface required for consolidating subject biographical header information, including the merged A-File data. |
| CIS         | CLAIMS 3/CLAIMS 4                          | EARM interface required for indicating:  
• Whether or not an alien has a benefit pending.  
• Status of Temporary Worker Program filing (when/if applicable) |
| CIS         | AR11                                        | EARM interface required to the system of record for the official change of address. |
| CIS         | Asylum Pre-Screening System (APSS)         | EARM interface required to determine if subject has applied for asylum. |
| CIS         | Refugees, Asylum, and Parole System (RAPS) | EARM interface required to determine if a subject has been admitted to the United States under refugee, asylum, or parole. |
| TSA         | No-fly-list. Terrorist watch list.          | EARM interface required for determining whether or not alien is cleared to board a commercial aircraft. If alien is found on the no-fly-list, a waiver shall be electronically generated/approved prior to boarding a flight. |
| DOJ         | Regional Data Exchange (RDEX)              | Interface to provide subject information in the EID to the DOJ for intelligence purposes. |
| DOJ         | SENTRY                                     | EARM interface required to determine if alien is in BOP custody, project the release date and lodge/verify a detainer for the Criminal Alien Program (CAP). |
| DOJ         | Automated Nationwide System for Immigration Review (ANSIR) | EARM interface to ANSIR for:  
• Scheduling EOIR for case proceedings  
• Interface to BIA for determining appeal status |
| ORR         | TIMS                                        | EARM interface required with the Office of Refugee and Resettlement for tracking the status of juveniles in custody. Provides alerts for removing family units that are not together. |
| U.S. Courts | PACER (Public Access to Court Electronic Records) | EARM interface for obtaining public access to electronic records for Federal Appellate and District courts and the U.S. Party Index/Case.  
• Notification on whether or not a stay is granted.  
• Electronic access to the judgment and conviction documents. |
3.4 Integration of Existing DRO Systems

The following systems shall be re-written or integrated in the EARM architecture:

- Fugitive Case Management System (FCMS) is an incident-based system that tracks leads generated from incoming tips. The leads are tracked as a case through the law enforcement investigative process, including the scheduling and arrest of the fugitive aliens. The system shall be re-written from Visual Basic to the EARM target architecture, and the data shall be migrated from a stand-alone SQL Server 2000 database instance to the EID.

- Alternatives to Detention (ATDP) is the system used to track subjects enrolled with a third-party provider of telephonic monitoring and tracking services. The data is used to reconcile invoices from the third-party provider, and provide statistical reporting. The system shall be re-written from Visual Basic to the EARM target architecture, and the data shall be migrated from a stand-alone SQL Server 2000 database instance to the EID.

- electronic Travel Documents (eTD) is the system used to generate travel documents for aliens that are being repatriated to their country of citizenship. The system shall be integrated with EARM so that it is consistent with existing modules. Travel document information, including photographs, biometrics, and biographical information shall be integrated with the ENFORCE Alien Booking Module to provide an indicator to the arresting entity on the true identity of the subject.

- Bonds Management Information System (BMIS) is the system of record for managing immigration bonds. EARM shall be integrated with the bond workflow and data transaction, eliminating the need for duplicate data entry. A breached bond shall be reconciled with the finance system and an alert shall be generated for the subject. BMIS is based on an IDMS database platform.

- Significant Incident Reporting is the system to record significant incidents, when an incident involves a subject in removal proceedings the information shall be visible in the EARM application via an alert. The system shall be integrated to link incident information to the subject, and shall remain with the subject record as a narrative.

- Significant Event Notification is the system for recording the details of a law enforcement action. The system shall be integrated with EARM to provide a common user interface and workflow.

3.5 Person-centric Data Aggregation

The interfaces shall provide additional resources of person-centric data. The following data attributes shall be aggregated using associated numeric keys (Subject ID #, Case ID #, A#, FINS #, US-VISIT Enumeration #, BOP #, FBI #) in a consolidated view:

- Alerts
- Address
- Aggregated Felon
- Detainers
• Detention Status
• Scars Marks and Tattoos (Distinguishing Characteristics, Photos).
• Central Index System (A-file consolidation)

3.6 Operational Reports
EARM Version 2 shall have twenty (20) additional reports, similar in size and scope to the operational scopes included with EARM Version 1. Existing reports in EARM developed using Jasper technology shall be converted to the target architecture. The reports shall be developed using Hyperion® tools and technology.

3.7 Workflow and Scheduling
EARM Version 2 shall implement enhancements to workflow and scheduling, including:

- Final approval of a removal shall include a workflow for the case officer and the supervisory approval.
- Batch processing cases and their associated outcomes shall be added as a workflow component.
- Actions and Decisions shall use a flexible workflow that can be modified without requiring a system code modification.
- Justice Prisoner and Alien Transportation System (JPATS) scheduling triggers for the sending and receiving office for a book-out/transfer in re-written ENFORCE Alien Detention Module (EADM).

3.8 Single Sign-On w/External Systems
EARM shall provide single sign-on capabilities for accessing independently hosted systems. The Government will develop Memorandums of Understanding (MOU) with the third party organization prior to development. The login credentials from EARM shall allow access and registration capabilities (including approval) to the following systems:

- Lexis-Nexis or Westlaw (Immigration Law Research)
- Choice Point (Background Investigation)
- ADT (Alternatives to Detention)
- VMIS (Vehicle Maintenance and Inventory)

3.9 Implementation of Documented Enhancements
EARM shall require enhancements as documented in a System Change Request (SCR) or the Requirements Traceability Matrix (RTM). The Government will work with the contractor to prioritize the documented enhancements in the detention module and the removals module. The overall scope shall not exceed 15% of the total project.
4.0 GENERAL REQUIREMENTS

This section describes the type of tasks that are representative of the work to be completed by the contractor.

4.1 Create System Lifecycle Management Documentation

The contractor shall adhere to the latest ICE System Lifecycle Management (SLM) documentation. Several development methodologies are supported; however, the following deliverables are mandatory in all systems development and the contractor shall be required to develop a “tailoring plan” subsequent to approval by ICE OCIO Technical Architecture Branch. The following artifacts are representative of required documentation:

- “Project Plan,” shall outline the project execution and project control, including the approach, roles, responsibilities, cost, schedule, and scope. The document shall be used to facilitate key decision points, milestones, and communication among key stakeholders. The project plan shall be tailored to accommodate an Agile development methodology.

- “Requirements Documentation,” shall capture the detailed system requirements using a combination of narrative, wire-frames, user-interface mock-ups, feature/function lists, data dictionary, system process flows, user cases, and entity relationship diagrams. The contractor shall assimilate and compile documentation artifacts from existing libraries. The documentation shall be developed in a way to accommodate an Agile development methodology.

- “Security and Privacy Documentation,” shall be developed to satisfy the DHS Trusted Agent FISMA standards. These artifacts include a System Security Plan, Risk Management Plan, Interface Service Agreements, Privacy Impact Assessment, and other supporting documentation to support Certification and Accreditation and Privacy compliance with DHS.

4.2 Performance Requirements

The solution shall have a proven high-availability and performance benchmarks, and shall be subject to independent testing by automated performance tools. The system shall support approximately 3,000 concurrent users.

4.3 Architecture Requirements

The system shall use a Service Oriented Architecture (SOA) for data exchanges with external agency systems using ICE internal Resin® application servers. The services shall be compatible with the DHS Enterprise Server Bus and use the NIEM standard for data definition. The solution shall take into consideration disparate networks and data centers from the Department of Homeland Security and the Department of Justice.

4.4 Development Methodology

The contractor shall develop the EARM Version 2 using the Agile development methodology in a manner that is compliant with the ICE SLM. Releases shall be presented to key stakeholders throughout the development process and feedback shall be incorporated in subsequent releases. The contractor shall leverage Commercial Off-The Shelf (COTS) products wherever deemed
appropriate, the use of which requires prior approval by the ICE OCIO Technical Architecture Branch. The Government reserves the right to conduct code reviews at routine checkpoints by an independent party.

4.5 Operations and Maintenance

The contractor shall develop an operations and maintenance plan. The plan shall address system change requests, standard operating procedures, system monitoring, periodic maintenance, installation procedures, and necessary staffing levels to adequately support the application following the production release.

The contractor shall assist a third party systems integrator who will support operations and maintenance following the release of the EARM Version 1 when it is in a steady-state.
5.0 DELIVERABLES

All deliverables shall be delivered in hardcopy, electronic format and entered in the ICE Electronic Library Management System (ELMS). Software development deliverables shall conform to the ICE SLM and other established procedures. Contractor shall develop documentation in the Microsoft office suite product approved by the Contracting Officer’s Technical Representative (COTR). No other office automation product shall be used, unless approved by the Government.

5.1 SLM Deliverables

The Contractor shall deliver copies of specific SLM documentation to the ELMS in accordance with established manual guidelines. The contractor shall deliver draft versions, revised versions, and final versions of required system documents.

Deliverables shall be deemed acceptable if the document adequately covers all required topics; is professionally prepared in terms of format, clarity and readability; and is delivered in hard and electronic copy on time to the designated delivery location.

5.2 Task Project Plans and Schedules

The contractor shall develop a TASK ORDER Project Plan, containing all resources, activities, and milestones necessary to accomplish work specified in the TASK ORDER. Technical activities in the schedule shall be at a level of detail sufficient for the Contractor to manage the task. The Contractor shall develop a new TASK ORDER Project Plan Schedule whenever an Updated TASK ORDER Plan or Revised TASK ORDER Plan is submitted to the ICE for review and approval. The Contractor shall provide the TASK ORDER Project Plan Schedule ten (10) days after contract award. The contractor shall schedule all activities specified in the SOW including:

- Management activities
- Product Assurance activities
- Design activities
- Development activities
- Test activities
- Deployment activities (each site)
- Operations and Maintenance activities
- Reviews
- Releases
- Milestones
- Assumptions
5.3 Progress Reports and Program Reviews

5.3.1 Progress Reports
The contractor shall prepare a monthly progress report. Initial reports are due 30 days after task award and every 30 days thereafter until the last month of performance, the final delivery shall occur 10 days before the end of the of the final option period and shall summarize performance during the period of performance and provide the status of any planned transition activity. The monthly report shall contain the following:

- Description of work planned
- Description of work accomplished
- Analysis of the difference between planned and accomplished
- Work planned for the following month
- Open issues

5.3.2 Program Reviews
The contractor shall participate in monthly Program Reviews with the DRO Task Manager or designee to review selected projects. The purpose of this meeting is to ensure the state of production processing; and, that all application software efforts are coordinated, consistent, and not duplicative. The contractor shall provide budgets; schedules and other program related issues should also be addressed when required. The program review is intended to be an informal executive summary of these events, and should require only minimal presentation time.

5.3.3 Weekly Status Report
The contractor shall prepare a weekly status report for the Task Manager. Generally, these reports include the week’s accomplishments, any deviations from planned activities; field related issues, other issues, and planned activities for the next period. The weekly reports are for the Task Manager, and shall be delivered in a meeting, by electronic (e-mail) or in hard copy. Additionally, the ICE Task Manager shall request impromptu meetings to discuss status or issues.

5.3.4 Monthly Status Report
The Contractor shall prepare a monthly status report for the OCIO Project Managers for DRO systems’ projects that are high priority and visible. Generally, these reports include the week’s accomplishments, any deviations from planned activities; field related issues, other issues, and planned activities for the next period. The contractor shall submit reports electronically via email. The Program Manager and the respective Task Managers shall be recipients of these reports.

5.3.5 Certification and Accreditation Documentation
The contractor shall assist in the development of the required Certification and Accreditation (C&A) documentation as required. In some instances, the Contractor may be tasked to serve as an Assistant Information System Security Officer (AISSO) for an application.
5.3.6 Financial Reporting

The contractor shall submit monthly reports to the OCIO Project Manager that must be prepared in sufficient detail to support OMB A-11 reporting requirements at Exhibits 53 and 300. The initial report is due 45 calendar days after TASK ORDER award and shall cover the first 30 days of TASK ORDER performance. Subsequent reports shall be provided monthly and shall cover the 30-day period that began at the conclusion of the last reported period.

5.3.7 Monthly Burn-Rate Report

The Contractor shall prepare a monthly burn rate report that shall be submitted with the monthly schedule updates. The monthly burn rate report shall represent the burn rate in both hours and dollars. The burn rate format will reference the WBS work packages and cost accounts. The Contractor shall include all cost account work packages showing budgeted versus actual costs incurred during the Period of Performance. This should include a cumulative summary by major work phase and “to-date” data.

5.4 Presentations, Demonstrations, and Project Support Materials

The contractor shall prepare project presentations, conduct demonstrations, and prepare support materials such as designing system information guides or preparing project displays. It is estimated that a total of two instances of any one of these shall be required during a year. Each such instance shall encompass a single or multiple projects.

5.5 Acceptance Criteria

Deliverables shall be deemed acceptable if the document adequately covers all required topics, meets general quality measures; and, is professionally prepared in terms of format, clarity and readability; and is delivered in hard and electronic copy on time to the designated delivery location. General quality measures, as set forth below, shall be applied to each work product received from the contractor under this statement of work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams and graphics shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this statement of work.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

The documents shall be considered final upon receiving Government approval. All deliverables shall be delivered via a letter of transmittal to the COTR, ICE OCIO; Room 600; 801 I Street NW; Washington, DC; 20001 not later than 4:00 PM on the deliverable’s due date.
## Deliverables Summary & Matrix

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Frequency</th>
<th>Copies</th>
<th>Recipients</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLM Documentation</td>
<td>As Required</td>
<td>3</td>
<td>PM (1) copy and (1) electronic copy/ COTR (1) copy (trans ltr w/o attach)</td>
</tr>
<tr>
<td>TASK ORDER Project Plans/Schedules</td>
<td>As Required</td>
<td>2</td>
<td>PM (1) copy/ COTR (1) copy (trans ltr w/o attach)</td>
</tr>
<tr>
<td>Progress Reports</td>
<td>Monthly</td>
<td>2</td>
<td>PM (1) copy (electronic)</td>
</tr>
<tr>
<td>Program Reviews</td>
<td>Quarterly</td>
<td>3</td>
<td>TM (1) copy and (1) electronic copy/ COTR (1) copy (trans ltr.)</td>
</tr>
<tr>
<td>Certification and Accreditation Documentation</td>
<td>As Required</td>
<td>1</td>
<td>TM (1) copy/ COTR (1) copy (trans ltr.)</td>
</tr>
<tr>
<td>Presentations, Demonstrations, Project Support Materials</td>
<td>As required</td>
<td>As Required</td>
<td>As Required</td>
</tr>
</tbody>
</table>

Unless otherwise specified, all documentation shall be in Microsoft Office 2003.

The Government will review documentation submitted by the contractor and provide comments within 14 business days.

### 5.6 Product Acceptance

Information technology products delivered under this SOW shall be accepted when they meet all requirements, which include: validating objectives, processes and functionality, technical accuracy or merit, compliance to ICE technical standards, and all Coordination, Review and Approval Forms required by the SLM Manual are completed. Initial deliverables shall be considered draft versions and shall be reviewed and accepted or rejected by the government within ten (10) working days.

### 5.7 Non-Disclosure Statements

Each contractor employee who works on this contract shall have a signed “non-disclosure” agreement on file with the COTR.

### 6.0 GOVERNMENT FURNISHED EQUIPMENT

Government furnished equipment/property relative to project requirements shall be transitioned to the contractor after contract Award. The contractor shall manage, maintain, and control all Government Furnished Equipment / Property in support of this TASK ORDER in accordance with FAR 52.245-5.
ATTACHMETN B: STATEMENT OF WORK

A CD with all available documentation relevant to the DRO Systems Program shall be provided to the vendors upon release of the TASK ORDER. Upon award (and obtaining required security clearance), the successful contractor shall be provided access to the Enterprise Library at 1101 Vermont Avenue, NW, Suite 220, Washington, DC, 20005. This is the central repository for all DHS IT Systems documentation.

In accordance with FAR 45.505-14, the contractor shall prepare and submit an annual report of Government property for which the contractor is accountable as of December 31 of the previous year. The contractor shall submit the report to the cognizant administrative contracting officer no later than January 31st of each year.

7.0 PLACE OF PERFORMANCE

Work on this TASK ORDER shall be performed primarily at Contractor’s facilities. Frequent travel to DHS offices in the Washington, DC metropolitan area for meetings and briefings shall be required. The contractor’s operating facility shall be within the Washington, DC Metropolitan area for travel time to the DHS, ICE OCIO Office located 801 I Street NW, Washington DC. In some cases, work shall also be performed at various other locations.

To support implementation, the contractor shall be required travel (based upon the request of the Government) to the following locations outside the metropolitan Washington, DC area: Houston, TX, Phoenix, AZ, Batavia, NY, and San Diego, CA.

To support implementation, the contractor shall be required to perform tasks at other locations, both within the continental United States and outside the continental United States, in support of activities within the scope of this TASK ORDER.

8.0 PERIOD OF PERFORMANCE

The period of performance for this TASK ORDER is 12 months from the start of the TASK ORDER to the end of the period of performance.

9.0 SECURITY

9.1 General

DHS, ICE has determined that performance of this TASK ORDER requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), have access to sensitive DHS information, and that the Contractor shall adhere to the following.

9.2 Suitability Determinations

DHS, ICE will have and exercise full control over granting; denying, withholding or termination of unescorted government facility access and/or sensitive government information access for contractor employees, based upon the results of a background investigation. DHS, ICE, will, 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 shall 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 DHS, ICE, at any time during the term of the contract. The
Office of Professional Responsibility, Personnel Security Unit (OPR-PSU), shall allow no employee of the Contractor to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination. No employee of the Contractor shall be allowed unescorted access to a government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities shall not be subject to security suitability screening.

9.3 DRO Systems Program Personnel Security Requirements

The contractor shall provide personnel who shall meet the following security clearance levels for the systems, which make up the Systems Development Division Program.

<table>
<thead>
<tr>
<th>DRO Projects</th>
<th>Contractor Security Clearance Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>EARM</td>
<td>5C</td>
</tr>
<tr>
<td>FCMS</td>
<td>5C</td>
</tr>
<tr>
<td>ATDP</td>
<td>5C</td>
</tr>
<tr>
<td>eTD</td>
<td>5C</td>
</tr>
<tr>
<td>BMIS</td>
<td>5C</td>
</tr>
<tr>
<td>Significant Event</td>
<td>5C</td>
</tr>
<tr>
<td>Significant Notification</td>
<td>5C</td>
</tr>
</tbody>
</table>

9.4 Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual shall perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations shall be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) shall not be required to submit complete security packages, as the clearance issued by DISCO shall be accepted. Prospective contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, “Questionnaire for Public Trust Positions”
2. FD Form 258, “Fingerprint Card” (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”
5. Drug Questionnaire
6. Alcohol Questionnaire
7. Financial Disclosure Report

Required forms shall be provided by DHS, ICE at the time of award of the contract. Only complete packages shall be accepted by the OPR-PSU. Specific instructions on submission of packages shall be provided upon award of the contract.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

9.5 Continued Eligibility

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

The OPR-PSU shall require drug screening for probable cause at any time and/or when the contractor independently identifies, circumstances where probable cause exists.

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

The contractor shall report any adverse information coming to their attention concerning contract employees under the contract to DHS, ICE Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees’ name and social security number, along with the adverse information being reported.

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

9.6 Employment Eligibility

The contractor shall agree that each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The contractor shall be responsible to the government for acts and omissions of his own employees and for any subcontractor(s) and their employees.
Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the contractor, or with this contract. The contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

9.7 Security Management

The contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all government information and data accessed by the contractor.

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

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

9.8 Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300 Pub. Contractor personnel shall have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

9.9 Information Technology Security Training Oversight

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

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.
All personnel who access Department information systems shall be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

10.0 OTHER DIRECT COSTS (ODCS)

The Government does not foresee any ODC expenditures for this TASK ORDER other than for rare travel occurrences. The contractor shall propose anticipated ODCs with appropriate justification and explanation in its technical and cost proposals. Once accepted those anticipated costs shall be included in the total estimated cost ceiling applied to the awarded TASK ORDER.

In any case, all ODC expenditures shall be pre-approved by the Government in accordance with the following guidance:

- The ICE Task Manager will approve individual ODC requests totaling $2,500 or less and all-domestic travel. This approval authority specifically excludes the purchase of personal computers (PCs), laptops, cell phones, pagers, handheld computers, cameras, and video equipment, in addition to computer systems/workstations, software and training which can only be approved by the COTR.
- The COTR will approve all international travel based on the recommendation of the ICE Task Manager. Task Managers will review requirements, i.e. purpose of the trip, destination, number of travelers, and the duration of each trip.

The COTR will, with the recommendation of the ICE Task Manager, approve all requests for payment of contractor training cost. DHS, ICE will only pay for training costs associated with the training of contractor personnel necessary to support DHS, ICE unique applications/requirements. ICE expects that all contractor personnel will be properly trained and maintain proficiency in their field of expertise at no additional cost to the Government. Therefore the Government will not pay for training courses or seminar that contractor personnel would normally attend to remain proficient or current in their fields of expertise. Costs associated with such training will be the sole responsibility of the contractor.

11.0 OVERTIME

Neither the Contractor nor any teaming partners shall be authorized to invoice the Government for overtime.

12.0 PERSONNEL QUALIFICATIONS

The Government requires the submission of resumes of all key personnel proposed to perform work under this contract prior to the award by the contracting officer. The Government must approve any additional personnel proposed after this contract is awarded.

12.1 Key Personnel

The contract shall identify key personnel in the proposal regardless of the type of task. NOTE: Key personnel may not be added nor removed from the contract without express approval of the Contracting Officer’s Technical Representative (COTR). The following descriptions are key personnel required by the contract.
12.1.1 Project Manager

The Project Manager (PM) shall demonstrate progressively responsible experience as a PM or Deputy PM in the management of DHS systems analysis, implementation, resource allocation, planning, evaluation, and familiarity in the management of cost reimbursable type contracts. The PM shall have sufficient familiarity with modern management practices.

- Candidate must have documented managerial or supervisory experience sufficient to ensure positive direction of subordinates.
- Candidate must have experience managing the balance between cost, schedule, and cost in system implementation projects.
- Candidate must have experience in iterative software development delivery and has a thorough understanding of the Agile development methodology.
- Candidate must have experience in effectively scheduling and communicating with clients.
- Candidate must be able to demonstrate knowledge of systems integration techniques, web technology, system trade-off analysis, and program planning.
- Candidate must have thorough knowledge of Federal Government planning, programming, budgeting and execution principles of Federal Government fiscal management.
- Candidate must have thorough knowledge of staffing technical implementation projects and assigning resources as-needed during the software delivery lifecycle.
12.1.2 Functional Lead

The Functional Lead shall be responsible for the development of business system software requirements. The functional lead shall have experience in creating software documentation, use cases, process diagrams, user interface wire frames, and supporting documentation such as release notes and end-user communication. The functional lead shall be responsible for fulfilling mission needs into system features and functions within a specific scope.

- Candidate must have formal design/development methodology experience in software delivery.
- Candidate must have excellent written and verbal communication and organizational skills.
- Candidate must possess strong facilitation, negotiation, and conflict resolution skills.
- Candidate must have experience developing systems in the Federal Government, and preferably has experience working with law enforcement or immigration systems.
- Candidate preferably has experience working in supply chain and capacity planning

12.1.3 Architecture/Technical Lead

The Architecture/Technical lead shall be responsible for developing the underlying architecture for the system and oversee the delivery tasks for all technical staff. The Architecture/Technical lead shall be proficient in managing trade-offs and priorities of technology as it relates to budget, scope, and schedule.

- Candidate must have experience developing leading a team of programmers, architects, interface designers, and database engineers.
- Candidate must have experience in iterative development delivery and has a thorough knowledge of Agile development methodology.
- Candidate must have experience in lead system integration efforts and has a thorough familiarity with related application and development tools.
- Candidate must have experience in database design and architecture.
- Candidate must have experience in successfully managing and deploying web applications using Oracle databases and Java application servers.
- Candidate must have experience in network design and systems architecture.
- Candidate must have thorough knowledge of staffing technical implementation projects and assigning resources as-needed during throughout the lifecycle of the project.
Form G-514
REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: SDD-07-0C06

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>TASK</th>
<th>FUND PROGRAM</th>
<th>ORGANIZATION</th>
<th>OBJECT</th>
<th>UDF</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,150,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,750,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$530,142.00</td>
</tr>
</tbody>
</table>
13.0 APPENDIX

13.1 Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIA</td>
<td>Board of Immigration Appeals</td>
</tr>
<tr>
<td>CAP</td>
<td>Criminal Alien Program</td>
</tr>
<tr>
<td>CIS</td>
<td>Citizenship and Immigration Services</td>
</tr>
<tr>
<td>DOJ</td>
<td>Department of Justice</td>
</tr>
<tr>
<td>EOIR</td>
<td>Executive Office for Immigration Review</td>
</tr>
<tr>
<td>ICE</td>
<td>Immigration and Customs Enforcement</td>
</tr>
<tr>
<td>JPATS</td>
<td>Justice Prisoner and Alien Transportation System</td>
</tr>
<tr>
<td>NCIC</td>
<td>National Crime Information Center</td>
</tr>
<tr>
<td>NLETS</td>
<td>National Law Enforcement Teletype System</td>
</tr>
<tr>
<td>OPLA</td>
<td>Office of Principal Legal Advisor</td>
</tr>
<tr>
<td>ORR</td>
<td>Office of Refugee and Resettlement</td>
</tr>
<tr>
<td>TSA</td>
<td>Transportation Security Administration</td>
</tr>
<tr>
<td>GSA Labor Category</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Account Manager</td>
<td>$</td>
</tr>
<tr>
<td>Financial Specialist - Senior</td>
<td>$</td>
</tr>
<tr>
<td>Administrative Assistant II</td>
<td>$</td>
</tr>
<tr>
<td>Program Manager - Senior</td>
<td>$</td>
</tr>
<tr>
<td>Project Manager - Senior/Program Manager</td>
<td>$</td>
</tr>
<tr>
<td>Database Administrator</td>
<td>$</td>
</tr>
<tr>
<td>Quality Assurance Specialist</td>
<td>$</td>
</tr>
<tr>
<td>Systems Administrator - Senior</td>
<td>$</td>
</tr>
<tr>
<td>Information Specialist - Senior</td>
<td>$</td>
</tr>
<tr>
<td>Quality Assurance Specialist - Senior</td>
<td>$</td>
</tr>
<tr>
<td>Consultant Architect</td>
<td>$</td>
</tr>
<tr>
<td>Consultant Senior</td>
<td>$</td>
</tr>
<tr>
<td>Enterprise Architect / Staff Engineer - Senior</td>
<td>$</td>
</tr>
<tr>
<td>Enterprise Consultant</td>
<td>$</td>
</tr>
<tr>
<td>Strategic Program Manager</td>
<td>$</td>
</tr>
<tr>
<td>Systems Architect/Staff Engineer</td>
<td>$</td>
</tr>
</tbody>
</table>

| Total Labor (Pre-Discount)                | $           |       |                |
| Discount on Labor (1.8%)                  | $           |       |                |
| Total Labor (Post-Discount)               | $           |       |                |

| ODC/Travel                                | $           |       |                |

- 10 People 1 Trips 6 Days - Washington, DC to Phoenix, AZ $ |
- 10 People 1 Trips 6 Days - Washington, DC to Chicago, IL $ |
- 10 People 1 Trips 6 Days - Washington, DC to New York, NY $ |
- 10 People 1 Trips 6 Days - Washington, DC to San Diego, CA $ |
- 9 People 1 Trips 6 Days - Washington, DC to Harlingen, TX $ |

| Total Travel                              | $8,036,142.00 |       |                |
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. F00001

3. EFFECTIVE DATE See Block 16C

5. CONTRACT ID CODE 1E/TC/OCIO/PH 5

6. ISSUED BY ICE/Info Tech Svs/OCIO/Admin Ph Svc
   Immigration and Customs Enforcement
   Office of Acquisition Management
   425 I Street NW, Suite 2208
   Washington DC 20536

ICE/Info Tech Svs/OCIO/Admin Ph Svc
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Miranda Freethey
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (city, street, county, State and ZIP Code)

ELECTRONIC DATA SYSTEMS CORPORATION
13600 EDS DRIVE
MAILSTOP A69-D48
HERNDON VA 201713225

CODE b2high FACILITY CODE

10. AMENDMENT OF SOLICITATION NO.

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

☐ This item only applies to MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: b2high

The points of contact for this effort are as follows:

COTR: Francine Cox, OCIO, 202-732 b2 high
Contract Specialist: Miranda Freethey, 202-514 b2 high
Contracting Officer: JoNelle Hildreth, b2 high

The purpose of this unilateral modification is to change the invoice office address and invoicing procedures. Effective 04/01/2008, all invoices shall be submitted to Burlington Finance Center. In addition, this modification changes the contract specialist to Miranda Freethey.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

JoNelle M. Hildreth

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JoNelle M. Hildreth

15C. DATE SIGNED 13 May 2008

16C. DATE SIGNED

NSN 7540-01-192-0070
Previous edition unsuitable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
I. Invoicing procedures are hereby changed as follows:

Contractors: Please use these procedures when submitting an invoice for acquisitions from ICE/OAQ. This procedure takes effect 04/01/2008 and pertains to all invoices submitted on that date and thereafter.

1. Invoices shall now be submitted via one of the following three methods:
   a. By mail: DHS, ICE
      Burlington Finance Center
      P.O. Box 1620
      Williston, VT 05495-1620
      Attn: ICE OCIO invoice
   b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)
   c. By e-mail at: Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 04/01/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice. Please send an additional copy of the invoice to ICEOCIOITSRACQ@DHS.GOV.

2. In accordance with FAR 52.232-25 (a)(3), Prompt Payment, the information required with each invoice submission is as follows:

An invoice must include:
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment,
Continued ...

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(F)</td>
</tr>
</tbody>
</table>

NSN 7540-01-132-0067
OPTIONAL FORM 336 (4-86)
Sponsored by OBA
FAR (58 CFR) 52.110
including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

3. All other terms and conditions remain the same.

Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.

II. The contract specialist for this effort is hereby changed from Alula Abera to Miranda Freethey (Miranda.Freethey@dhs.gov, (202) 514-3077).

Period of Performance: 09/01/2007 to 08/31/2008
13600 EDS DRIVE
MAILSTOP ASH-049
HERNDON VA 201713225

X
08/21/2007

11A. MODIFICATION OF CONTRACT ORDER NO:
GS-35F-0323J
HSCGO07-P-01158

10B. DATED (SEE ITEM 11)
08/21/2007

12. ACCOUNTING AND APPROPRIATION DATA (If required)

X
FAR 52.243-1 Bilateral

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A)

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.100C.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

FAR 52.243-1 Bilateral

E. IMPORTANT: Contractor is required to sign this document and return 1 copies to the issuing office.

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

The points of contact for this effort are as follows:

COTR: Francine Cox, OCIO, 202-732-b6
Contract Specialist: Miranda Freethy, 202-514-b6
Contracting Officer: JoNelle Hildreth, b6

The purpose of this bilateral modification is to update the security language contained in Section 9.0 of the Statement of Work (SOW) for ENFORCE Alien Removal Module version 2.0.

1. Section 9.0 of the SOW is replaced in its entirety with the attached security language
2. All other terms and conditions remain unchanged.

Discount Terms:
- Net 30
- FOB: Destination

Period of Performance: 09/01/2007 to 08/31/2008
9.0 SECURITY

9.1 General
DHS has determined that performance of the tasks as described in Contract HSCEOP-07-F-01158 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

9.2 Suitability Determinations
DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS 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 DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ’ facilities will not be subject to security suitability screening.

9.3 Background Investigations
Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:
Attachment A

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)

2. FD Form 258, "Fingerprint Card" (2 copies)

3. Foreign National Relatives or Associates Statement

4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

5. Drug Questionnaire

6. Alcohol Questionnaire

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

9.4 Continued Eligibility

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

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

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

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

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees’ name and social security number, along with the adverse information being reported.

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

9.5 Employment Eligibility

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

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

9.6 Security Management

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

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

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

9.7 Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300. Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

9.8 Information Technology Security Training Oversight

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

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

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

1. CONTRACT ID CODE
   P00003

2. AMENDMENT/MODIFICATION NO.
   08/28/2008

3. EFFECTIVE DATE

4. REQUISITION PURCHASE REQ. NO.
   See Schedule

5. PROJECT NO. (If applicable)
   ICE/TC/OIC/PH S

6. ISSUED BY CODE
   ICE/TC/OIC/PH S

ICE/Info Tech Svcs/OIC/Adm Ph Svc
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

7. ADMINISTERED BY (If other than Item 6)
   ICE/TC/OIC/PH S

ICE/Info Tech Svcs/OIC/Adm Ph Svc
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Miranda Freehney
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (Use, street, county, State and Zip Code)
   ELECTRONIC DATA SYSTEMS CORPORATION
   13600 EDS DRIVE
   MAILSTOP A6N-048
   HERNDON VA 201713225

9. AMENDMENT OF SOLICITATION NO.

10. MODIFICATION OF CONTRACT ORDER NO.
    GS-35F-0323J
    HSCOP-07-F-01158

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified are the hour and date of the offer.  ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

   CHECK ONE
   ☑ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

   ☑ B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(c).

   ☑ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

   ☑ D. OTHER (Specify type of modification and authority)

   ☑ FAR 52.271-9 Option to Extend Services

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

DUNS Number: b2High

The points of contact for this effort are as follows:

COTR: Francine Cox, OIC, 202-732-b6
Contract Specialist: Miranda Freehney, 202-514-b6
Contracting Officer: JoNelle Hildreth, b6

This modification provides authorization for the Contractor to continue work until September 15, 2008. A subsequent modification will follow.

Delivery Location Code: ICE
Immigration and Customs Enforcement
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
   Paul T. Oyerhaus

15B. CONTRACTOR/OFFEROR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED
   8/29/08

SIGNATURE OF PERSON AUTHORIZED TO SIGN

SIGNATURE OF CONTRACTING OFFICER

NSN 7540-01-152-8079
Previous edition unusable

STANDARD FORM 30 (REV. 10-83) prescribed by GSA
FAR (48 CFR) 53.243
**ELECTRONIC DATA SYSTEMS CORPORATION**

### ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT PRICE (E) | AMOUNT (F)
---|---|---|---|---
0001 | FUNDING FOR DEVELOPMENT OF ENFORCE ALIEN REMOVAL MODULE (EARM) VERSION 2. | 1 EA | 8,030,142.00 | 0.00

**Address:**
425 I Street NW
Rm 2208
Washington DC 20536

**FOB:** Destination
**Period of Performance:** 09/01/2007 to 09/15/2008

Change Item 0001 to read as follows (amount shown is the obligated amount):

**Funding for Development of Enforce Alien Removal Module (EARM) Version 2.**
Fully Funded Obligation Amount $8,030,142.00
Requisition No: SDD-07-DC06, SDD-08-0726

**Accounting Info:**
SEE ATTACHMENT A
Funded: $0.00

**Accounting Info:**
Funded: $0.00
This modification to order HSCEOP-07-F-01158 incorporates the following changes:

1. Modification 3 provided authorization to the Contractor to continue work until September 15, 2008. This modification extends the period of performance from September 1, 2007—September 15, 2008 to September 01, 2007—October 17, 2008 and provides funding for the period from September 01, 2008 to October 17, 2008.

Continued...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

Amy Turner - Contract Specialist

15B. CONTRACTOR/OFFICER

Electric Data Systems, LLC

15C. DATE SIGNED

9/3/08

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Paul T. Osterhaus

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

9/19/08

STANDARD FORM 90 (REV. 10-83) 
Prepared by QSA

FAR (48 CFR) 53.243

NSN 7540-01-152-8470

Previous edition unusable
The period of performance is extended until October 17, 2008.

b. Fiscal Year 2008 funding is provided in the amount of $1,499,919.61.

c. The total contract value is increased by $1,499,919.61 from $8,030,142.00 to $9,530,061.61.

Labor Hour Order:
See Attachment B, "Pricing" for a breakdown of the labor categories and pricing.

Total Base Period Price = $9,530,061.61.

All other terms and conditions remain unchanged.

Delivery Location Code: ICE
Immigration and Customs Enforcement
425 I Street NW
Rm 2206
Washington DC 20536

FOB: Destination
Period of Performance: 09/01/2007 to 10/17/2008

Change Item 0001 to read as follows (amount shown is the obligated amount):

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>FUNDING FOR DEVELOPMENT OF ENFORCE ALIEN REMOVAL MODULE (EARM) VERSION 2.</td>
<td>1 EA</td>
<td>9,530,061.61</td>
<td>1,499,919.61</td>
<td></td>
</tr>
</tbody>
</table>

Fully Funded Obligation Amount: $9,530,061.61
Requisition No: SDD-07-DC06, SDD-08-DC16, SDD-08-QJ26

Accounting Info:
SEE ATTACHMENT A
Funded: $0.00
Accounting Info:
Funded: $0.00
Accounting Info:
Continued...
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td></td>
<td></td>
<td></td>
<td>Funded: $1,699,919.61</td>
</tr>
</tbody>
</table>
Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER:  SDO-08-DC16

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>TASK</th>
<th>FUND PROGRAM</th>
<th>ORGANIZATION</th>
<th>OBJECT</th>
<th>UDF</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Homeland</td>
<td></td>
<td></td>
<td>$1,500,000.00</td>
</tr>
</tbody>
</table>

APPROPRIATION SYMBOL CROSSWALK:

<table>
<thead>
<tr>
<th>FUND</th>
<th>FY</th>
<th>TAS</th>
<th>TITLERAINTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA</td>
<td>2009</td>
<td>7050540</td>
<td>Salaries and Expenses, Immigration and Customs Enforcement, Border and Transportation Security, Department of Homeland Security</td>
<td>1,500,000.00</td>
</tr>
</tbody>
</table>
# ATTACHMENT B: PRICING

## September 1, 2007 - August 31, 2008

<table>
<thead>
<tr>
<th>Position / Labor Category</th>
<th>Unit Price</th>
<th>Hours</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Manager</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Specialist - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant II</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Manager - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager - Senior/Program Manager</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Database Administrator</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Assurance Specialist</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Administrator - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Specialist - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant Architect</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise Architect / Staff Engineer - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise Consultant</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strategic Program Manager</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Architect/Staff Engineer</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Labor (Pre-Discount) | $       |
| Discount on Labor (1.8%)    | $       |
| Total Labor (Post-Discount) | $       |

### GDI Trips

<table>
<thead>
<tr>
<th>GDI Trip Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 People 1 Trips 6 Days - Washington, DC to Phoenix, AZ</td>
<td>$</td>
</tr>
<tr>
<td>10 People 1 Trips 6 Days - Washington, DC to Chicago, IL</td>
<td>$</td>
</tr>
<tr>
<td>10 People 1 Trips 6 Days - Washington, DC to New York, NY</td>
<td>$</td>
</tr>
<tr>
<td>10 People 1 Trips 6 Days - Washington, DC to San Diego, CA</td>
<td>$</td>
</tr>
<tr>
<td>9 People 1 Trips 6 Days - Washington, DC to Harlingen, TX</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Travel** $12,039,742.00

## September 1, 2008 to October 17, 2008

<table>
<thead>
<tr>
<th>Position / Labor Category</th>
<th>Unit Price</th>
<th>Hours</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Manager</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Specialist - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant II</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Manager - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager - Senior/Program Manager</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager - Advanced</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Database Administrator</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Assurance Specialist</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Administrator - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Specialist - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant Architect</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise Architect / Staff Engineer - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enterprise Consultant</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strategic Program Manager</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Architect/Staff Engineer</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Specialist - Senior</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total September 1, 2008 - October 17, 2008** $13,352,840.00

**TOTAL CONTRACT VALUE (September 1, 2007 - October 17, 2008)** $25,392,582.00
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00005
3. EFFECTIVE DATE 10/17/2008
4. REQUISITION/PURCHASE REQ. NO. 192109C105DD2DC01.1
5. PROJECT NO. (IF APPLICABLE) CODE ICE/TC/IT SERVIC
6. ISSUED BY ICE/Info Tech Svs/IT Services
   Immigration and Customs Enforcement
   Office of Acquisition Management
   801 I Street NW, Suite 800
   Washington DC 20536
7. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE ICE/TC/IT SERVIC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
   ELECTRONIC DATA SYSTEMS CORPORATION
   13600 EDS DRIVE
   MAILSTOP A6N-D48
   HERNDON VA 20173225

9. AMENDMENT OF SOLICITATION NO. 08/21/2007
10. MODIFICATION OF CONTRACT/ORDER NO. GS-35P-0323J
    HSCEOP-07-F-01158
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED) Net Increase: $2,000,000.00
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
   X FAR 52.217-8 Option to Extend Services

D. OTHER (Specify type of modification and authority)
   X

E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings; including solicitation/contract subject matter where feasible):
   DUNS Number: 24214796
   COTR: Francine Cox, 202-732-6056
   Contract Specialist: Miranda Freethey, 202-732-6056

Modification 5 makes the following changes:

This modification confirms the verbal authorizations given on October 17, 2008 and on November 7, 2008.

The total funded amount is increased by $2,000,000.00.

Continued...

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

15A. NAME AND TITLE OF SIGNED (Type or print)
   JUDY E. STEVENS

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED 11/13/08

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   JUDY E. STEVENS

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

☐ Signature of person authorized to sign

STANDARD FORM 30 (REV. 10-85)
Prepared by GSA
FAR (48 CFR) 53.243
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(F)</td>
</tr>
<tr>
<td></td>
<td>All other terms and conditions remain unchanged.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FOB: Destination</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Period of Performance: 10/18/2008 to 02/28/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001</td>
<td>FUNDING FOR DEVELOPMENT OF ENFORCED ALIEN REMOVAL MODULE (EARM) VERSION 2.</td>
<td>1</td>
<td>EA</td>
<td>11,530,061.61</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td></td>
<td>Fully Funded Obligation Amount$11,530,061.61</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SEE ATTACHMENT A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funded: $0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funded: $0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funded: $0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funded: $2,000,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
P00006

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE
01/03/2009

4. REQUISITION/PURCHASE REG. NO.
See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
ICE/TC/IT SERVIC

7. ADMINISTERED BY (If other than item 6) CODE
ICE/TC/IT SERVIC

8. NAME AND ADDRESS OF CONTRACTOR (Use, street, county, State and ZIP Code)

 ELECTRONIC DATA SYSTEMS LLC
13600 EDS DRIVE
MAILSTOP AON-D8
HERNDON VA 201713225

9A. AMENDMENT OF SOLICITATION NO.

10. MODIFICATION OF CONTRACT/ORDER NO.
GS-35F-0323J
HSCEOP-07-F-01158

11B. DATED (SEE ITEM 11)
08/21/2007

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: $1,650,000.00

See Schedule

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

CHECK ONE:
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X  FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (FEB 2007)

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

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

DUNS Number: 

COTR: Francine Cox, 202-732-202-732
Contract Specialist: Miranda Collins, 202-732

Modification 6 makes the following changes:

The total funded amount is increased by $1,650,000.00.

All other terms and conditions remain unchanged.

Delivery Location Code: ICE/CIO

ICE Chief Information Officer

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 6A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Judy E. Stevens

15B. CONTRACTOR/OFFEROR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Judy E. Stevens

15C. DATE SIGNED
1/29/09

(Signature of person authorized to sign)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of Contracting Officer)

STANDARD FORM 30 (REV. 16-63)

Prepared by GSA

FAR (48 CFR) 53.243

NSN 7540-01-152-6070

Previous edition unusable
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>FUNDING FOR DEVELOPMENT OF ENFORCE ALIEN REMOVAL MODULE (EARM) VERSION 2.</td>
<td>1</td>
<td>EA</td>
<td>13,180,061.61</td>
<td>1,650,000.00</td>
</tr>
<tr>
<td></td>
<td>Fully Funded Obligation Amount $13,180,061.61</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Requisition No: 192109CIOSSDD2DC01.1, 192109CIOSSDD2DC04, 192109CIOSSDD2DC05, SDD-07-DC06, SDD-08-DC16, SDD-08-QJ26</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SEE ATTACHMENT A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funded: $0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Funded: $0.00
Accounting Info:
**Form G-514**

**REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT**

Activity Symbols
ATACHMENT A

**REQUISITION NUMBER:** 192199C193662DC04

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>TASK</th>
<th>FUND PROGRAM</th>
<th>ORGANIZATION</th>
<th>OBJECT</th>
<th>UDF</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$533,421.20</td>
</tr>
</tbody>
</table>

**APPROPRIATION SYMBOL CROSSWALK:**

<table>
<thead>
<tr>
<th>FUND</th>
<th>FY</th>
<th>TAS</th>
<th>TITLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA</td>
<td>2009</td>
<td>7090840</td>
<td></td>
<td>533,421.20</td>
</tr>
</tbody>
</table>

*United States Department Of Homeland Security*

*Immigration And Customs Enforcement*

*FORM G-514 (REV. 3-1-5)*
REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

REQUISITION NUMBER: 102199CIO5D02DC05

AMOUNT: $1,116,578.80

APPROPRIATION SYMBOL CROSSWALK:

<table>
<thead>
<tr>
<th>FUND</th>
<th>PY</th>
<th>TASK</th>
<th>TITLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA</td>
<td>2009</td>
<td>7090540</td>
<td></td>
<td>1,116,578.80</td>
</tr>
</tbody>
</table>
The purpose of this administrative modification is to change the accounting string for obligated in P00006 as follows:

The accounting string is changed from

b2High

to

b2High

The amount of funds obligated on this task order remains unchanged.

All terms and conditions of this task order remain unchanged and in full force and effect.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>FUNDING FOR DEVELOPMENT OF ENFORCE ALIEN REMOVAL MODULE (EARM) VERSION 2.</td>
<td>1</td>
<td>EA</td>
<td>13,180,061.61</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery Location Code: ICE/CIO  
ICE Chief Information Officer  
Immigration and Customs Enforcement  
801 I Street, NW  
Suite 700  
Washington DC 20536  

FOB: Destination  
Period of Performance: 10/18/2008 to 02/28/2009  

Change Item 0001 to read as follows (amount shown is the obligated amount):

Fully Funded Obligation Amount $13,180,061.61