

ORDER FOR SUPPLIES OR SERVICES

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1 224

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

1 DATE OF ORDER 09/27/2017	2 CONTRACT NO (If any) HSHQDC-14-D-E2035	6 SHIP TO	
3 ORDER NO HSHQDC-17-J-00370		4 REQUISITION/REFERENCE NO RNIM-17-00003	
5 ISSUING OFFICE (Address correspondence to) Contracting Officer MGMT/OPO NPPD/Mailstop 0115 Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0115		a NAME OF CONSIGNEE Department of Homeland Security	
		b STREET ADDRESS 245 Murray Lane Mailstop 0305	
		c CITY Washington	d STATE DC
		e ZIP CODE 20528	

7 TO: (b)(6)	f SHIP VIA
a NAME OF CONTRACTOR NORTHROP GRUMMAN SYSTEMS CORPORATION	8 TYPE OF ORDER <input type="checkbox"/> a PURCHASE REFERENCE YOUR <input checked="" type="checkbox"/> b DELIVERY
b COMPANY NAME	
c STREET ADDRESS 7575 COLSHIRE DRIVE	
d CITY MCLEAN	e STATE VA
	f ZIP CODE 221027508

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9 ACCOUNTING AND APPROPRIATION DATA See Schedule	10 REQUISITIONING OFFICE Department of Homeland Security
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11 BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a SMALL <input type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c DISADVANTAGED <input type="checkbox"/> d WOMEN-OWNED <input type="checkbox"/> e HUBZone <input type="checkbox"/> f SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h EDWOSB	12 F O B POINT Destination
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13 PLACE OF a INSPECTION Destination	b ACCEPTANCE Destination	14 GOVERNMENT B/L NO	15 DELIVER TO F O B POINT ON OR BEFORE (Date) Multiple	16 DISCOUNT TERMS Net 30
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17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 962048695+0000 Homeland Advanced Recognition Technology (HART) Development and execution of Increments 1 and 2 Two Post Deployment Support Periods Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18 SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20 INVOICE NO.	\$55,055,296.00	17(h) TOTAL (Cont pages)
	21. MAIL INVOICE TO				
	a NAME	U.S. Dept. of Homeland Security		\$55,055,296.00	17(i) GRAND TOTAL
	b STREET ADDRESS (or P.O. Box)	CFO-DOB, (b)(6) 245 Murray Lane, SW, (b)(6) OFO-Invoice@hq.dhs.gov			
c CITY	d STATE	e ZIP CODE			
Washington	DC	20528			

22 UNITED STATES OF AMERICA BY (Signature) 	23 NAME (Typed) Robert Degnan TITLE CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/27/2017	CONTRACT NO HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>(Options)</p> <p>AAP Number: P2015029208 DO/DPAS Rating: NONE</p> <p>Admin Office: Contracting Officer MGMT/OPO NPPD/Mailstop 0115 Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0115</p> <p>Period of Performance: 09/27/2017 to 04/26/2021</p> <p>INCREMENT 1 / CLIN 0001: The calculation of the 18 month period of performance for the development and execution of Increment 1 starts 27 November 2017 with an estimated ending date of May 26, 2019.</p> <p>Increment 2 (Phase 2A) / CLIN 0002: The calculation of the 18 month period of performance for the development of Increment 2 (Phase 2A) starts 5 days after Notice to Proceed.</p> <p>Increment 2 (Phase 2B) / CLIN 0003: The calculation of the 18 month period of performance for the development of Increment 2 (Phase 2B) starts 5 days after Notice to Proceed.</p> <p>Phase I/ Increment 1 - Core Biometric Management System - HART Foundation</p> <p>Increment 1 Non-Production Environment (NPE) Ready (FFP)</p> <p>Product/Service Code: D302</p> <p>Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT</p> <p>Delivery: 05/26/2019</p> <p>Accounting Info: USVIS15 V07 3Z 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-31-00 000000 Continued ...</p>	1	LO	(b)(4)	(b)(4)	

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

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
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DATE OF ORDER 09/27/2017	CONTRACT NO. HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001.002	Funded: (b)(4) Increment 1/ Release 1 - Implementation of System Architecture Skeleton allowing valid IXM transaction to be received (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS15 V07 3Z 30-20-27-ACQ 30-05-1000-00-00-00 GE-OE-31-00 000000 (b)(4) Funded: (b)(4)	1	LO	(b)(4)		
0001.003	Increment 1/Release 1 - Receiving/Responding Capability (Valid IXM) - Software Complete (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-PLN 30-05-1000-00-00-00 GE-OE-25-30 000000 (b)(4) Funded: (b)(4) Accounting Info: USVIS15 V07 3Z 30-20-27-ACQ 30-05-1000-00-00-00 GE-OE-31-00 000000 (b)(4) Funded: (b)(4) Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00 GE-OE-25-30 000000 (b)(4) Funded: (b)(4)	1	LO	(b)(4)		
0001.004	Increment 1/Release 2 - Customer Message Notification Capability - Add Derogatory Information (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Continued ...	1	LO	(b)(4)		

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(b)(4)

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DATE OF ORDER 09/27/2017	CONTRACT NO. HSHQDC-14-D-E2035	ORDER NO. HSHQDC-17-J-00370
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)					
0001 .005	Increment 1/Release2 - Customer Message Notification Capability - Notification (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)	1	LO	(b)(4)		
0001 .006	Increment 1/Release 2 - Receiving/Responding Capability (remaining IXM identity service operations, e.g. identity flag mgmt, delete encounter) - Software Complete (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)	1	LO	(b)(4)		
0001 .007	Increment 1/Release 3 - Receiving/Responding Capability (valid IXM Biometric) - Verify (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Continued ...	1	LO	(b)(4)		
					(b)(4)	

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DATE OF ORDER 09/27/2017	CONTRACT NO. HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)					
0001 .008	Increment 1/Release 3 - Receiving/Responding Capability (remaining IXM Biometric)- (e.g., Identify) - Software Complete (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)	1	LO	(b)(4)		
0001 .009	Increment 1/Production Environment (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)	1	LO	(b)(4)		
0001 .010	Initial Operating Capability (IOC) (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)	1	LO	(b)(4)		
0001 A	Phase I/ Increment 1 - Award Fee (b)(4) of Continued ...				0.00	

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(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
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DATE OF ORDER 09/27/2017	CONTRACT NO HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001 B.001	(b)(4) - Not to Exceed Payable in accordance with Award Fee Plan (FPAF) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Phase I/ Increment 1 - Software (CPFF) Not to Exceed Increment 1 SW - Non-Production Environment Bill of Material (CPFF) Not to Exceed (NTE) Fixed Fee (b)(4) (Task Order Maximum (b)(4)) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)				(b)(4)	
0001 B.002	Increment 1 SW - Performance Test Environment Bill of Material (CPFF) NTE Fixed Fee (b)(4) Task Order Maximum (b)(4) (b)(4) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)				(b)(4)	
0001 B.003	Increment 1 SW - Operational Environment Bill of Material (CPFF) NTE Fixed Fee (b)(4) (Task Order Maximum (b)(4)) Continued ...				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

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

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DATE OF ORDER 09/27/2017	CONTRACT NO. HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(b)(4) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 05/26/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4) Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded (b)(4)					
0001 C.2	Phase I/Increment 1 - Non-DHS Hosting and Support Services (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 60 Days After Award Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4) Phase 2A/Increment 2 Production-Scaled Multimodal Modality Matching and Fusion	18	MO	(b)(4)		
0002 .001	Increment 2/ Phase 2A - Update Non-Production Environment (NPE) - Multimodal (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4) Continued ...	1	LO	(b)(4)		
					(b)(4)	

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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0002 .002	Increment 2/ Phase 2A - Release 1 - IXM Update Encounter (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)	1	LO	(b)(4)		
0002 .003	Increment 2/Phase 2A - Release 1 - IXM Delete Derogatory Information Service (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)	1	LO	(b)(4)		
0002 .004	Increment 2/ Phase 2A - Release 2 - EBTS Face Searching Service(FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)	1	LO	(b)(4)		
0002 .005	Increment 2/ Phase 2A - Release 2 - IXM Latent Maintenance Service (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Continued ...	1	LO	(b)(4)		

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(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
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DATE OF ORDER 09/27/2017	CONTRACT NO. HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)					
0002 .006	Increment 2/ Phase 2A - Release 2 - Receiving/Responding Capability (IXM Image Management requests) Software Available (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)	1	LO	(b)(4)		
0002 .007	Increment 2/ Phase 2A - Release 3 - Receiving/Responding Capability (IXM 6.2/SIT) -Software Available (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)	1	LO	(b)(4)		
0002 .008	Increment 2/ Phase 2A - Release Completed Acceptance Test Capability (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 Continued ...	1	LO	(b)(4)		
					(b)(4)	

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DATE OF ORDER 09/27/2017	CONTRACT NO HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)					
0002 .009	Increment 2/ Phase 2A - Release Completed Operational Test Capability (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)	1	LO	(b)(4)		
0002 .010	Increment 2 IOC (Multimodal Capability) (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4) CLIN 0002B - CPFF Hardware/Software Phase 2A/Increment 2	1	LO	(b)(4)		
0002 B.001	Increment 2/ Phase 2A SW - Non-Production Environment Bill of Material (CPFF) NTE Fixed Fee (b)(4) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Continued ...				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

**ORDER FOR SUPPLIES OR SERVICES
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0002 B.002	Funded: (b)(4) Increment 2/Phase 2A SW - Performance Test Environment Bill of Material (CPFF) NTE Fixed Fee (b)(4) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)				(b)(4)	
0002 B.003	Increment 2/Phase 2A SW - Operational Environment Bill of Material (CPFF) NTE Fixed Fee (b)(4) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)				(b)(4)	
0002 C.2	Phase 2A/Increment 2 - Non-DHS Hosting and Support Services (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 5 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)	18	MO	(b)(4)		
Continued ...						
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

**ORDER FOR SUPPLIES OR SERVICES
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003 .001	Phase 2B/Increment 2 Data Warehou Increment 2/ Phase 2B Update Non-Production Environment (NPE) for Data Warehouse (Optional CLIN) (FFP) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed	1	LO	(b)(4)	0.00	
0003 .002	Increment 2/ Phase 2B Complete Testing on Data Warehouse in NPE (Optional CLIN) (FFP) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed	1	LO	(b)(4)	0.00	
0003 .003	Increment 2/ Phase 2B Update Operational Environment SW for Data Warehouse (Optional CLIN) (FFP) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed	1	LO	(b)(4)	0.00	
0003 .004	Increment 2/ Phase 2B - Complete Acceptance Test of Data Warehouse (Optional CLIN) (FFP) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed CLIN 0003B - CPFF Hardware/Software Phase 2B/Increment 2 Continued ...	1	LO	(b)(4)	0.00	

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\$0.00

**ORDER FOR SUPPLIES OR SERVICES
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003 B.001	Increment 2/ Phase 2B Update Non-Production Environment (NPE) Software for Data Warehouse (Optional CLIN) (CPFF) NTE Fixed Fee (b)(4) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed				0.00	
0003 B.002	Increment 2/ Phase 2B Update Operational Environment Software for Data Warehouse (Optional CLIN) (CPFF) NTE Fixed Fee (b)(4) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 540 Days After Notice to Proceed				0.00	
0003 C.2	Phase 2B/Increment 2 - Non-DHS Hosting and Support Services for Data Warehouse (FFP) (Optional CLIN) (FFP) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 5 Days After Notice to Proceed	18	MO	(b)(4)	0.00	
0004	Travel - Increments 1 and 2 (Cost Reimbursable) NTE Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 09/25/2017 Accounting Info: USVIS15 V07 3Z 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-31-00 000000 Continued ...				(b)(4)	

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**ORDER FOR SUPPLIES OR SERVICES
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Funded: (b)(4)					
0005	Transition-Out (FFP) (Optional CLIN) Amount: (b)(4) (Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 90 Days After Notice to Proceed				0.00	
0006	Legacy Interface Development (T&M - Not to Exceed) (Optional CLIN) LOE NTE 3,304 hours Applications Developer Level II (Year 4) (b)(4) Applications Developer Level II (Year 5) (b)(4) Applications Developer Level II (Year 6) (b)(4) Amount: (b)(4) (Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 5 Days After Notice to Proceed				0.00	
0007	IXM Specification Version Translation (FFP) (Optional CLIN) Amount: (b)(4) (Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 5 Days After Notice to Proceed				0.00	
0008	Post IOC Migration (FPAF) Award Fee (b)(4) (b)(4) Payable in accordance with Award Fee Plan Total Line Item Value: (b)(4) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 180 Days After Notice to Proceed Continued ...				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

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

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

DATE OF ORDER 09/27/2017	CONTRACT NO HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: USVIS7A V07 VK 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: (b)(4)					
1001 A.2	Post Deployment Support Services Post Deployment Period 1 (Option 1) Non-DHS Hosting and Support Services (executable only after Increment 1 IOC is achieved) (FFP) Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 5 Days After Notice to Proceed	12	MO	(b)(4)	0.00	
1002	Travel - Post Deployment Support Period 1(Cost Reimbursable) NTE Amount: (b)(4) Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 5 Days After Notice to Proceed				0.00	
2001 A.2	Post Deployment Period 2 (Option 2) (FFP) Amount: (b)(4) (Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 5 Days After Notice to Proceed	12	MO	(b)(4)	0.00	
2001 B.2	Post Deployment Period 2 (Option 2) Non-DHS Hosting and Support Services for Data Warehouse (Optional CLIN - Executable only if CLIN Continued ...	12	MO	(b)(4)	0.00	

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

\$0.00

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

PAGE NO
16

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

DATE OF ORDER 09/27/2017	CONTRACT NO HSHQDC-14-D-E2035	ORDER NO HSHQDC-17-J-00370
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ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
2002	<p>0003, Increment 2/Phase 2B, was executed for Data Warehouse development) (FFP) Amount: (b)(4) (Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT</p> <p>Delivery: 5 Days After Notice to Proceed</p> <p>Travel - Post Deployment Support Period 2 (Cost Reimbursable) NTE Amount: (b)(4) (Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT</p> <p>Delivery: 5 Days After Notice to Proceed</p> <p>Accounting Info: USVIS15 V07 3Z 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-31-00 000000 Funded: \$0.00</p> <p>By the Contractor's signature below, the Contractor agrees to all the terms and conditions and performance requirements, herein:</p> <p style="margin-left: 20px;">PART 1: OP 347/348 (16 pages) PART 2: PWS (Cover plus i through ix; pages 1 through 101: Appendices 1, (5 pages) 2 (6 pages), 3 (7 pages) 4 (7 pages) and 5 (1 page); Factor 2b (5 pages) and 2c (9 pages) Schedule/Diagrams PART 3: Special Contract Requirements (Total 7 pages) PART 4: Contract Clauses (Total 25 pages) PART 5: Additional Appendices (Cover - 1 page, plus A1-A7 and B1-B15) (Total 23 pages)</p> <p>Contractor Signature/ Date (b)(6) 9/28/17</p> <p><i>Senior Contracts Administrator</i> The total amount of award: \$94,912,707.97. Continued ...</p>				0.00	

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

\$0.00

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

PAGE NO
17

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

DATE OF ORDER 09/27/2017	CONTRACT NO. HSHQDC-14-D-E2035	ORDER NO. HSHQDC-17-J-00370
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The obligation for this award is shown in box 17(i).					

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

\$0.00

INTEGRATED MASTER SCHEDULE (IMS) INTRODUCTION

In support of the Homeland Advanced Recognition Technology (HART) Request for Proposal (RFP), Northrop Grumman (b)(4)

(b)(4)

The IMS is (b)(4)

(b)(4)

As directed in the (b)(4)

(b)(4)

The following (b)(4)

(b)(4)

The IMS is (b)(4)

(b)(4)

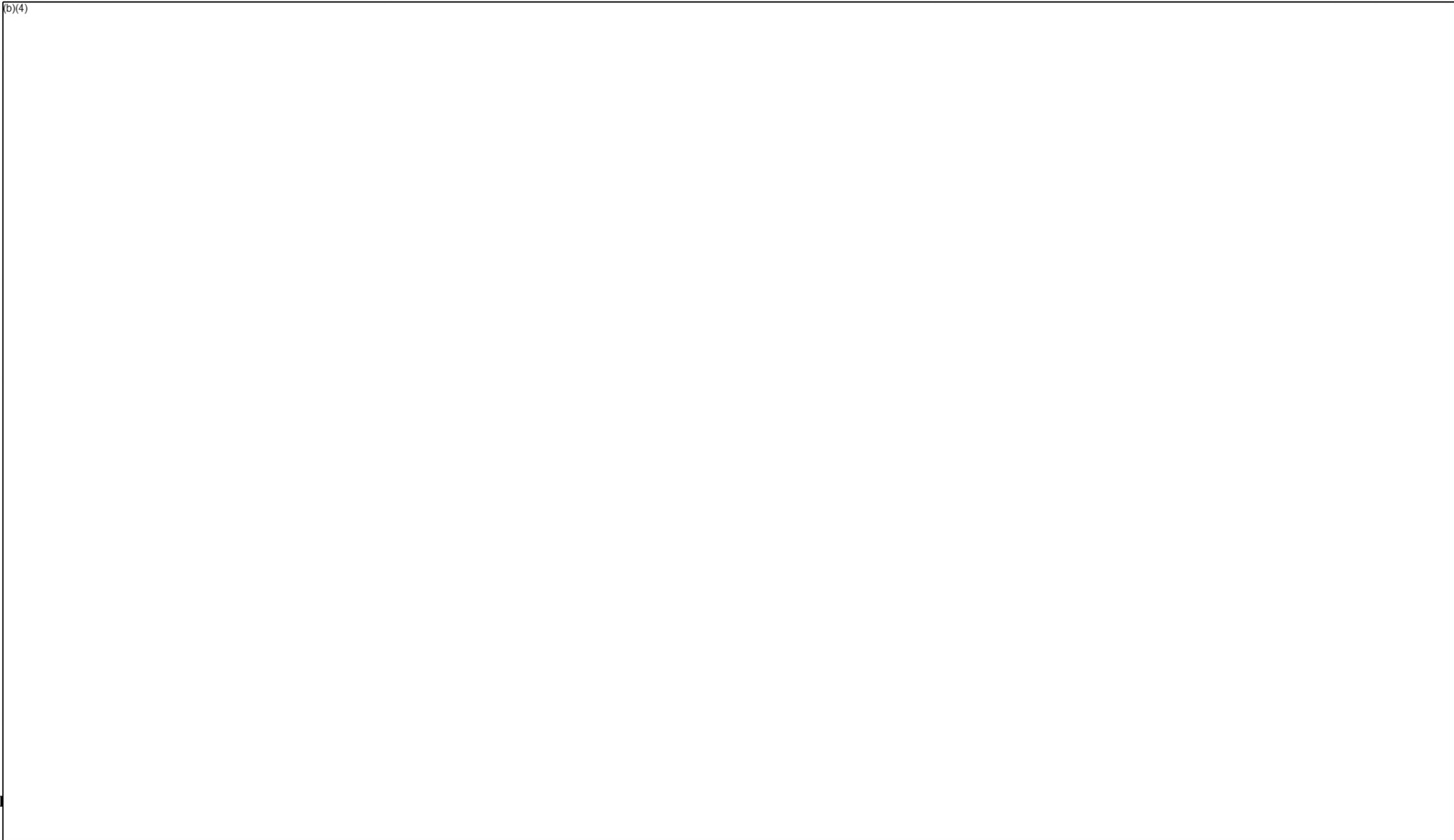
b. Schedule

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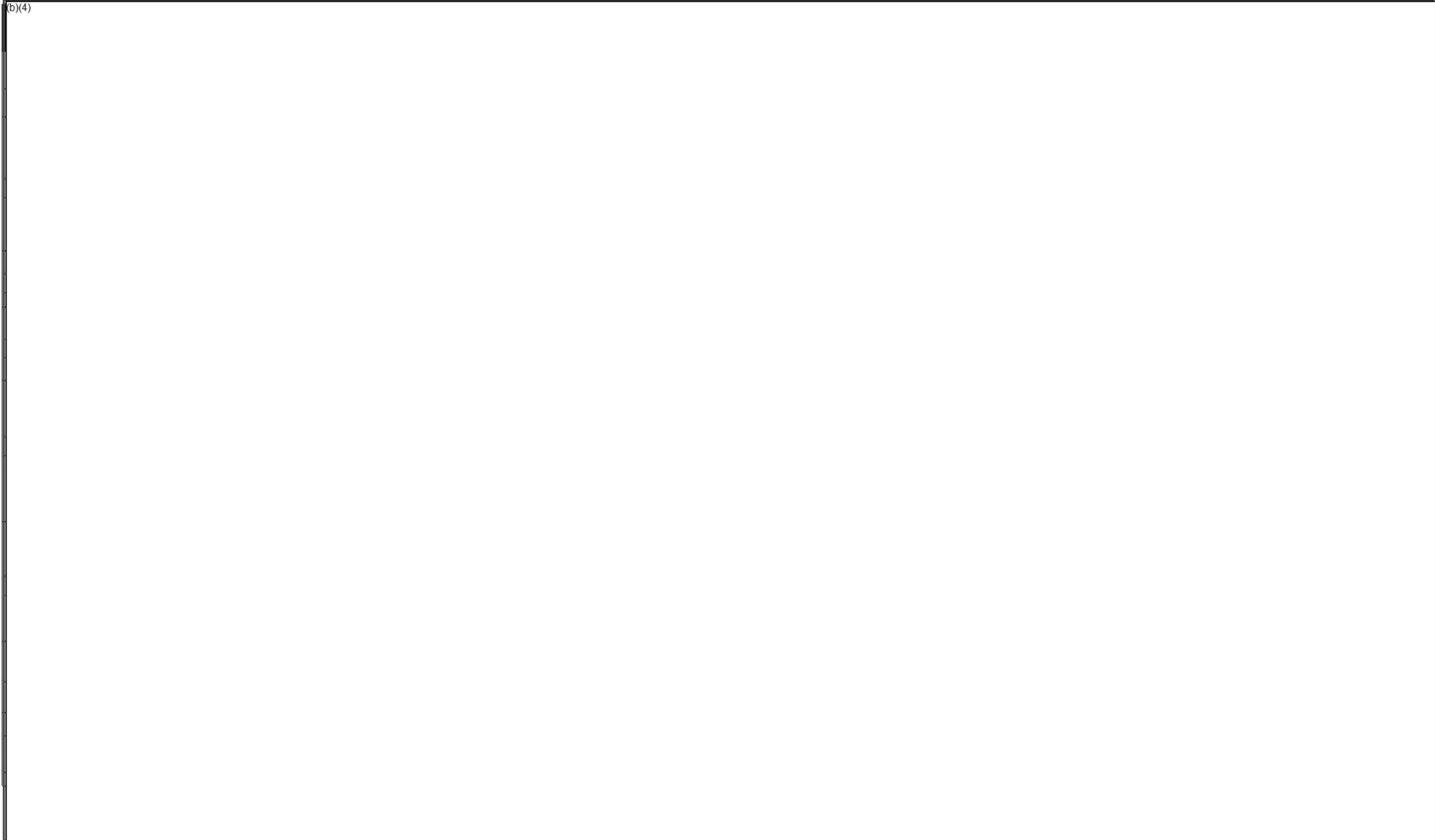


b. Schedule

(b)(4)



(b)(4)



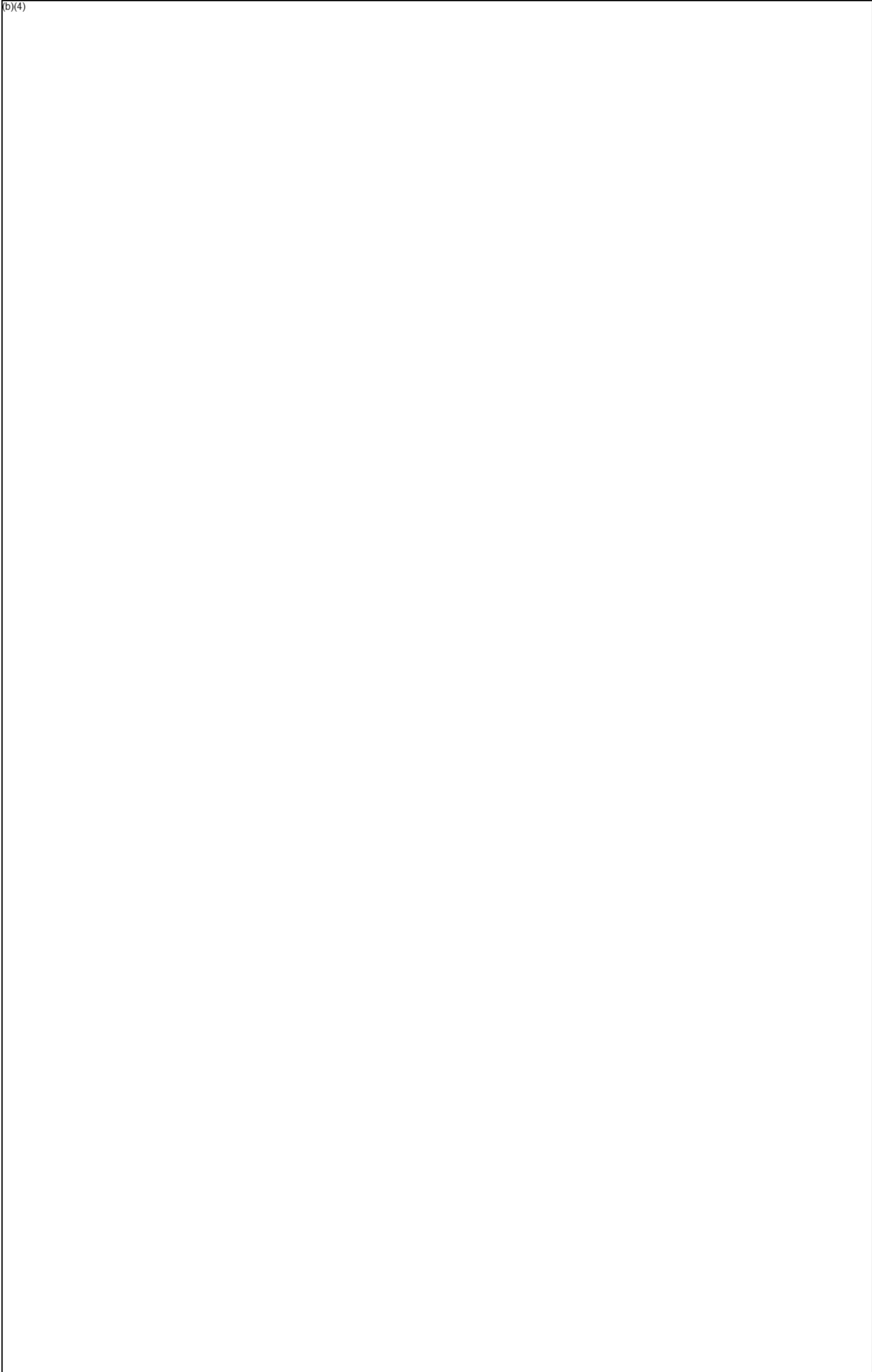
b. Schedule

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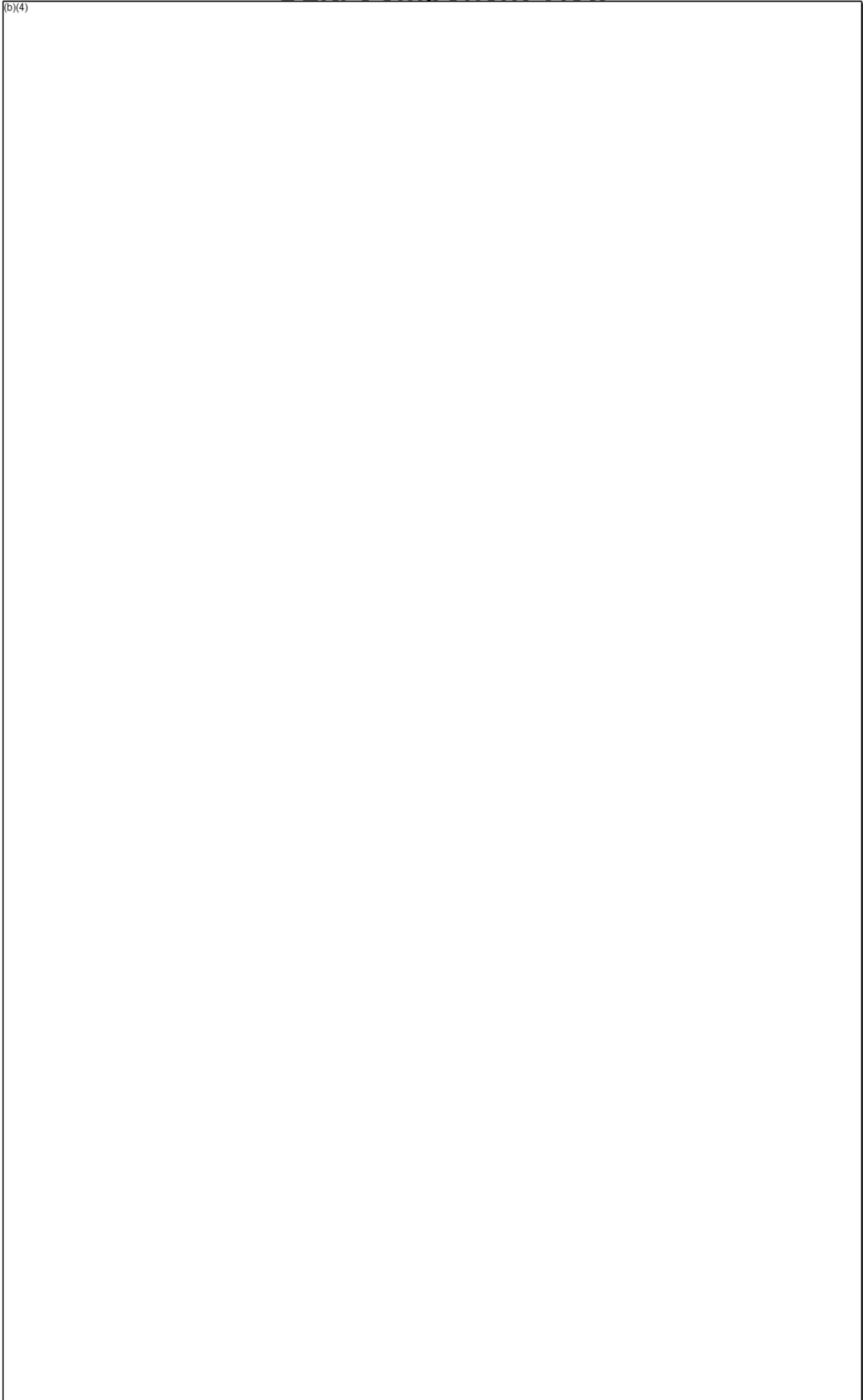
D1: 4+1 Architectural Views Of HART

(b)(4)



D2.a Component View

(b)(4)



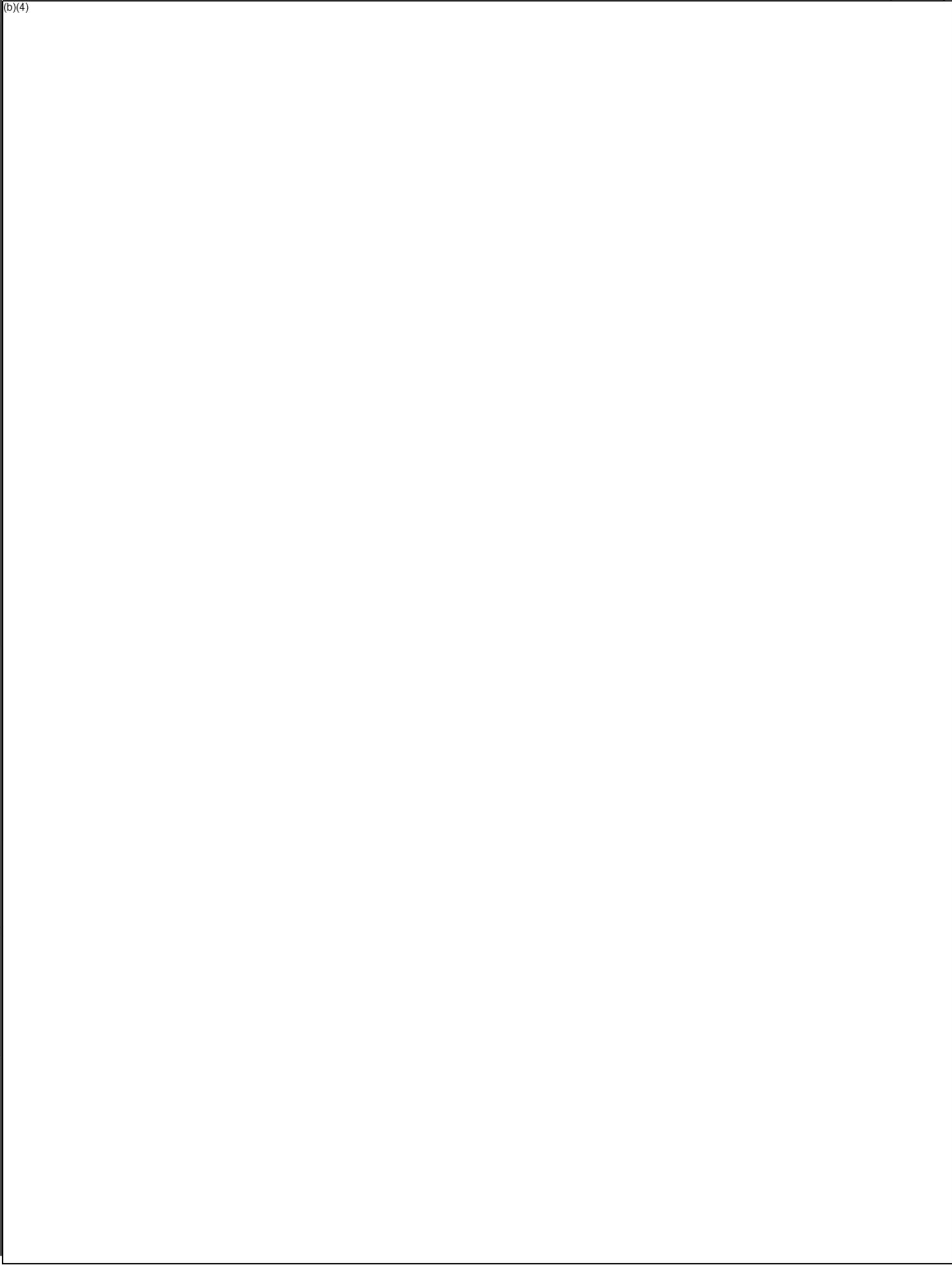
D3.a Infrastructure View

(b)(4)



D4.a Biometrics View

(b)(4)



D5.a Message Processing Phases

(b)(4)

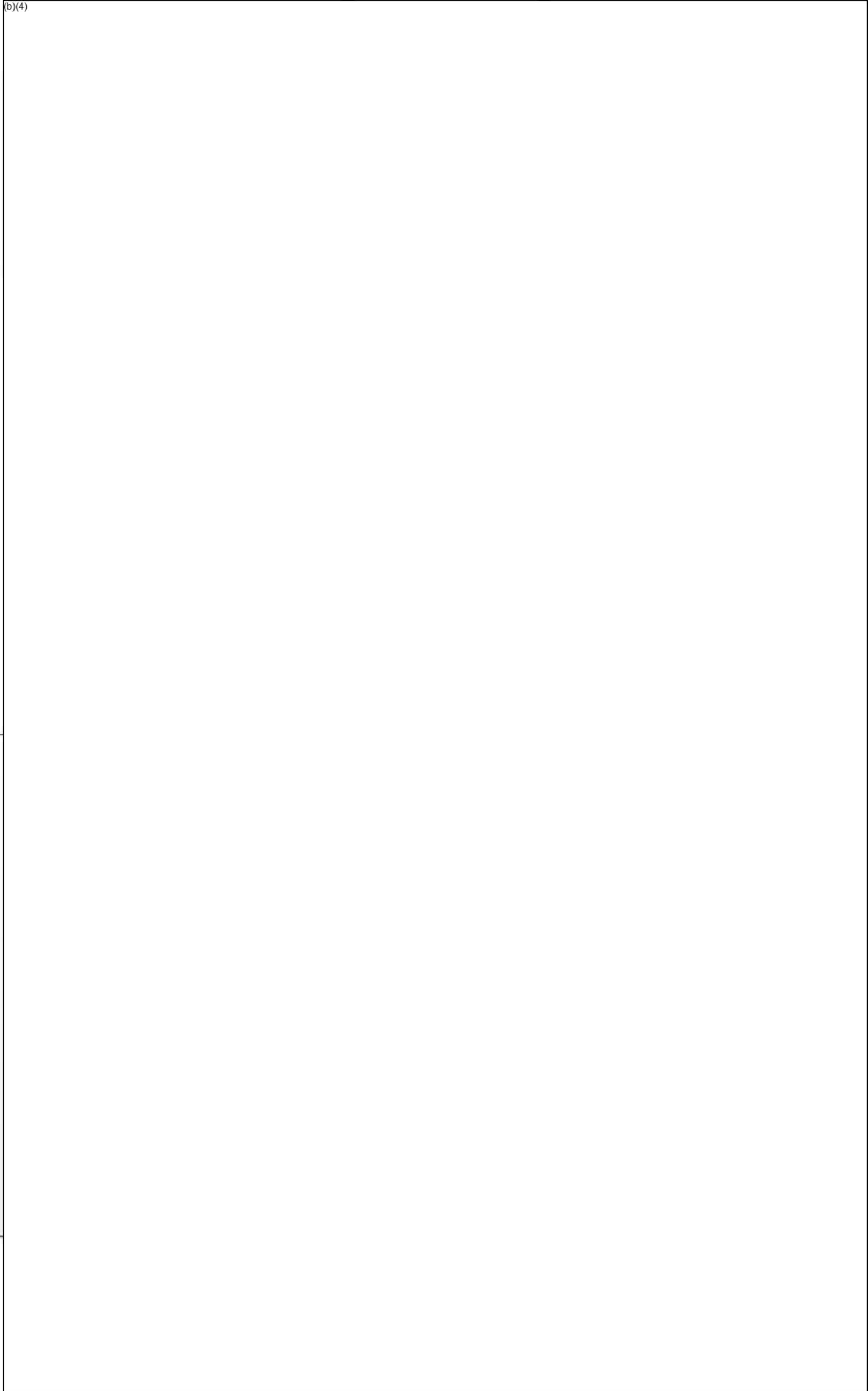


Diagram D.6 Contractor HART Architecture Solution

(b)(4)



D7.a

(b)(4)

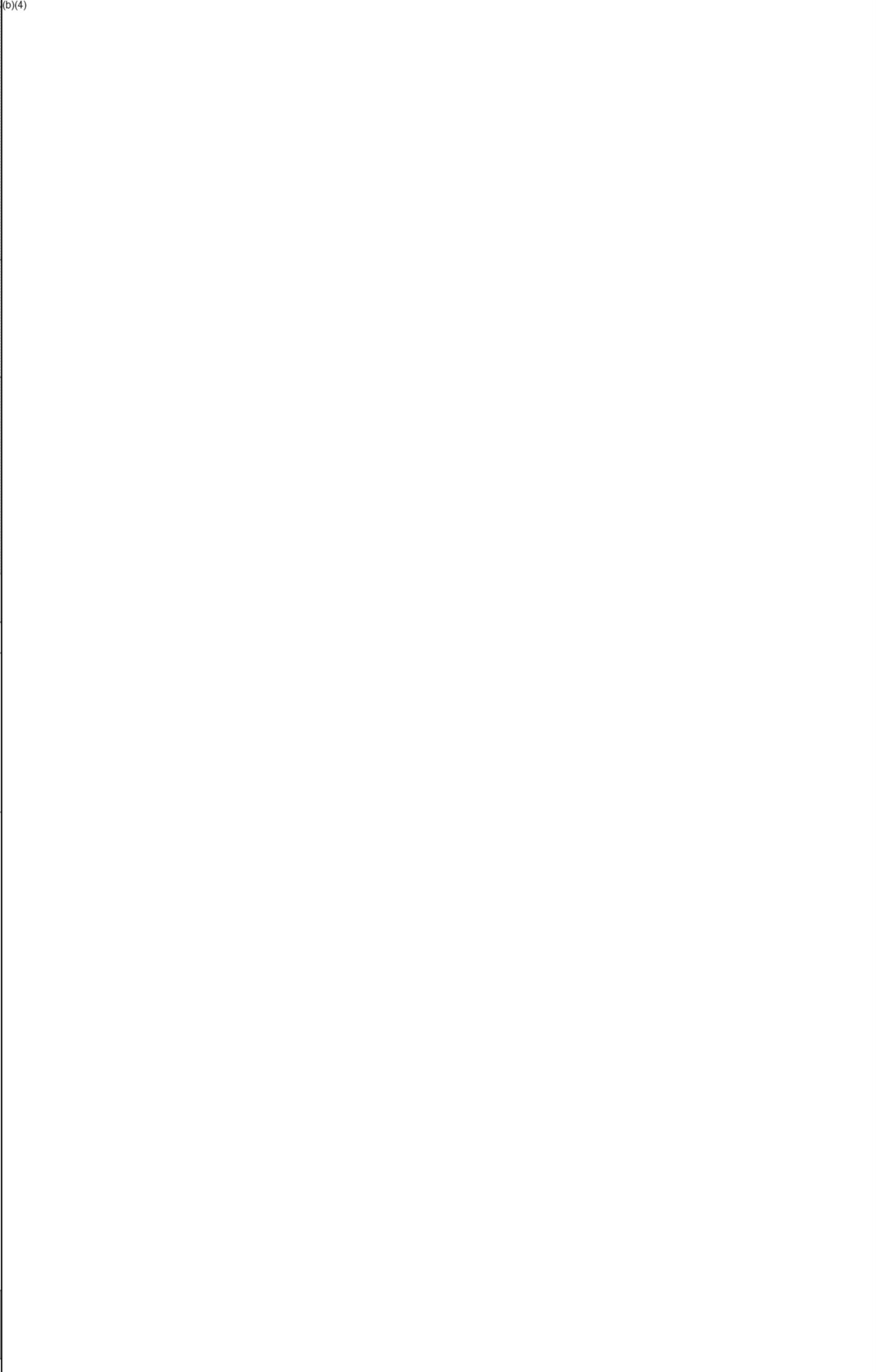
(b)(4)

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(b)(4)

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(b)(4)





PART 2

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GLOSSARY OF ACRONYMS

Acronym	Definition
ABIS	Automated Biometric Identification System
ADX	Application Data Xcelerator
AMI	Amazon Machine Image
ANC	Alaska Native Corporation
AO	Authorizing Official
AQL	Acceptable Quality Level
ATO	Authority to Operate
AWS	Amazon Web Services
(b)(4)	(b)(4)
BOM	Bill of Materials
BPA	Blanket Purchase Agreement
BPO	Baseline Performance Objective
CAGE	Commercial and Government Entity Code
CASB	Cost Accounting Standards Board
CBAR	Contract Business Analysis Repository
CCB	Change Control Board
CFA	Cognizant Federal Agency
CFAO	Cognizant Federal Agency Official
CFE	Contractor Furnished Equipment
CI	Configuration Item
CIO	Chief Information Officer
CLIN	Contract Line Item Number
CM	Configuration Management
CMF	Cost of Money Computation Forms
CMMI	Capability Maturity Model Integration
CMP	Configuration Management Plan
COM	Cost of Money
CONOPS	Concept of Operations
COOP	Continuity of Operations
COR	Contracting Officer's Representative
COTS	Commercial-off-the-Shelf
CPAS	Corrective and Preventive Action System
CPFF	Cost-Plus Fixed Fee
CR	Cost Reimbursable
CSP	Cloud Service Provider
CTA	Certification Test Authority
CVT	Candidate Verification Tool
DACO	Divisional Administrative Contracting Officer
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DIA	Defense Intelligence Agency

Acronym	Definition
DISA	Defense Information Systems Agency
DoD	Department of Defense
DOJ	Department of Justice
DOS	Department of State
DRL	DROOLS Rule Language
DSBS	Dynamic Small Business Search
DSL	Domain-Specific Language
DTP	Development Test Plan
DUNS	Data Universal Numbering System
EAC	Estimate at Complete
EADIS	Enterprise Application and Development and Integration Services
EAGLE II	Enterprise Acquisition Gateway for Leading Edge Solutions II
EBS	Elastic Block Storage
EDC	Enterprise Data Center
EIN	Employer Identification Number
ES & CSO	Enterprise Services and the Chief Strategy Office
ESB	Enterprise Service Bus
eSRS	Electronic Subcontracting Reporting System
ETL	Extract, Transform and Load
EVM	Earned Value Management
EVMS	Earned Value Management System
FABrIC	Forensics and Biometrics Interim Capability
FAR	Federal Acquisition Regulation
FCCM	Facilities Capital Cost of Money
FCCOM	Facilities Capital Cost of Money
FFP	Firm Fixed Price
FPAF	Fixed Price Award Fee
FPRP	Forward Pricing Rate Proposal
FRD	Functional Requirements Document
FTE	Full-Time Equivalent
G&A	General and Administrative
GDSP	Global Supplier Diversity Program
GFE	Government furnished equipment (
GFP	Government-Furnished Property
GFY	Government Fiscal Year
GOTS	Government-off-the-Shelf
GPB	Google Protocol Buffer
GSS	General Support System
HART	Homeland Advanced Recognition Technical
HBCU	Historically Black College or University
HSDN	Homeland Secure Data Network
HUBZone	Historically Underutilized Business Zone

Acronym	Definition
I&I	Integration and Interoperability
IA	Information Assurance
IACS	Information Assurance Compliance System
IATO	Interim Authority to Operate
IATT	Interim Authority To Test
IAW	In Accordance With
IC	Intelligence Community
ICCB	Infrastructure Change Control Board
ICD	Interface Control Document
IDENT	Automated Biometric Identification System
IDIQ	Indefinite Delivery, Indefinite Quantity
IMS	Integrated Master Schedule
INCOSE	International Council on Systems Engineering
INS	Immigration and Naturalization Service
IOC	Initial Operating Capability
IPR	In-Progress Review
IPRS	Intranet Program Review System
IPT	Integrated Project Team
IRAD	Internal Research and Development
iRRR	incremental Release Readiness Review
ISA	Interconnection Security Agreement
ISO	International Organization for Standardization
ISR	Individual Subcontract Report
ITIL	Information Technology Infrastructure Library
IV&V	Independent Verification and Validation
IXM	IDENT Exchange Messages
LOE	Level of Effort
MI	Minority Institution
MIS	Matcher Interface Service
MMAS	Material Management Accounting System
MMBS	Multimodal Bridge Solution
MPS	Material Procurement Subcontracts
NA	Native American
NAS	Network Attached Storage
NCR	National Capital Region
NDA	Non-Disclosure Agreement
NGI	Next Generation Identification
NGMS	Northrop Grumman Mission Systems
NGTS	Northrop Grumman Technical Solutions
NIST	National Institute of Standards and Technology
NPE	Non-Production Environment
NPE	Non-Production Environment

Acronym	Definition
NPPD	National Protection and Programs Directorate
NTP	Notice to Proceed
O&M	Operations and Maintenance
OBIM	Office of Biometric Identity Management
OCI	Organizational Conflict of Interest
ODC	Other Direct Cost
ODR	Operational Data Reporting
OE	Operational Environment
OLAP	Online Analytical Processing
OPEX	Operating Expense
ORD	Operational Requirements Document
ORR	Operational Readiness Review
OSDBU	Office of Small and Disadvantaged Business Utilization
OT&E	Operational Test and Evaluation
OTA	Operational Test Agent
OTRR	Operational Test Readiness Review
PaaS	Platform-as-a-Service
PAC	Post-Award Conference
PASE	Pre-Assessment Self Evaluation
PCCB	Project Change Control Board
PEF	Program Execution Framework
PEM	Performance Engineering Methodology
PICS	Password Issuance Control System
PII	Personally Identifiable Information
PKI	Public Key Infrastructure
PM	Program Manager
PMO	Program Management Office
PMP	Project Management Plan
POA&M	Plan of Action and Milestones
PRR	Production Readiness Review
PSD	Personnel Security Division
PTA	Privacy Threshold Analysis
PTE	Performance Test Environment
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
RACI	Responsible, Accountable, Consulted, Informed
RDBMS	Relational Database Management System
RFP	Request for Proposal
RMP	Risk Management Plan
RMT	Risk Management Team
ROM	Risk and Opportunity Management
RPR	Release Planning Review
RRR	Release Readiness Review

Acronym	Definition
RTM	Requirements Traceability Matrix
S3	Simple Storage Service
SA	Security Authorization
SAM	System for Award Management
SAMS	Supplier Assessment Management System
SAN	Storage Area Network
SAP	Security Accreditation Package
SAR	Security Assessment Report
SAS	System Architecture Skeleton
SAT	System Acceptance Test
SB	Small Business
SCAMPI	Standard CMMI Appraisal Method for Process Improvement
SCORM	Sharable Content Object Reference Model
SDB	Small Disadvantaged Business
SDD	System Design Document
SDLC	Software Development Lifecycle
SDR	System Definition Review
SDVO SB	Service-disabled Veteran-owned Business
SEER-SEM	Software Evaluation and Estimation of Resources Software Estimating Model
SELC	Systems Engineering Lifecycle
SFT	System/ Functional Test
SIT	Secondary Inspection Tool
SIT	System Integration Test
SLA	Service Level Agreement
SLOC	Software Lines of Code
SME	Subject Matter Expert
SOA	Service-Oriented Architecture
SOC	Security Operations Center
SOP	Standard Operating Procedure
SPAR	Supplier Performance Assessment Report
SPII	Sensitive Personally Identifiable Information
SPT	System Performance Test
SR&D	Sprint Review and Demo
SRD	System Requirements Document
SSP	System Security Plan
SSR	Summary Subcontract Report
SW	Software
T&M	Time and Material
T3G	Templates, Tools, Training, and Guidance
TCO	Total Cost of Ownership
TEMP	Test and Evaluation Master Plan
TIN	Taxpayer Identification Number

Acronym	Definition
TINA	Truth in Negotiations Act
TRR	Test Readiness Review
UI	User Interface
UML	Unified Modeling Language
US-CERT	U. S. Computer Emergency Readiness Team
US-VISIT	United States Visitor and Immigrant Status Indicator Technology
VAB	Value Added Base
VOS	Vendor Outreach Session
VOSB	Veteran-owned Small Business
WBS	Work Breakdown Structure
WOSB	Women-owned Small Business

Performance Work Statement (PWS) for Homeland Advanced Recognition Technology (HART) system

.0 GENERAL (BPO 1.1, 5.3.1.1.A, 6.1.2)

The Department of Homeland Security (DHS) Office of Biometric Identity Management (OBIM) seeks to replace its existing identity management system, the Automated Biometric Identification System (IDENT) with an enhanced, scalable, modular, and multimodal identity management system — the Homeland Advanced Recognition Technology (HART) system.

1.1 Background (BPO 1.2, 1.3)

OBIM's mission is to provide enduring identity services to DHS and its mission partners that enable informed decision-making by producing accurate, timely, and high-assurance biometric identity information and analysis in compliance with the 2013 Appropriations Act. The ability of DHS and its partner agencies to fulfill their missions requires access to actionable, timely, and accurate information that distinctly identifies individuals. Decision-makers must be able to verify presented identities, identify persons who may be inadmissible to the United States, and identify persons ineligible for certain status or privileges granted by the Government. Biometrically established and verified identity information provides a higher level of assurance of an individual's identity than the possession of identity affirming documents. Persons of concern include immigration violators, domestic and international fugitives, military detainees, known or suspected terrorists, or national security threats.

1.2 Scope (BPO 1.5, 1.9, 2.3, Appendix C)

The scope of this acquisition includes the design, engineering, development, acquisition, integration, testing, and software installation tasks that the Contractor shall perform to replace the IDENT system with the HART enhanced, scalable, modular, and multimodal identity management system. The Contractor shall acquire or otherwise provision the infrastructure necessary to host HART processing. Additionally, the Contractor shall provide or otherwise ensure post-deployment operations and maintenance (O&M) support for both the HART software applications and the HART infrastructure. This effort includes not only developing and integrating the new biometric system itself but also designing a scalable information technology (IT) infrastructure to host the system; designing scalable image and data storage architecture; acquiring hardware, hosting services, and software necessary to provision the supporting IT infrastructure both for new system testing environments and for production operating environments; and providing post-deployment operational support.

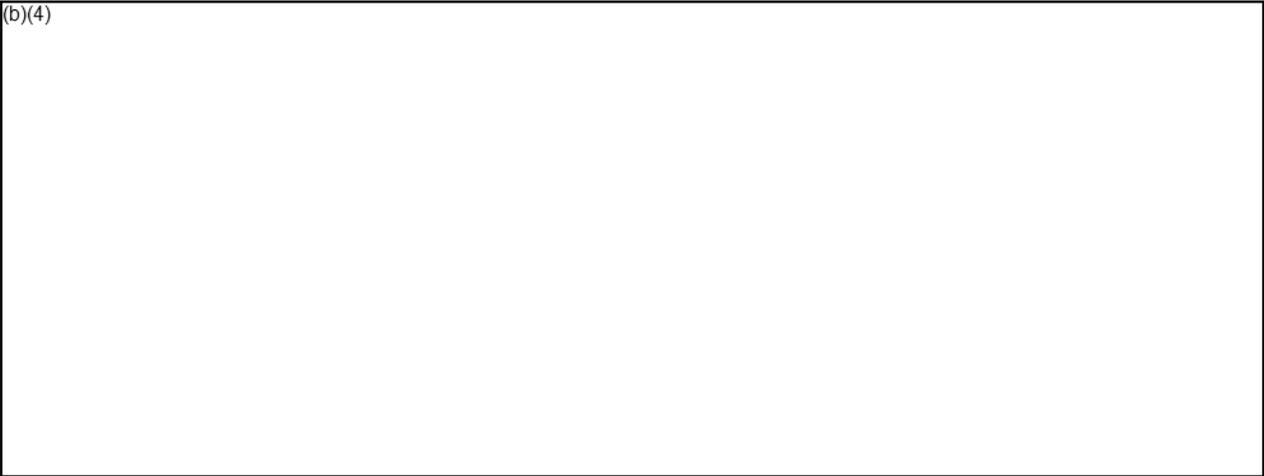
This PWS document describes the Contractor's tasks associated with the HART program Increments 1 and 2 that includes the design, development, and implementation of the HART core application and its supporting infrastructure. The HART core application shall be based on integrating commercial, government, and/or open-source off-the-shelf software components and/or frameworks. This effort also calls for designing and provisioning the computing, data management, data storage, and network infrastructures necessary to support both testing and production operations for the HART system and transitioning data and processing from the current IDENT system to the replacement system. The PWS scope includes optional efforts. The scope of the post-deployment support includes maintenance and enhancement support for the HART application and O&M support for the HART infrastructure in place at the end of Increment 1. It shall include any additional software applications or infrastructure added to the HART processing environment during Increment 1 and during Increment 2 as a result of

Increment 2 development. These options also include the provision of Level 2 and Level 3 system support (see Appendix 4) for HART infrastructure, data, and applications.

1.3 Objective (BPO 1.3, 1.4, 1.6, 2.0)

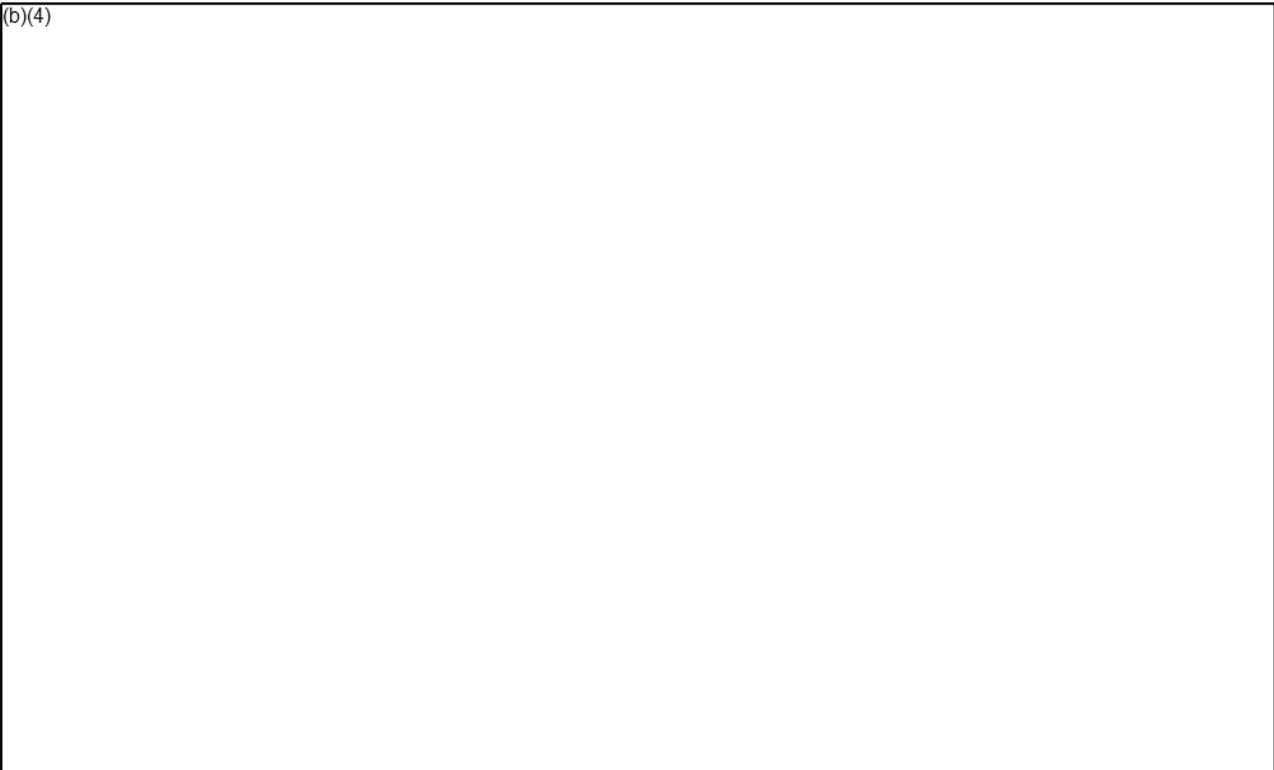
Increment 1 of HART shall establish the foundational system architecture for subsequent development and expansion. Increment 1 shall establish the HART identity database, biometric image storage, a fingerprint matching subsystem, and a latent fingerprint matching subsystem. Increment 1 includes the design, development, and integration of the HART core application software suite, the implementation of testing environments for developmental and performance testing, system functional and performance testing, the conversion of existing IDENT data stores into the HART data management architecture, and the partial migration of processing under IDENT to production processing under HART.

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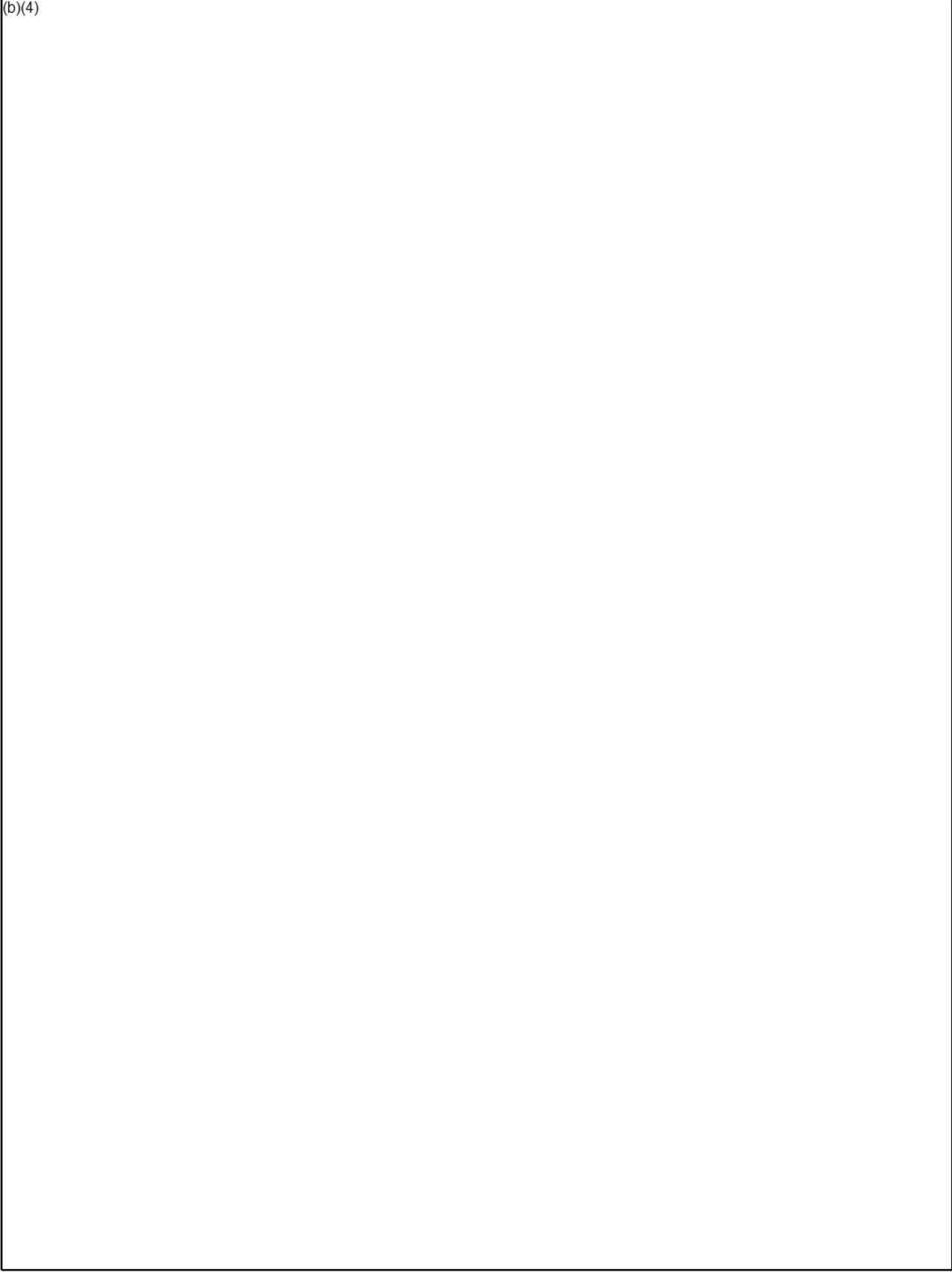


1.4 Applicable Documents (BPO 9.0)

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2.0 SPECIFIC REQUIREMENTS/TASKS (BPO 2 – 5, RFP QUESTIONS 1 - 66)

Our implementation detailed in this section complies with all BPO Objectives cited in this section's title without modification or exception.

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2.1 System Increment 1 (WBS 1.0, BPO 1.4.1, 2)

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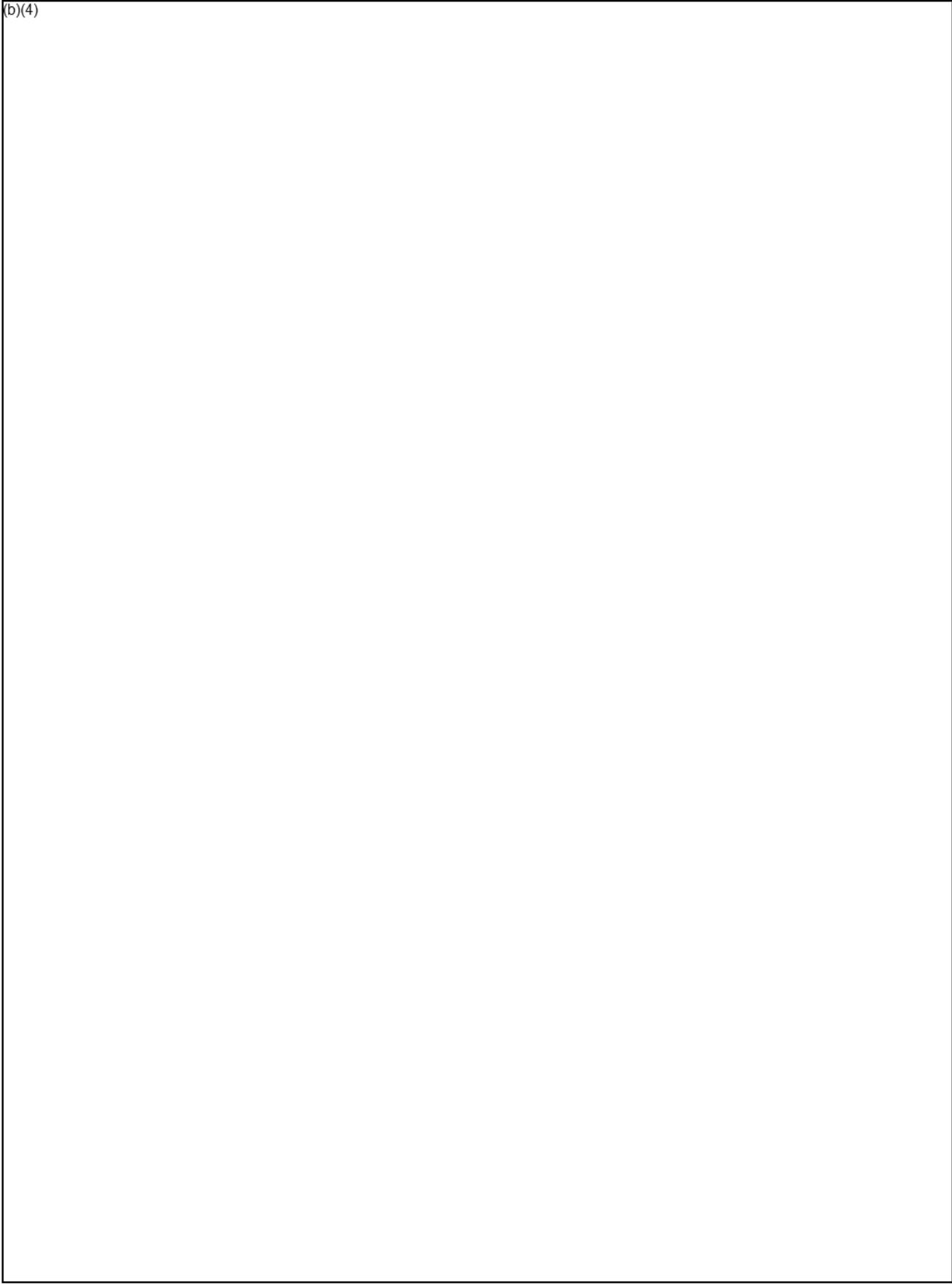
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2.1.1 Task 1 – Increment 1 Development Systems Engineering (WBS 1.1, BPO 2.1, 5.1, 5.2, 5.3, 5.8, 5.11, RFP 6.1.2 Questions 1, 2, 4 – 15, 40 – 43, 46 – 49, 61 – 65)

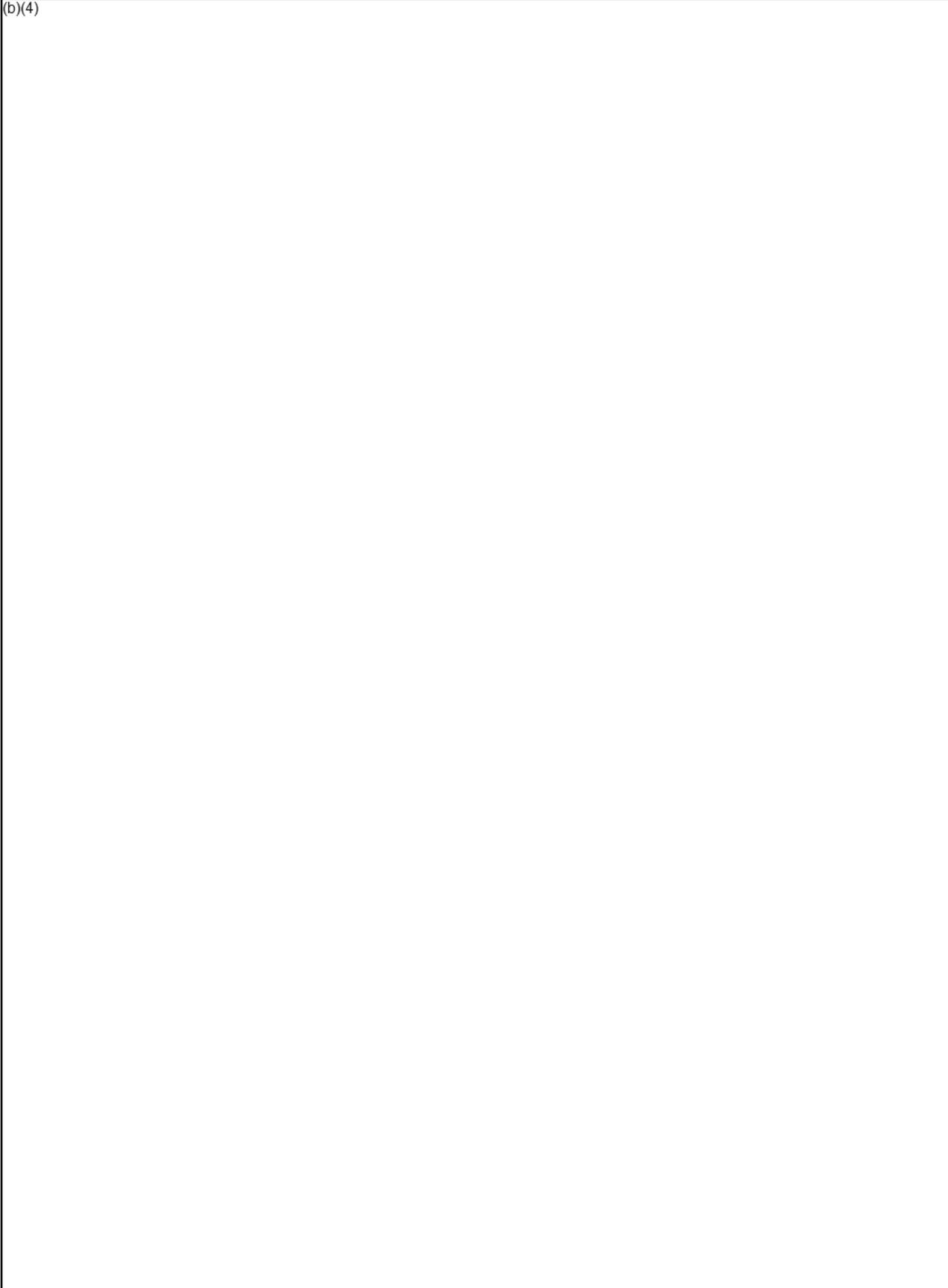
Our implementation detailed in this section complies with all BPO Objectives cited in this section's title without modification or exception.

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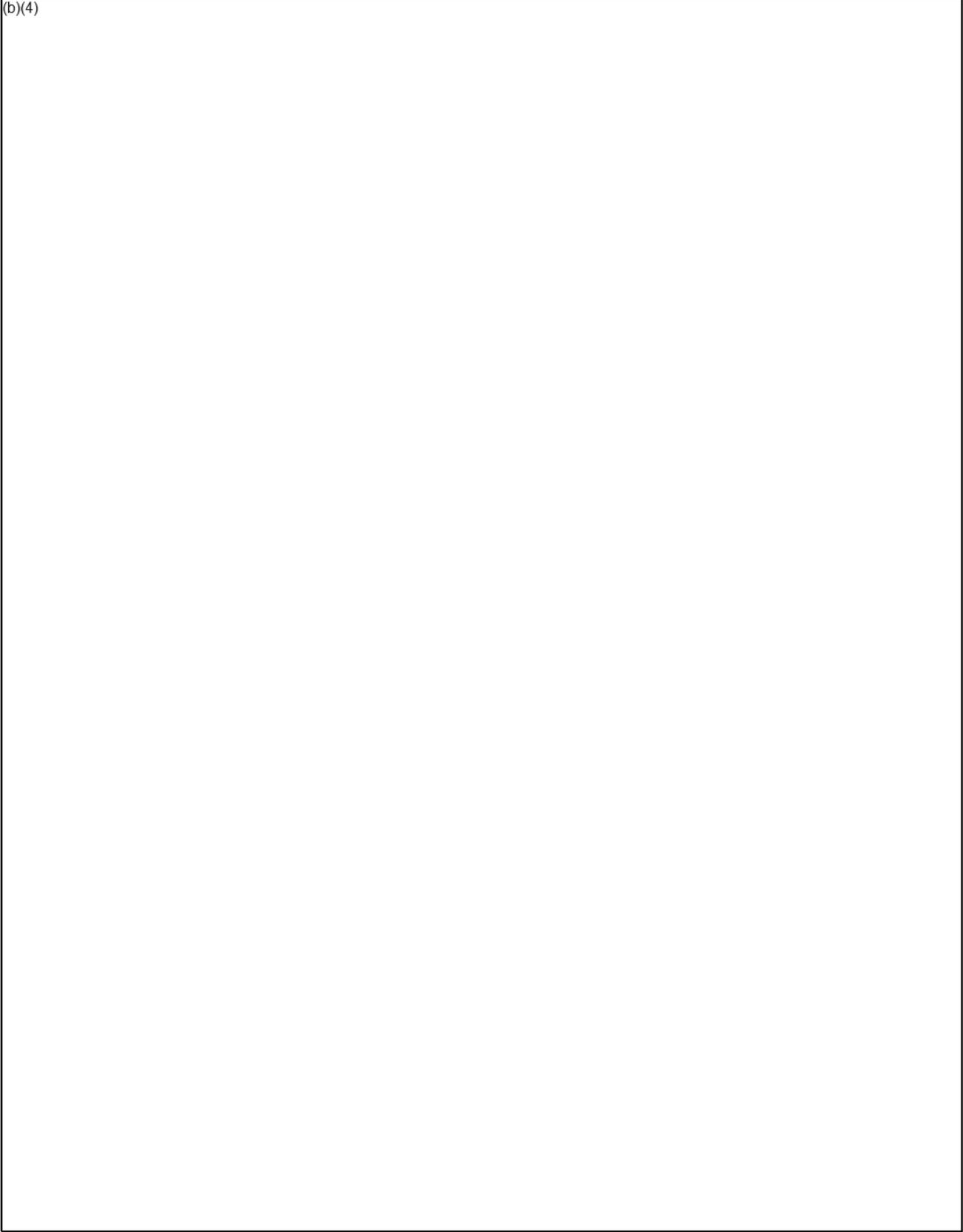
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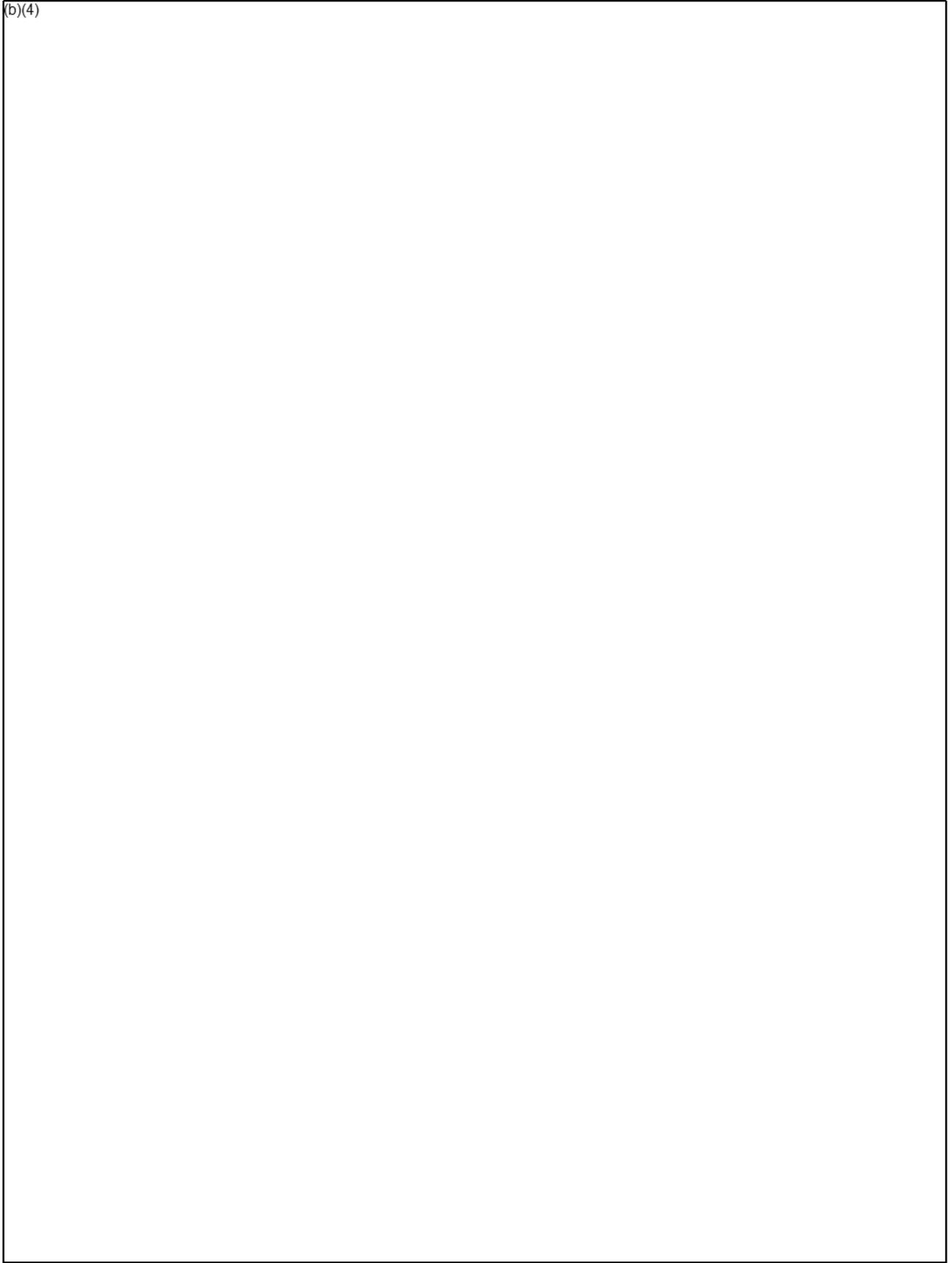
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Figure 2.1.1-4.

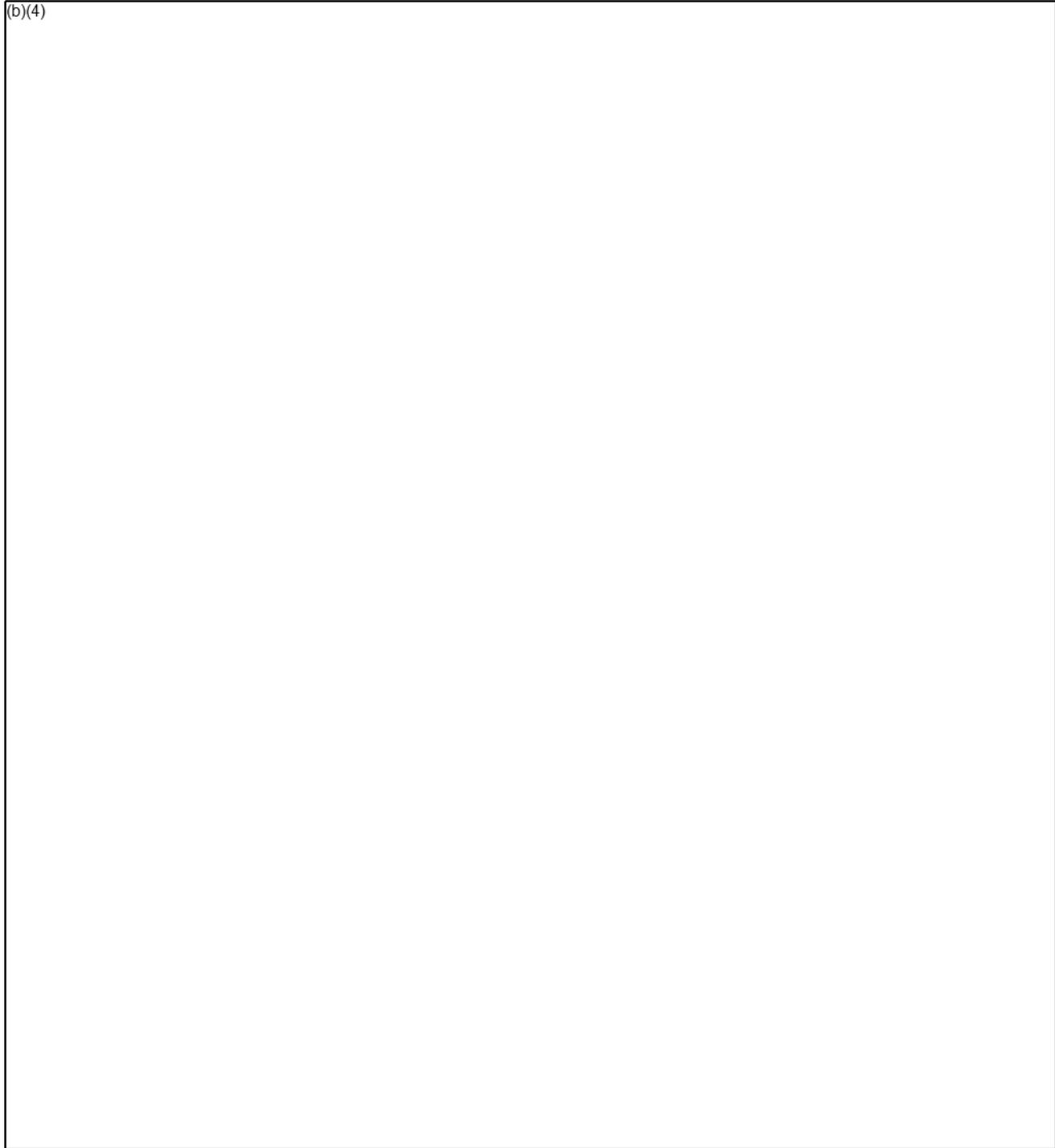
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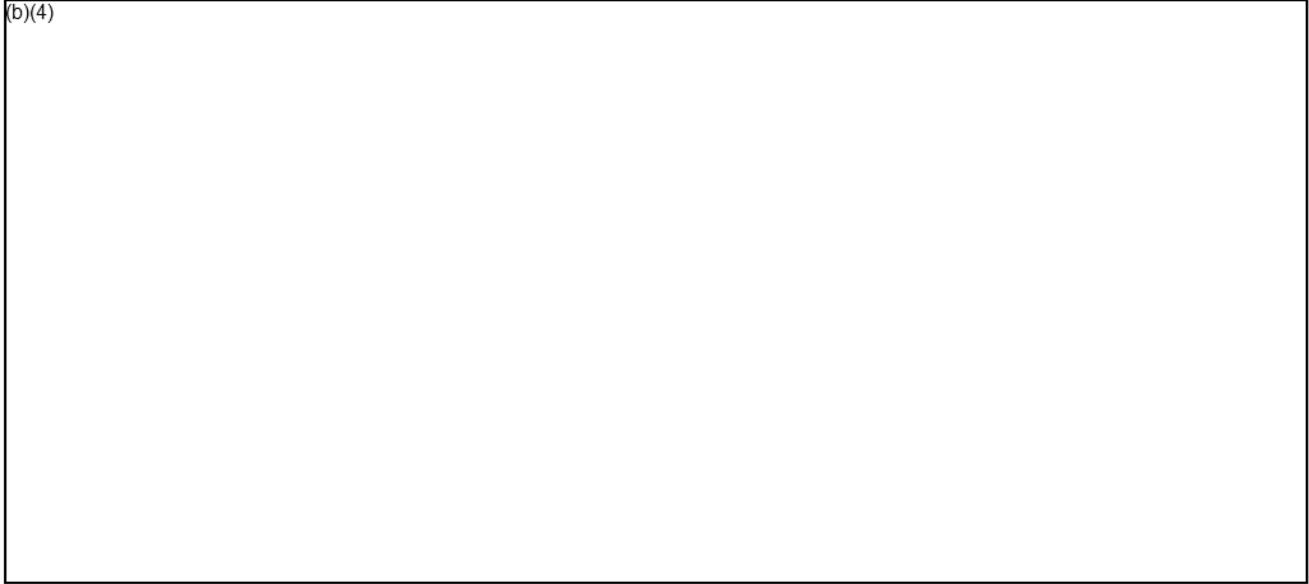
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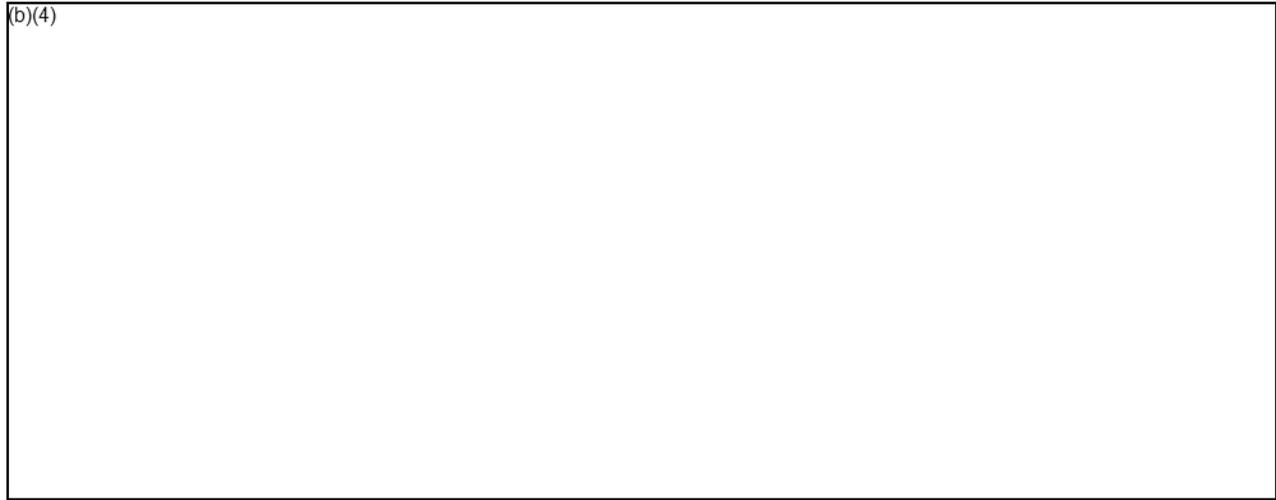
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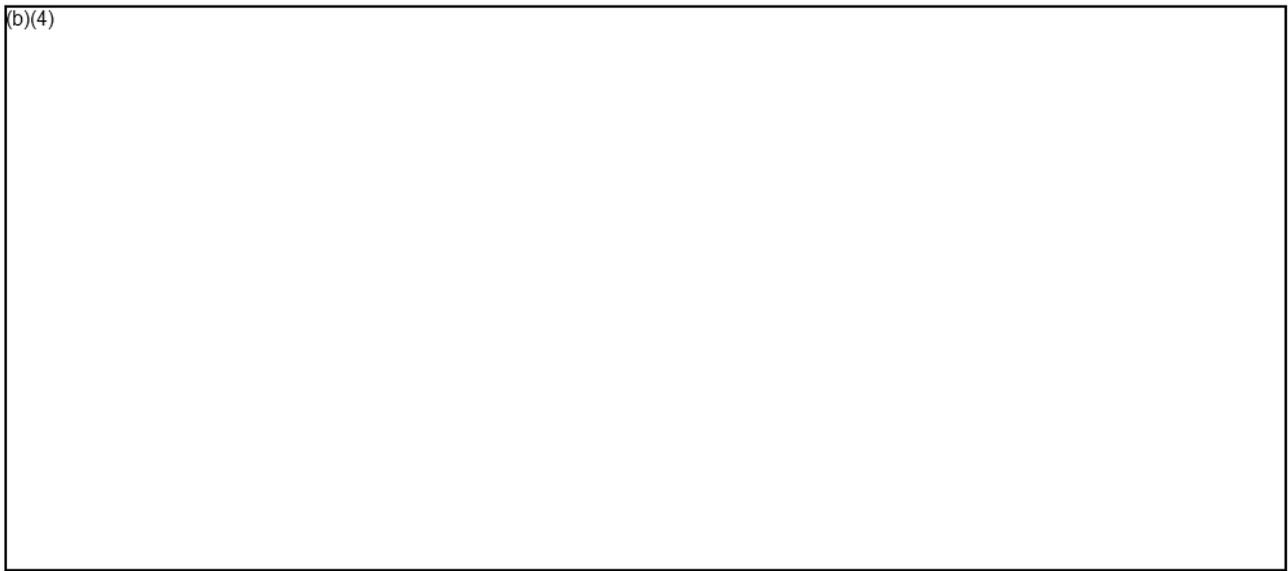
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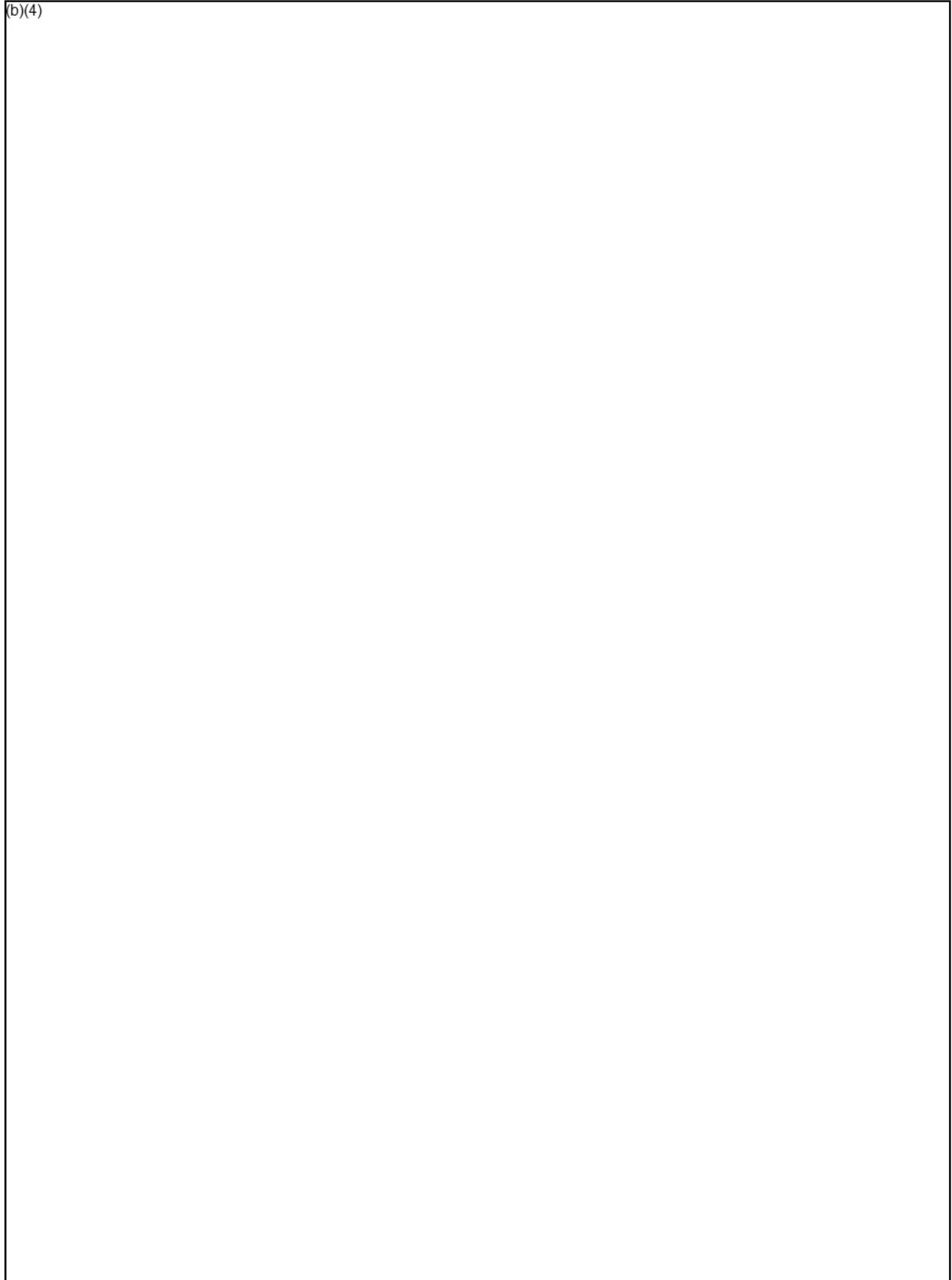
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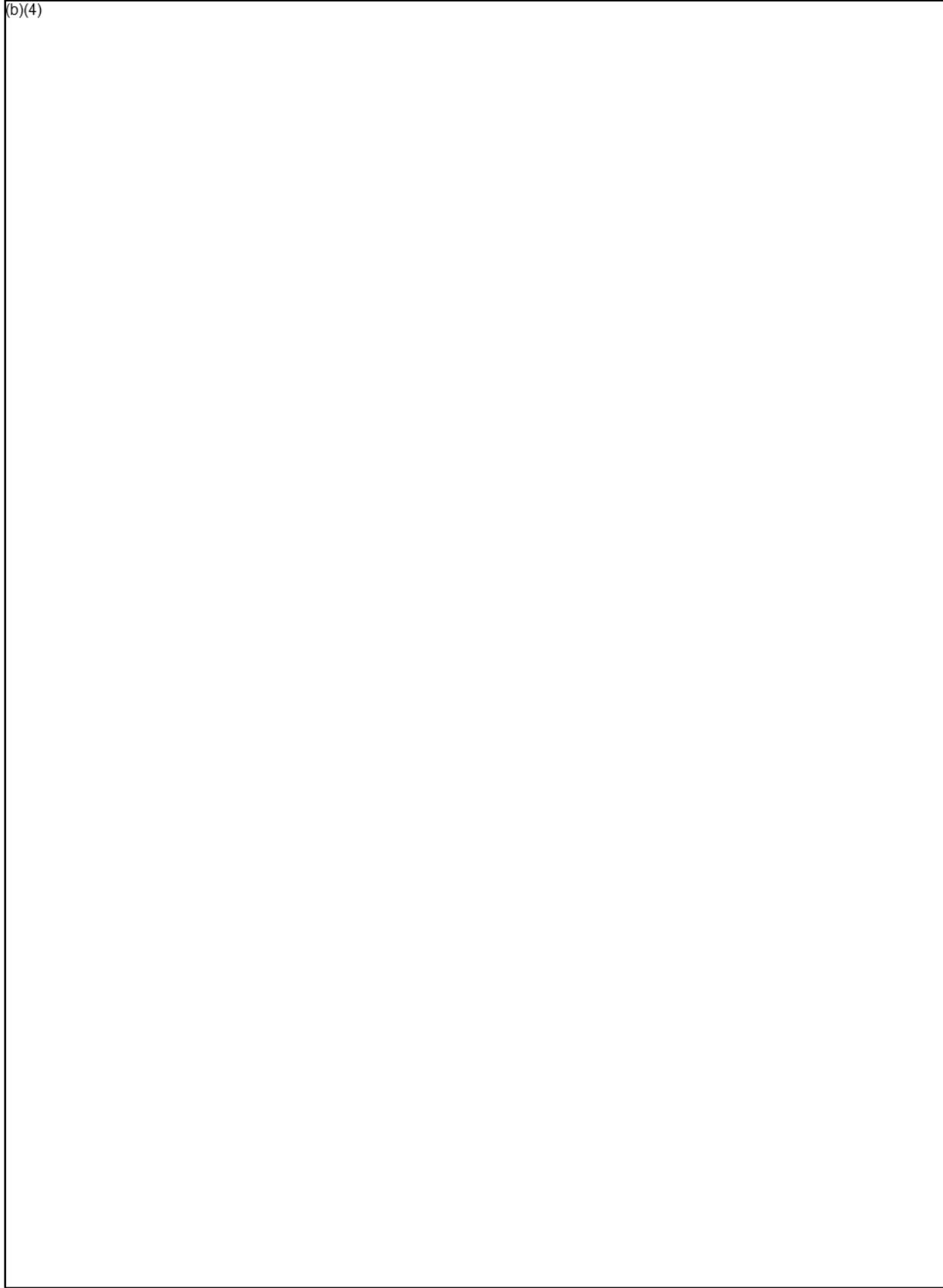
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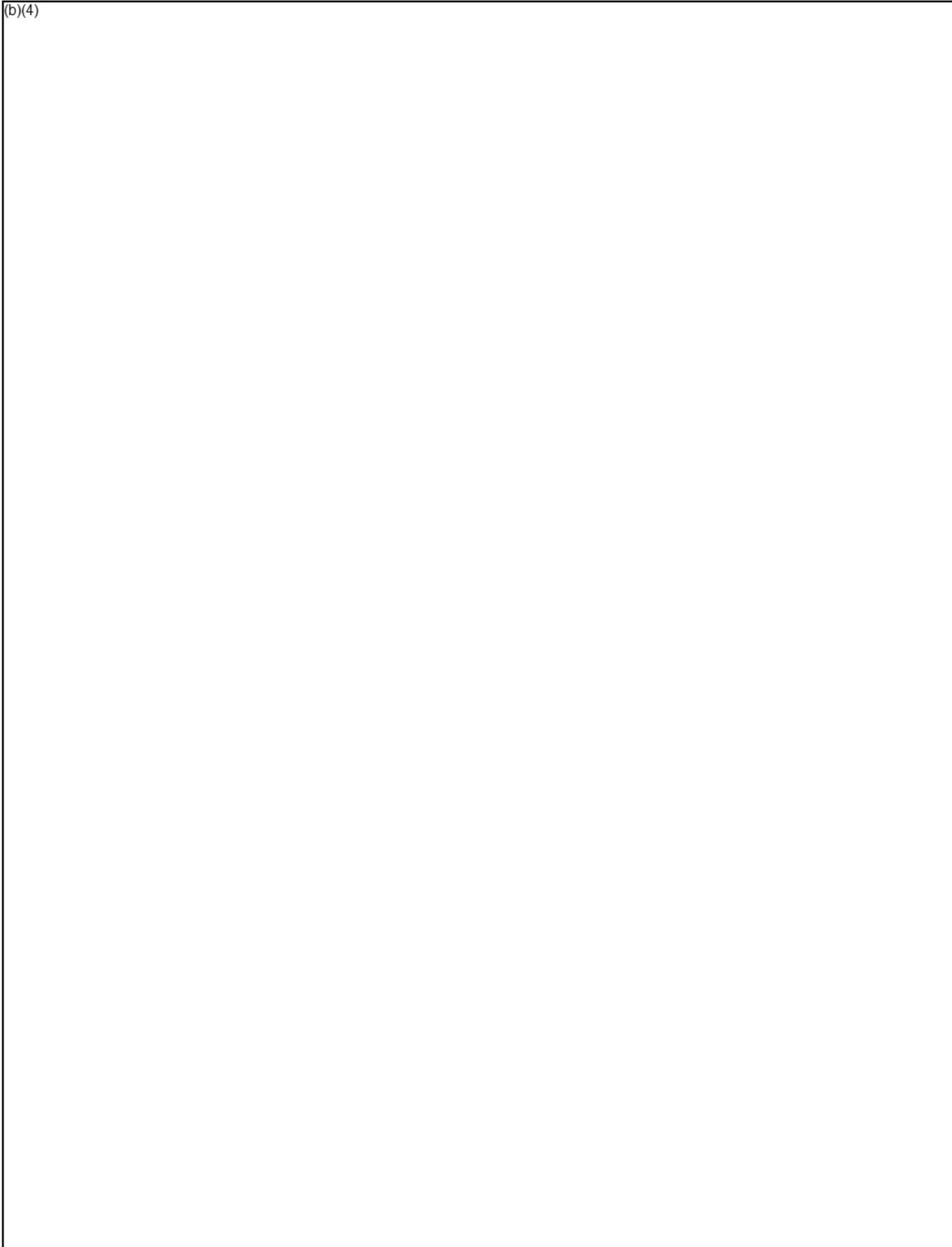
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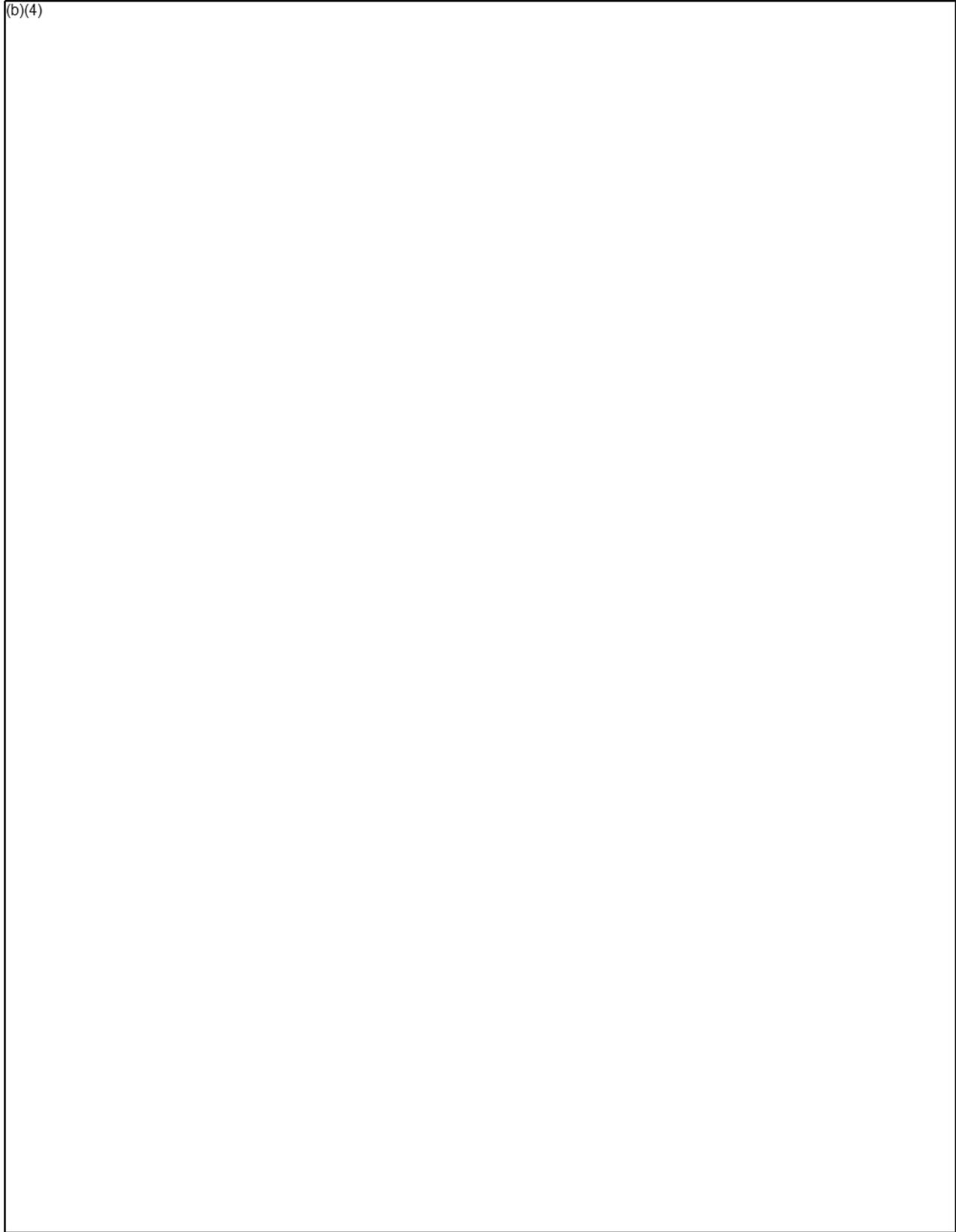
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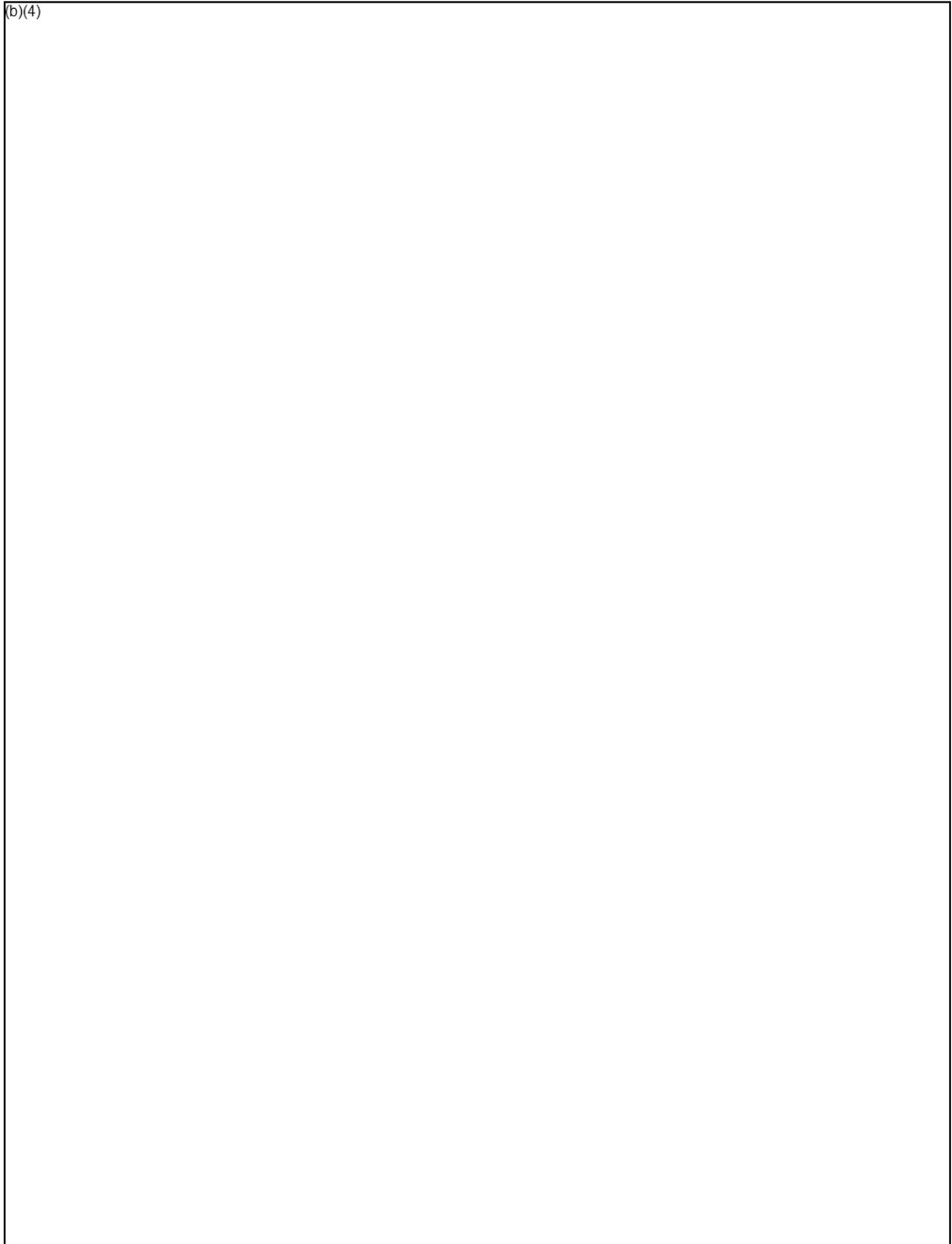
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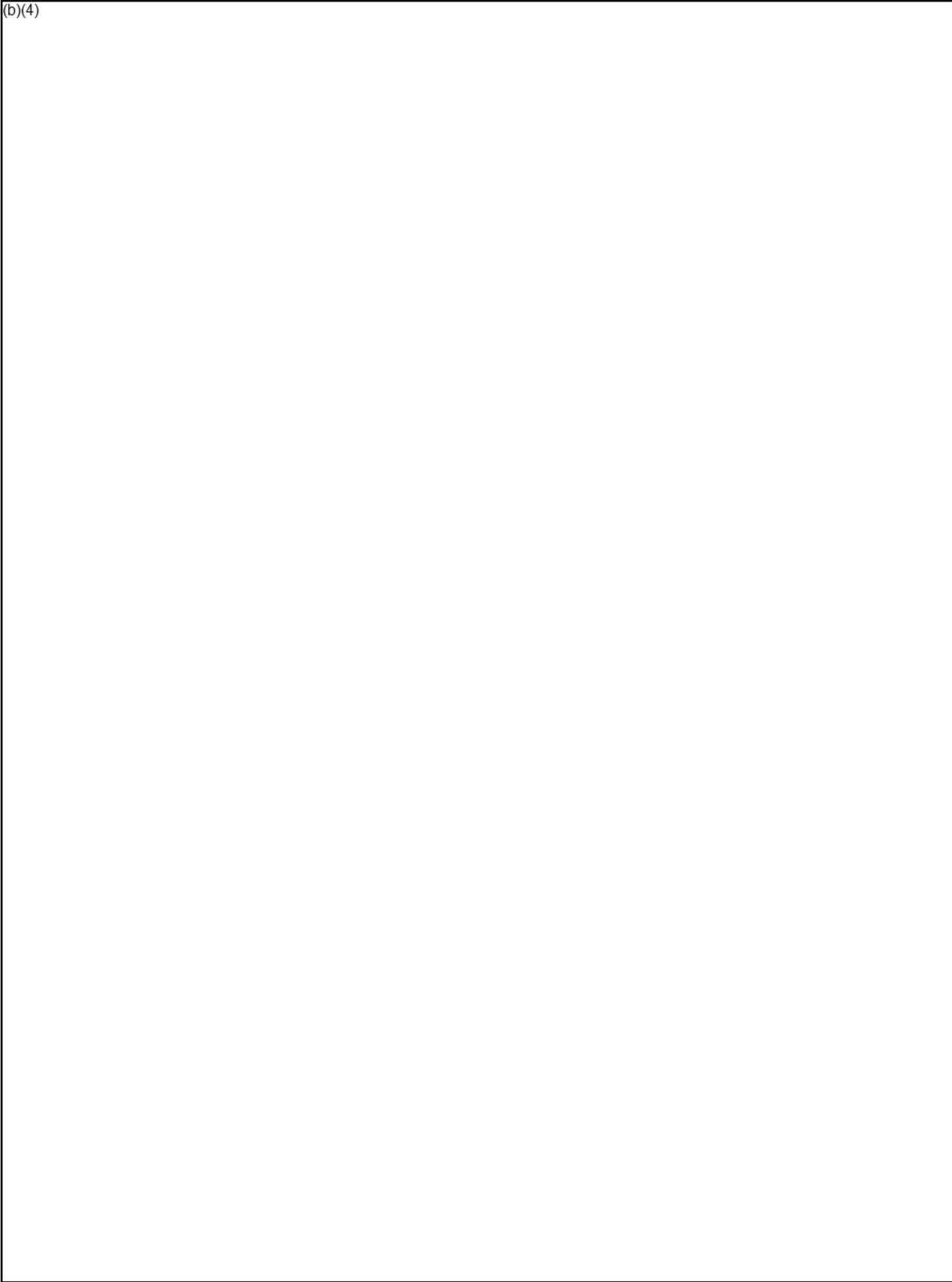
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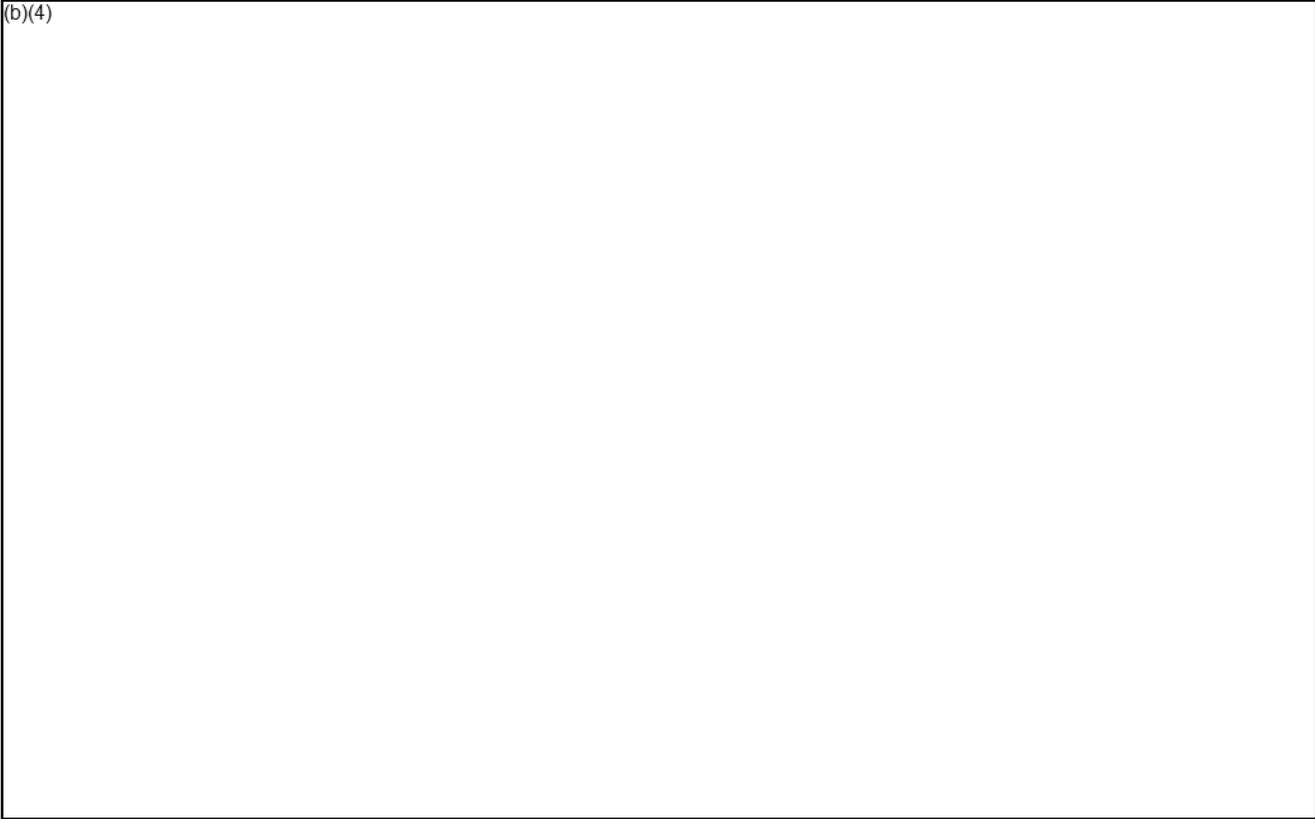
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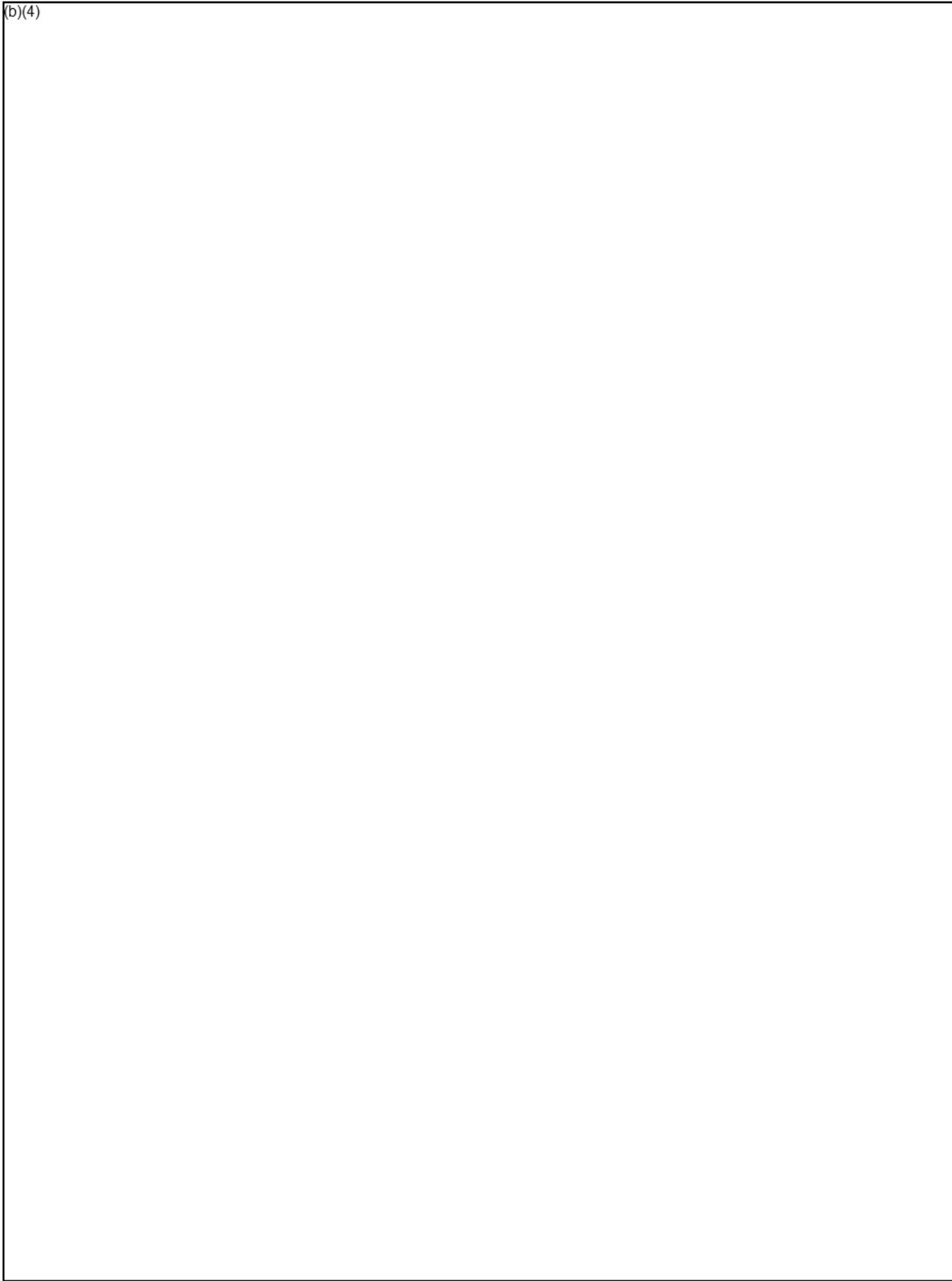
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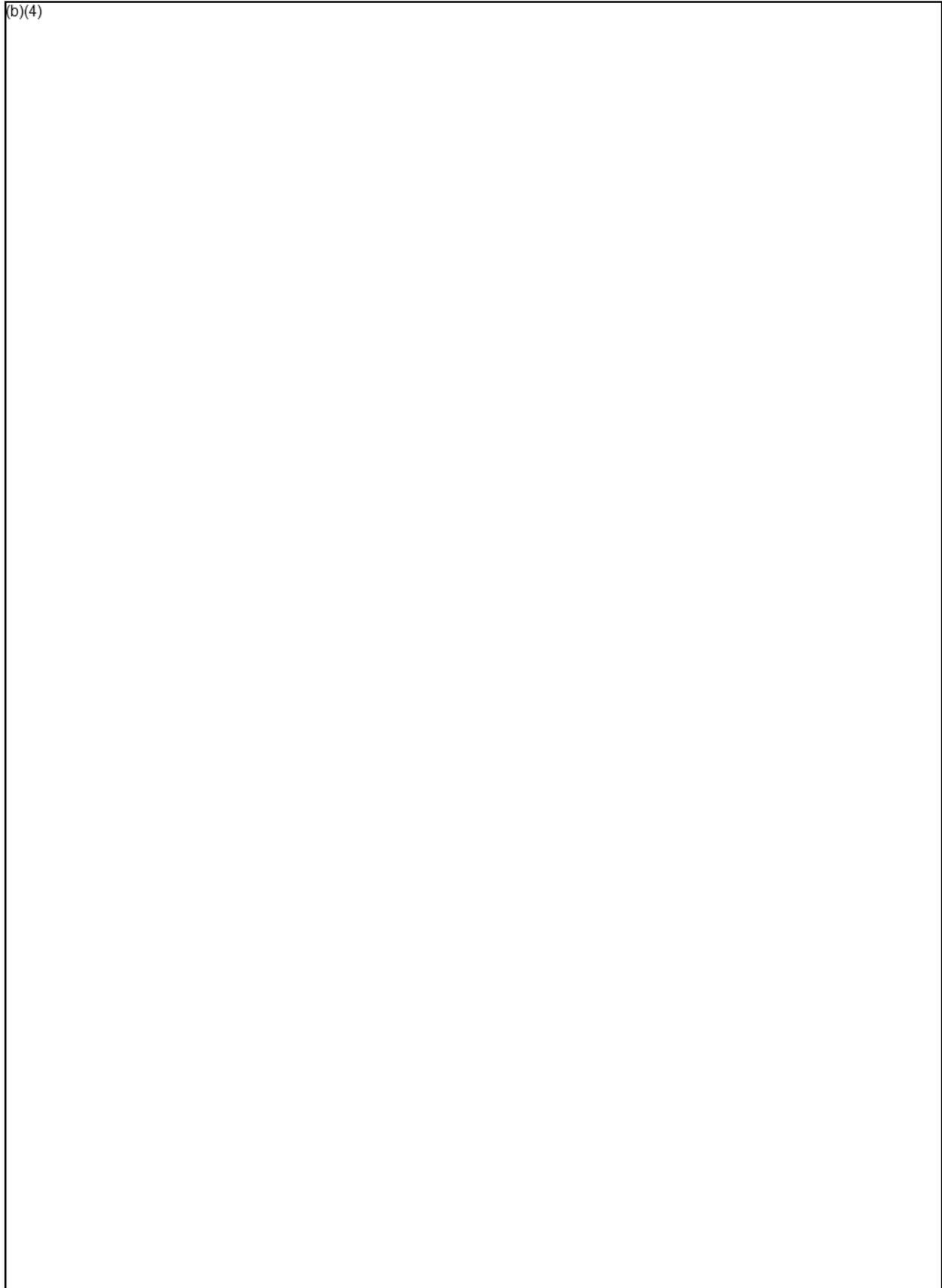
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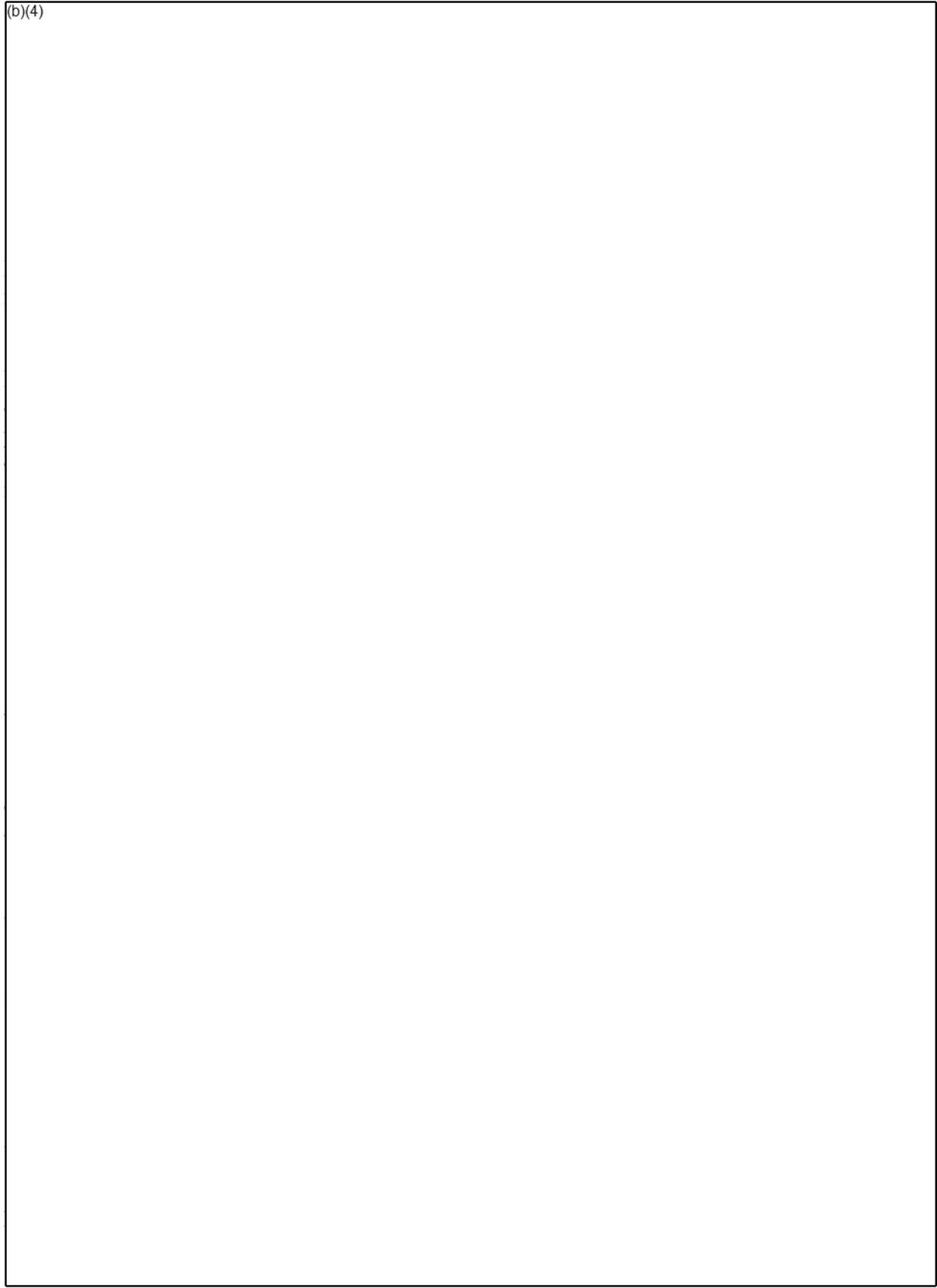
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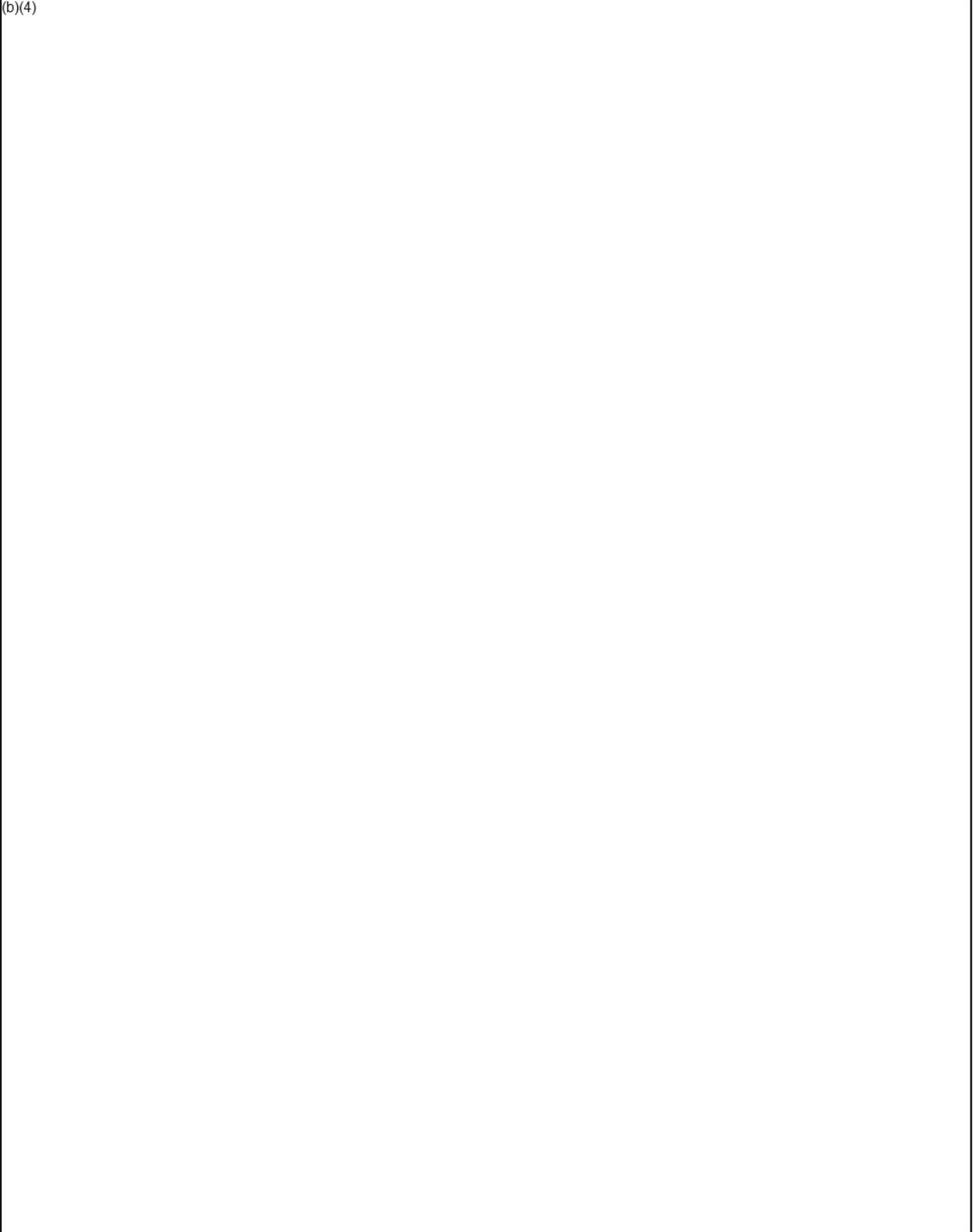
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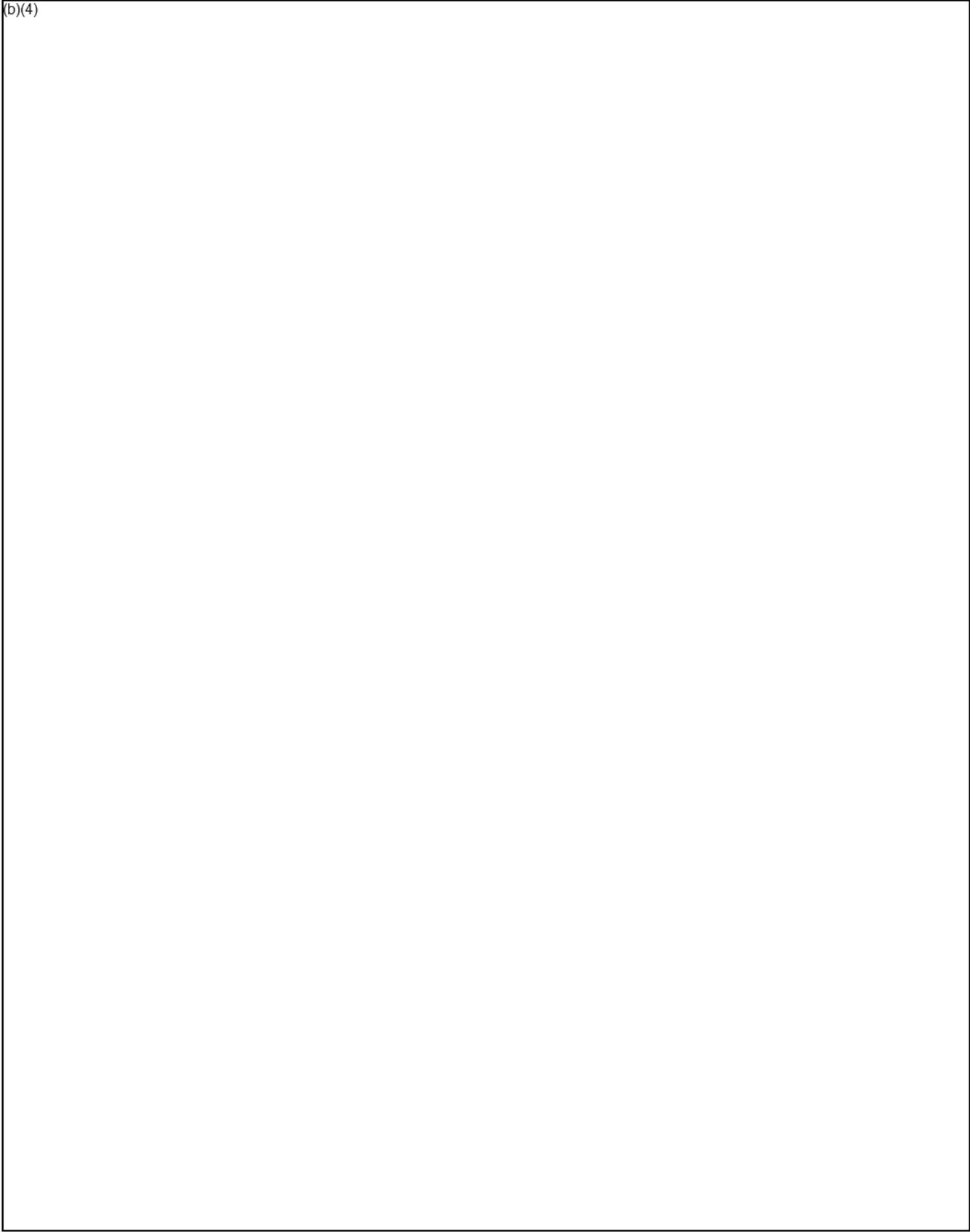
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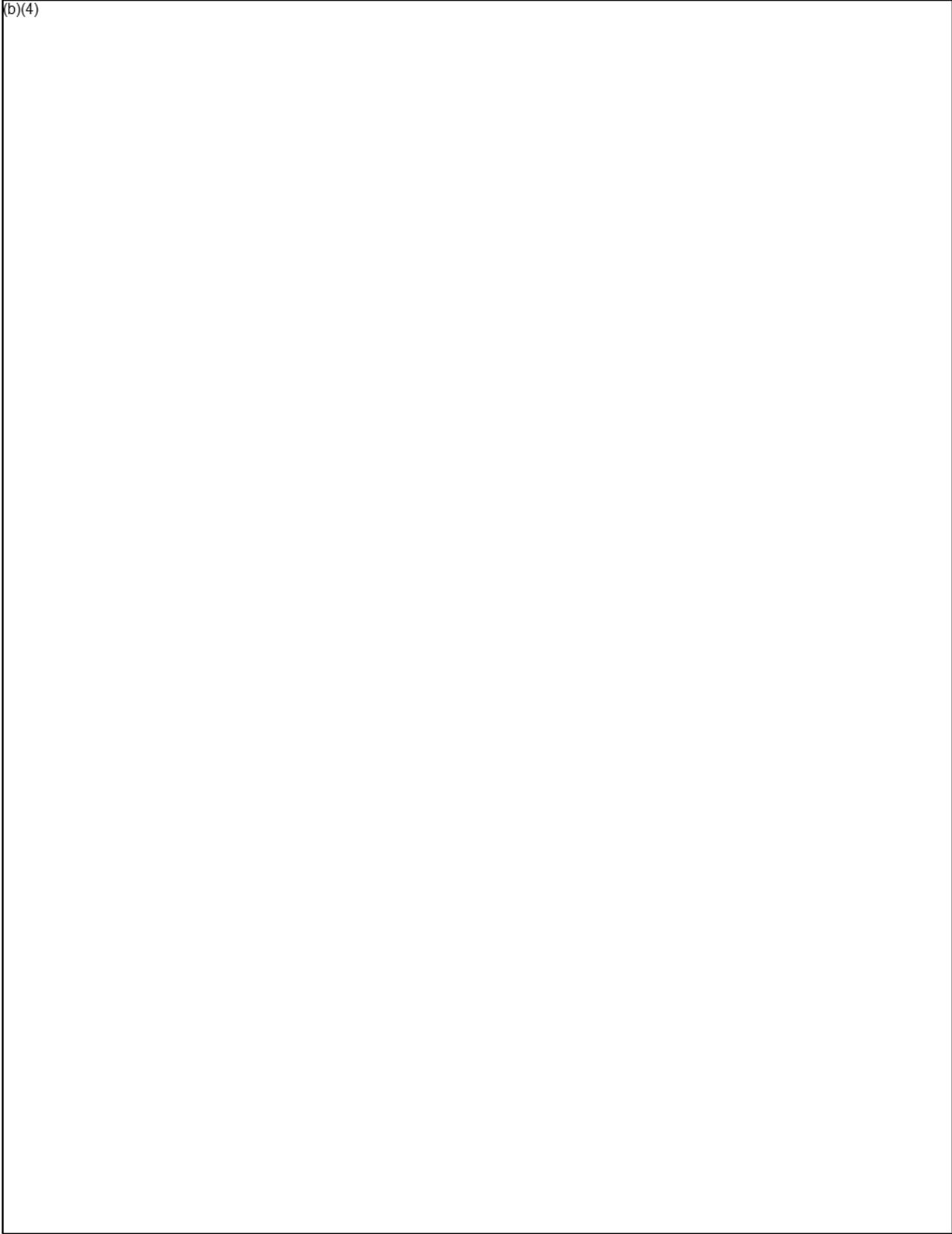
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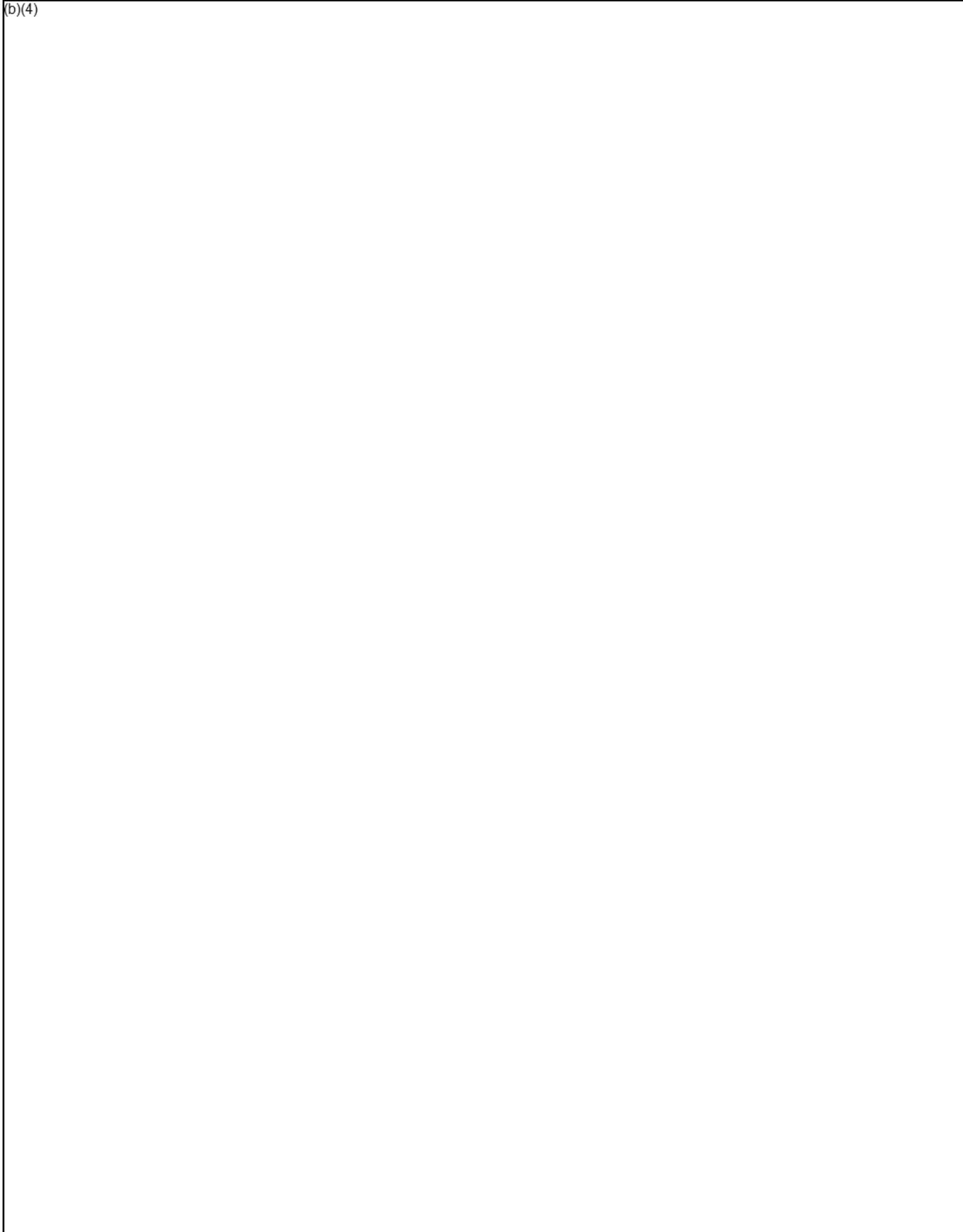
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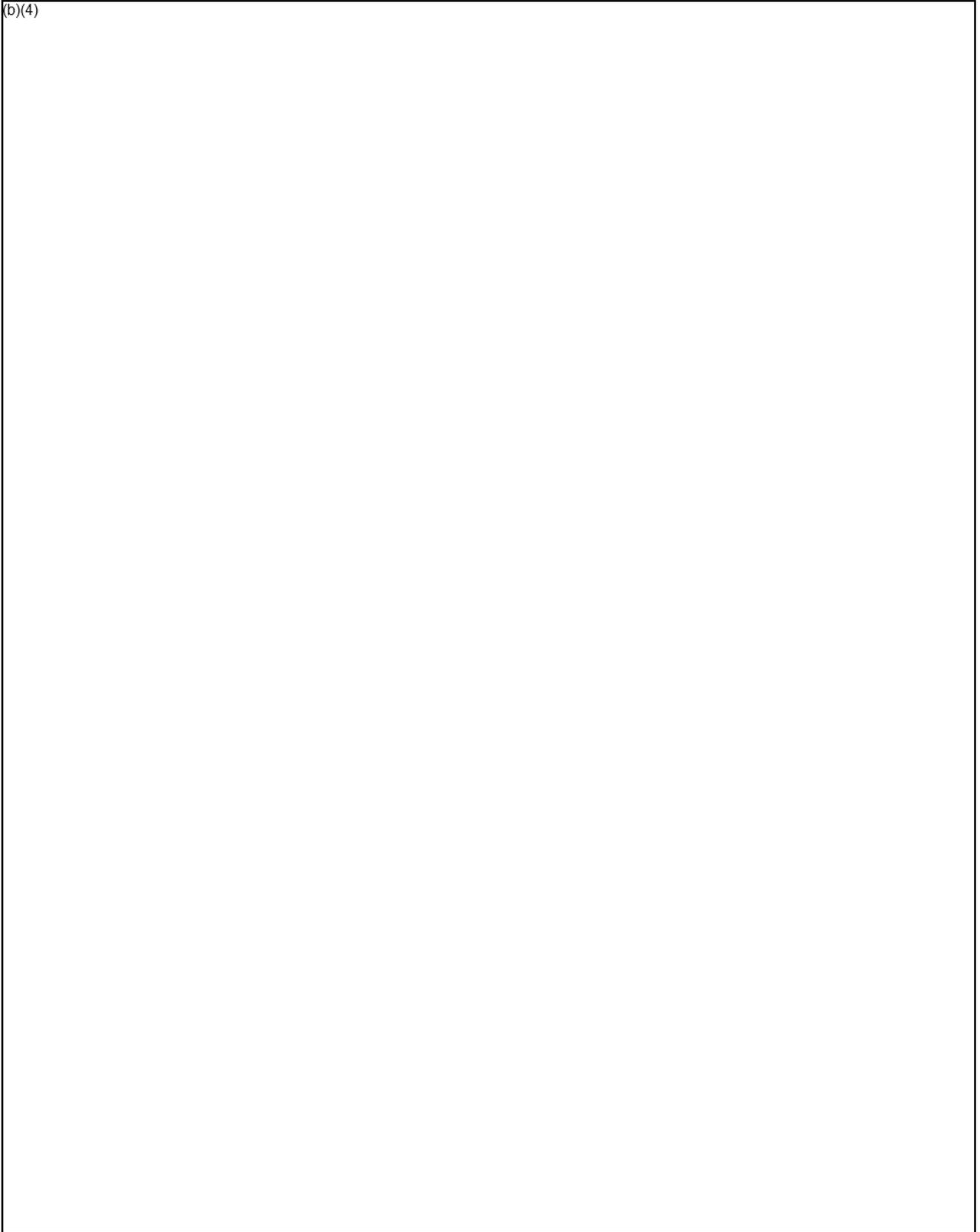
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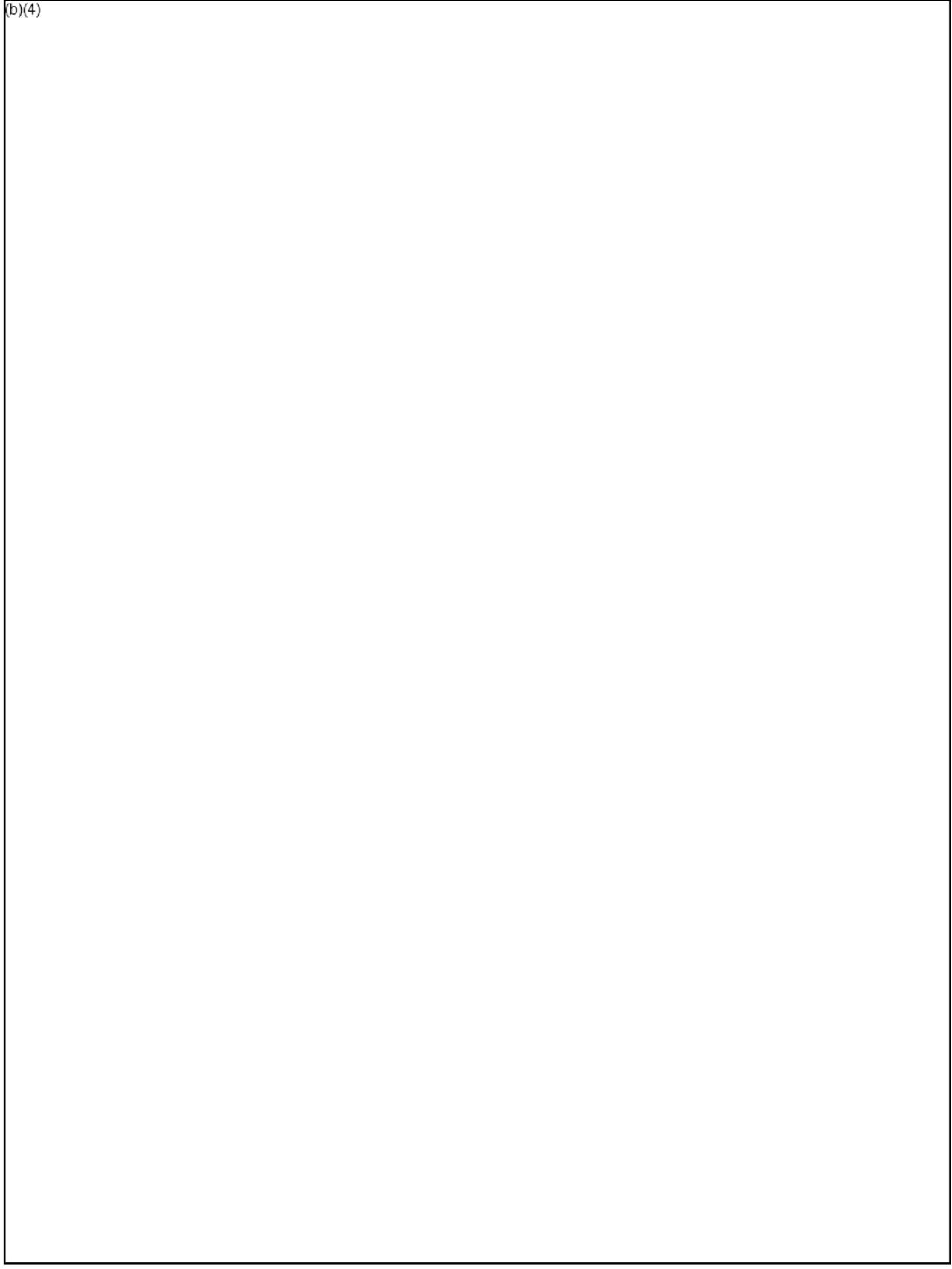
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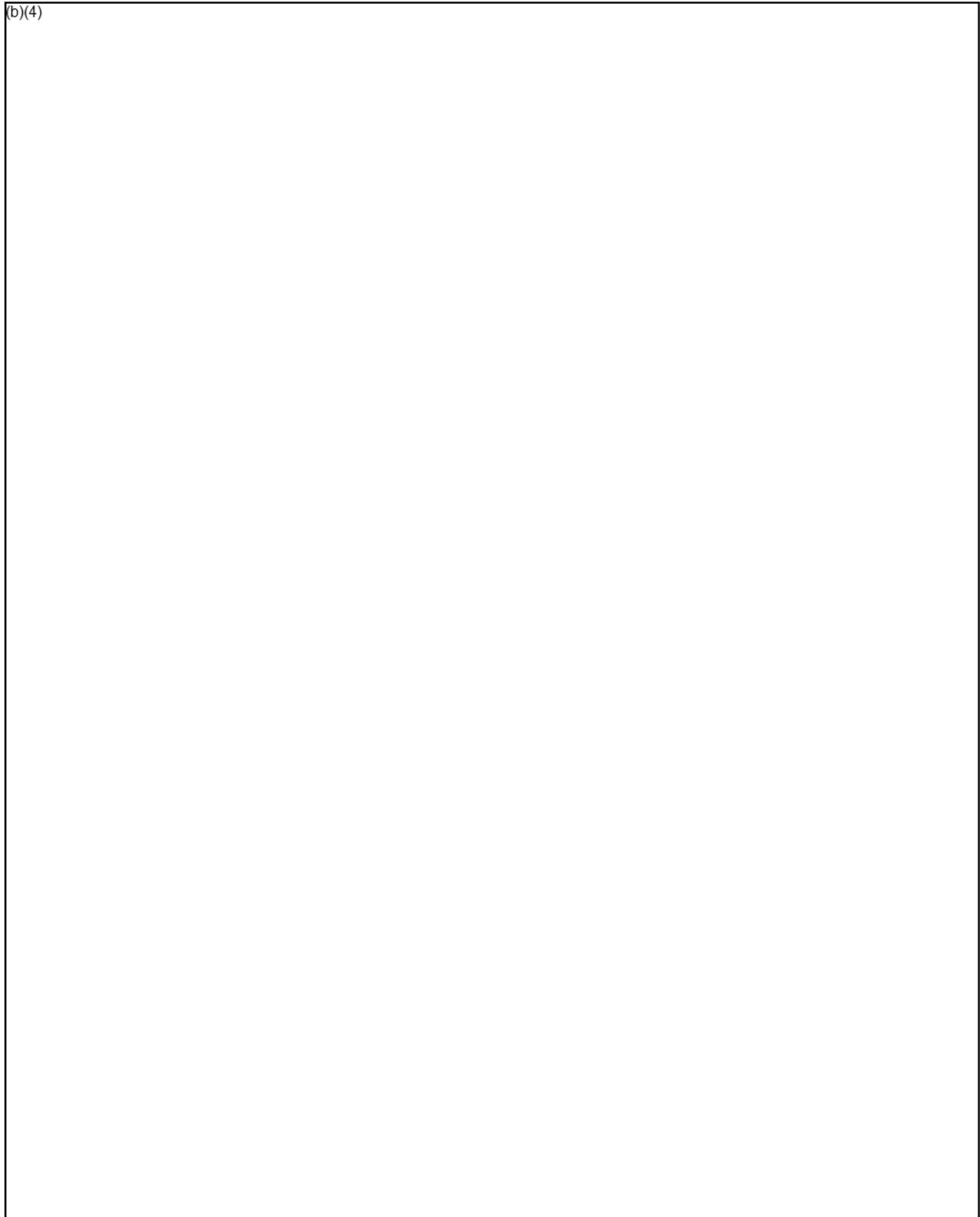
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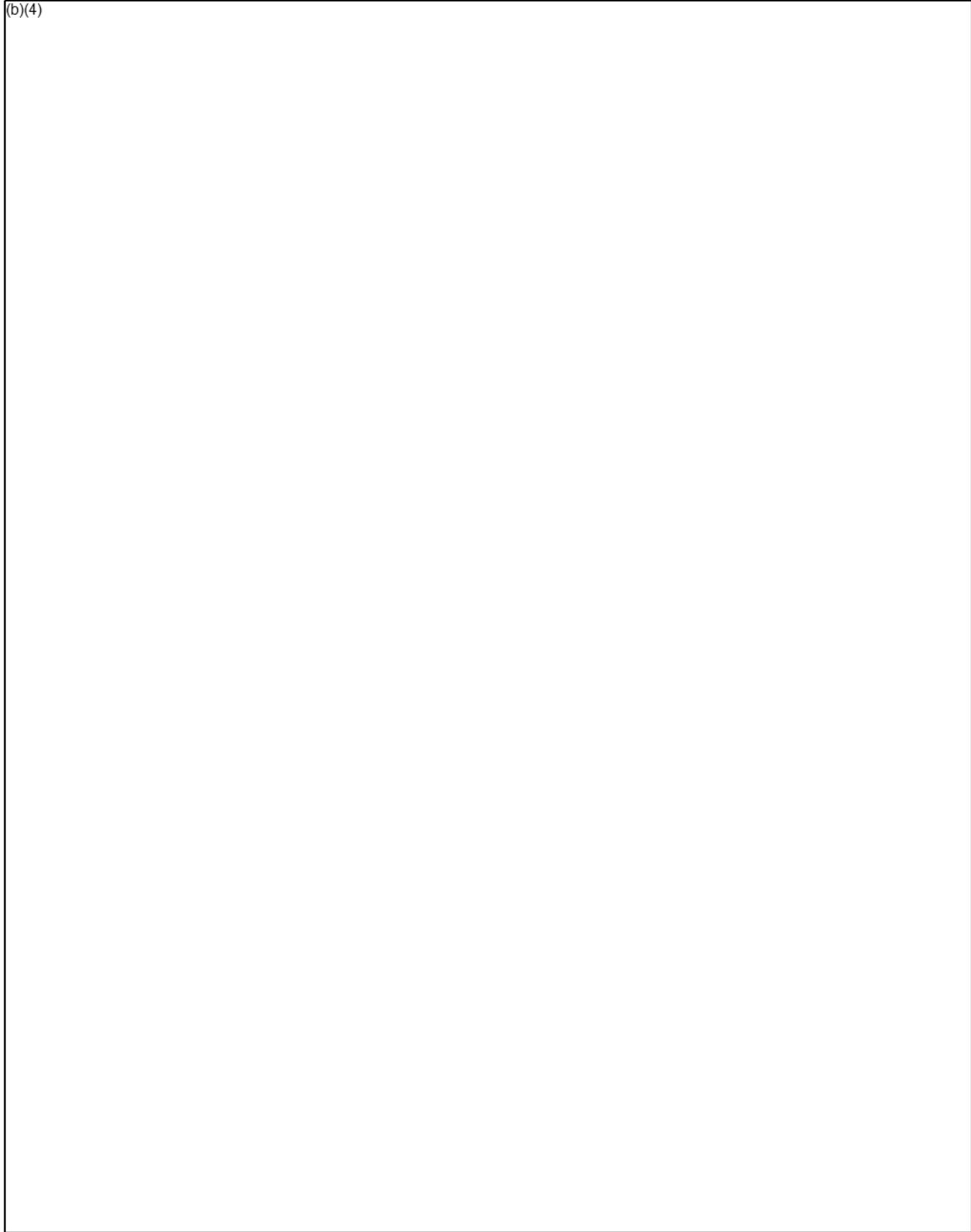
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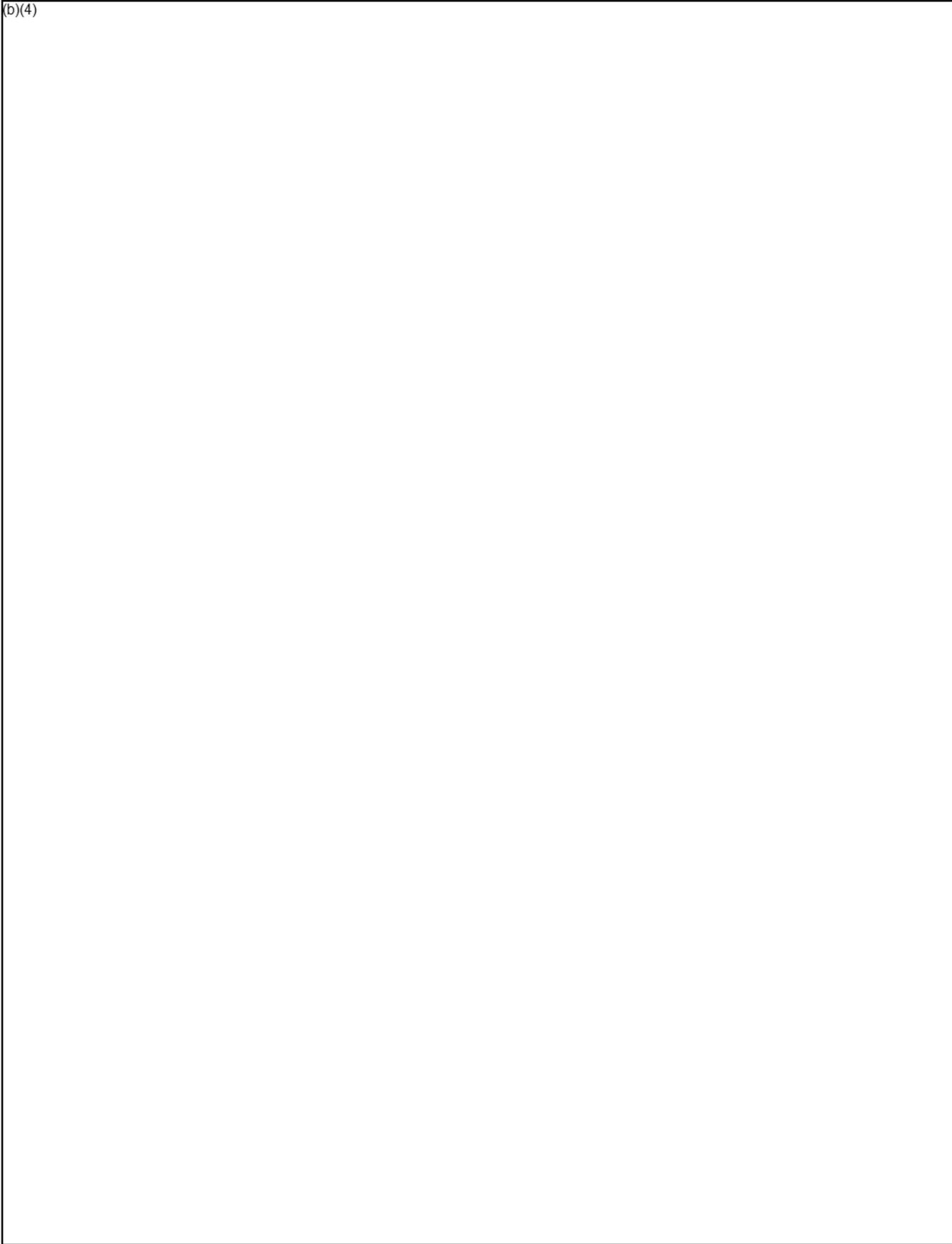
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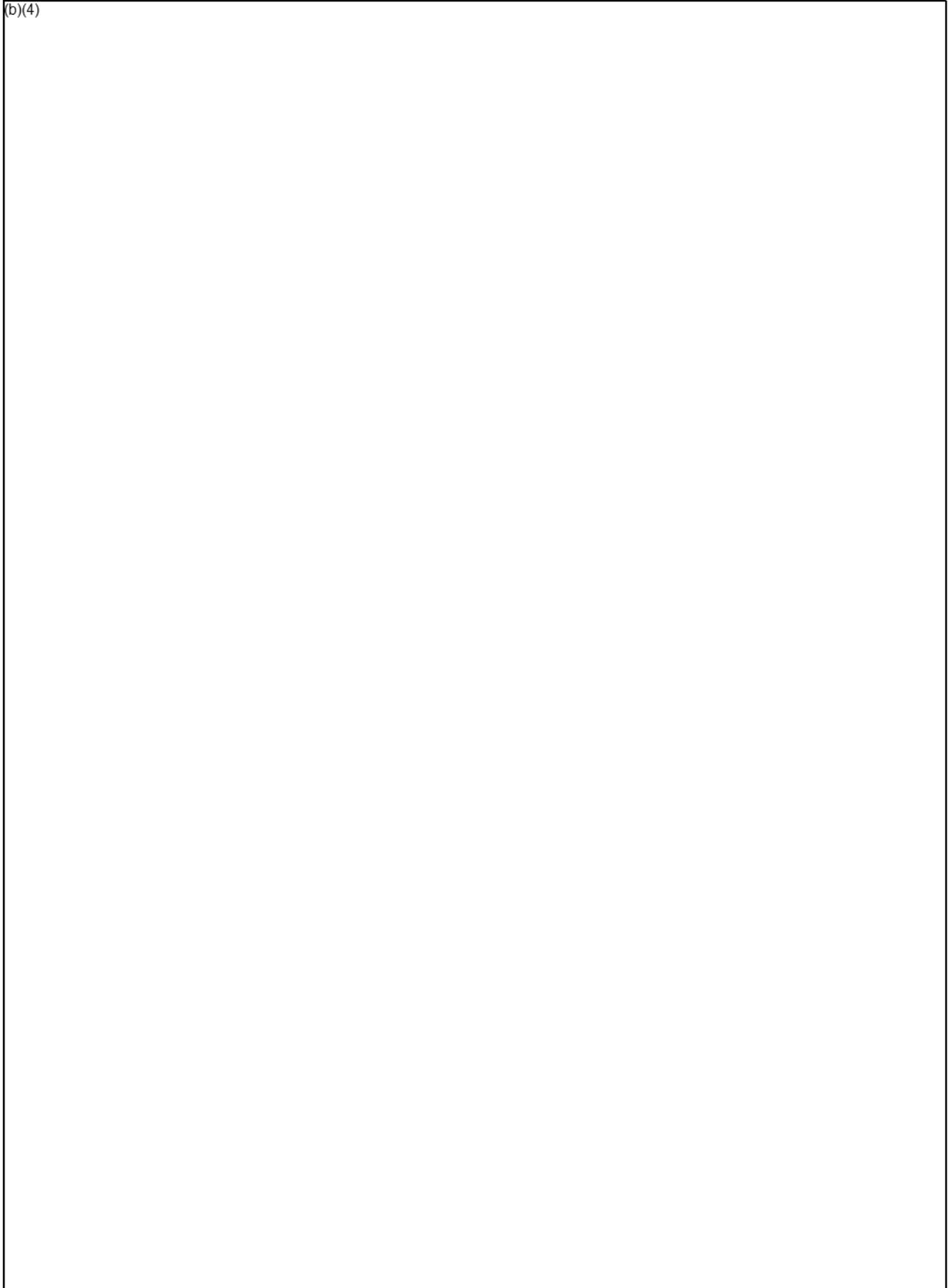
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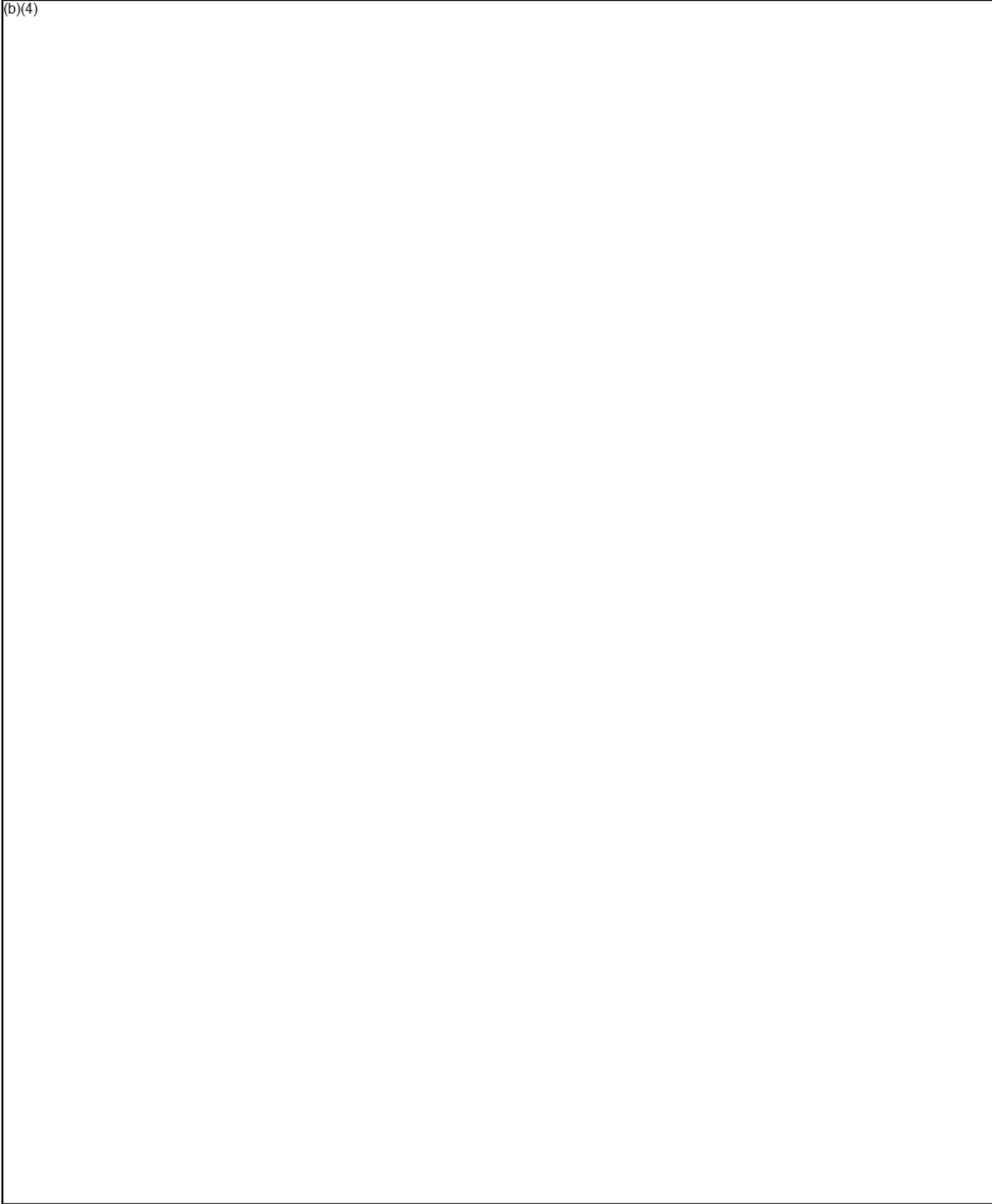
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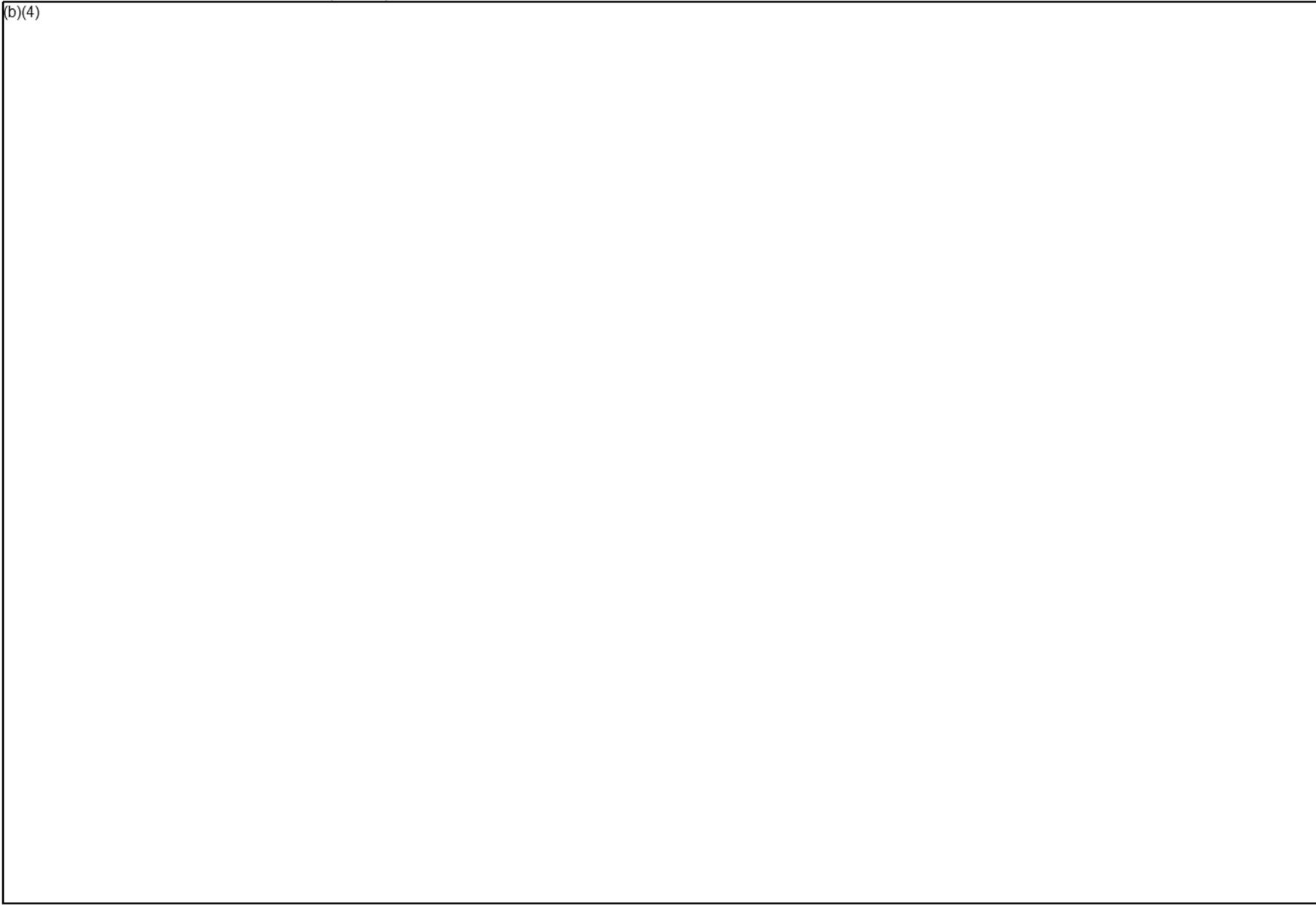
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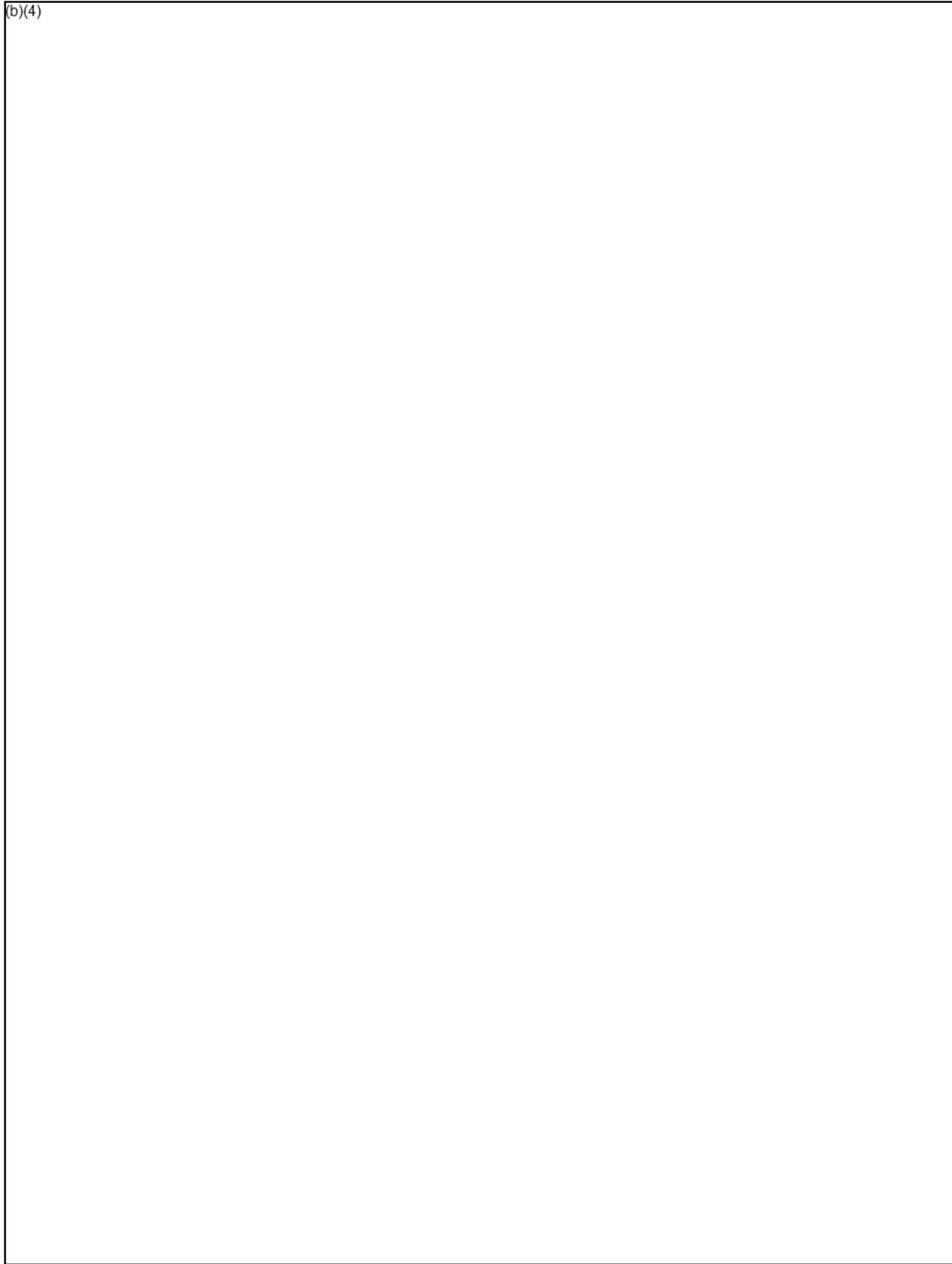
Performance Work Statement (PWS)

Part 2

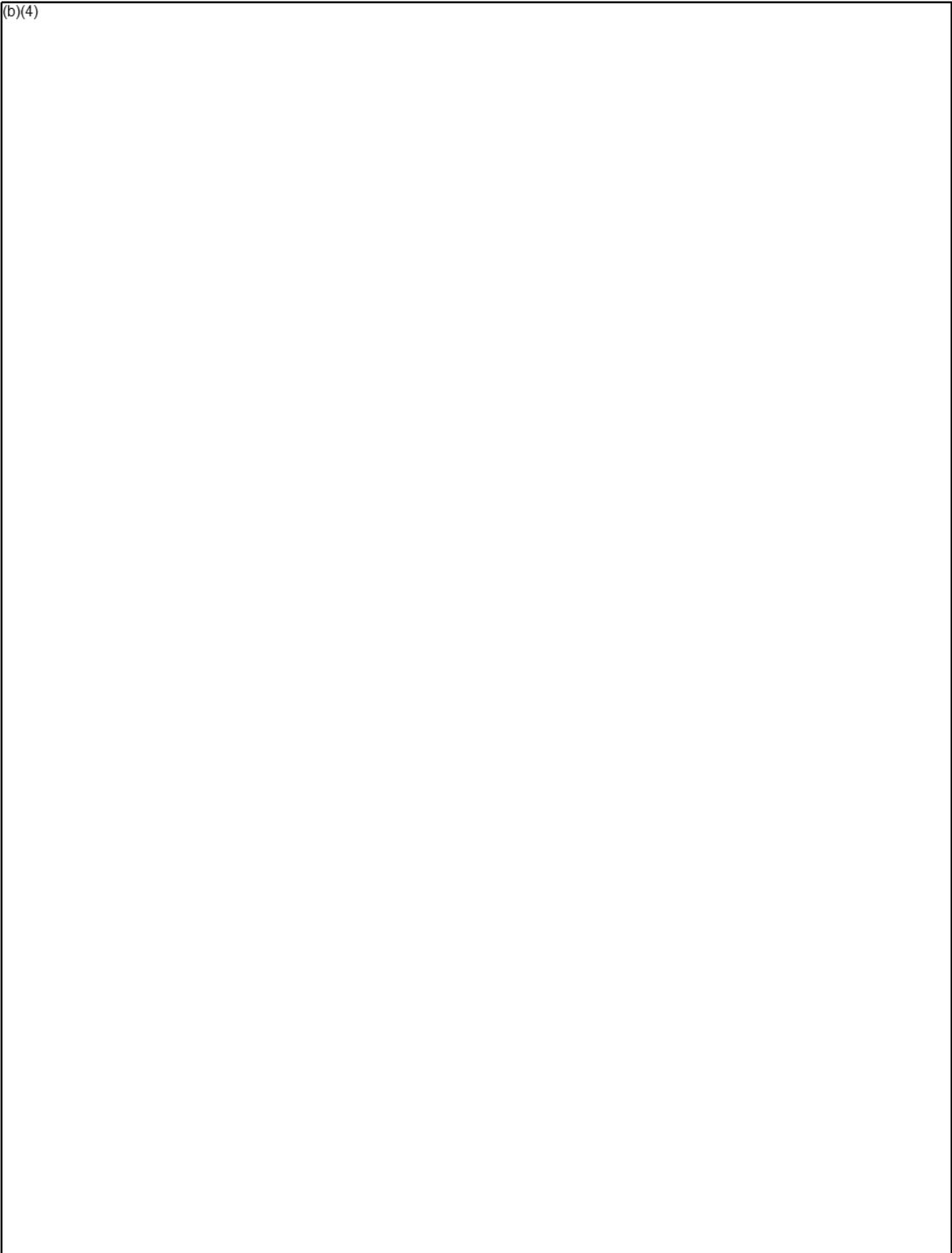
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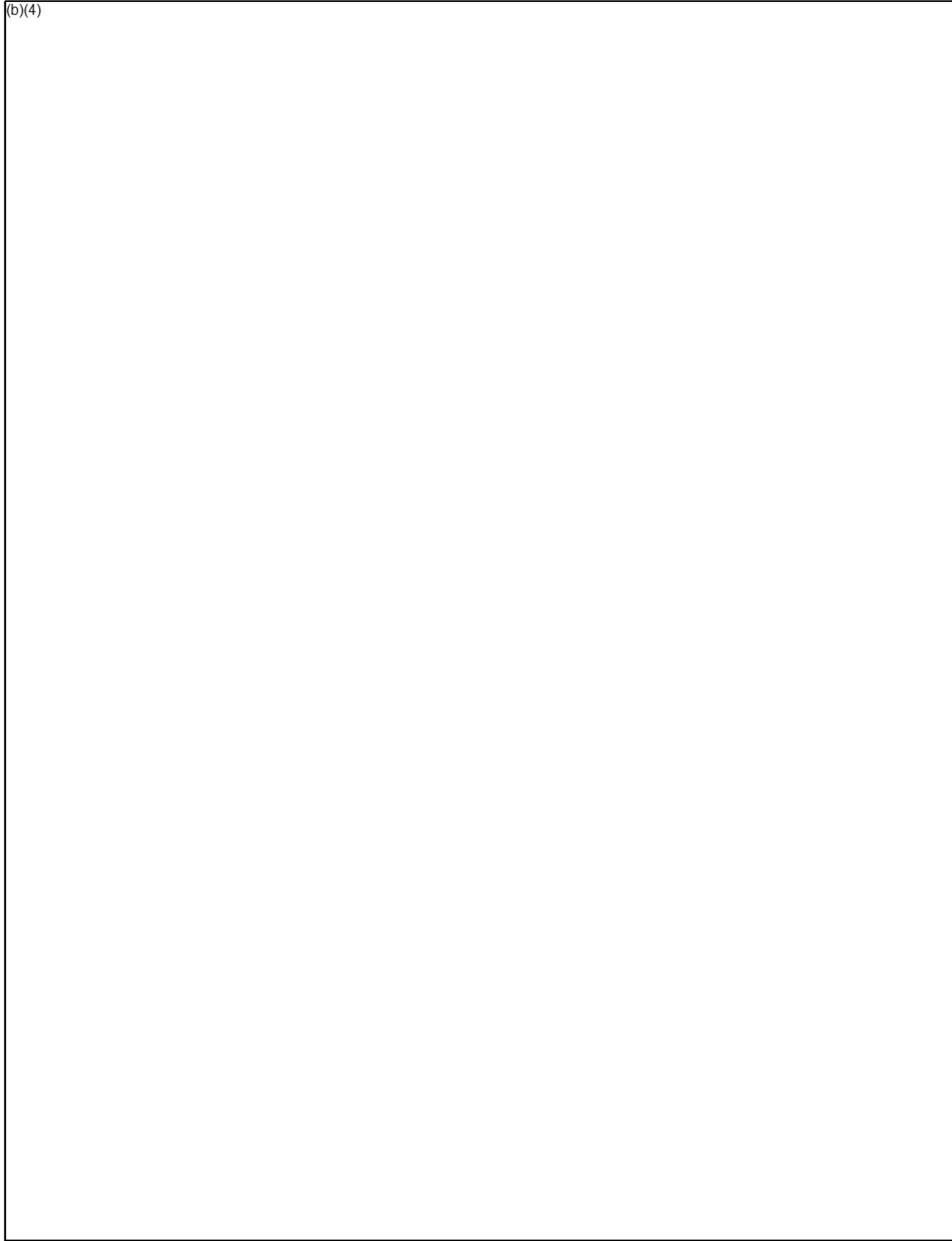
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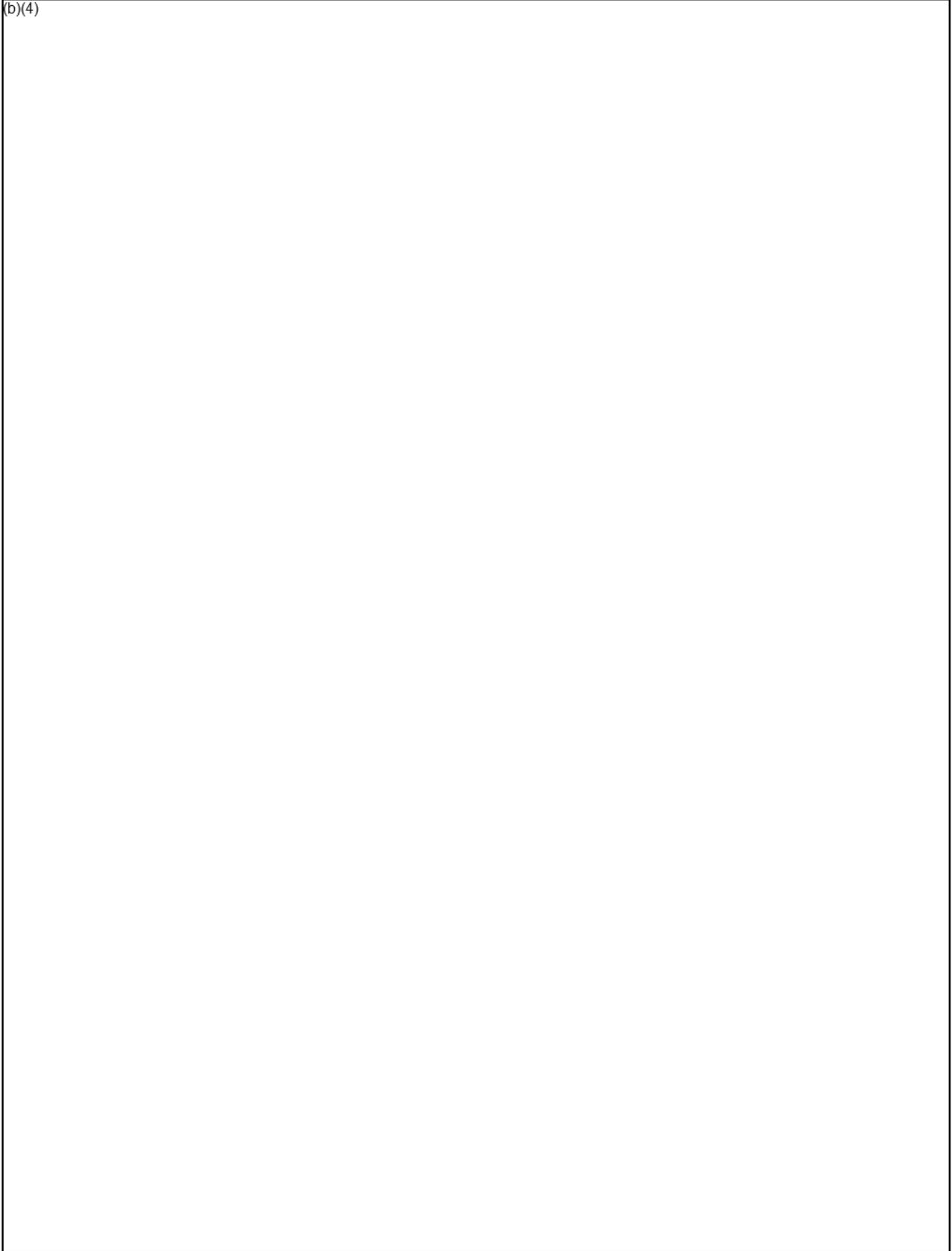
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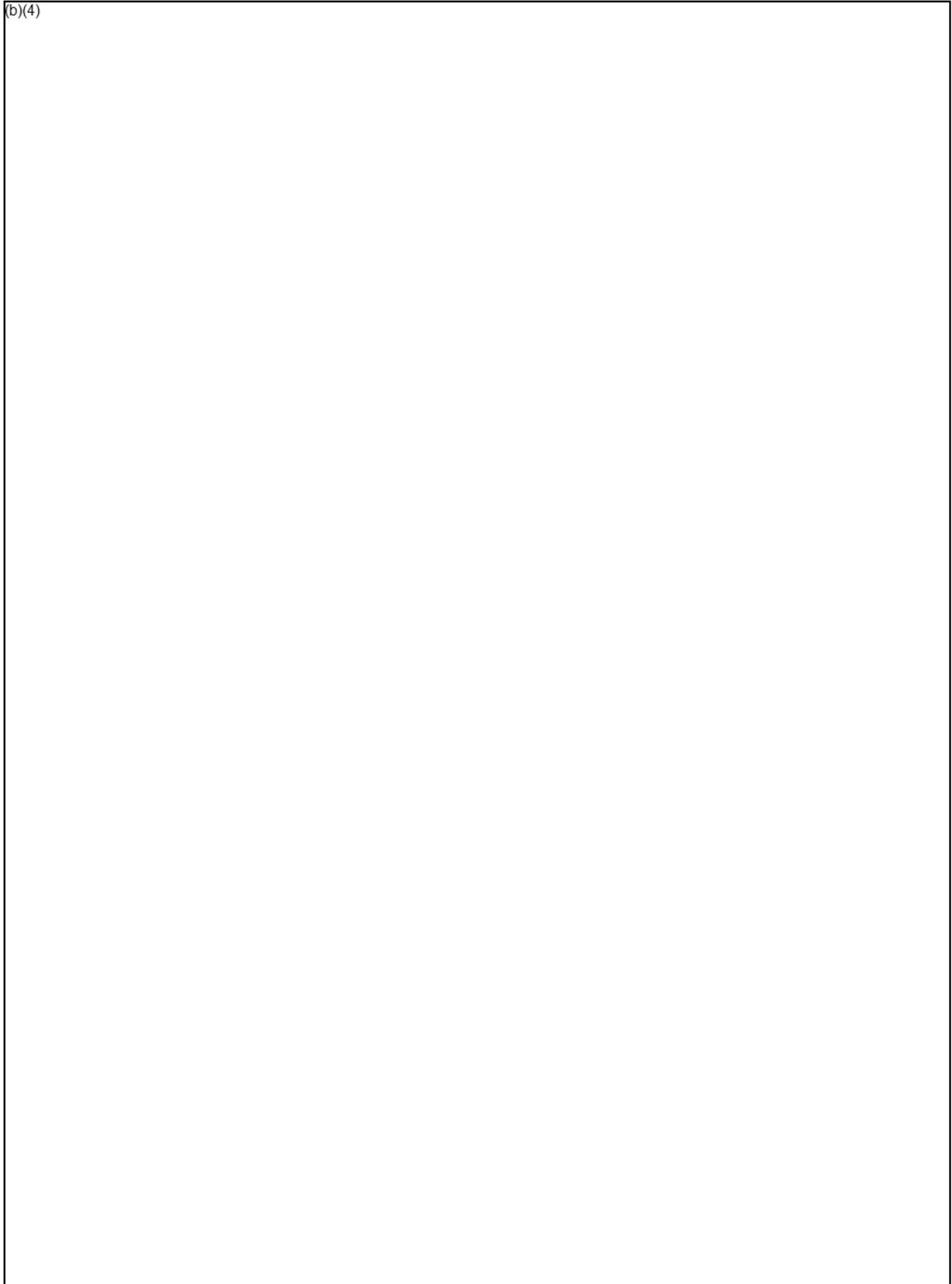
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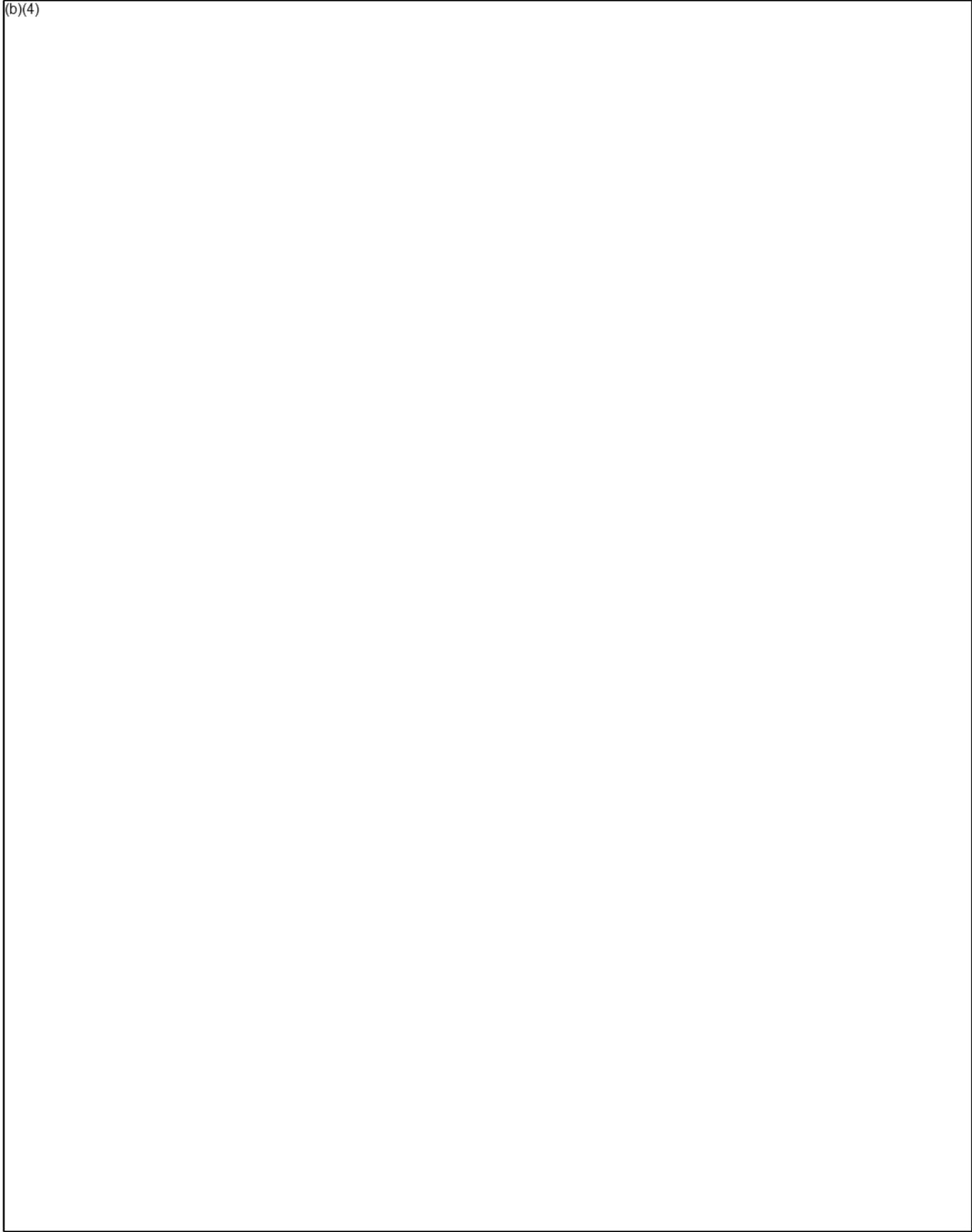
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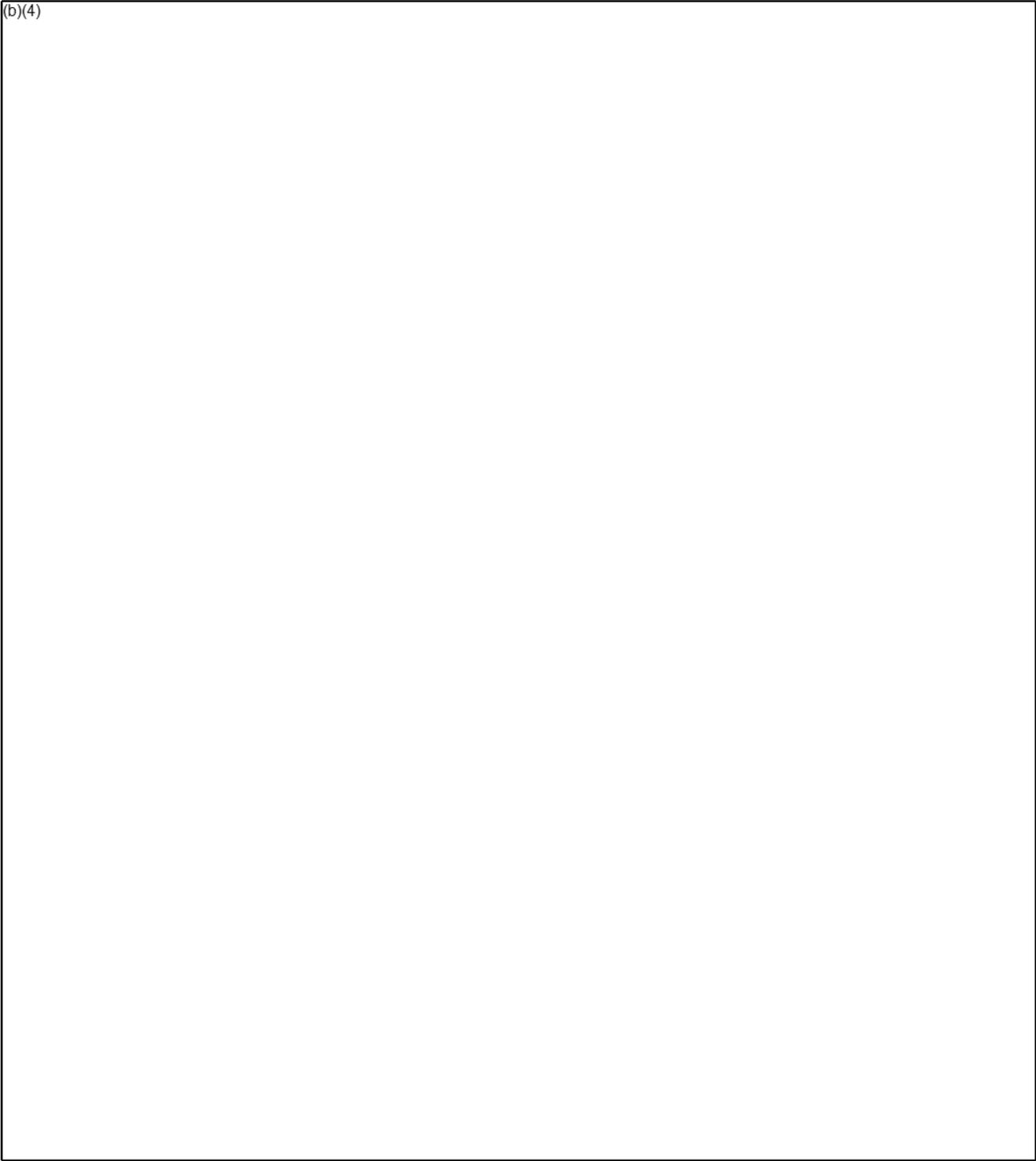
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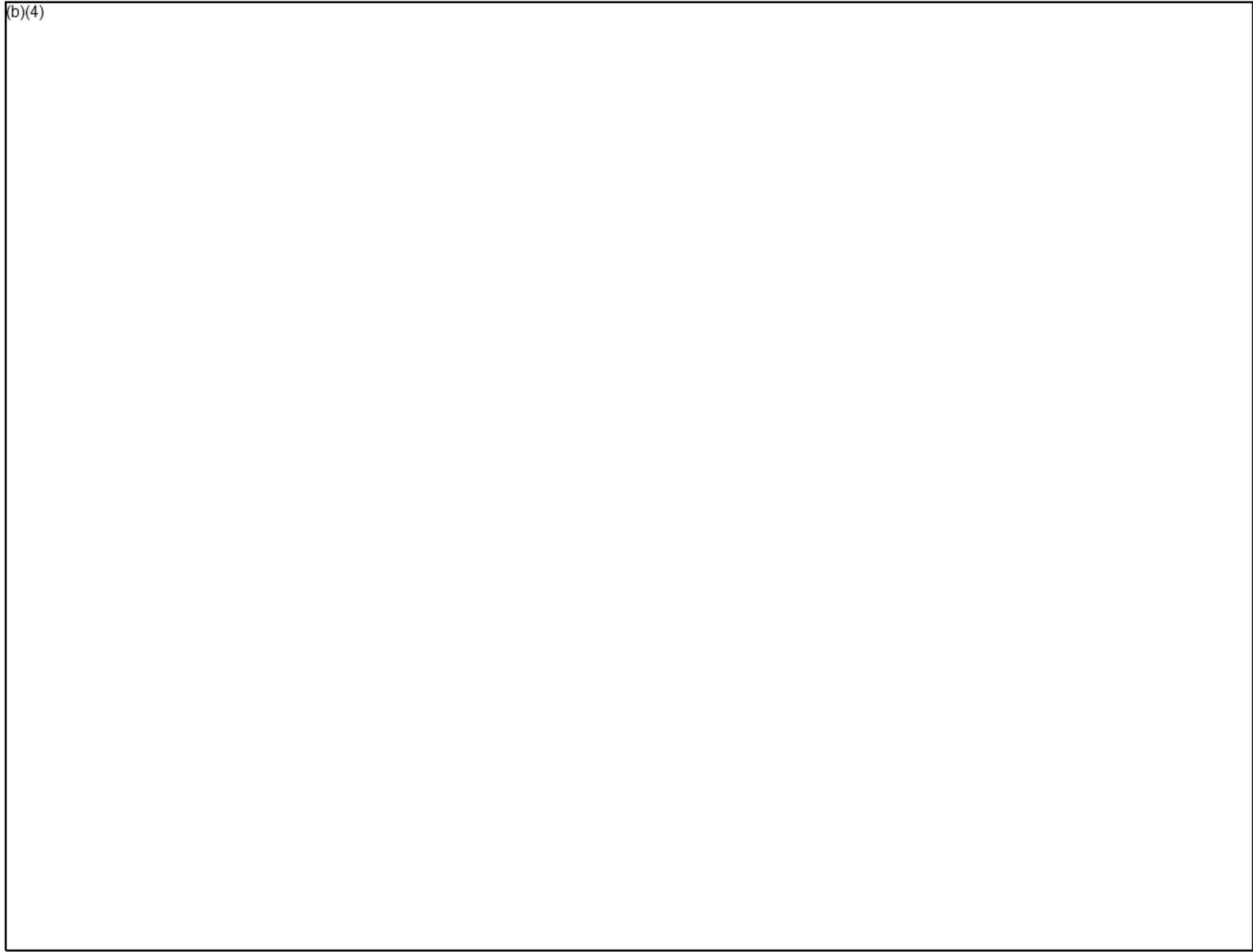
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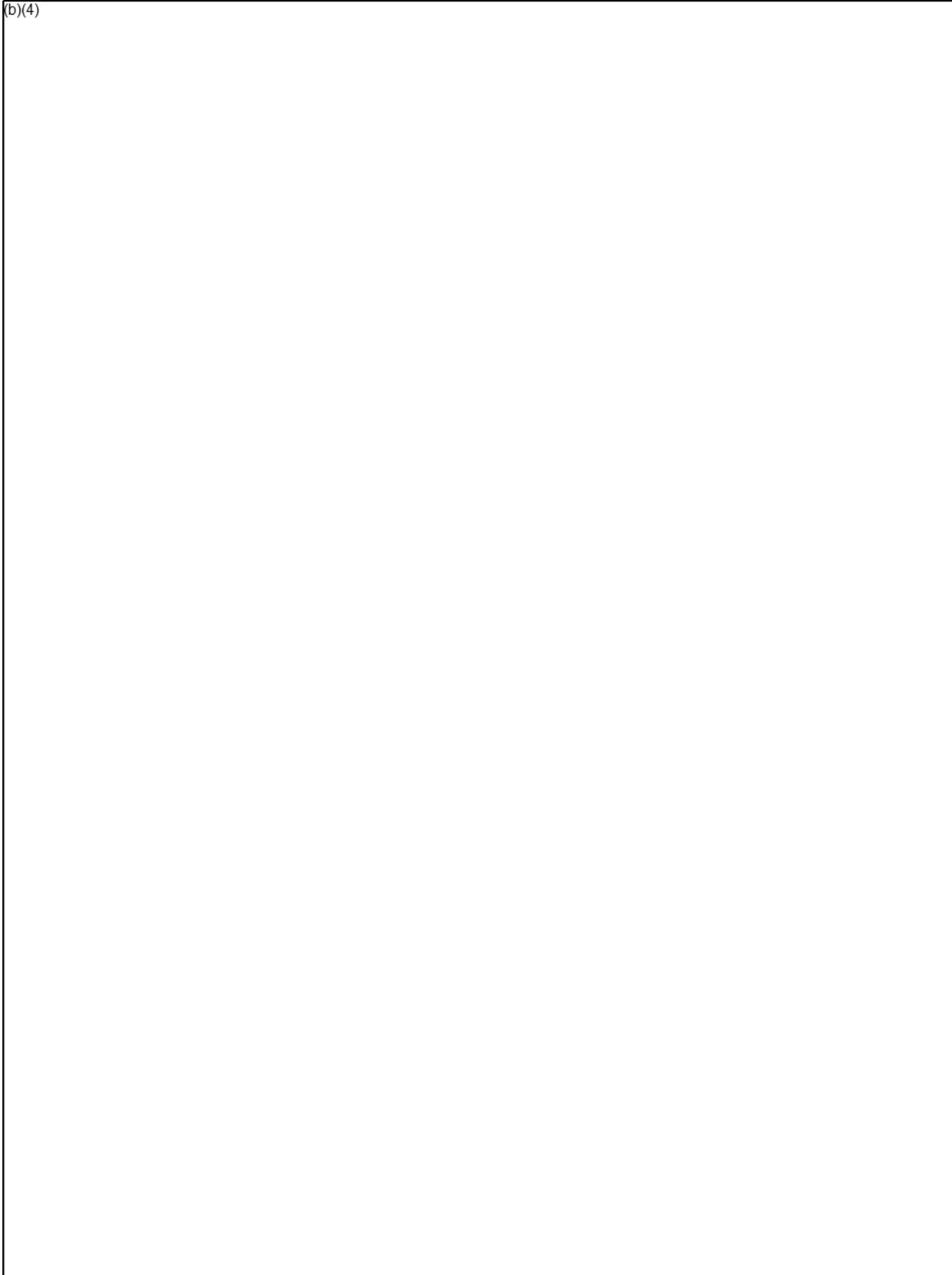
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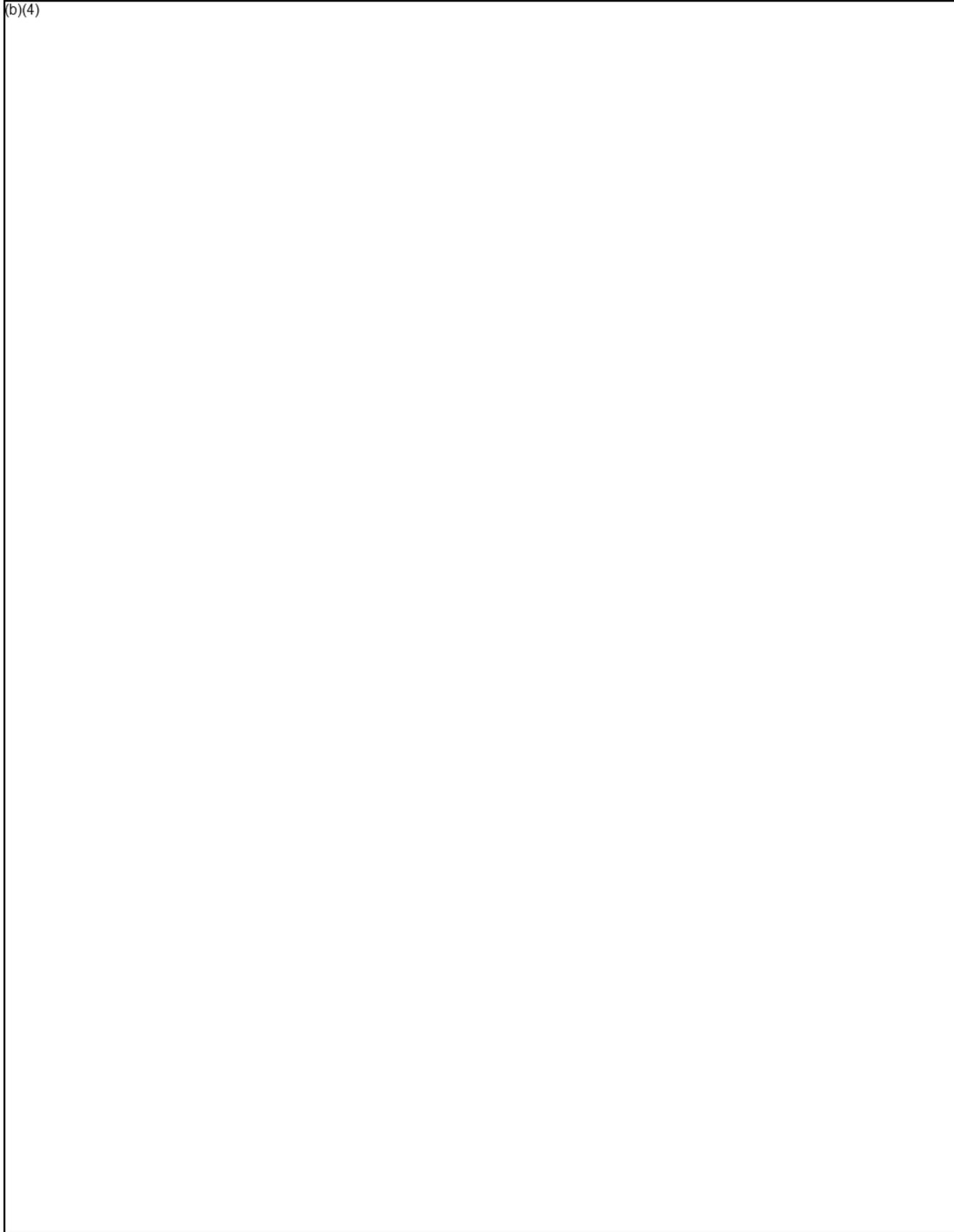
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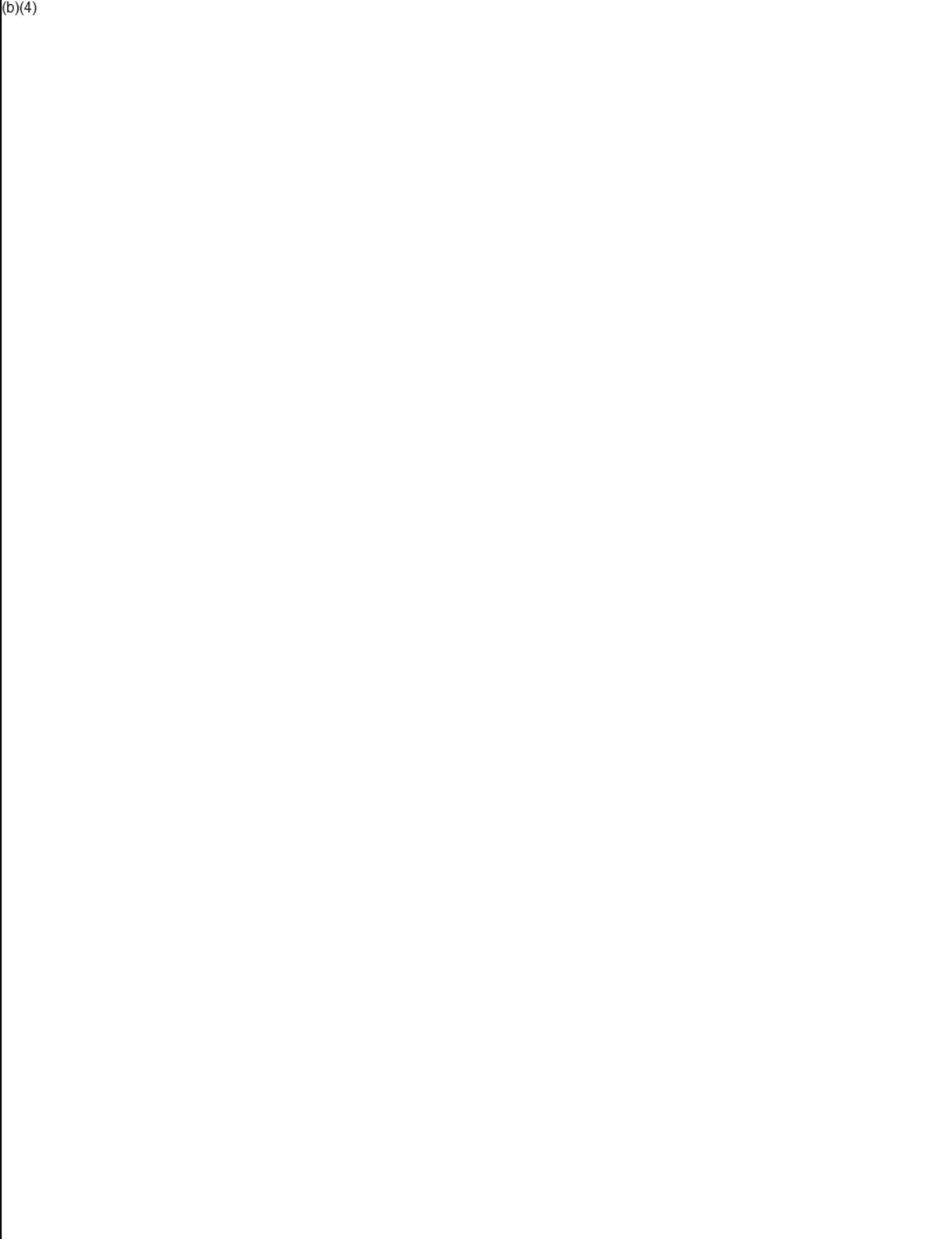
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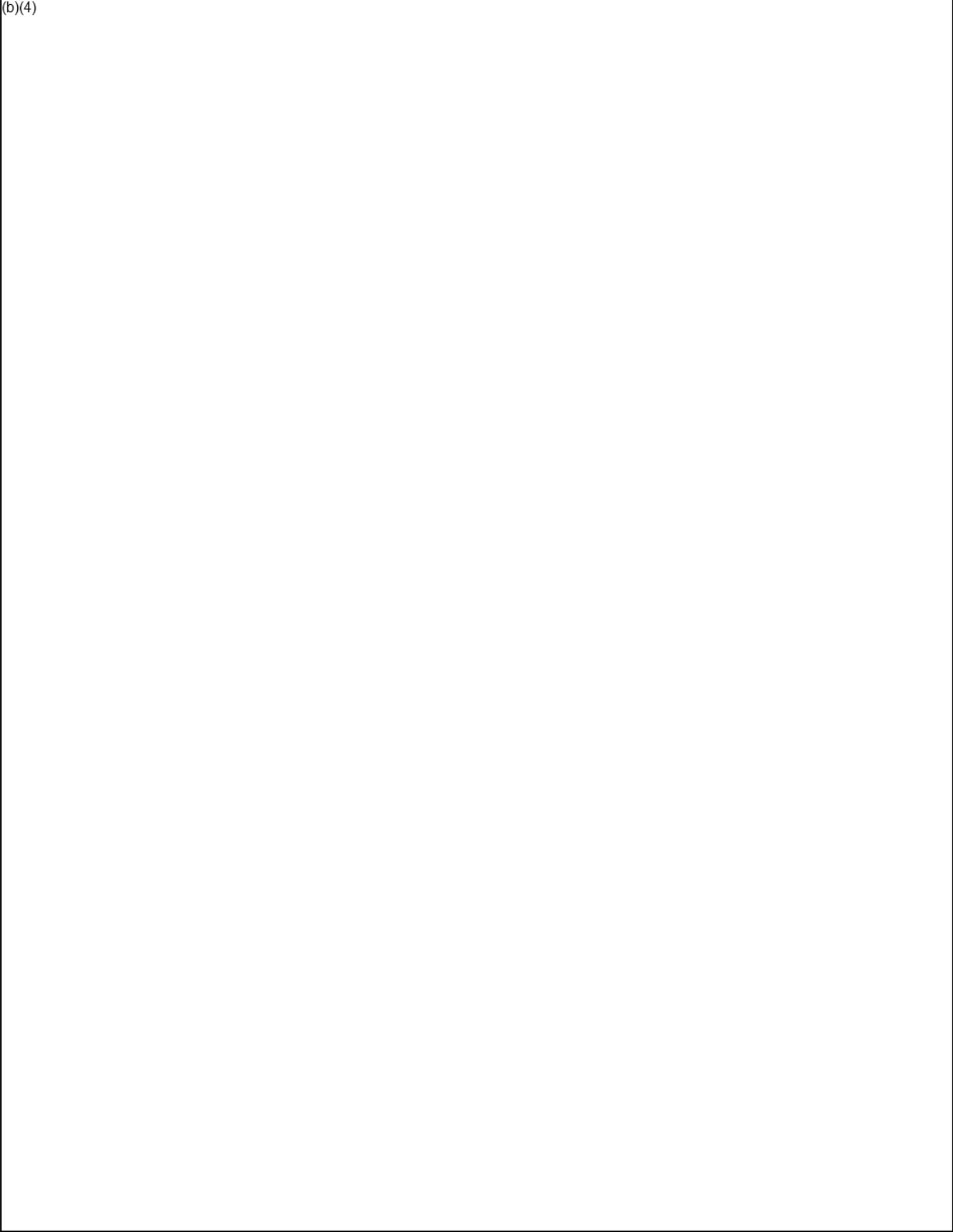
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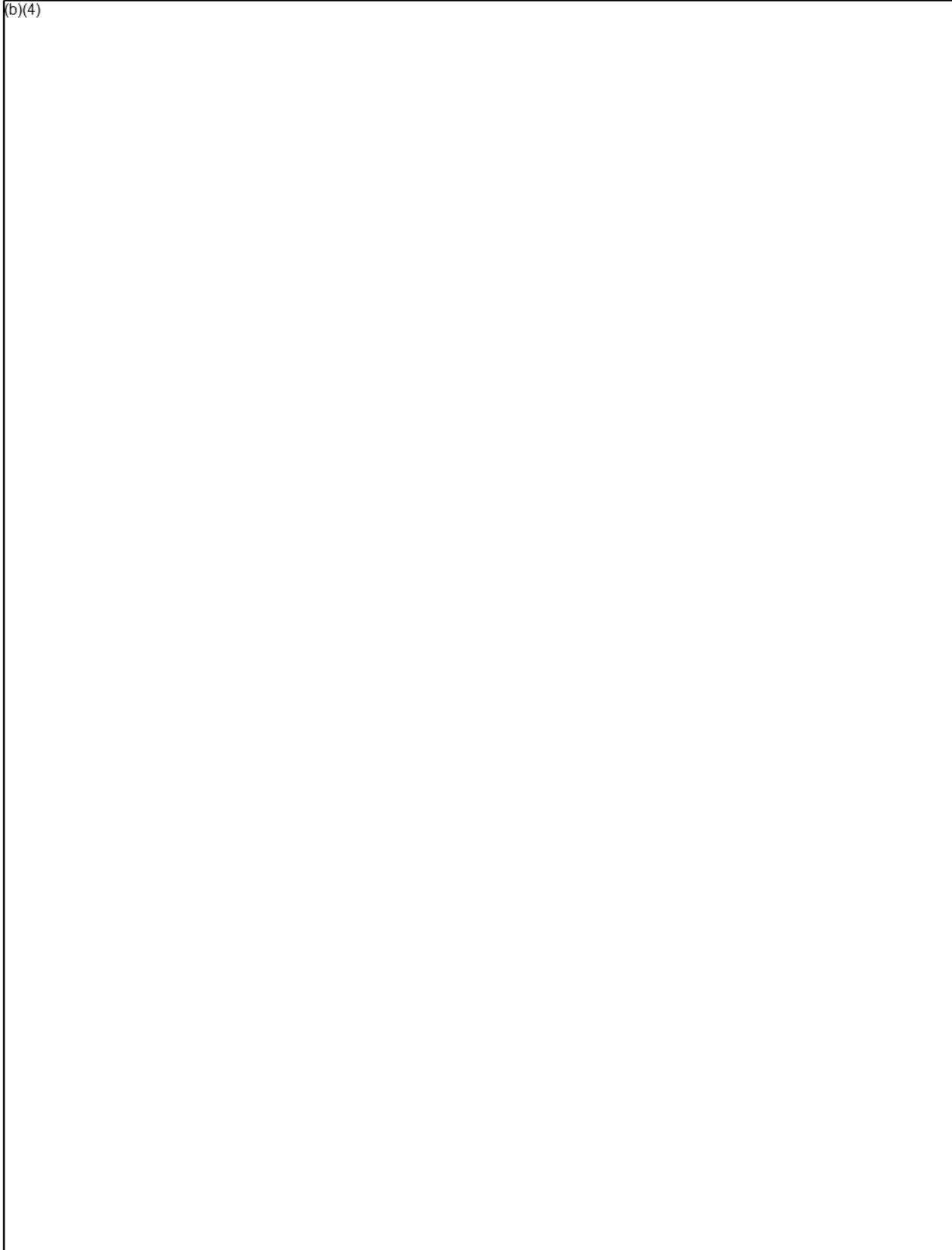
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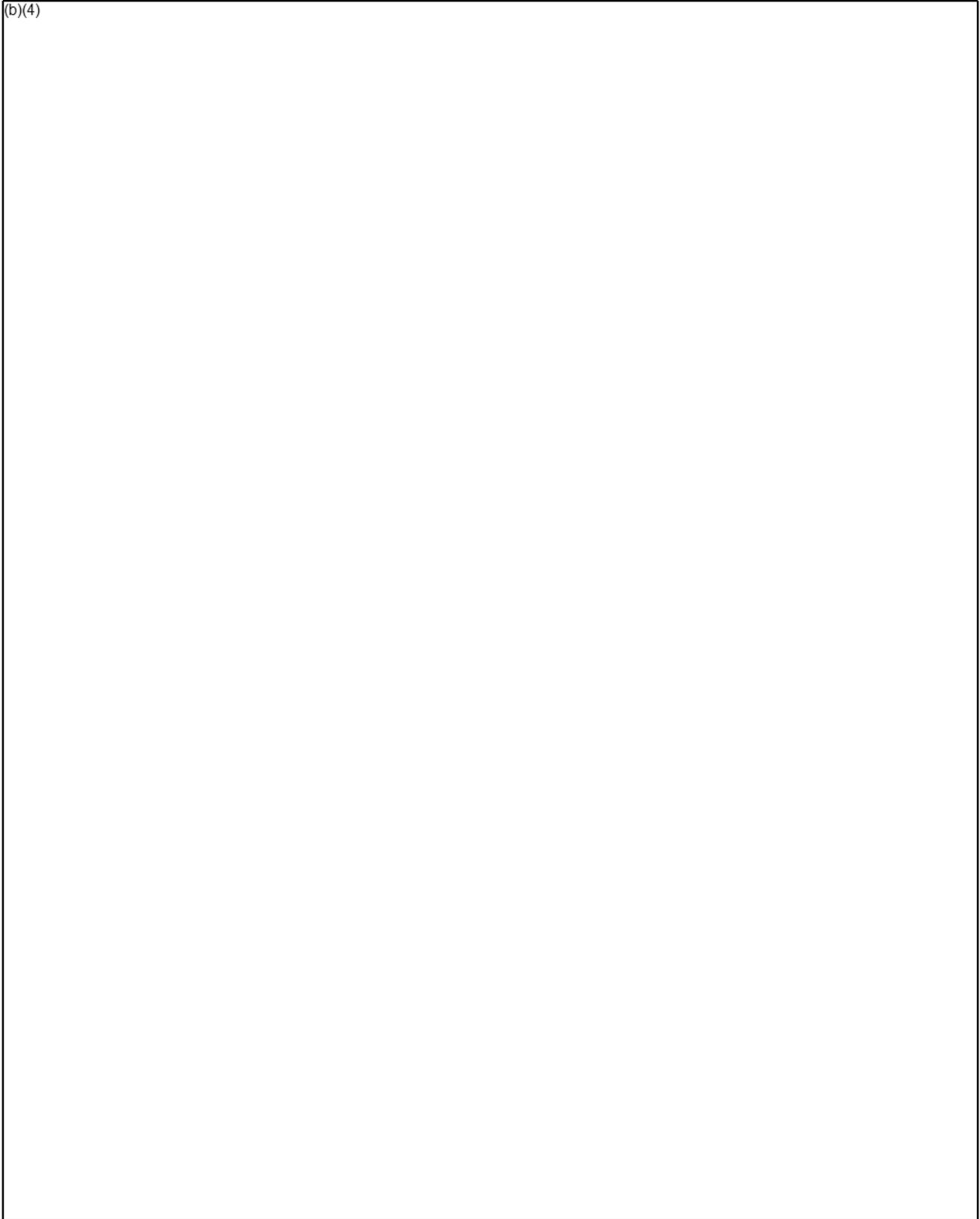
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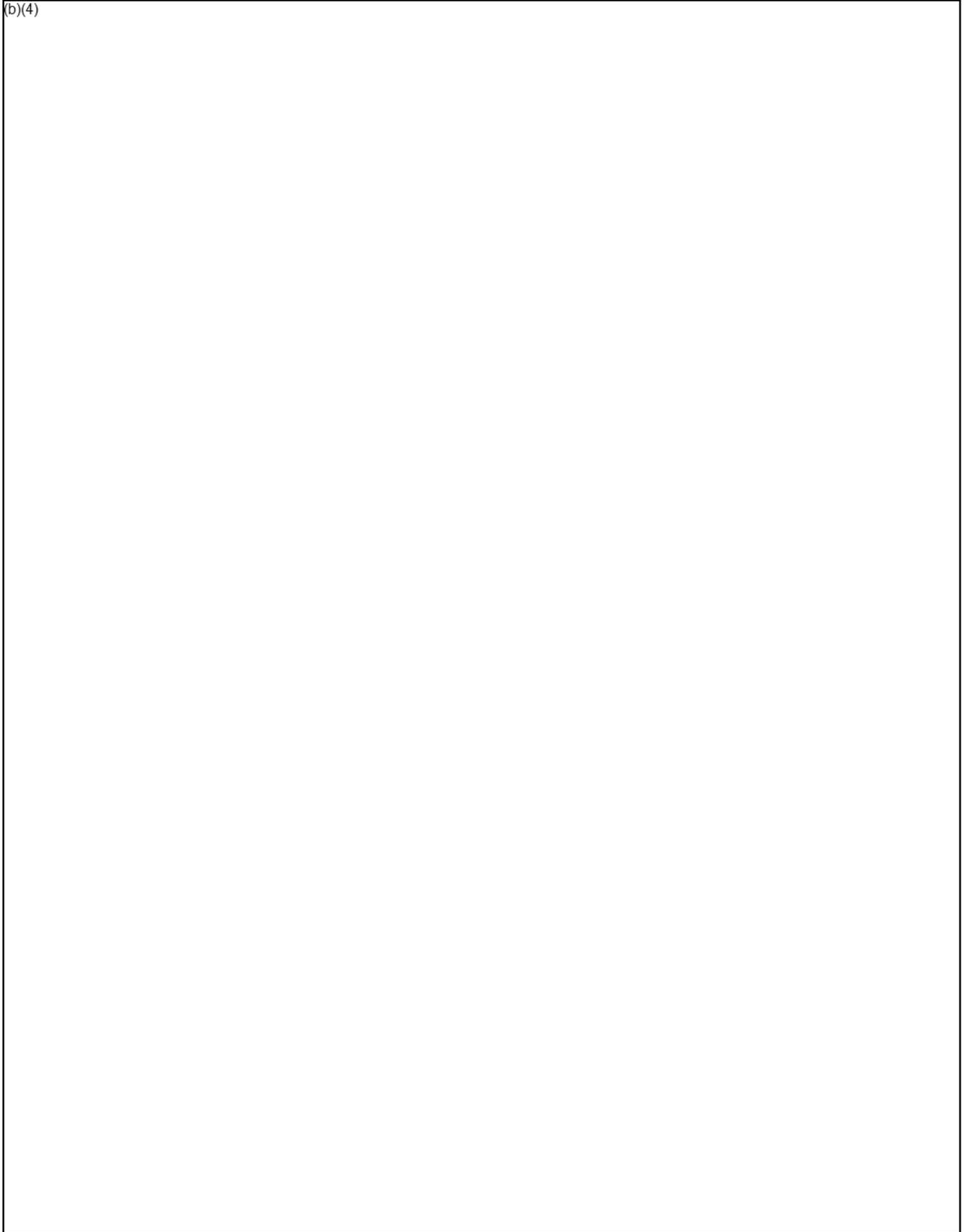
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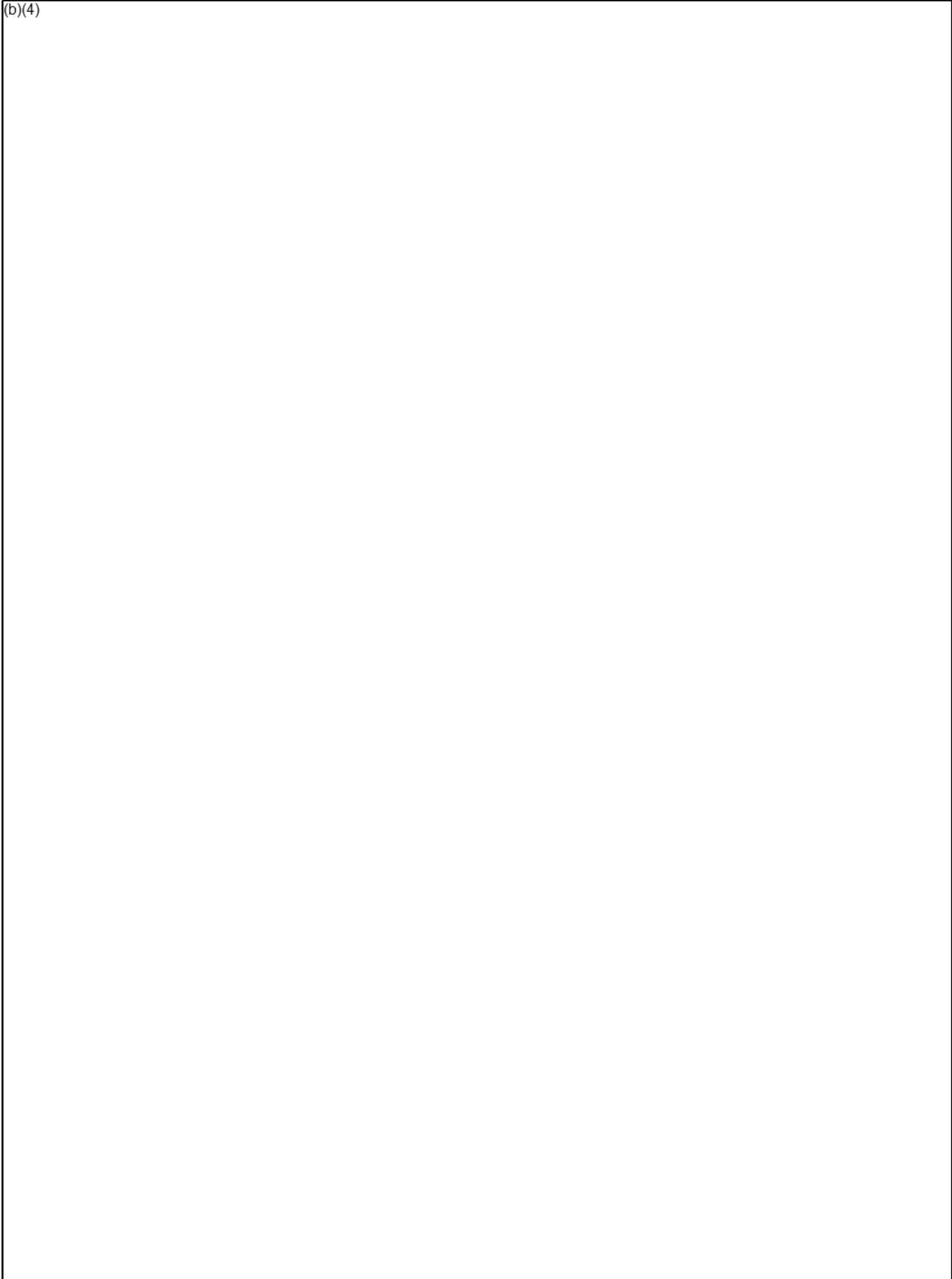
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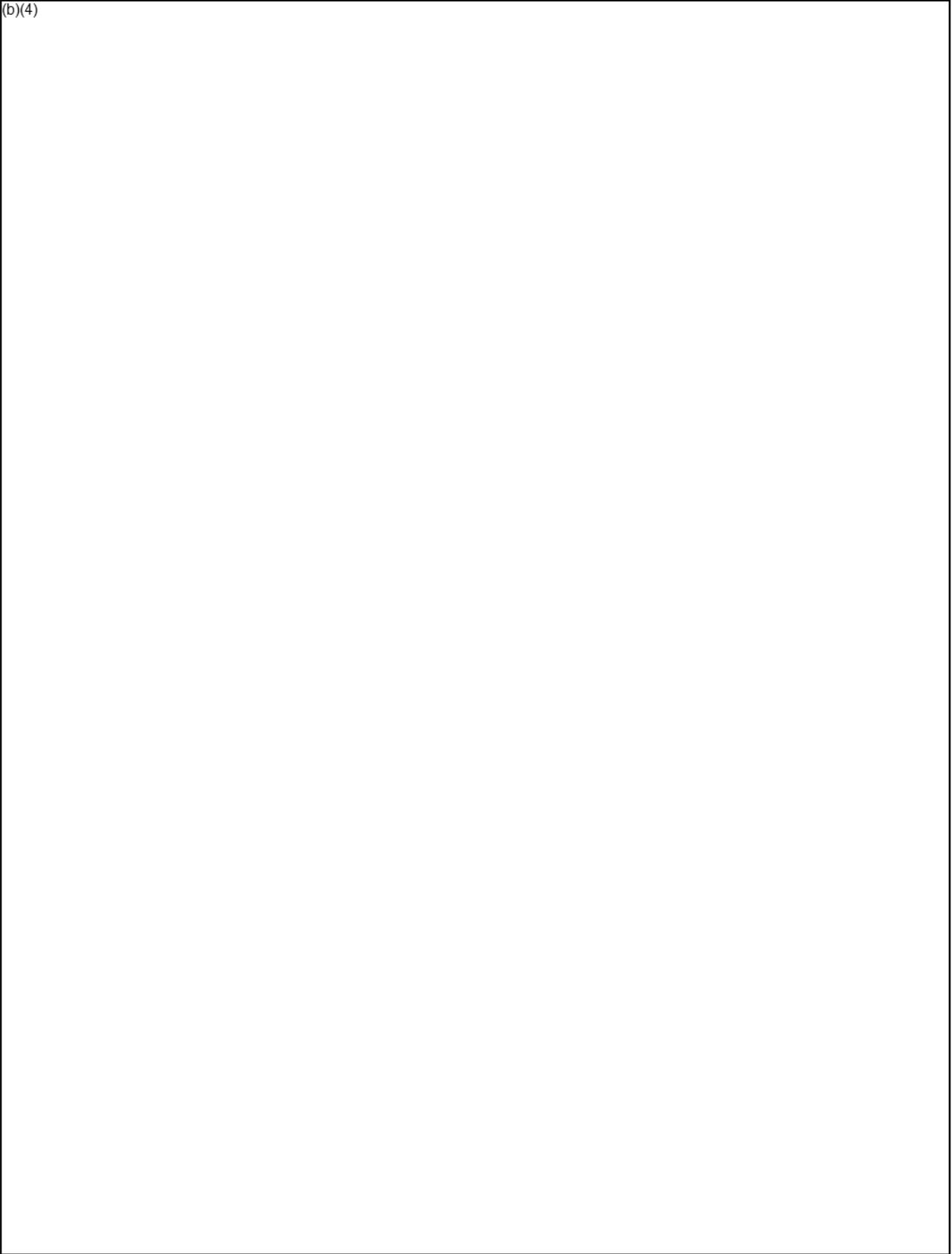
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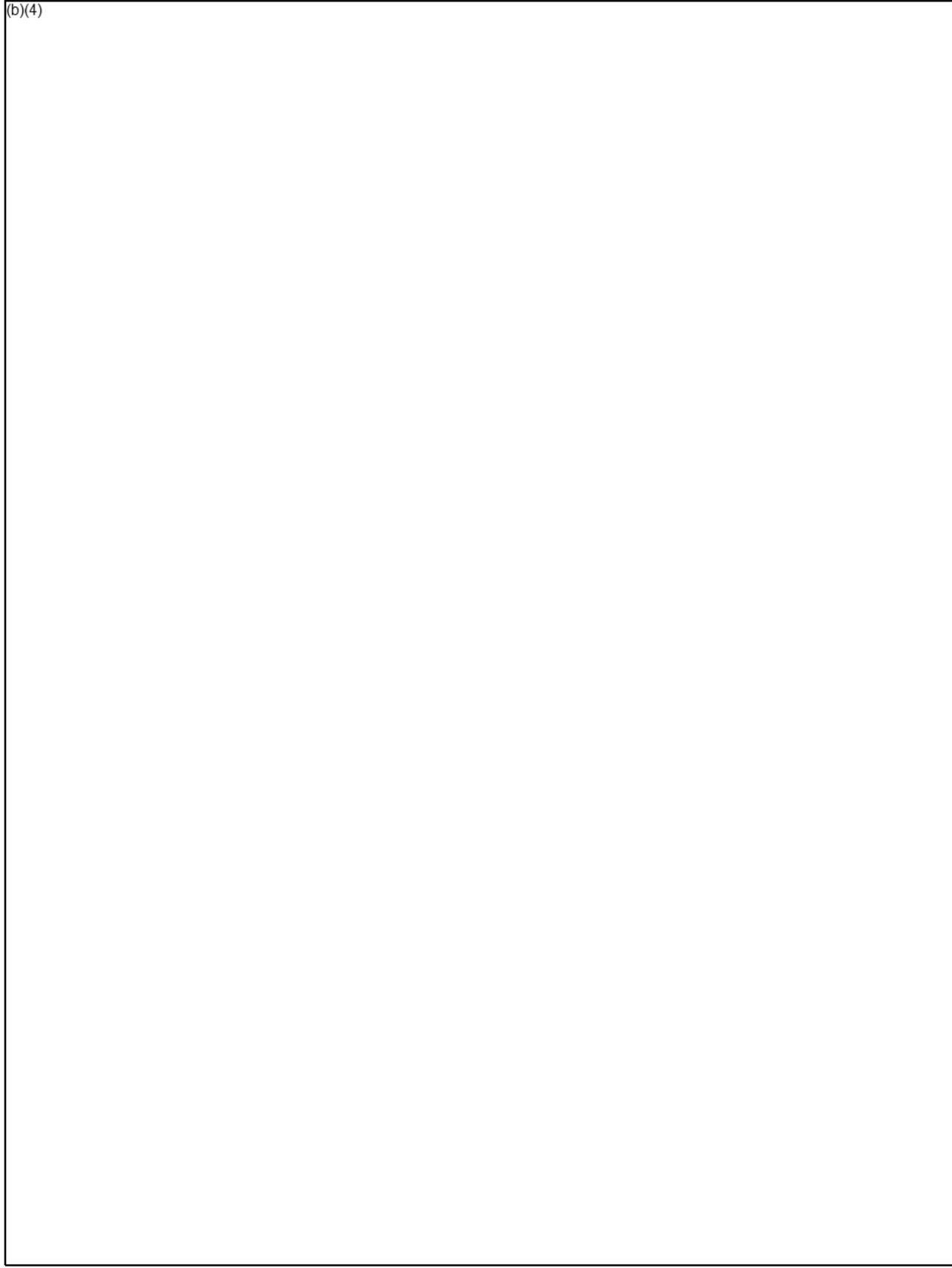
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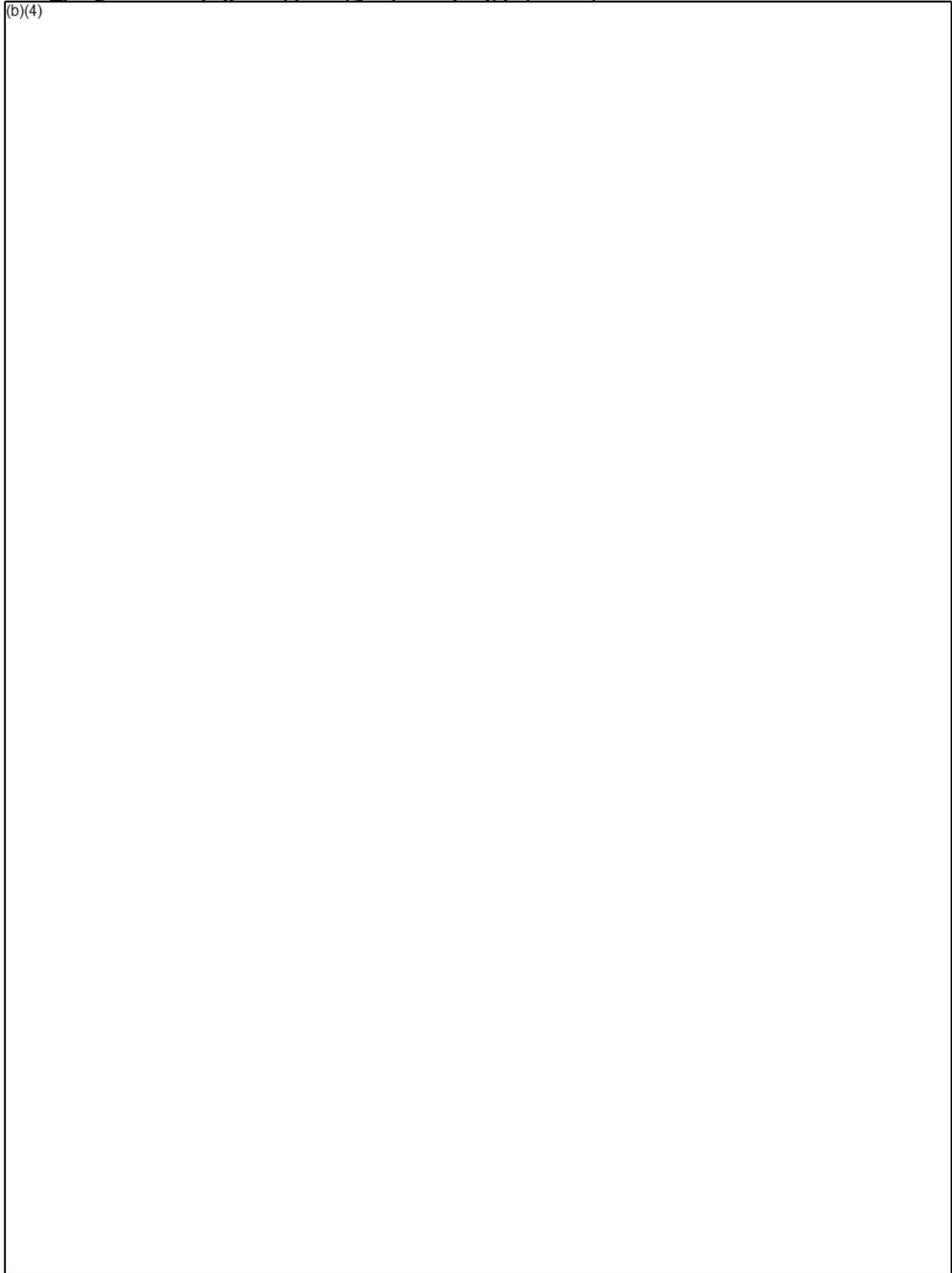
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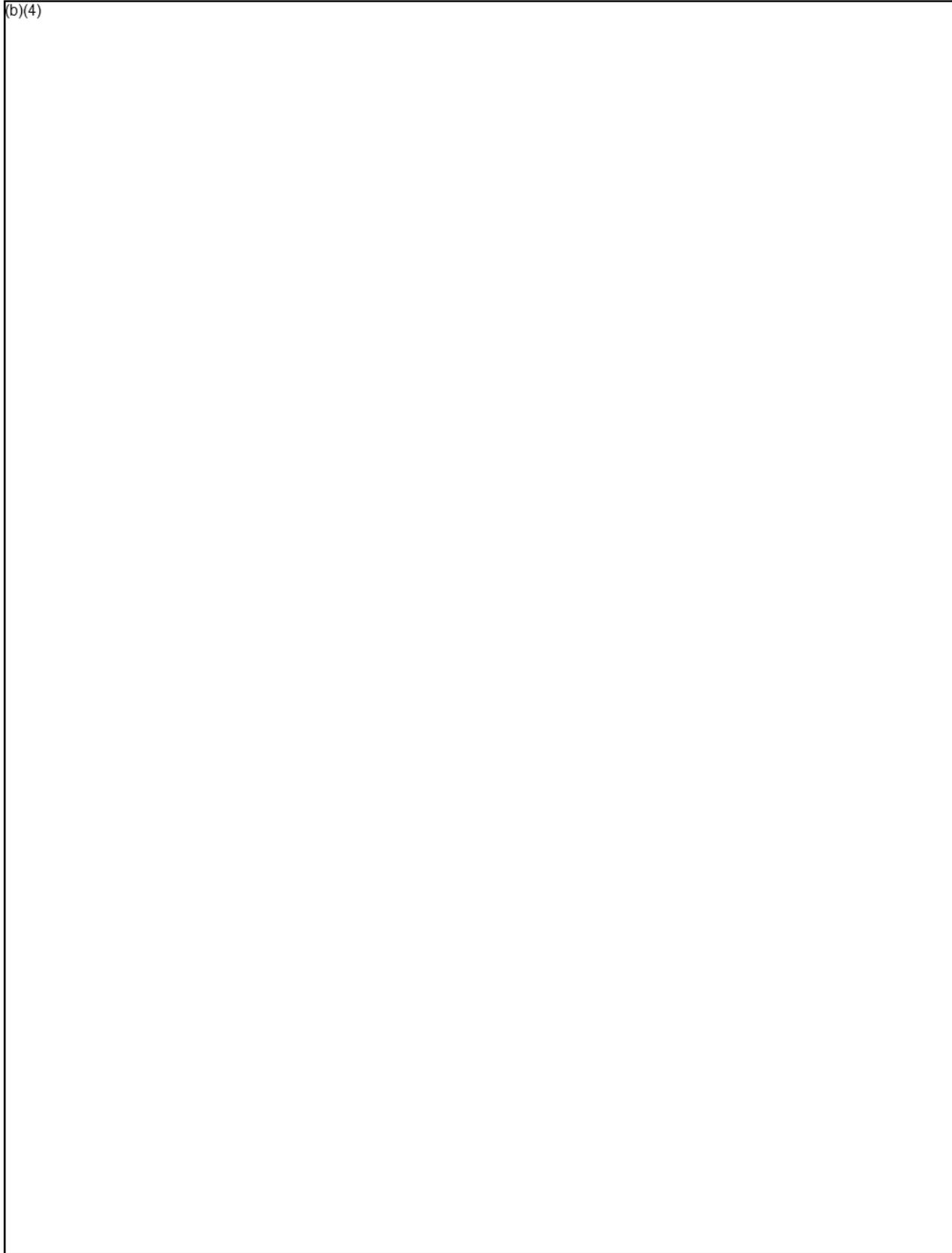
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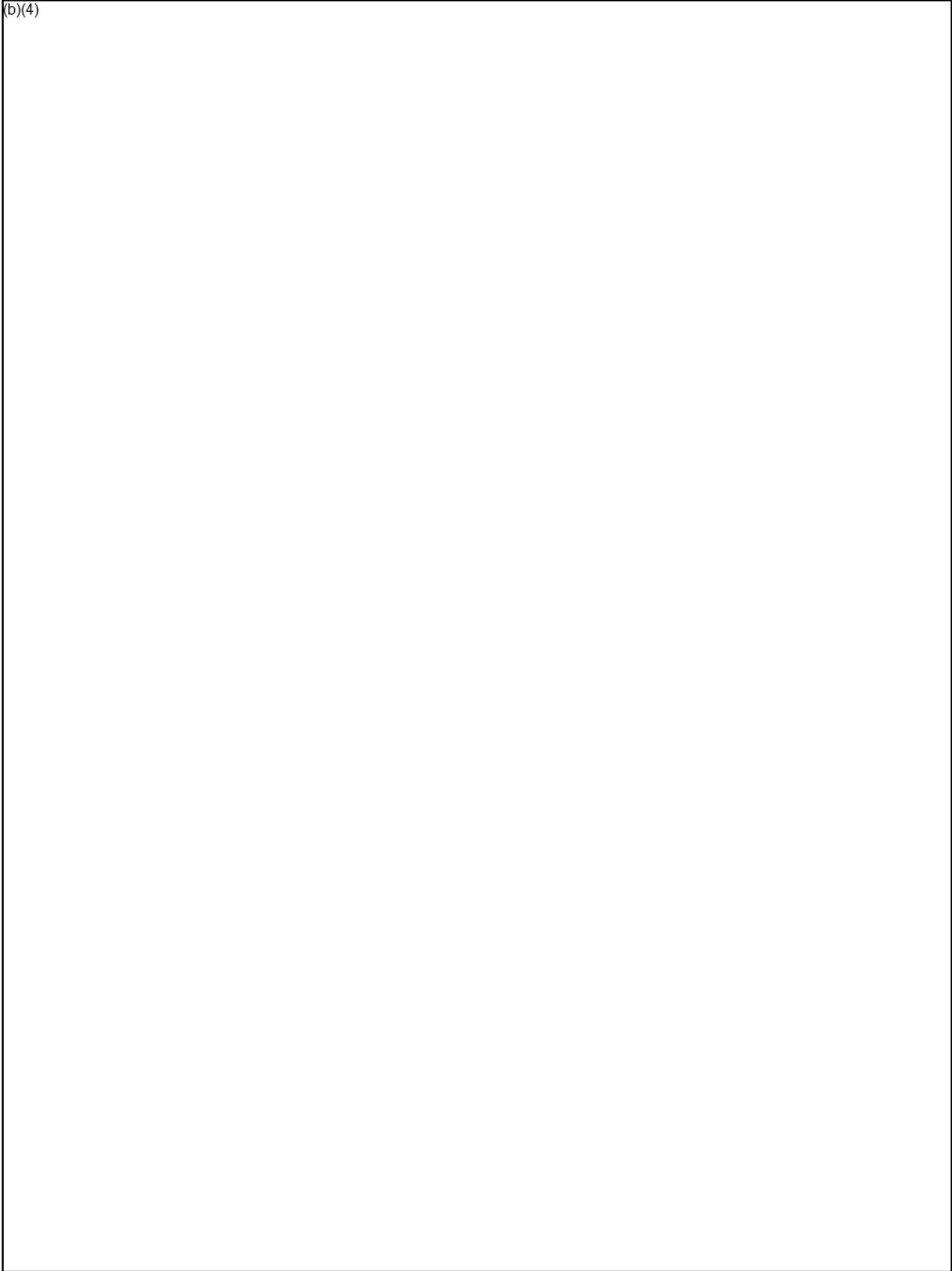
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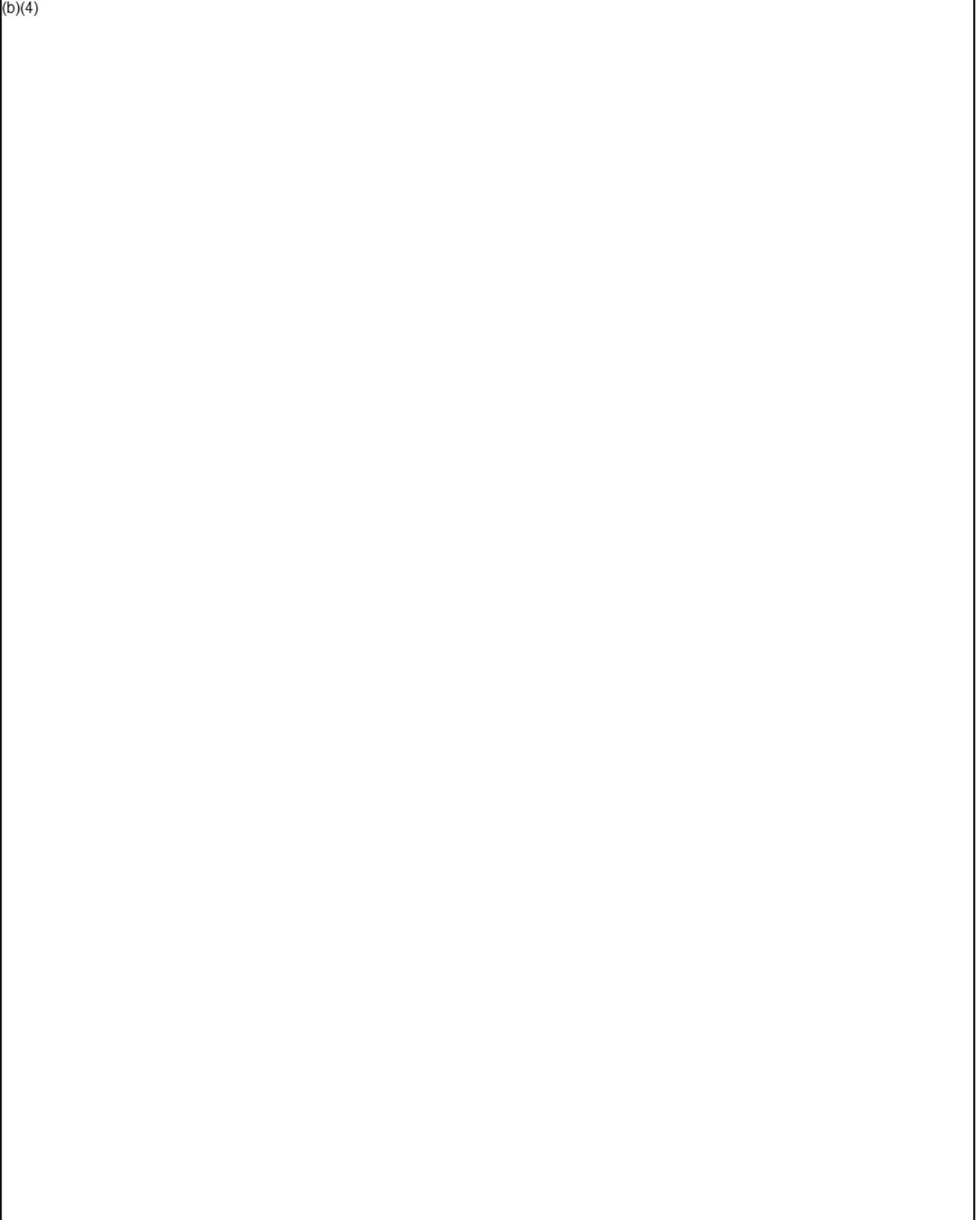
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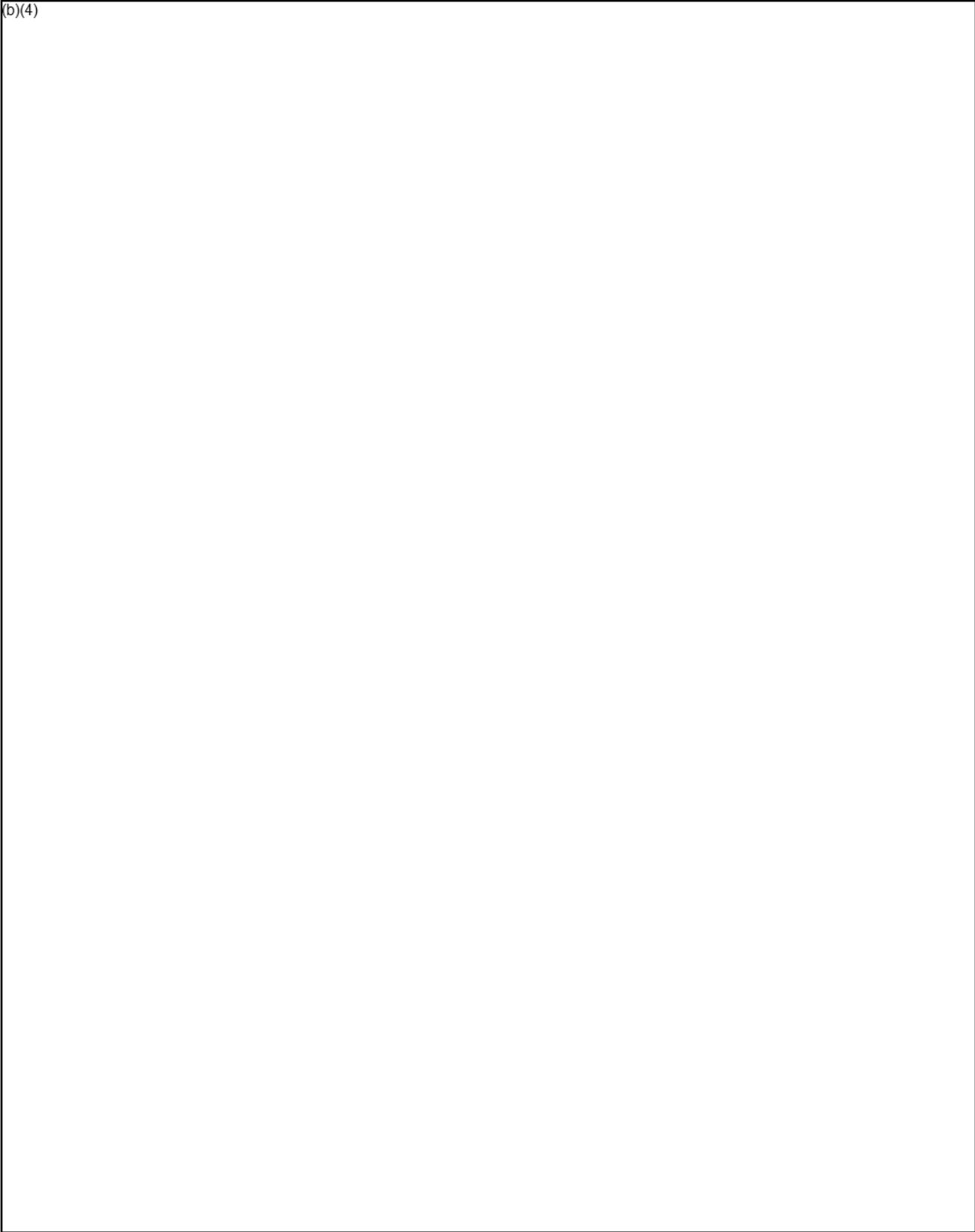
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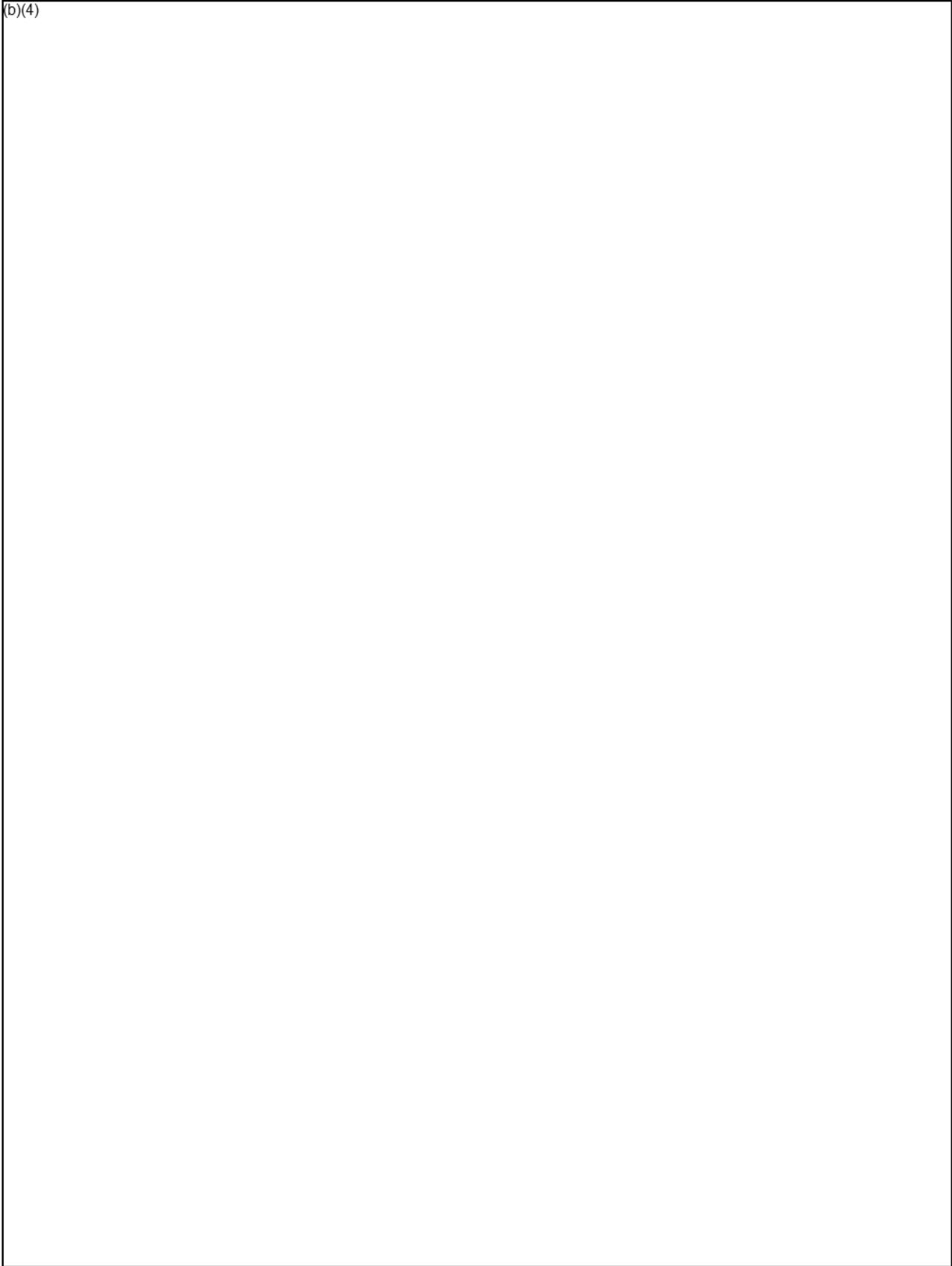
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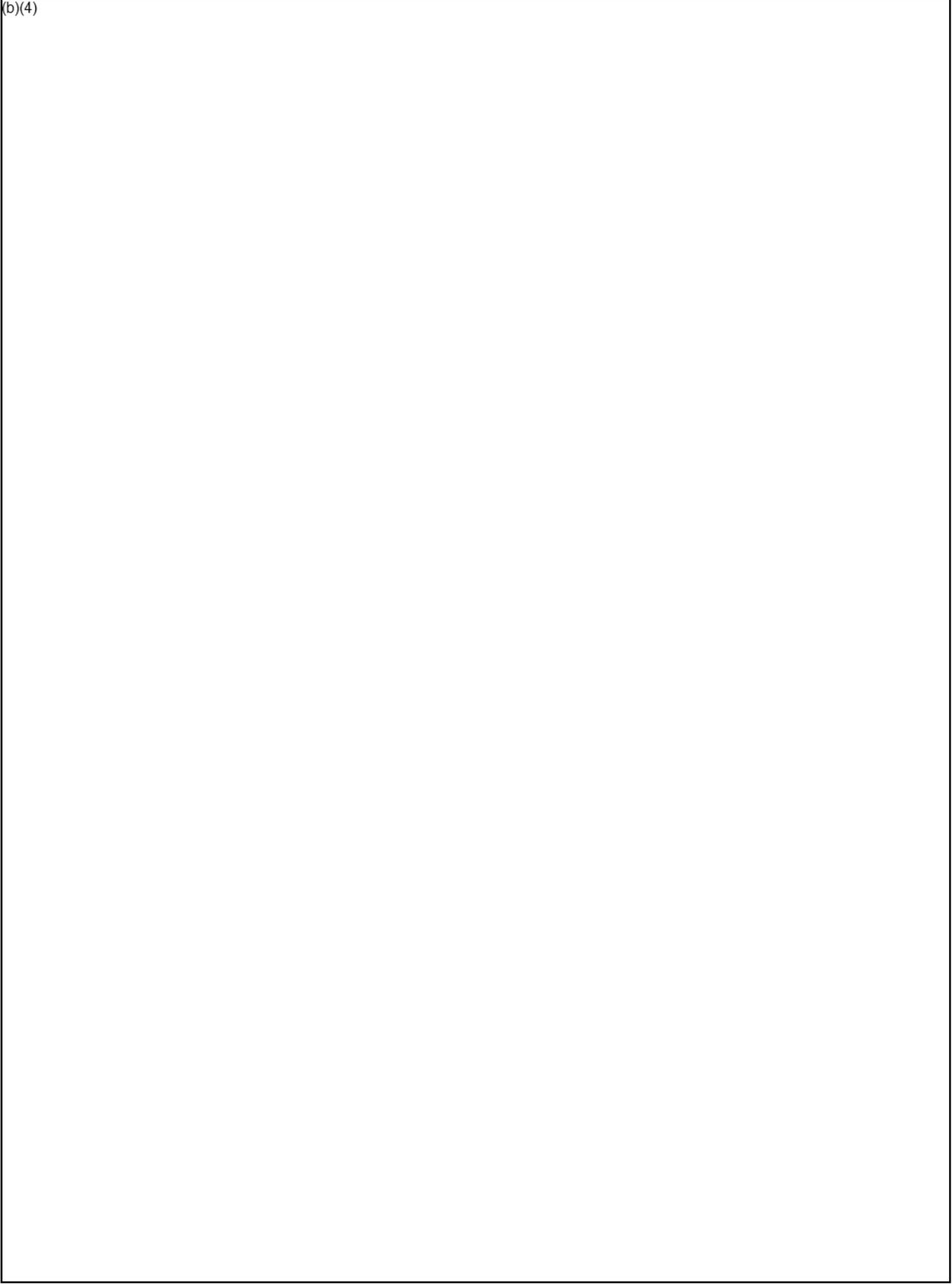
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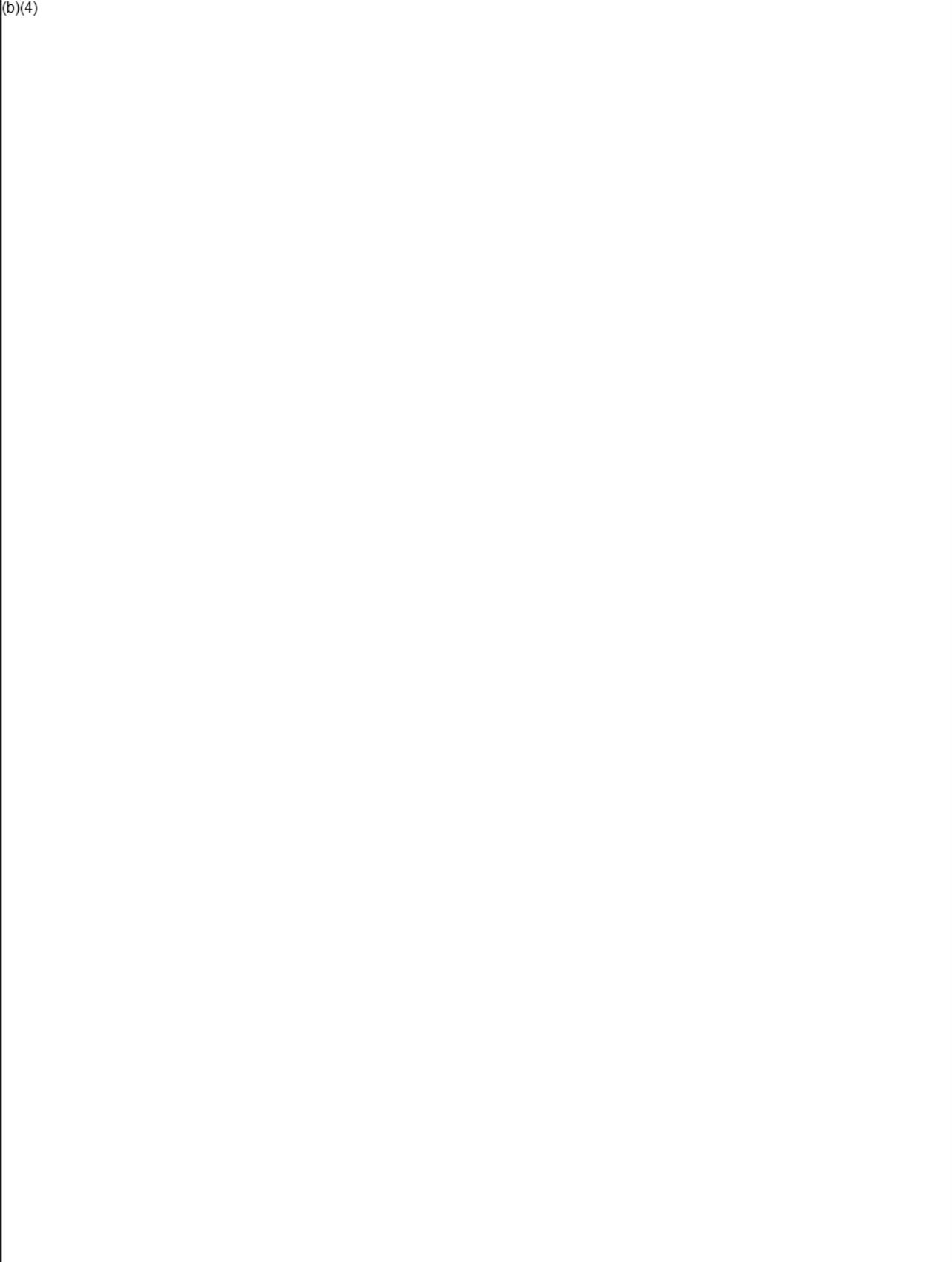
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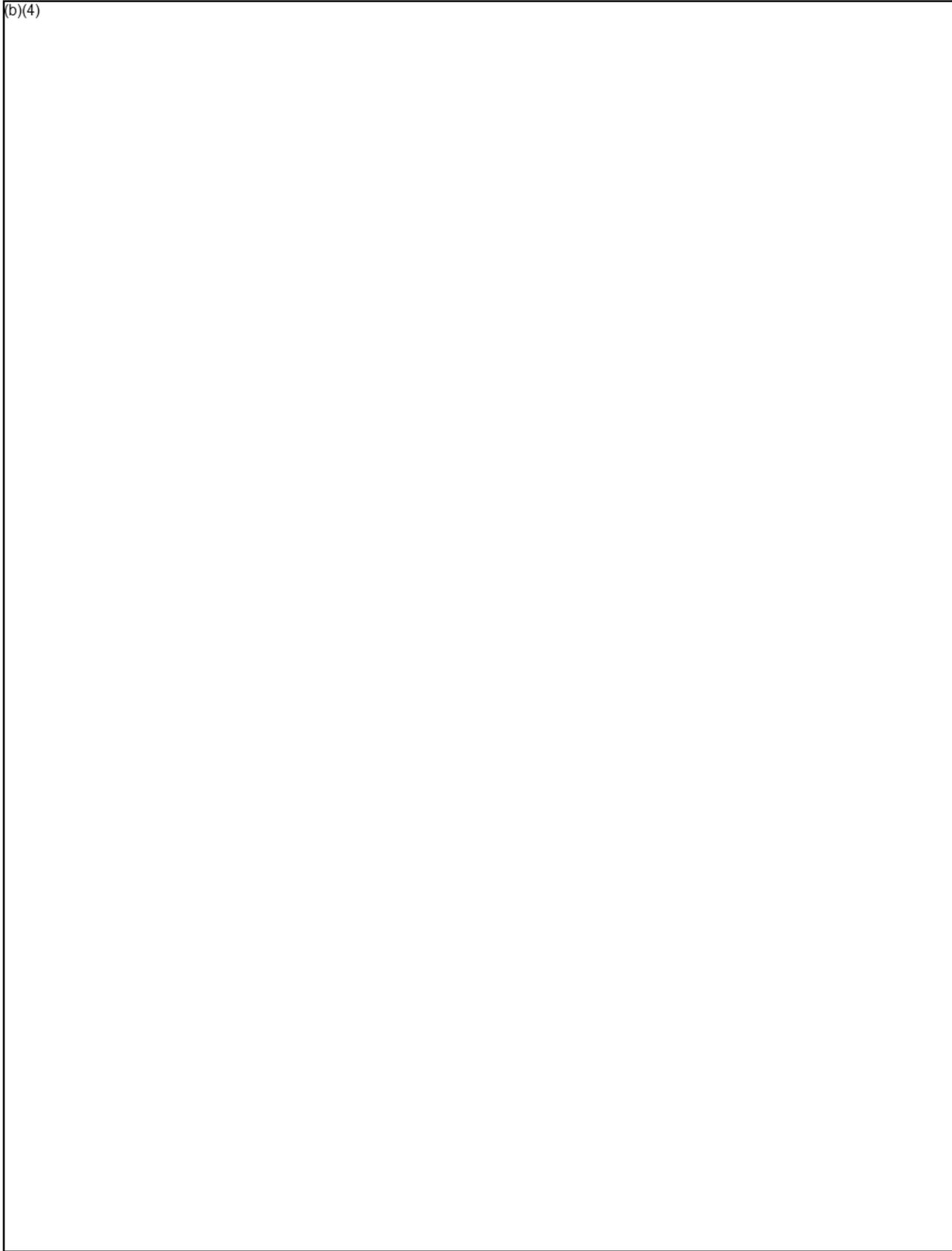
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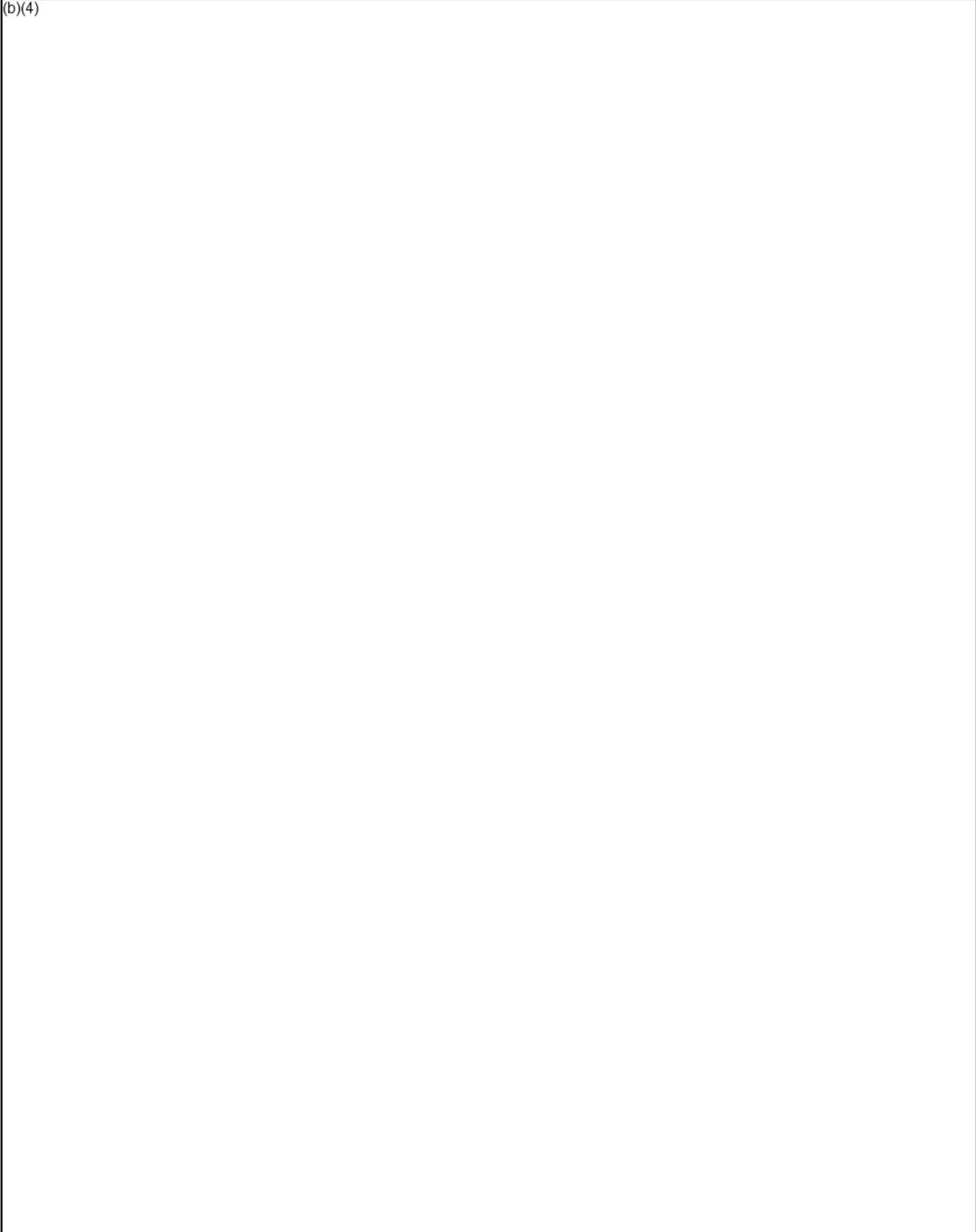


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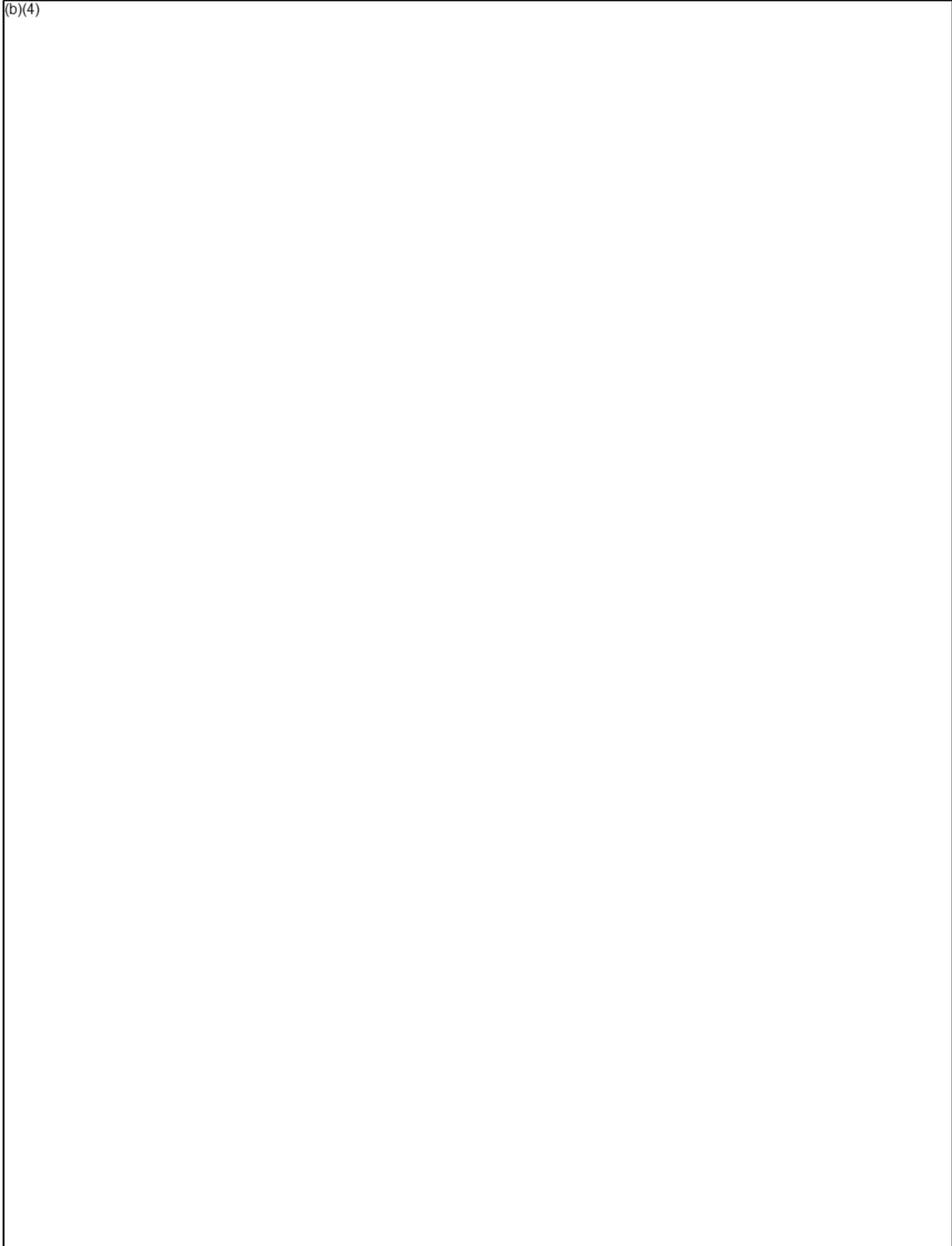


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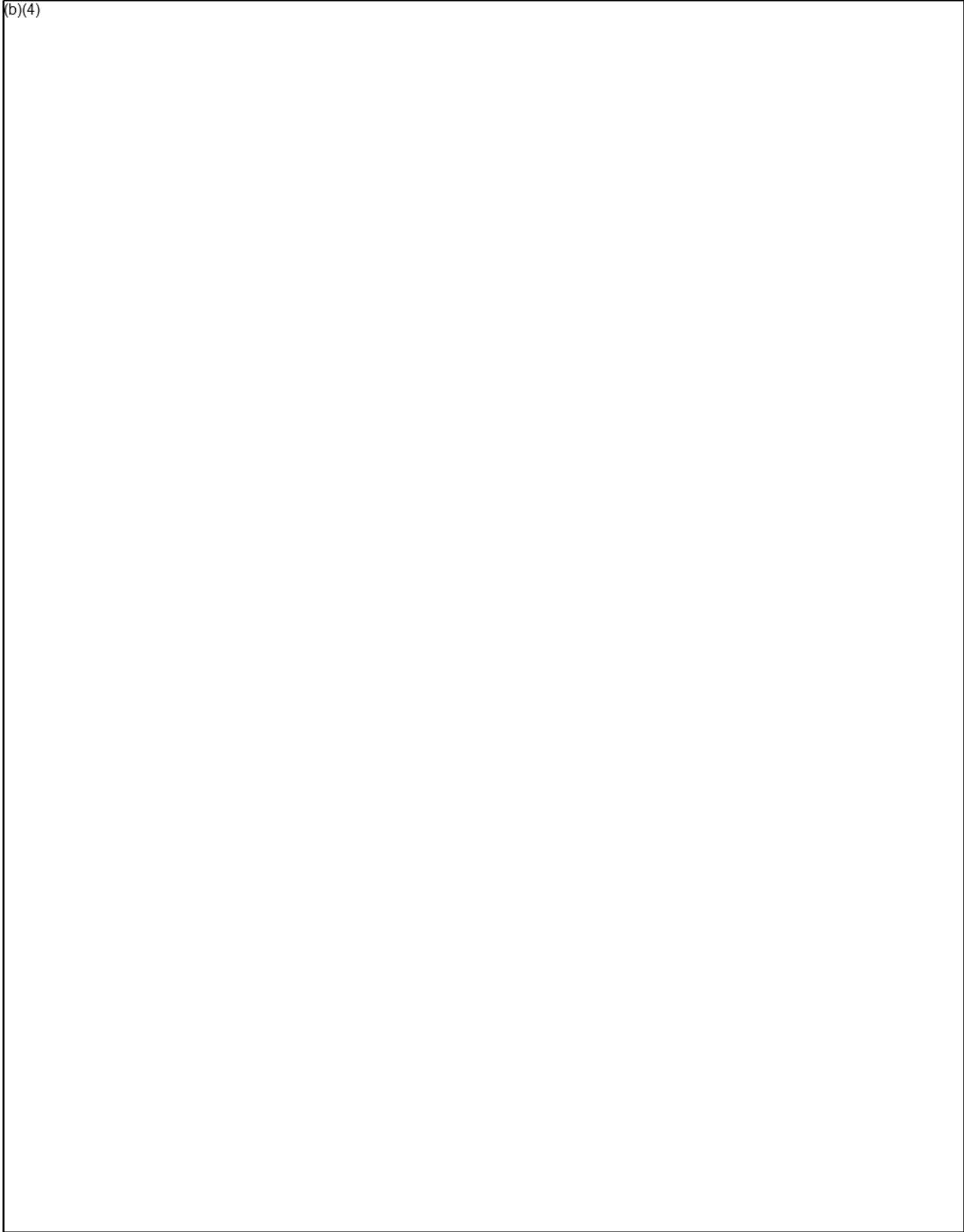
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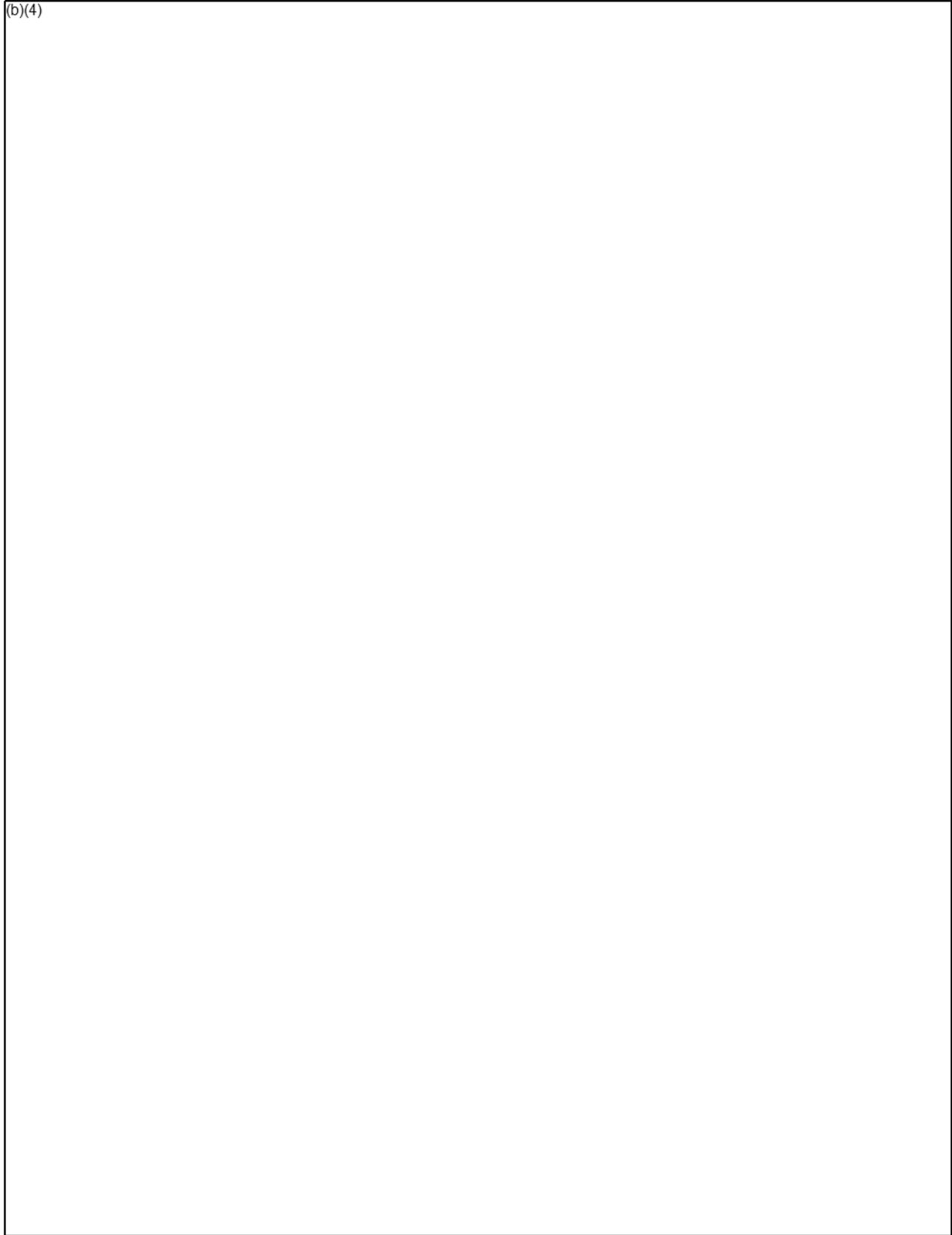
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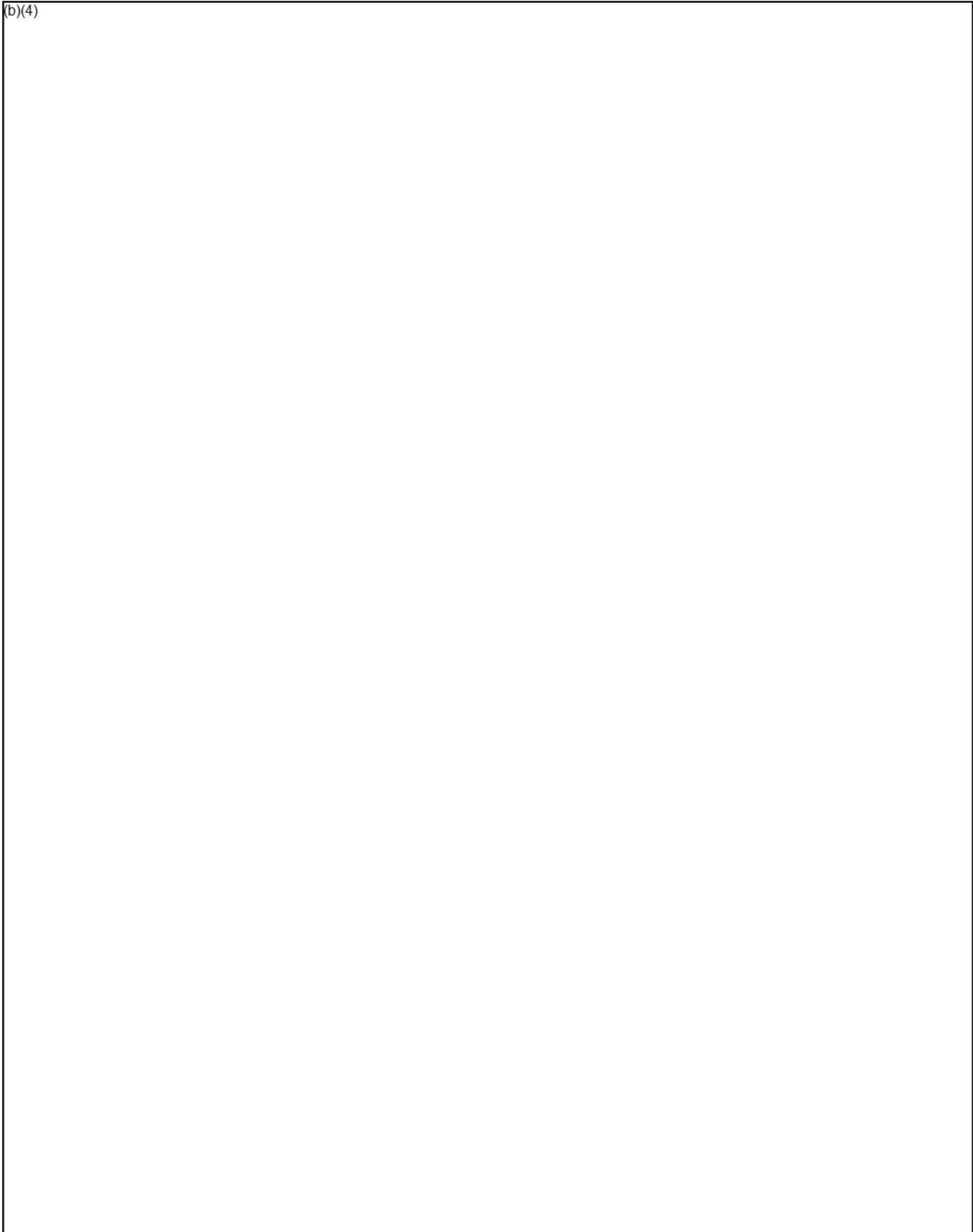
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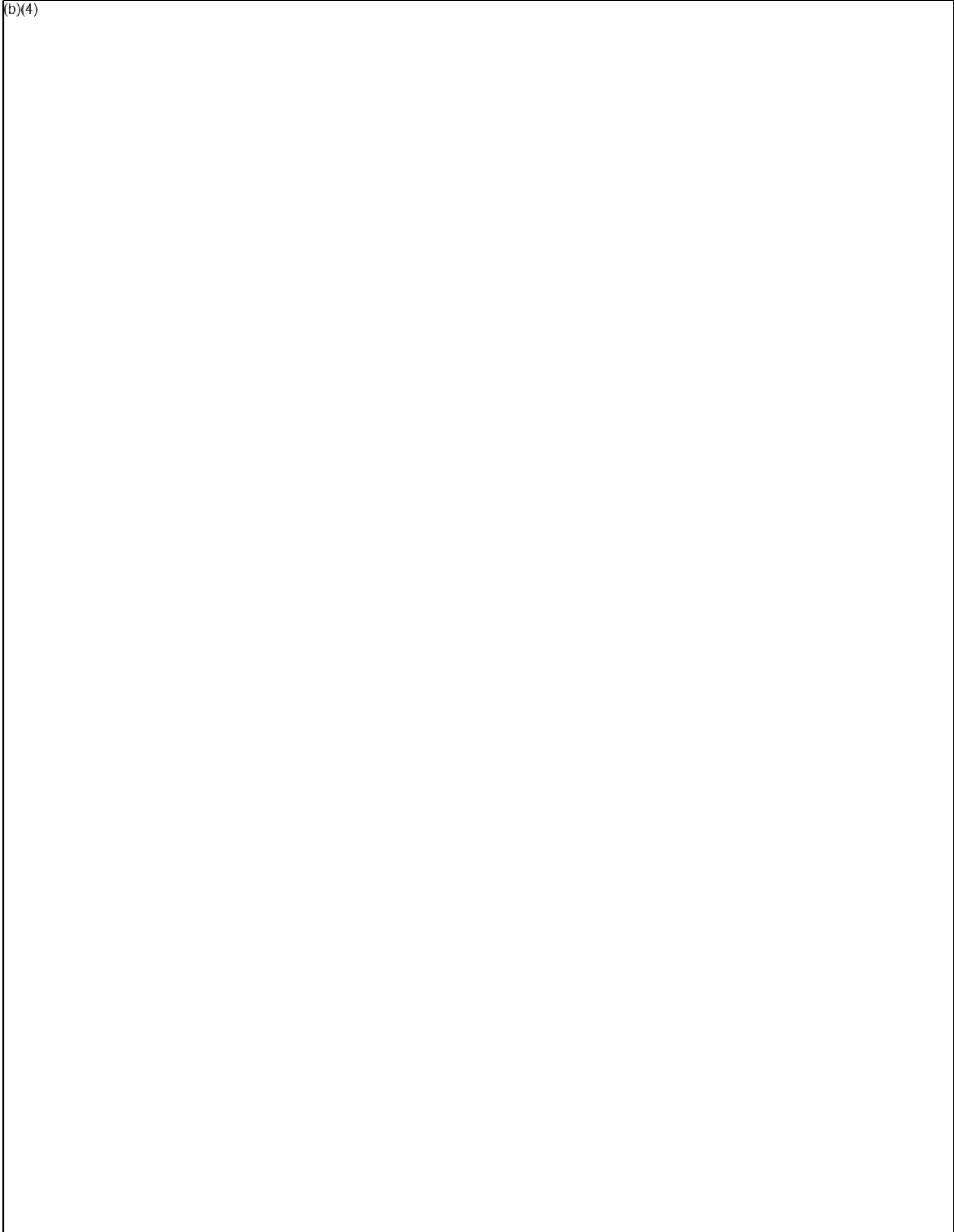
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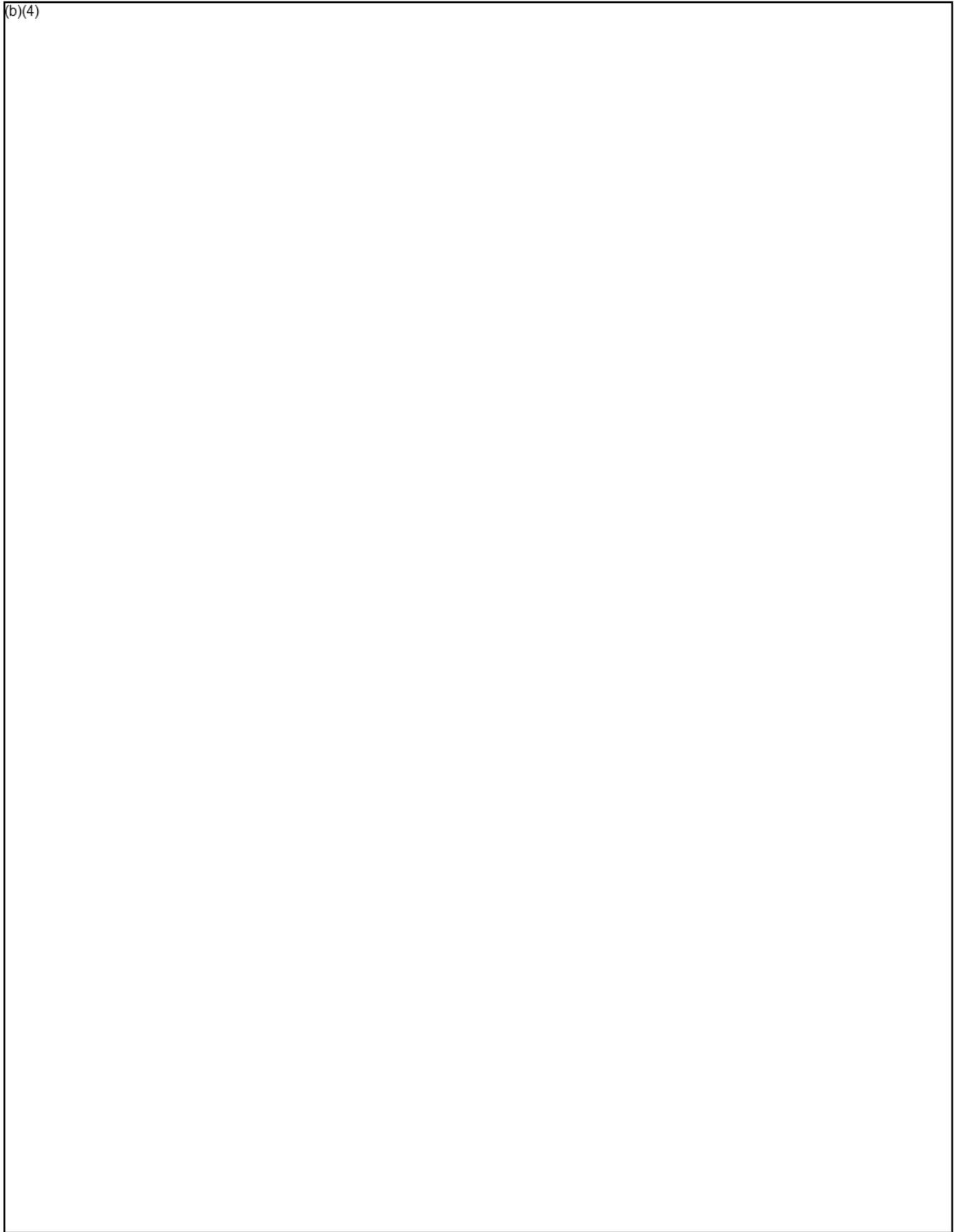
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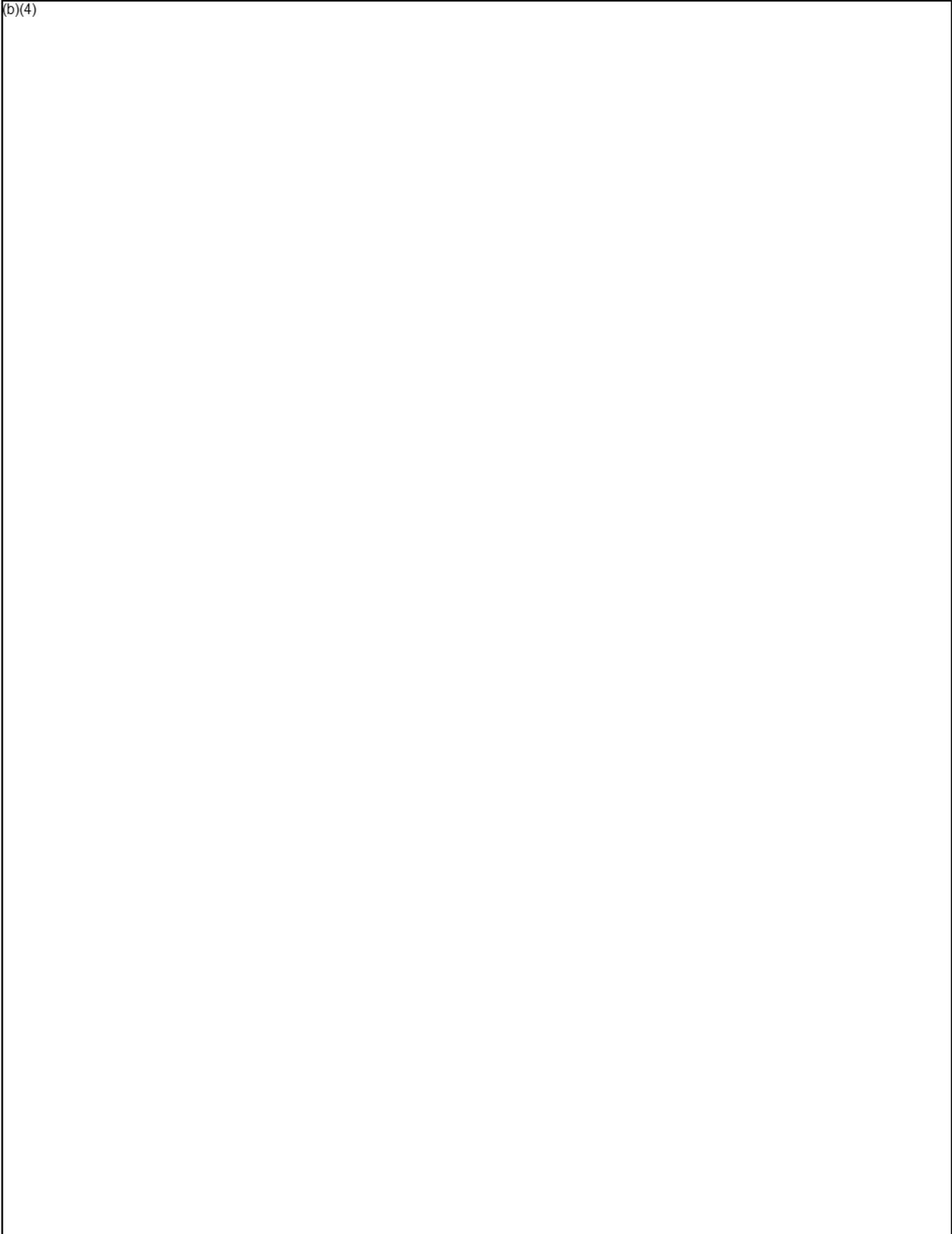
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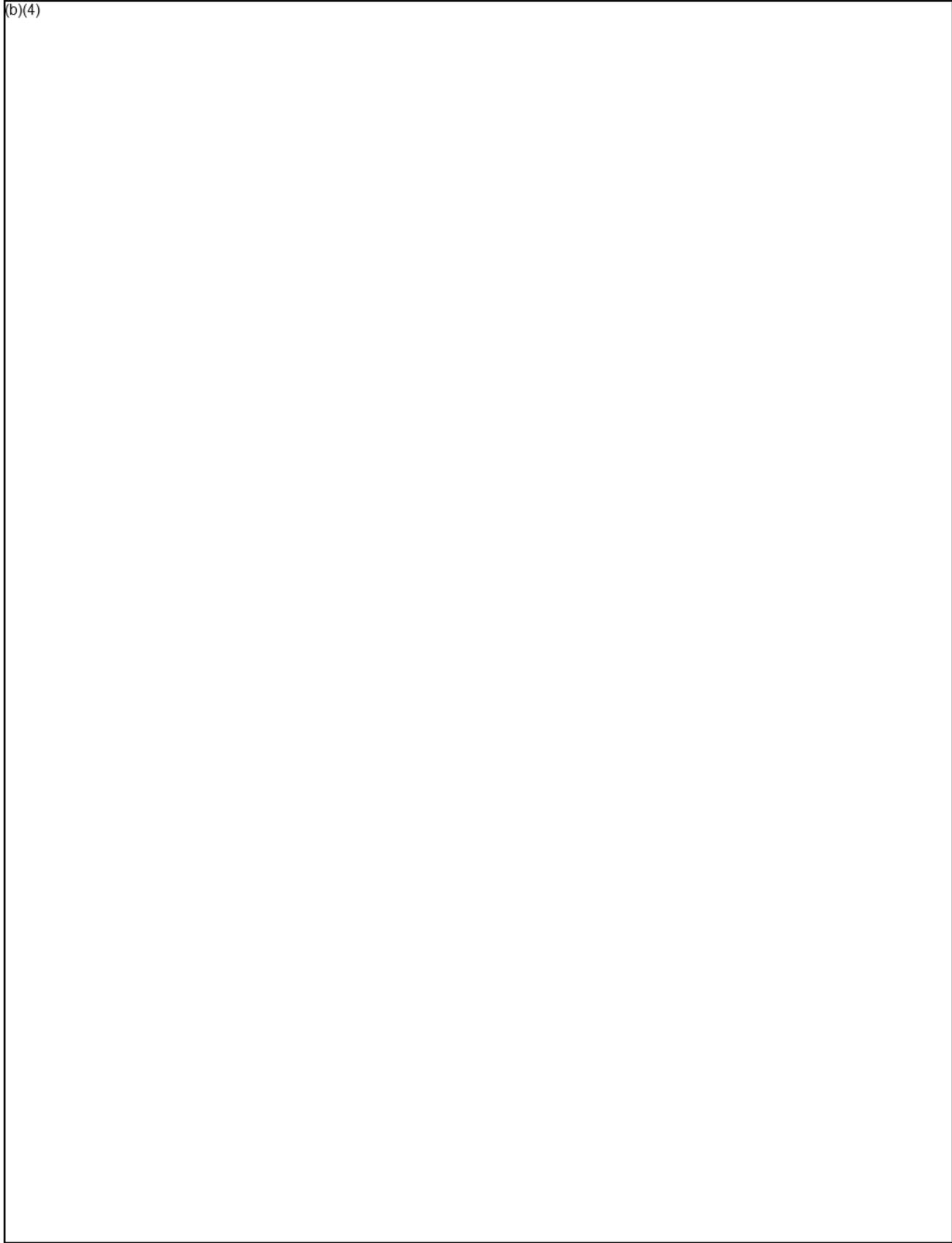
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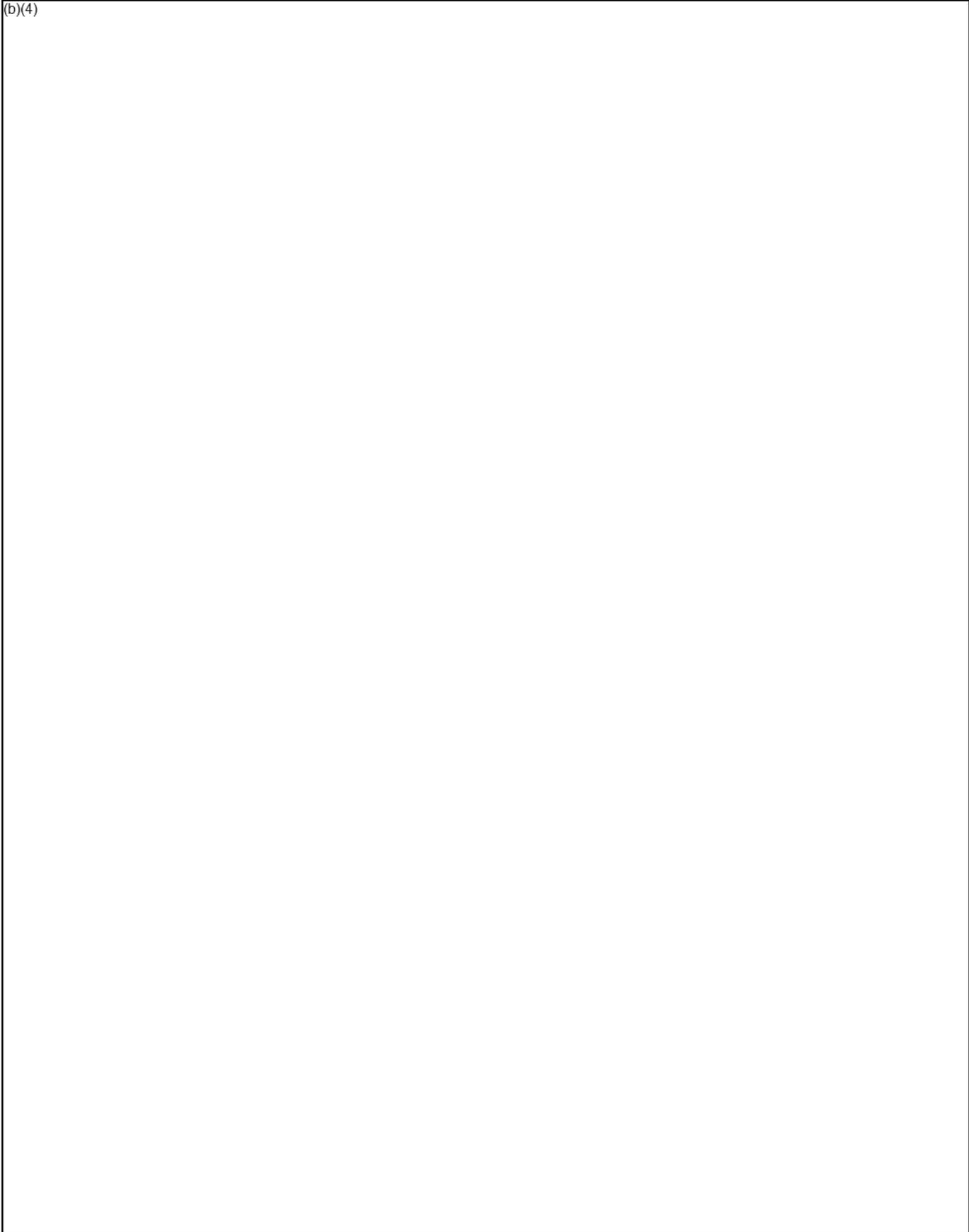


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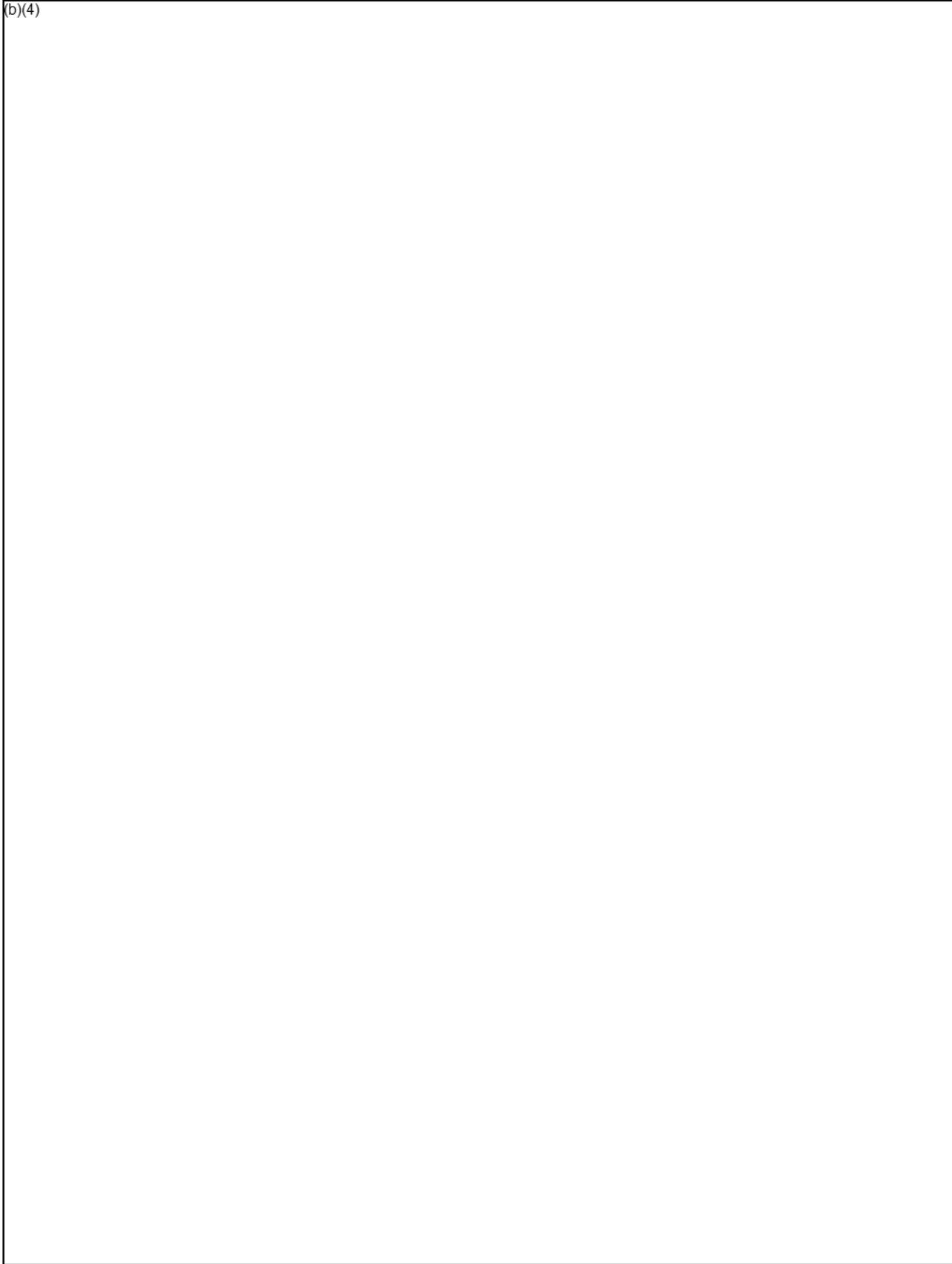
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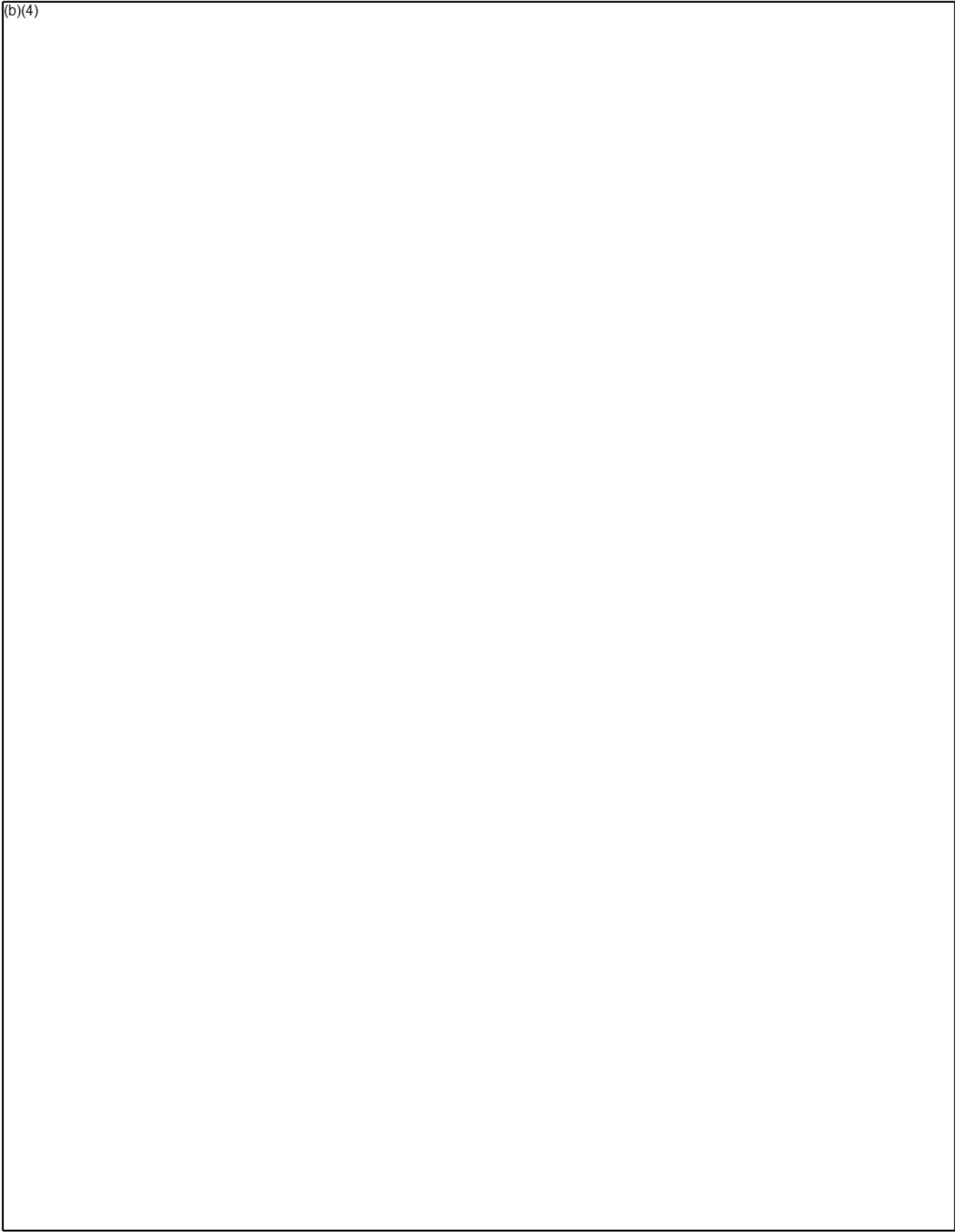
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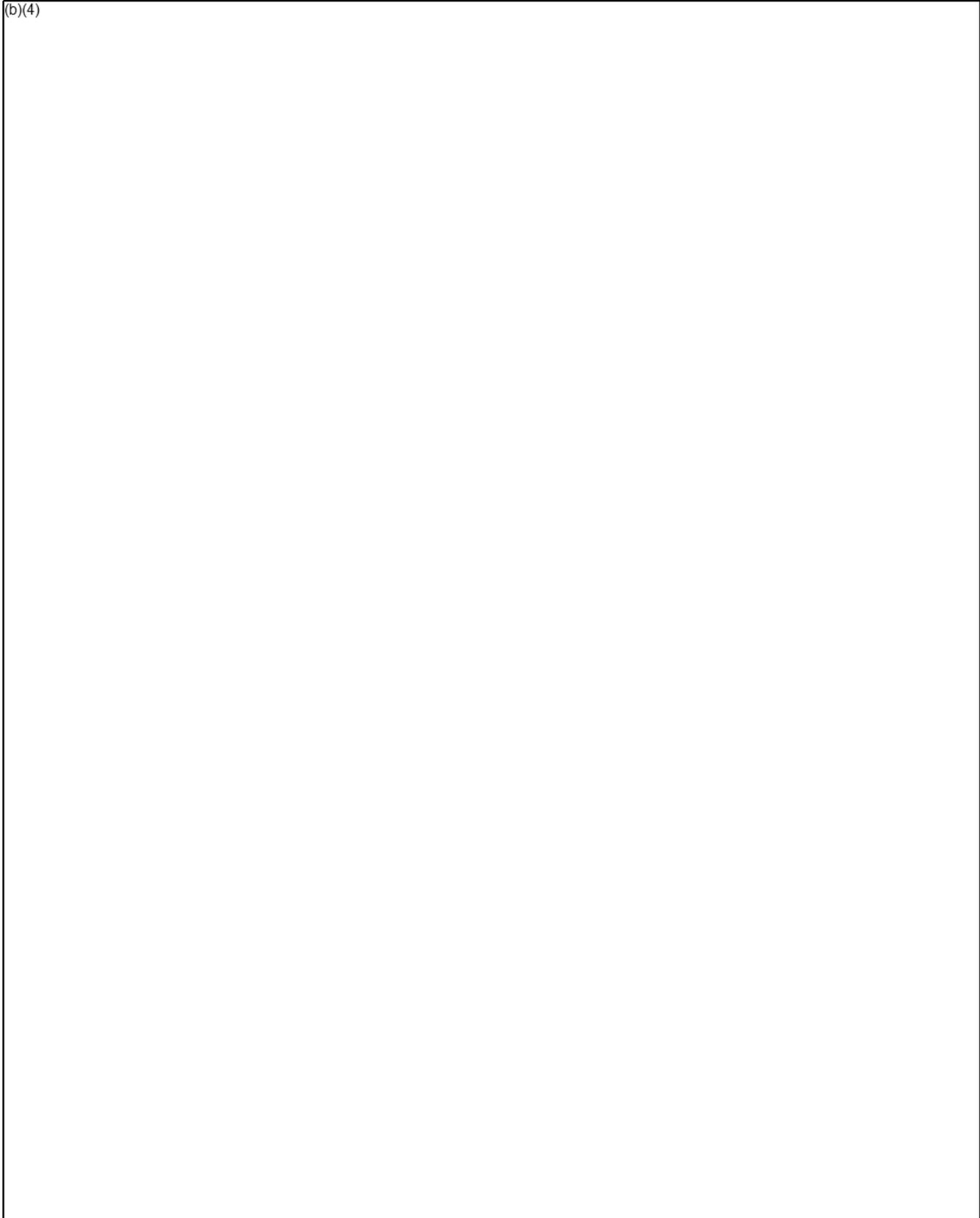
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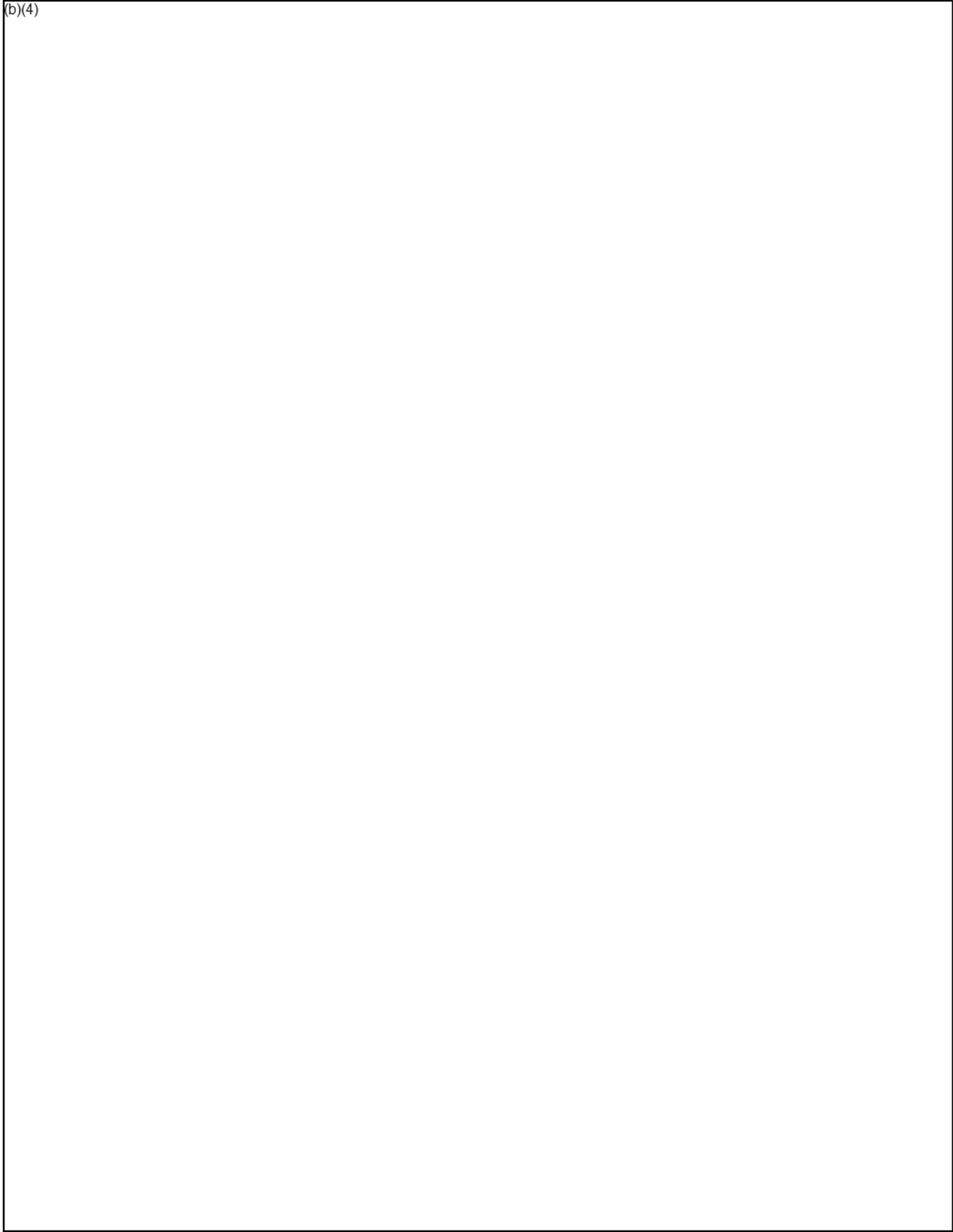
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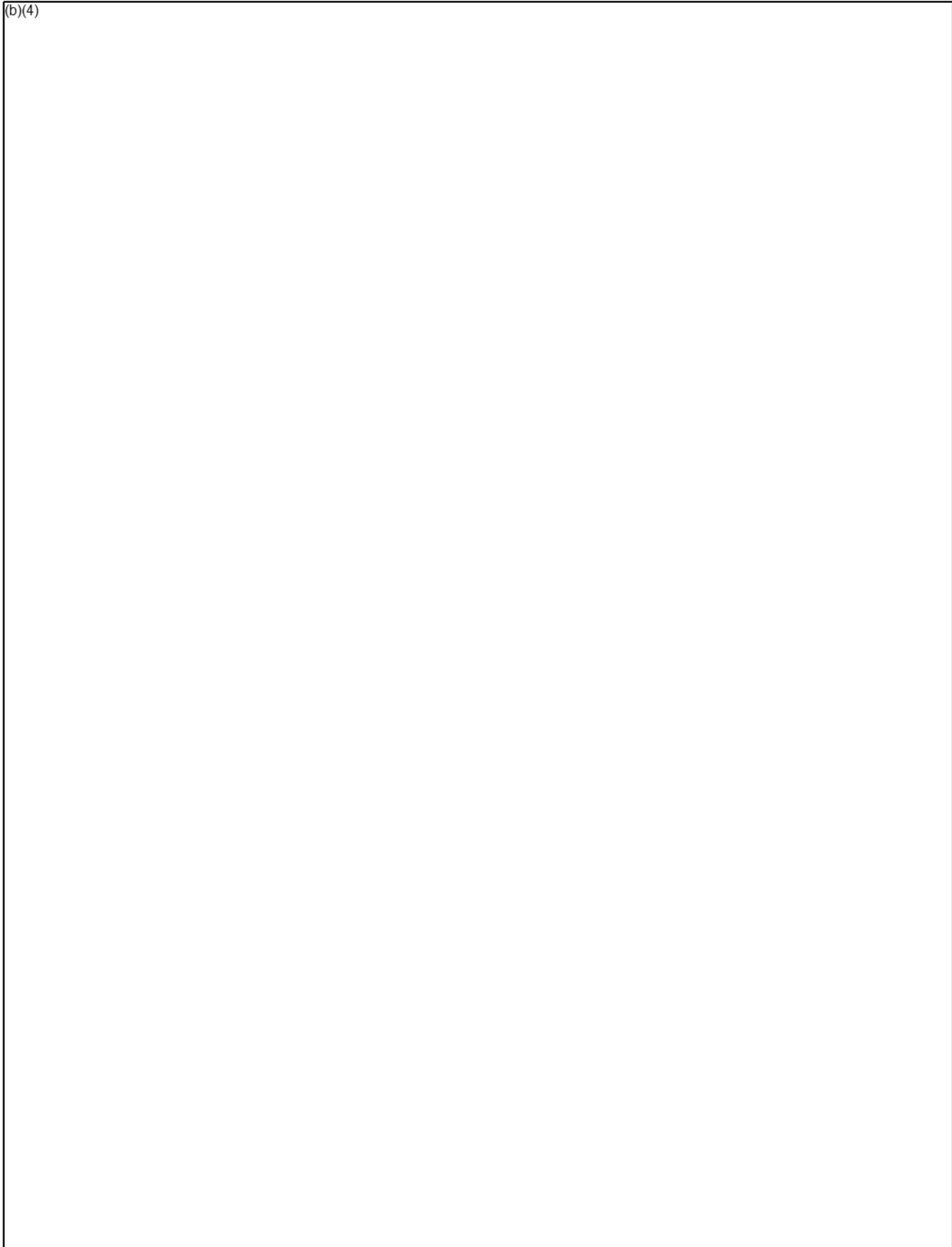
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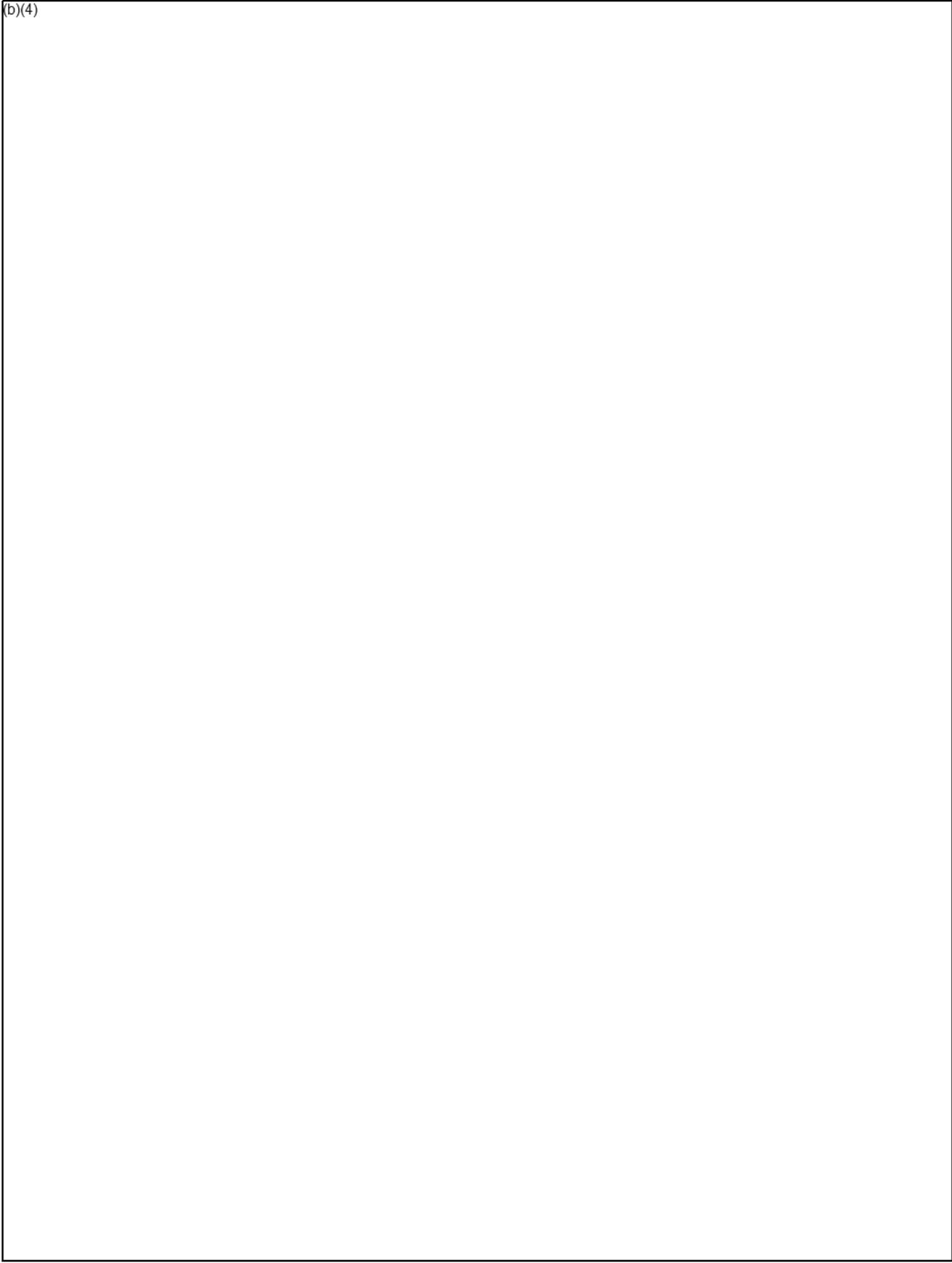
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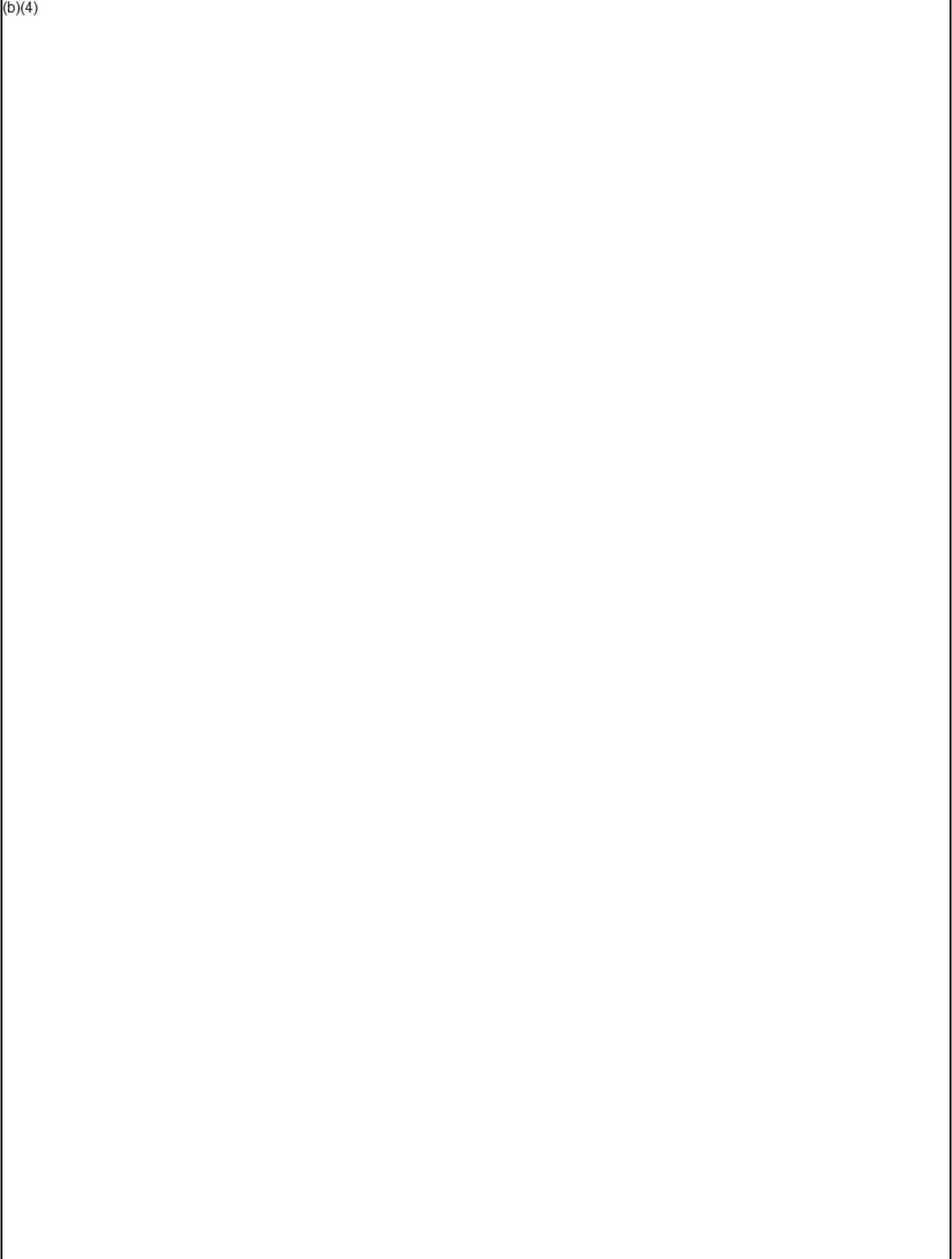
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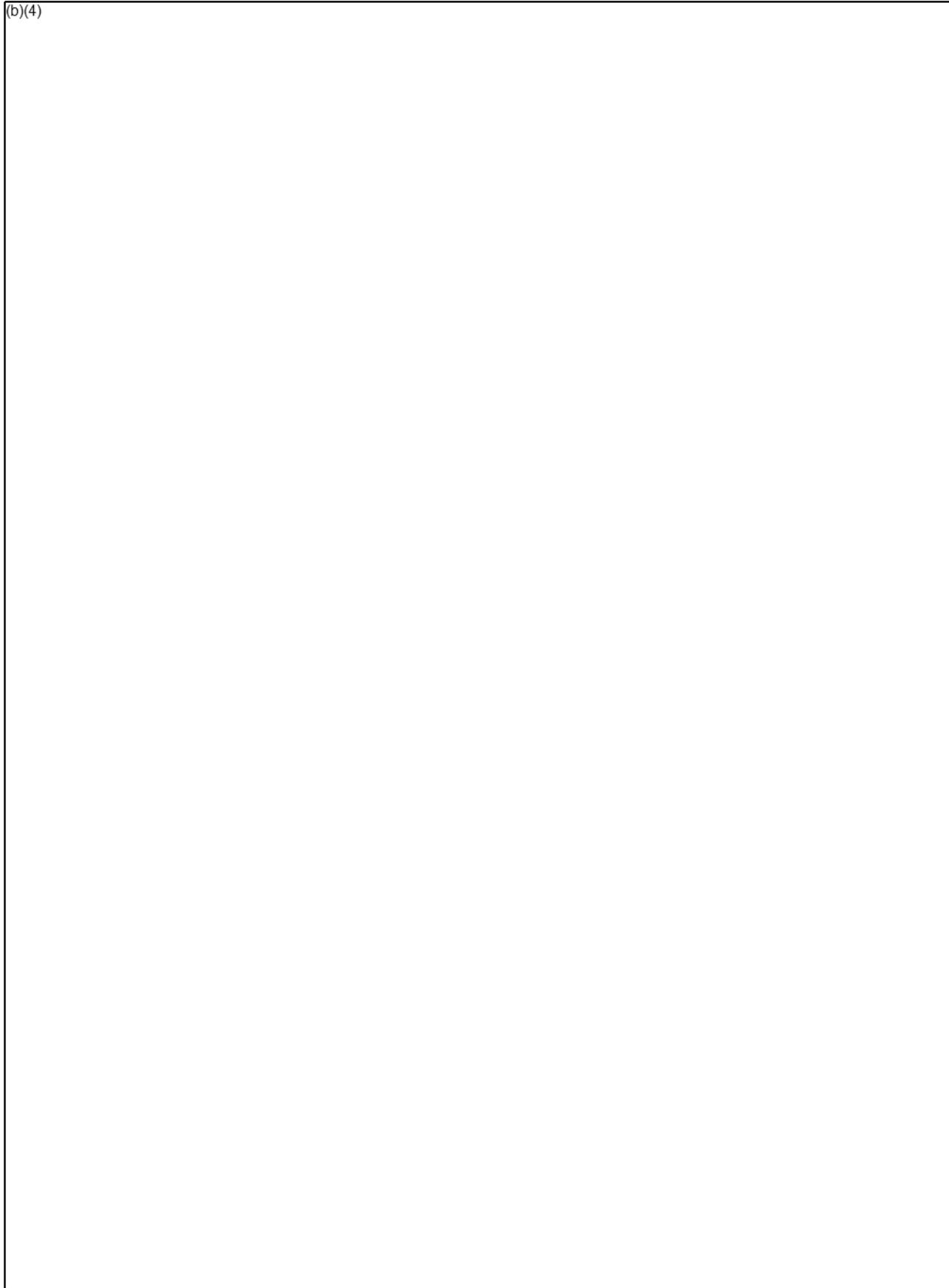
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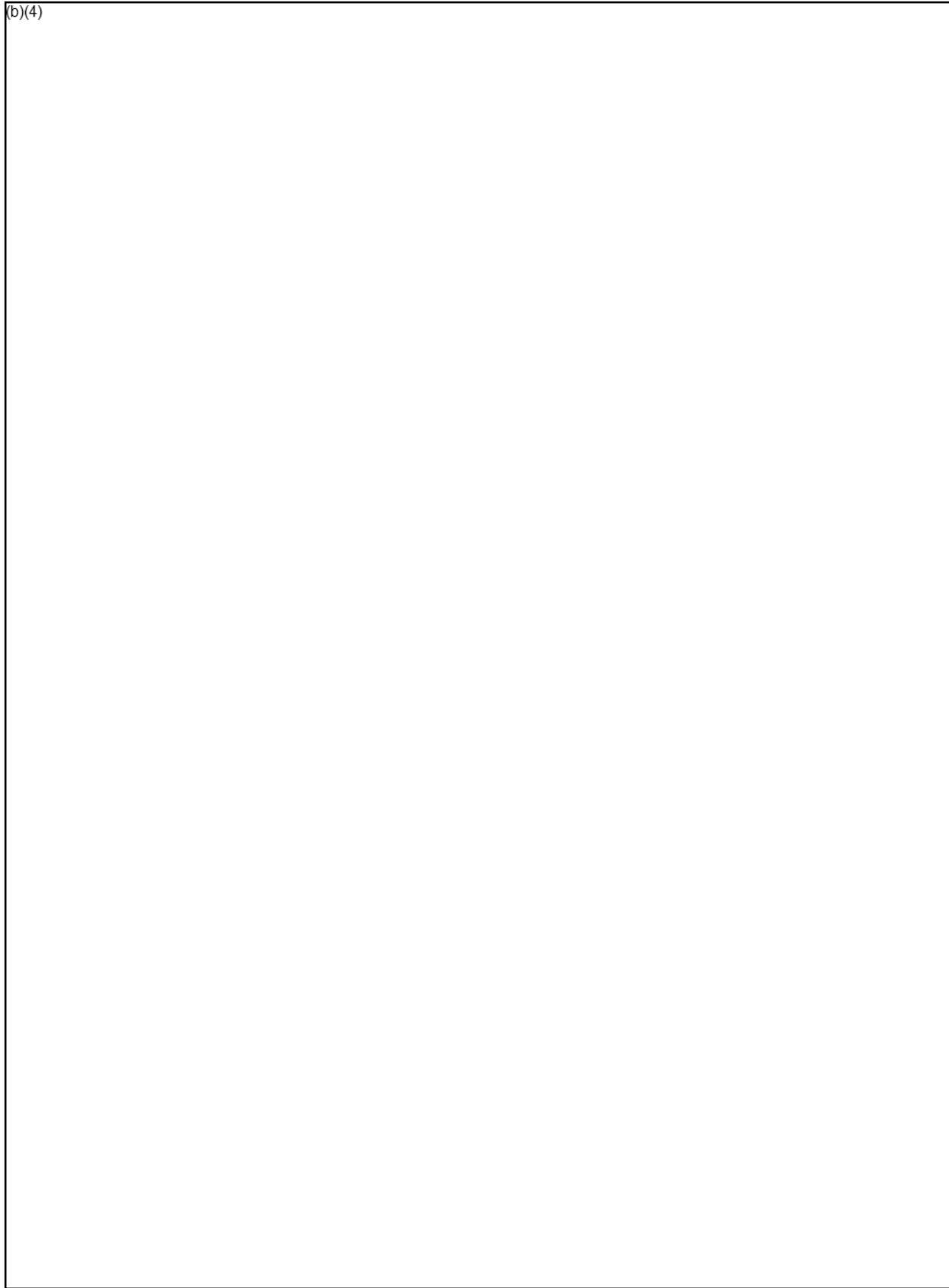
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Table 7-1. HART Deliverables

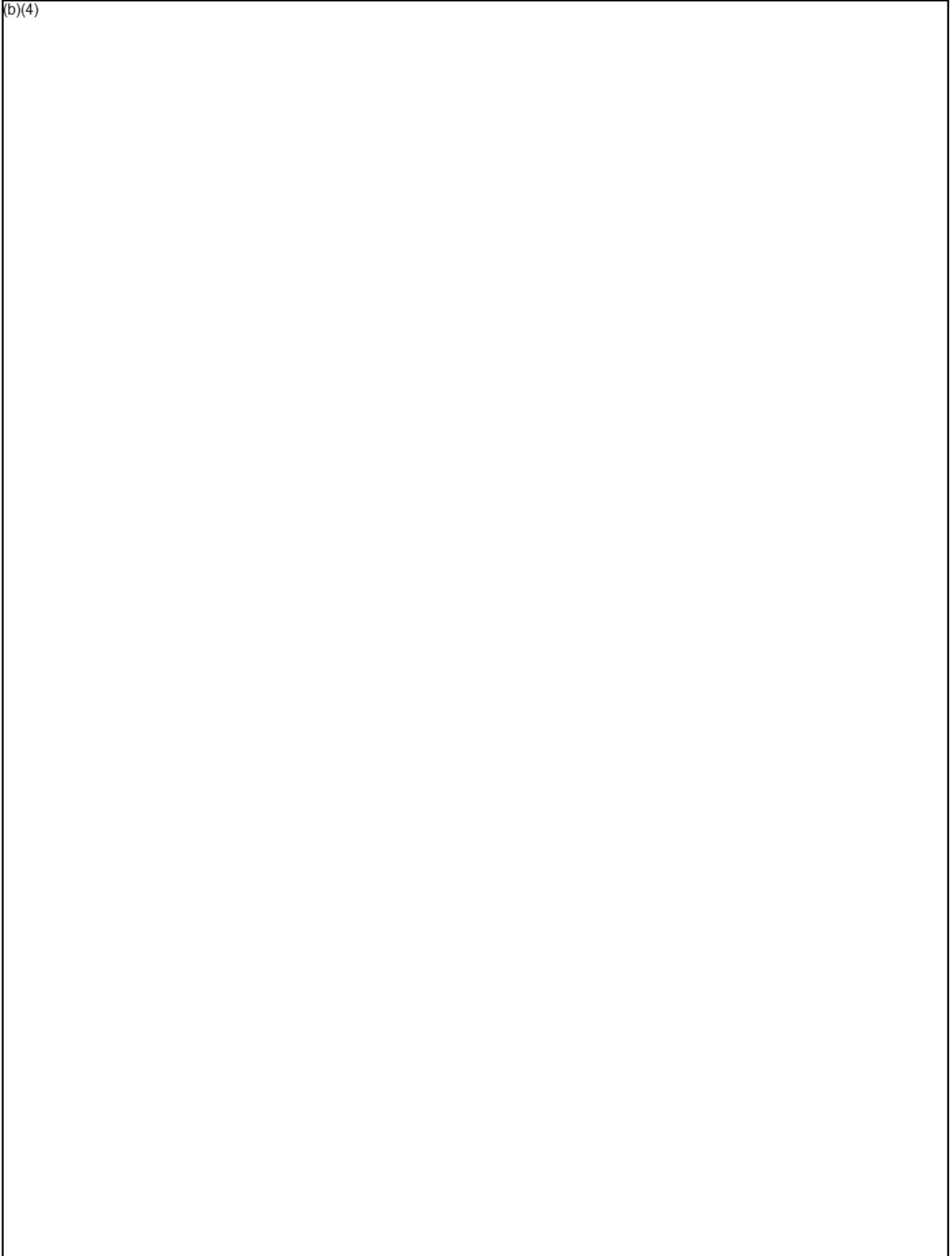
ID #	Format	Title [SELC Artifact title clarification]	Acceptance PWS Section	Date Due to COR/PM
1	MS Office; Searchable PDF	Project Management Plan (to include Risk Management Plan)	7.f.i	20 business days after effective start-work date
2	MS Project	Integrated master schedule	7.f.i	Bi-weekly
3	MS Project	Integrated master schedule updates	7.f.i	TBD at CA
4	TBD at CA	System requirements [System Requirements Document]	7.f.i	TBD at CA
5	TBD at CA	Requirements Traceability Matrix	7.f.i	TBD at CA
6	TBD at CA	Requirements Traceability Matrix	7.f.i	TBD at CA
7	TBD at CA	HART System architecture design [System Design Document]	7.f.i	TBD at CA
8	TBD at CA	HART System architecture design	Not used	TBD at CA
9	TBD at CA	Application design for each custom software component [System Design Document]	7.f.i	TBD at CA
10	TBD at CA	System testing infrastructure design	7.f.i	TBD at CA
11	TBD at CA	System production infrastructure design	7.f.i	TBD at CA
12	TBD at CA	Data architecture design for HART system identity and biometric image data storage [Data Architecture Package]	7.f.i	TBD at CA

ID #	Format	Title [SELC Artifact title clarification]	Acceptance PWS Section	Date Due to COR/PM
13	TBD at CA	Logical data store / data file designs necessary to implement the HART system data architecture [Logical Data Model]	7.f.i	TBD at CA
14	TBD at CA	Physical data store and data file designs necessary to implement the HART system data architecture [Data/Service Insertion Package]	7.f.i	TBD at CA
15	TBD at CA	Test system Bill of Materials	7.f.i	TBD at CA
16	TBD at CA	Production system Bill of Materials	7.f.i	TBD at CA
17	TBD at CA	Infrastructure equipment delivery to DHS Enterprise Data Centers	N/A	TBD at CA
18	Licenses / Software	Software licenses for each COTS, GOTS, or open-source application necessary to provision each test and production environment.	7.f.vi	TBD at CA
19	Licenses / Software	Software licenses for all data and data store management software required to implement the HART system data architecture	7.f.vi	TBD at CA
20	Licenses / Software	Licenses for all software tools used to design and document the HART system – minimum of five (5) licenses per tool.	7.f.vi	TBD at CA
21	Licenses and Software	Licenses for each development tool used to develop the HART system application – minimum of five (5) licenses per tool.	7.f.vi	TBD at CA
22	Licenses / Software	Licenses for all testing tools introduced by the Contractor minimum of five (5) licenses per tool.	7.f.vi	TBD at CA
23	Licenses / Software	Licenses for biometric examination and other software tools introduced into the BSC to accommodate the full population of examiners (i.e. 64 for fingerprint and 15 for face and iris)	7.f.vi	TBD at CA
24	TBD at CA	Data definition code in editable electronic format for each HART system data store and data file necessary to implement the HART system data architecture	7.f.ii	TBD at CA
25	TBD at CA	Source code in editable electronic format for all applications developed to integrate pre-existing applications into the HART and all stand-alone applications developed to fulfill requirements not addressed by pre-existing software	7.f.ii	TBD at CA
26	TBD at CA	Executable modules for those applications developed using compiled development languages or executable load module generating tools	7.f.viii	TBD at CA
27	TBD at CA	Software repository holding the developed HART application code	7.f.viii	TBD at CA
28	TBD at CA	Configuration parameters and configuration data stores or files for each COTS, GOTS, or open-source application	7.f.viii	TBD at CA
29	TBD at CA	IDENT to HART User Migration Plan	7.f.i	TBD at CA
30	TBD at CA	IDENT to HART Data Store Migration and Conversion Plan	7.f.i	TBD at CA
31	TBD at CA	All files and data stores holding the data used by the software tools used to design and document HART system	7.f.viii	TBD at CA
32	TBD at CA	HART biometric matcher interface specification	7.f.i	TBD at CA
33	TBD at CA	Test Plans for conducting each level of testing specified in the TEMP	7.f.i	TBD at CA
34	TBD at CA	Developmental Test Plan	7.f.i	TBD at CA
35	TBD at CA	Test cases for each level of testing specified in the TEMP	7.f.i	TBD at CA
36	TBD at CA	Test procedures for each test to be conducted	7.f.i	TBD at CA
37	TBD at CA	Test problem reports generated during each test	7.f.i	TBD at CA
38	TBD at CA	Regression test suites for use during testing	7.f.i	TBD at CA
39	TBD at CA	Summary reports summarizing each phase of testing	7.f.i	TBD at CA
40	TBD at CA	Procedures for system installation and configuration	7.f.i	TBD at CA

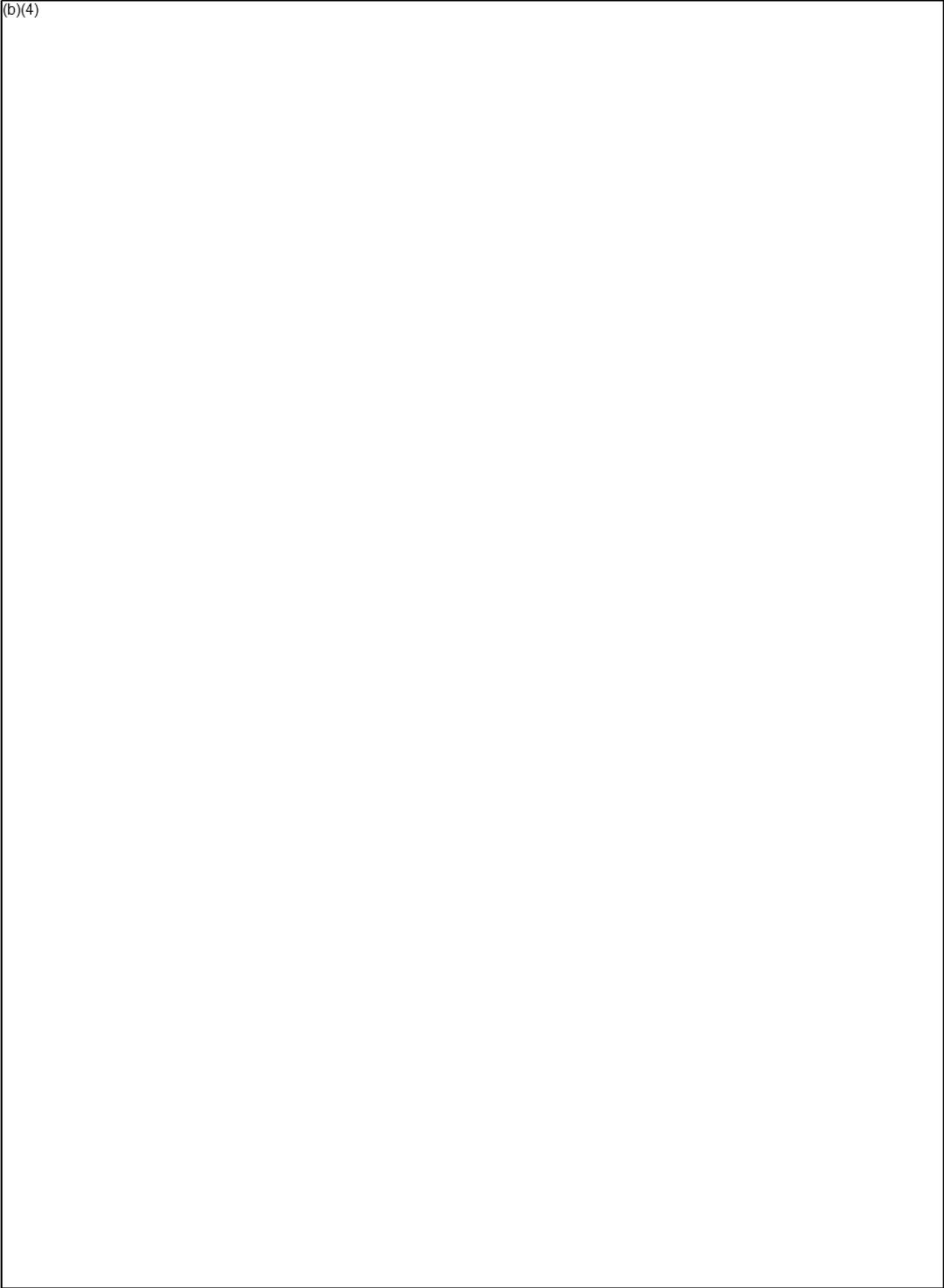
Performance Work Statement (PWS)

ID #	Format	Title [SELC Artifact title clarification]	Acceptance PWS Section	Date Due to COR/PM
41	TBD at CA	Procedures for system operation	7.f.i	TBD at CA
42	TBD at CA	Procedures for system application maintenance and enhancement	7.f.i	TBD at CA
43	TBD at CA	Procedures for help desk personnel providing telephone support for the system	7.f.i	TBD at CA
44	TBD at CA	Security Authorization Process and Security Accreditation documentation as required by the DHS Security Authorization Process Guide Version 11.1 consisting of:	7.f.i	TBD at CA
45	TBD at CA	- Security Plan	7.f.i	TBD at CA
46	TBD at CA	- Contingency Plan	7.f.i	TBD at CA
47	TBD at CA	- Contingency Plan Test Results	7.f.i	TBD at CA
48	TBD at CA	- Configuration Management Plan	7.f.i	TBD at CA
49	TBD at CA	- Security Assessment Plan	7.f.i	TBD at CA
50	TBD at CA	- Security Assessment Report	7.f.i	TBD at CA
51	TBD at CA	- Authorization to Operate Letter	7.f.i	TBD at CA
52	TBD at CA	- Plan(s) of Action and Milestones	7.f.i	TBD at CA
53	TBD at CA	- Interconnection Security Agreement(s)	7.f.i	TBD at CA
54	TBD at CA	Training documentation, manuals, and training presentations.	7.f.i	TBD at CA
55	TBD at CA	Training documentation, manuals, and training presentations.	7.f.i	TBD at CA
56	TBD at CA	Classroom training, as specified	7.f.vii	TBD at CA
57	TBD at CA	Self-service training, as specified	7.f.vii	TBD at CA
58	MS Project	Project schedules	7.f.i	TBD at CA
59	TBD at CA	IDENT IXM Specification, Version 6.1	7.f.i	TBD at CA
60	TBD at CA	IDENT IXM Specification, Version 6.2	7.f.i	TBD at CA
61	TBD at CA	Technical progress reports	7.f.i	TBD at CA
62	TBD at CA	Financial progress reports	7.f.i	TBD at CA
63	TBD at CA	Task order status reports	7.f.i	As directed by
64	TBD at CA	Transition Out Plan	7.f.i	Government
65	TBD at CA	Transition Out Training	7.f.vii	
66	TBD at CA	Deployment and site preparation plans for each test and production system installation [Deployment Plan]	7.f.i	TBD at CA
67	TBD at CA	SELC review presentations and required artifacts for each SELC gate review (required by the final HART SELC Tailoring Plan)	7.f.i, ix	TBD at CA
68	TBD at CA	Operations manuals	7.f.i	TBD at CA
69	TBD at CA	User manuals	7.f.i	TBD at CA
70	TBD at CA	Maintenance manuals	7.f.i	TBD at CA
71	TBD at CA	As-built designs of each test and production installation	7.f.i	TBD at CA
72	TBD at CA	Business continuity plans and updates	7.f.i	TBD at CA
73	TBD at CA	Disaster recovery plans and updates	7.f.i	TBD at CA
74	TBD at CA	Technology insertion packages for hardware or software to be added to the DHS Technical Reference Model (TRM)	7.f.i	TBD at CA
75	TBD at CA	End of contract Transition-Out Plan	7.f.i	TBD at CA
76	TBD at CA	End of Contract transition schedule	7.f.i	TBD at CA
77	TBD at CA	Monthly Asset Report	7.f.i	10th business day each month
78	TBD at CA	Annual Inventory Report	7.f.i	12 months after award date

(b)(4)



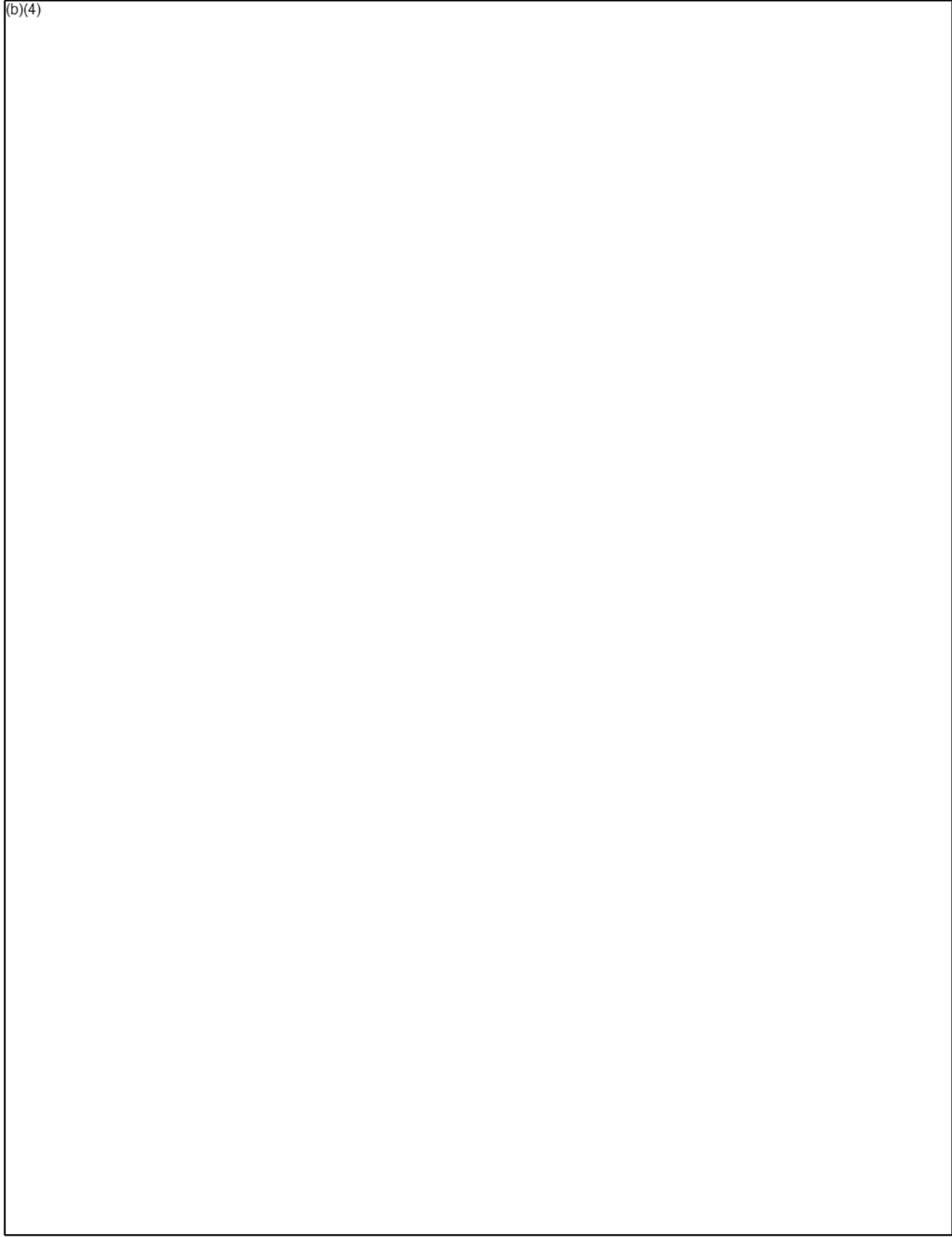
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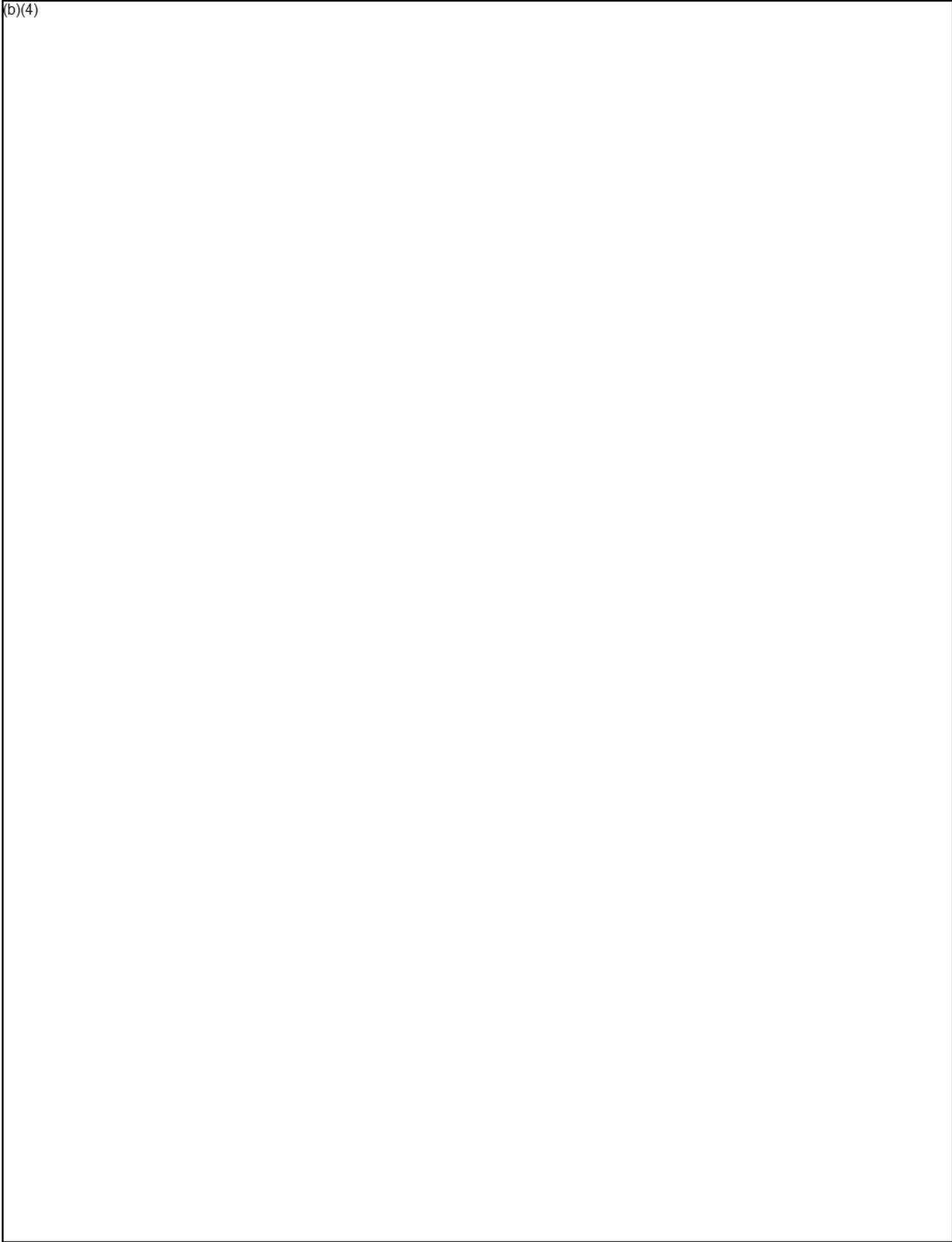
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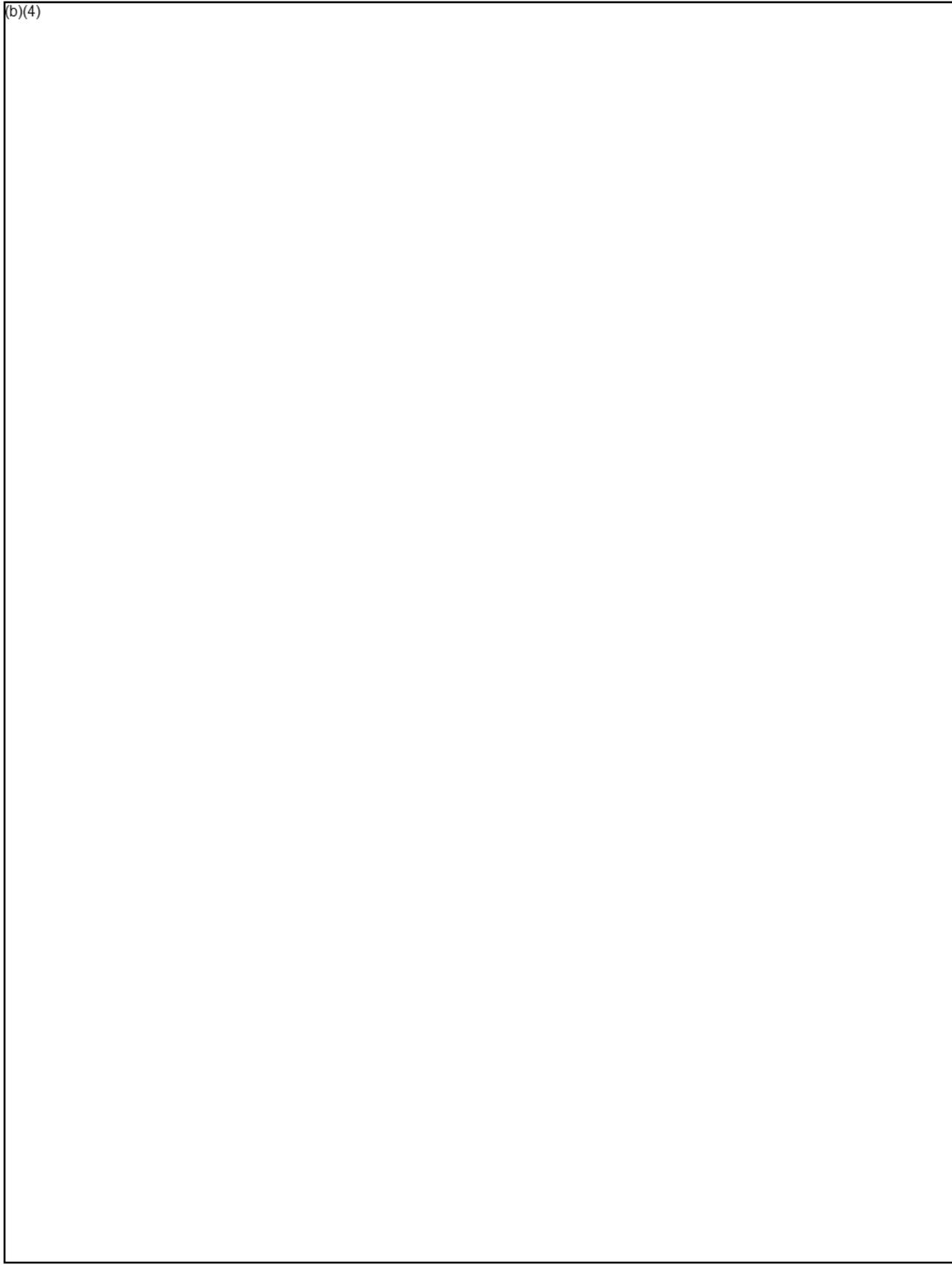
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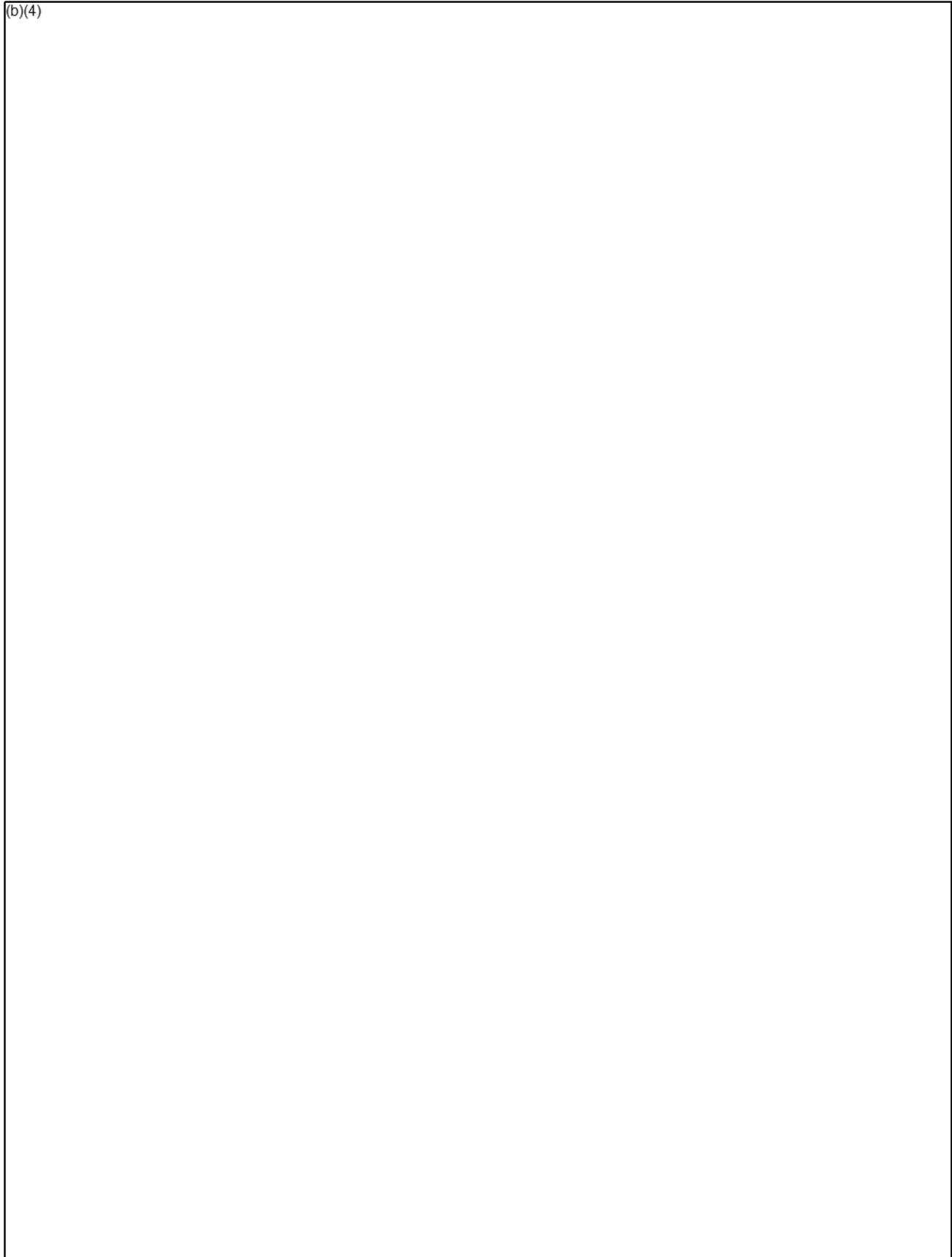
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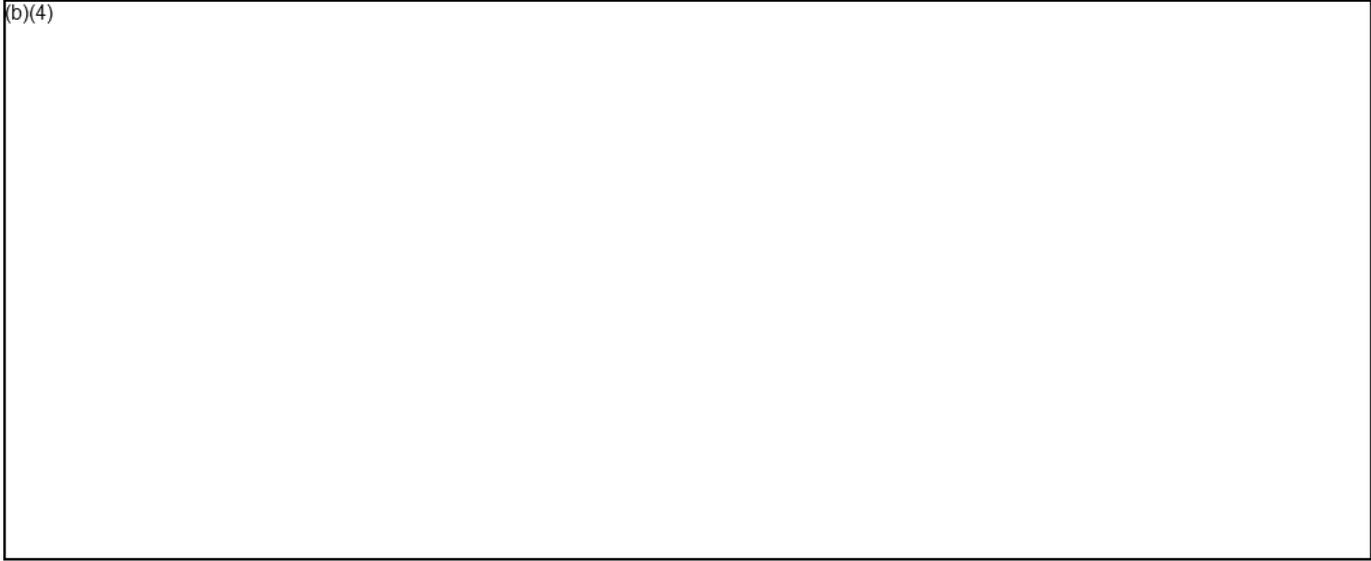
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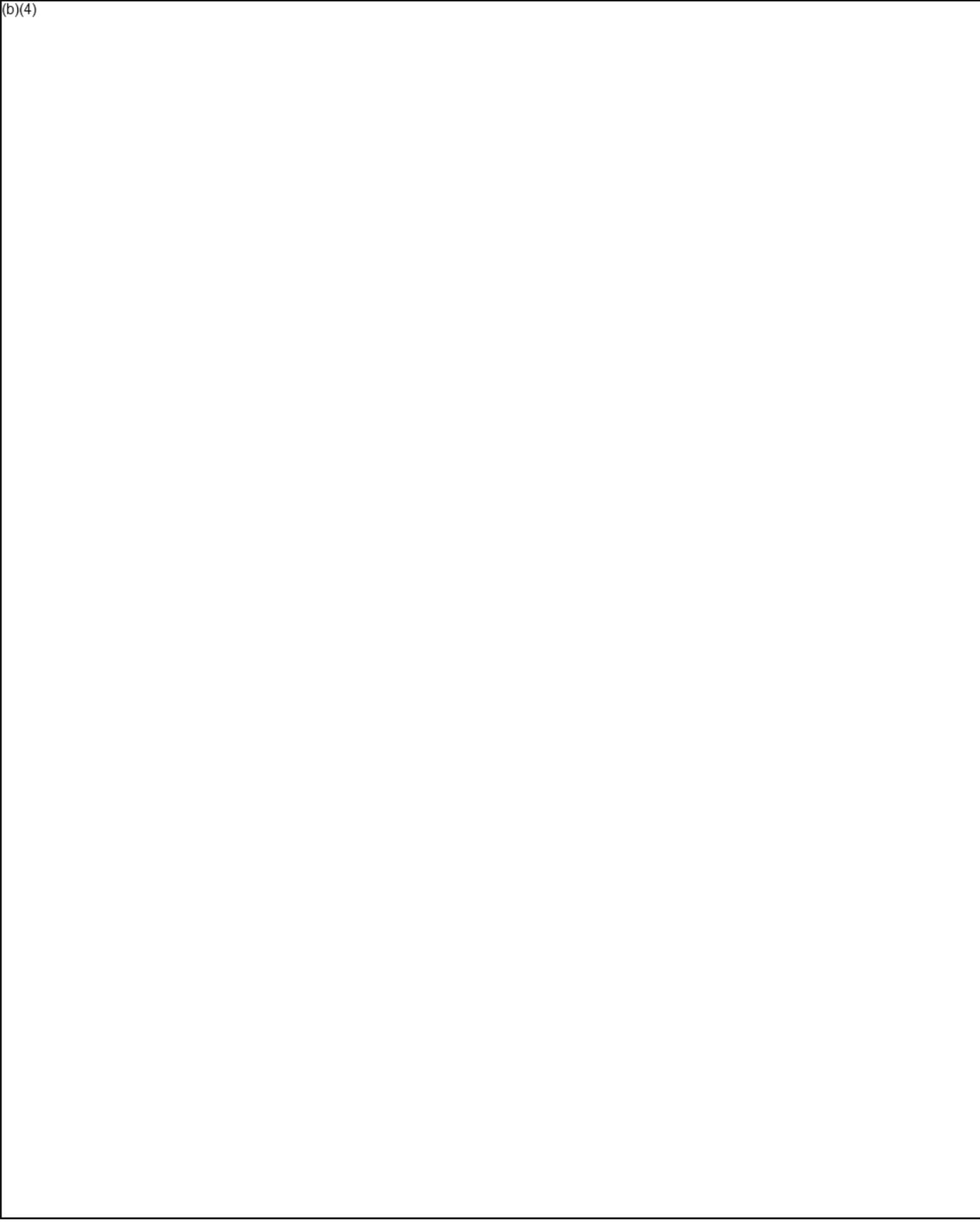
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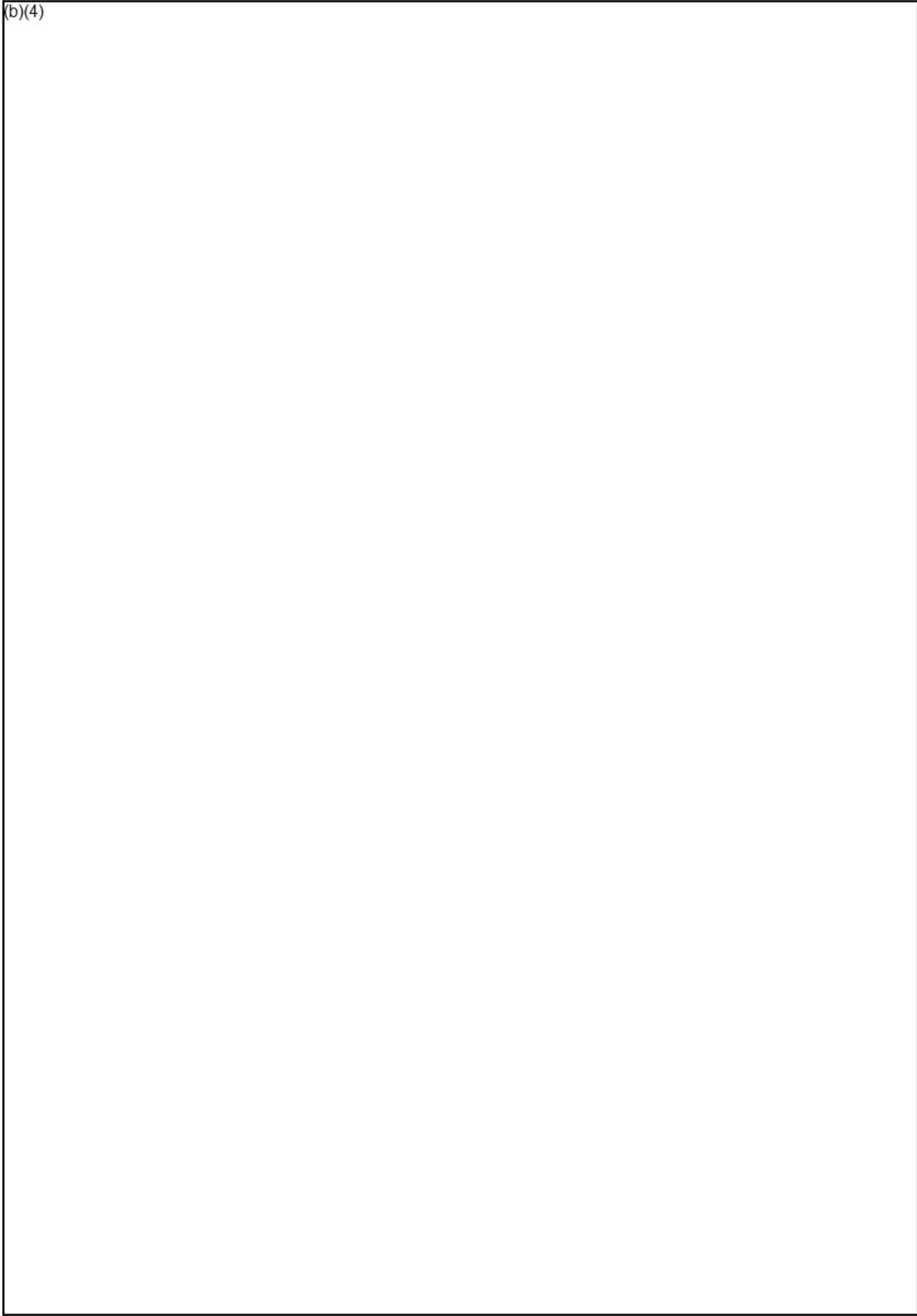
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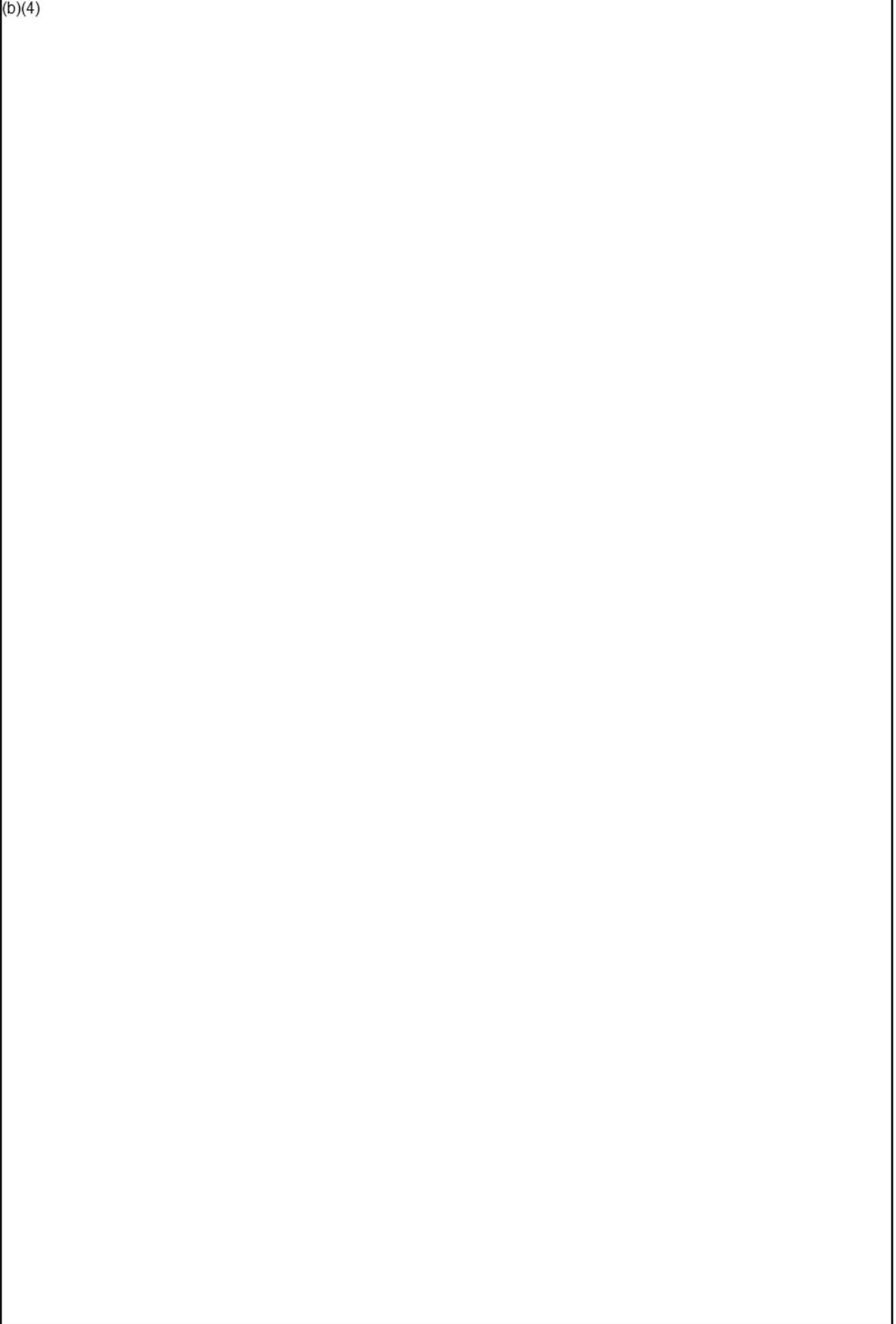
(b)(4)



(b)(4)



(b)(4)



Performance Measure	Threshold	Objective	Source
<p><u>USCIS Verification Mismatch Full Gallery Response.</u> HART shall have a verification and response time for USCIS field office verifications of less than or equal to 10 minutes, for mismatches with Biometric Support Center (BSC) review with full gallery search and response, with a threshold of greater than or equal to 95% of all requests and an objective of greater than or equal to 98% of all requests.</p>	(b)(4)		
<p><u>USCIS Enrollment Search and Response.</u> HART shall have a search and response time for USCIS application support center enrollments of less than or equal to 24 hours with a threshold of greater than or equal to 95% of all requests and an objective of greater than or equal to 98% of all requests.</p>	(b)(4)		
<p><u>CBP Biometric Exit Response.</u> HART shall have a response time for CBP Biometric Exit Verification (1:1 requests) of less than or equal to 3 seconds with a threshold of greater than or equal to 95% of all requests and an objective of greater than or equal to 98% of all requests.</p>	(b)(4)		
<p><u>Fingerprint Verification Accuracy.</u> HART shall support a threshold and objective of greater than or equal to 99.5% Target or True Acceptance Rate (TAR) at less than or equal to 0.008% False Acceptance Rate (FAR) for fingerprint verification accuracy (1:1 comparisons).</p>	(b)(4)		
<p><u>Biometric Transactions Referred to BSC.</u> HART shall support a less than or equal to 0.6% threshold and less than or equal to 0.5% objective for biometric Identification (1:N) transactions sent to BSC (“gray-area hit”) for fingerprint evaluation.</p>	(b)(4)		

Performance Measure	Threshold	Objective	Source
<p><u>Simultaneous Biometric Modalities Matched.</u> HART shall support a threshold of two and an objective of three simultaneously matched biometric modalities during multimodal fusion.</p>	(b)(4)		
<p><u>Fingerprint Identification Accuracy.</u> HART shall support a threshold and objective of greater than or equal to 99.5% TAR at less than or equal to 0.008% FAR for fingerprint identification accuracy (1:N comparisons) of match subsystem.</p>	(b)(4)		
<p><u>Face Verification Accuracy.</u> HART shall support a threshold and objective of greater than or equal to 95% TAR at less than or equal to 0.1% FAR for face verification accuracy (1:1 comparisons) of match subsystem. This requirement applies to identities and/or face images that OBIM determines to be of sufficient quality for matching. OBIM will consider input and analysis from the vendor when determining what is to be measured as matchable.</p>	(b)(4)		
<p><u>Iris Identification Accuracy.</u> HART shall support a threshold and objective of greater than or equal to 98% TAR at less than or equal to 0.0080% FAR for iris (dual) identification accuracy (one-to-many comparisons) of match subsystem.</p>	(b)(4)		
<p><u>Iris Verification Accuracy.</u> HART shall support a threshold and objective of greater than or equal to 98% TAR at less than or equal to 0.01% FAR for iris (dual) identification accuracy (one-to-many comparisons) of match subsystem.</p>	(b)(4)		

Performance Measure	Threshold	Objective	Source
<i>Fusion Accuracy.</i> HART shall support a threshold and objective of greater than or equal to 99.9% TAR at less than or equal to 0.008% FAR for fusion accuracy of match subsystem. ¹	(b)(4)		
<p>* Response times are measured from the time OBIM systems receive an in-bound request to the time OBIM systems make an out-bound response available to the requesting system.</p> <p>** Key Performance Parameter (KPP) – <i>HART Operational Requirements Document (ORD)</i>, Table 25, Key Performance Parameters.</p> <p>*** Measures of Performance (MOP) – <i>HART Operational Requirements Document (ORD)</i>, Table 9, Measures of Performance.</p>			

(b)(4)

(b)(4)



(b)(4)



Table 6. Projected Matching Gallery Cumulative Enrollments

Projected Gallery Enrollments (in Millions)			
Year	Fingerprint ⁶	Face	Iris (Pairs)
2016	(b)(4)	(b)(4)	(b)(4)
2017			
2018			
2019			
2020			
2021			
2022			

(b)(4)

Table 7. Iris and Face Identification Transaction Projections

Projected Iris and Face Identification (1:N) Transactions (in Thousands)				
Year	Face Daily	Iris Daily	Face Annual	Iris Annual
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)

(b)(4)

(b)(4)

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

Projected Annual Transaction Rates (in Millions)				
Transaction Type:	Identify	Verify	Pre-Verify	Retrieve Identity
(b)(4)	(b)(4)			

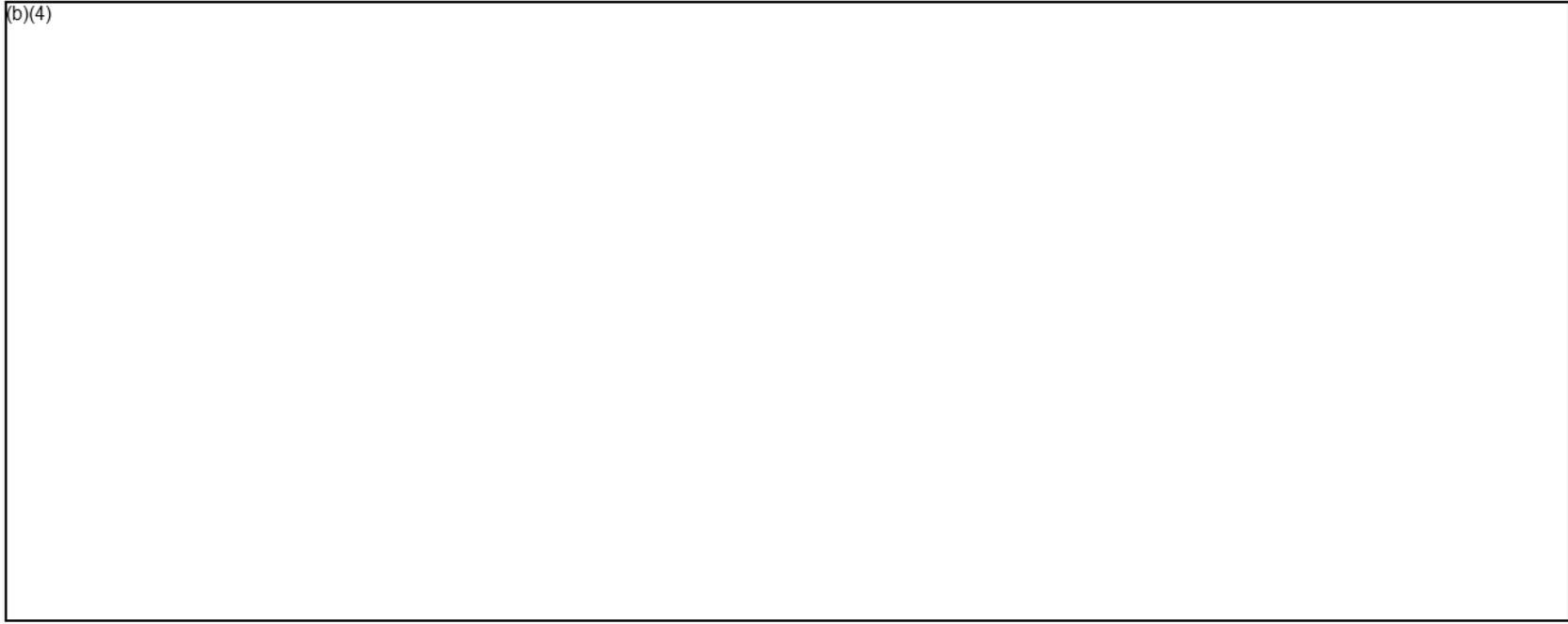
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(b)(4)

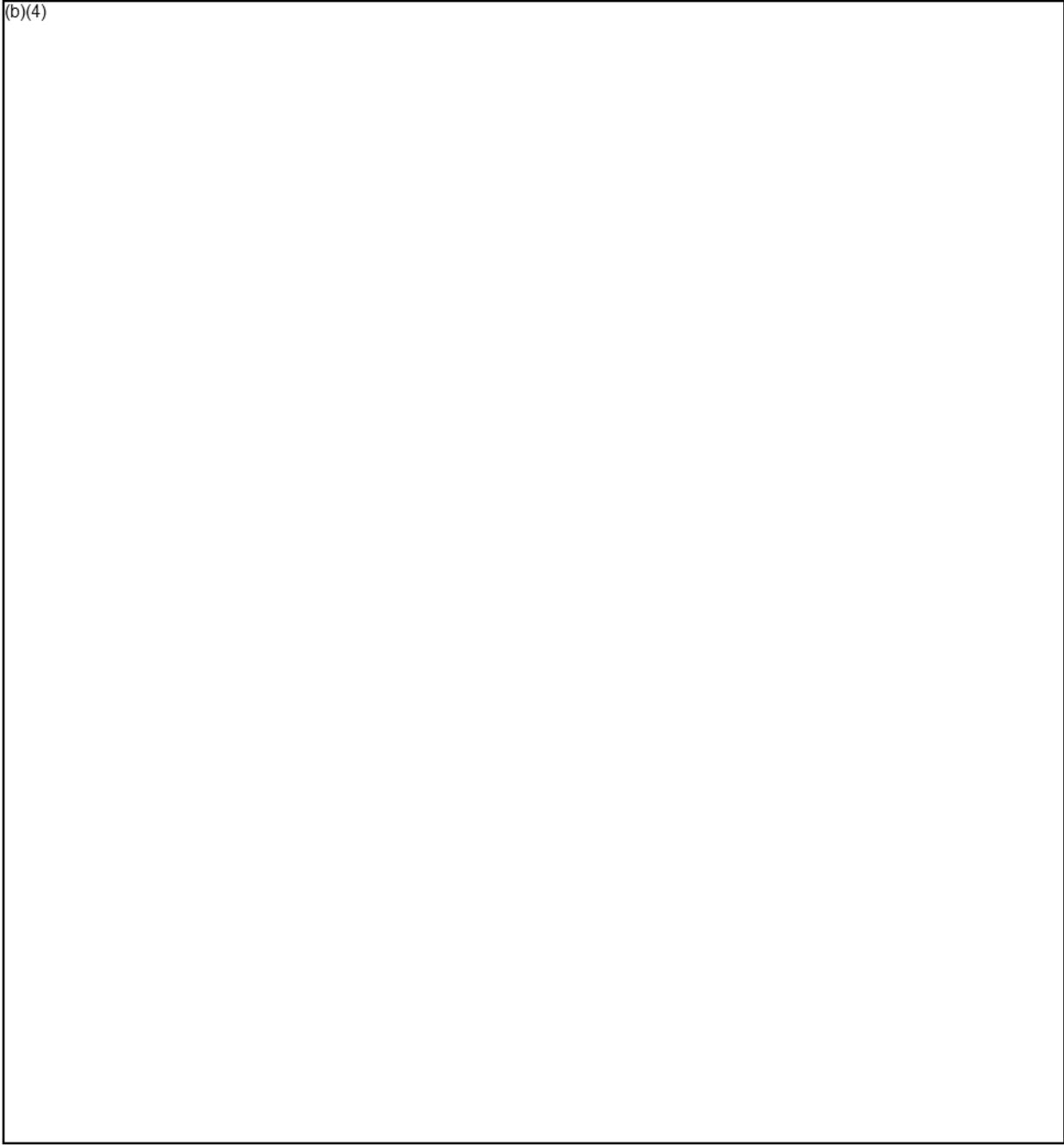
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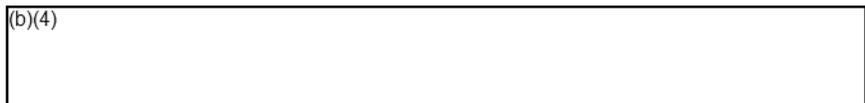
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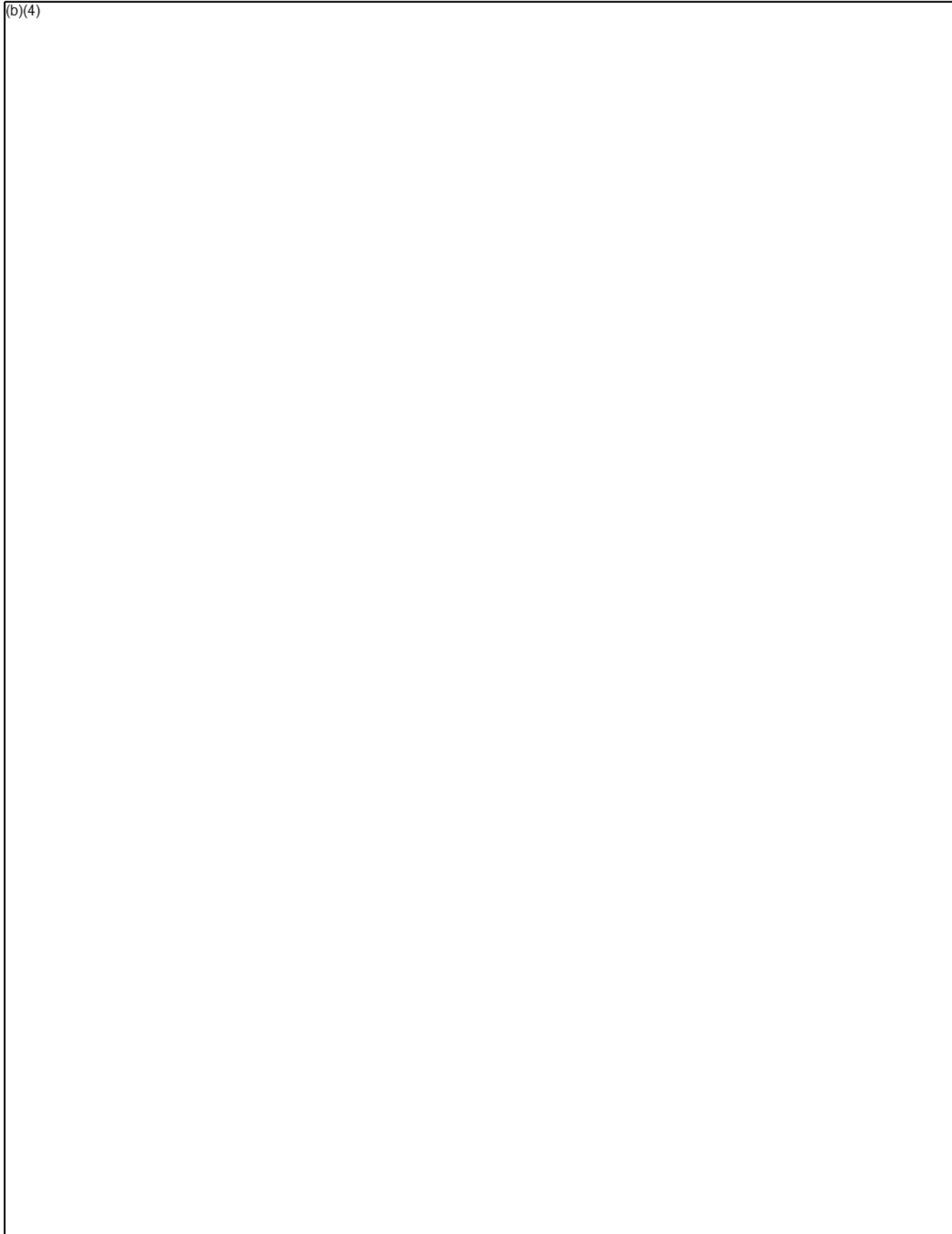
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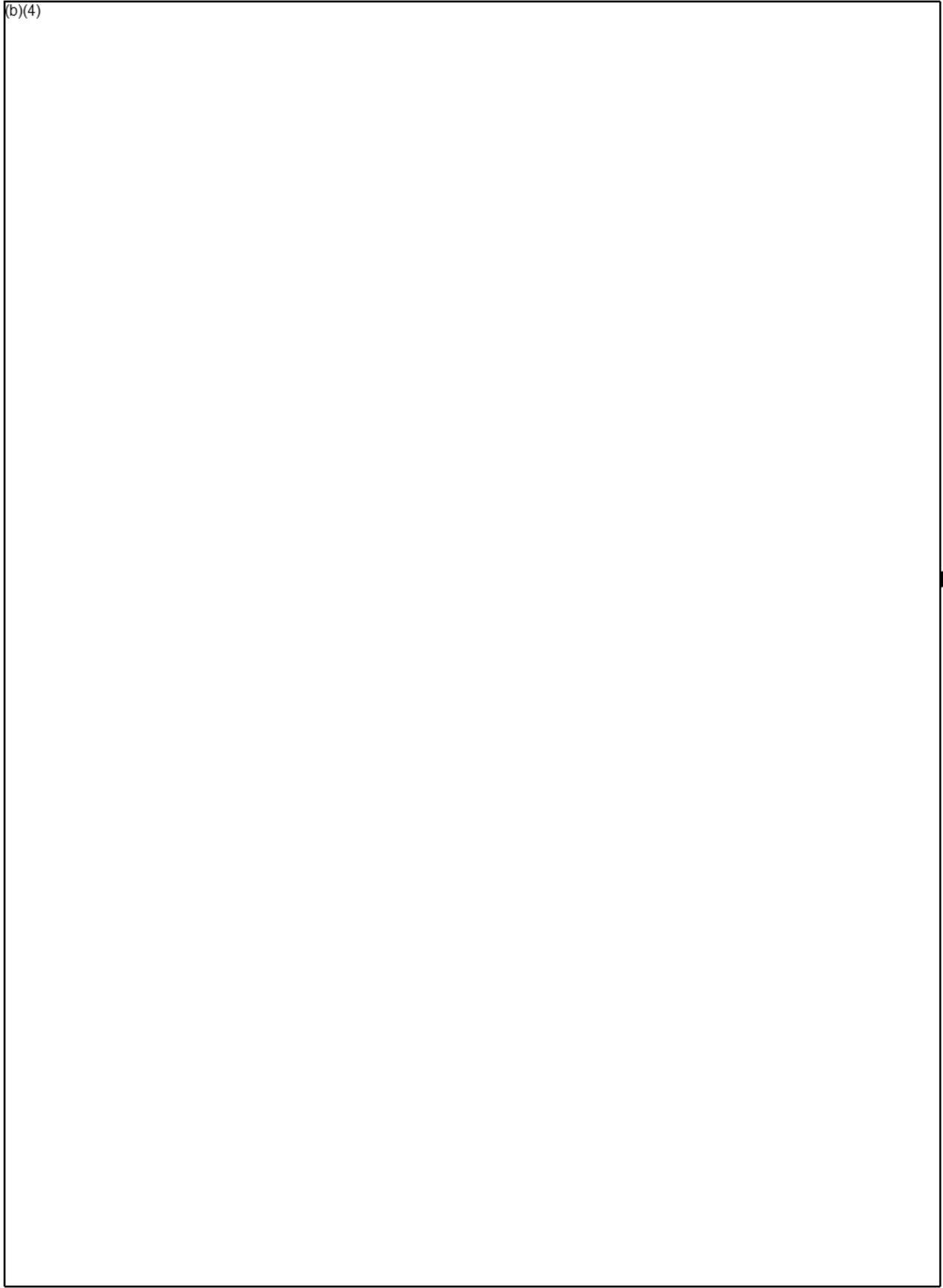
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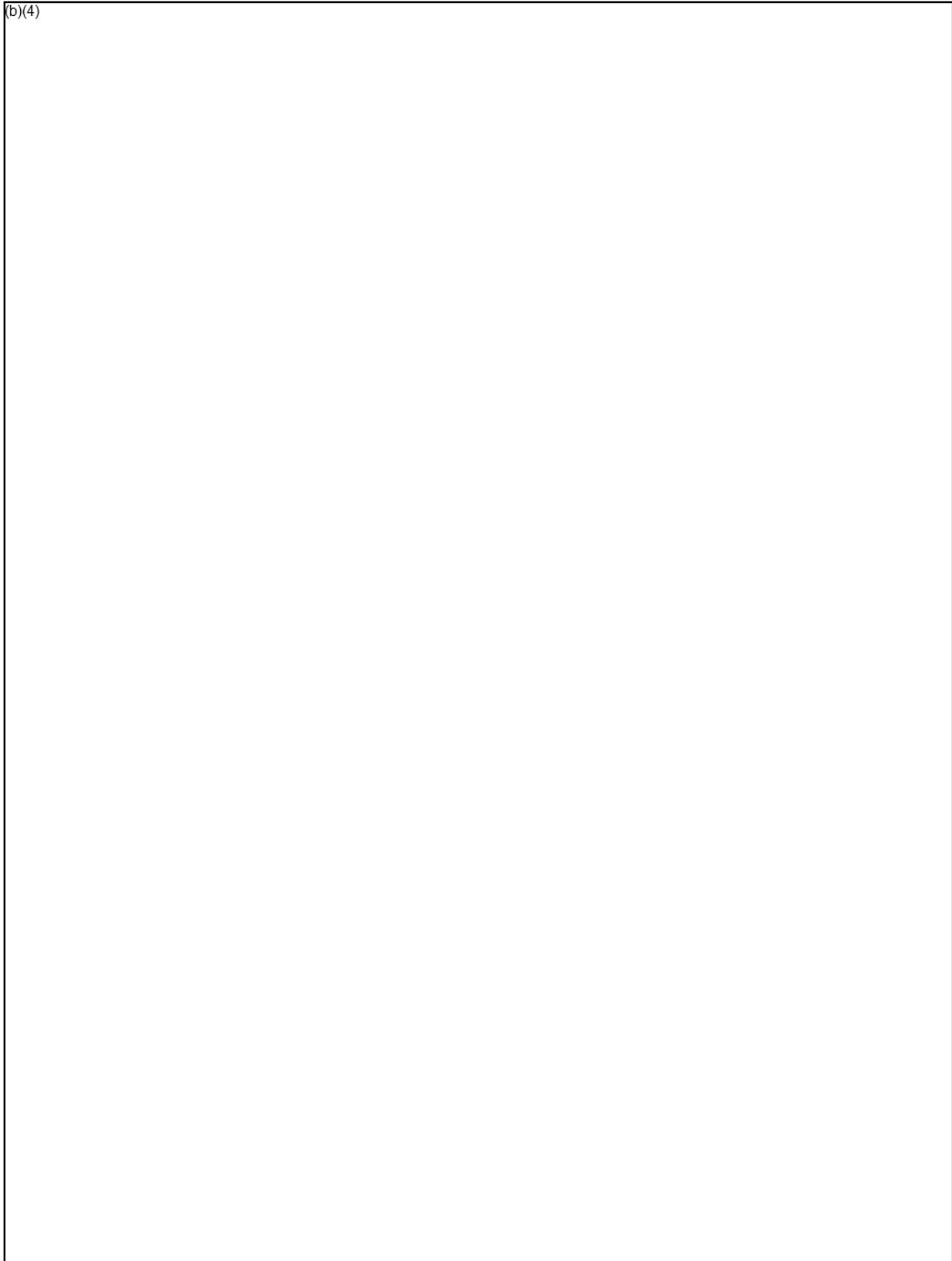
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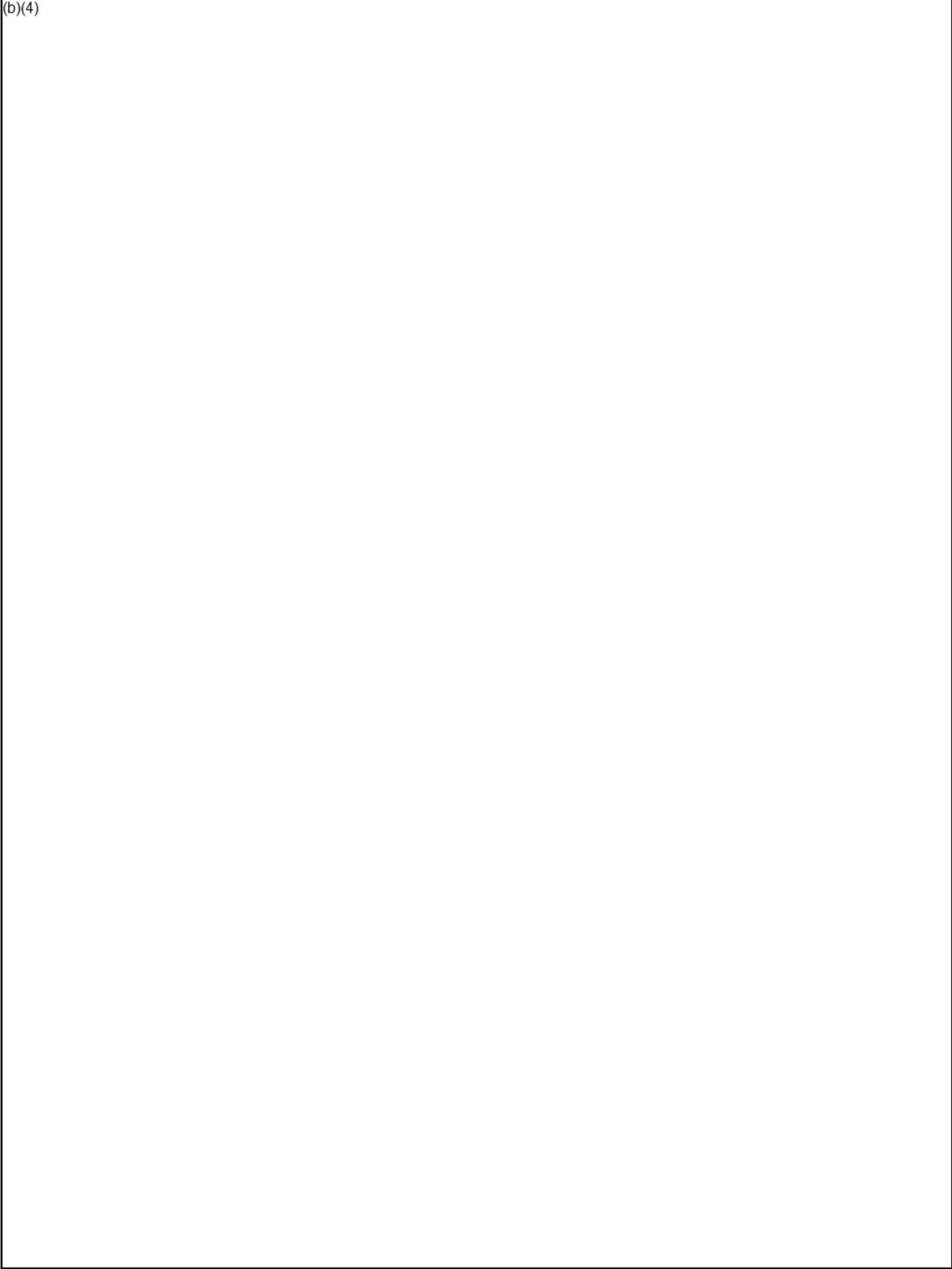
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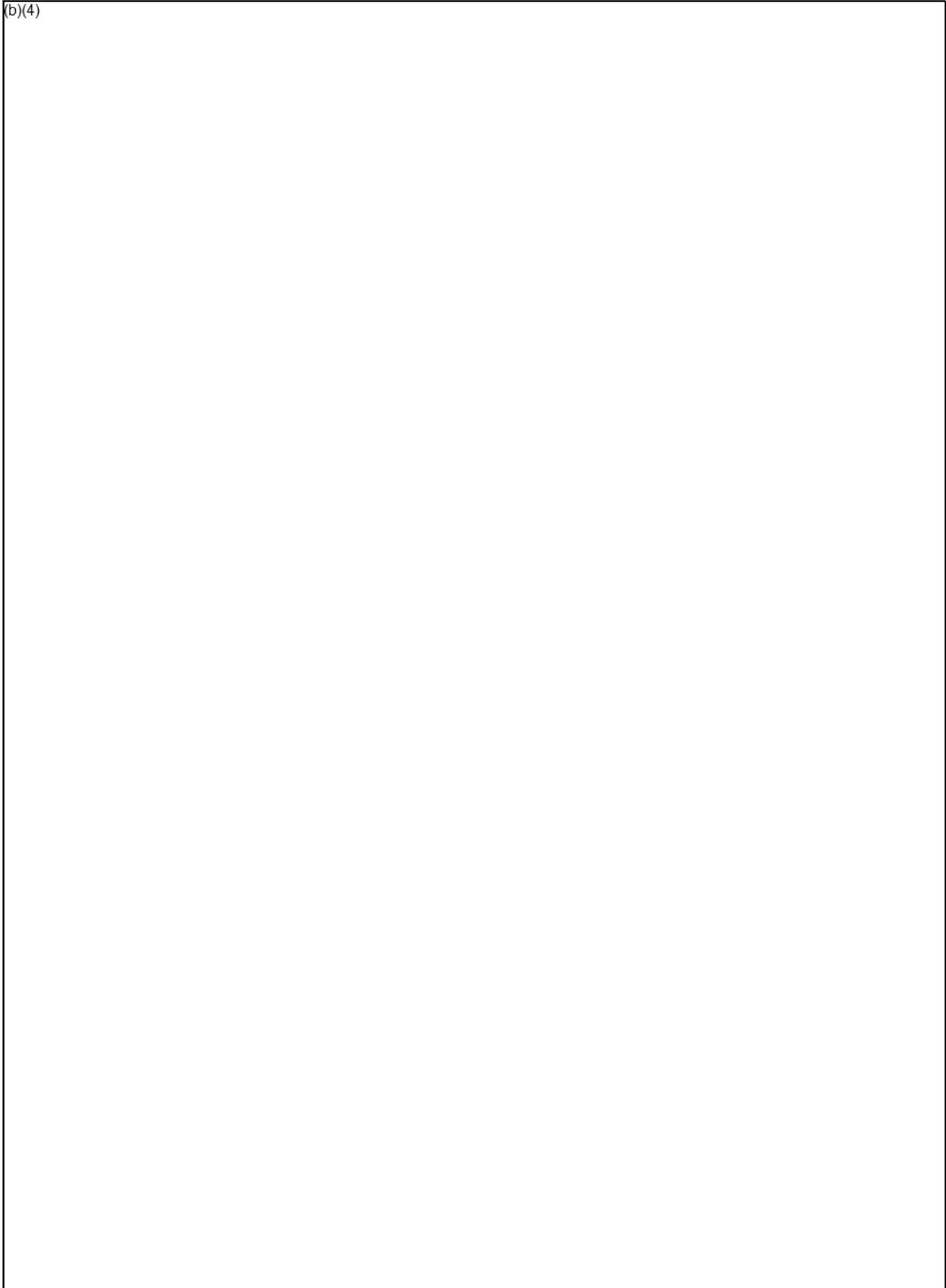
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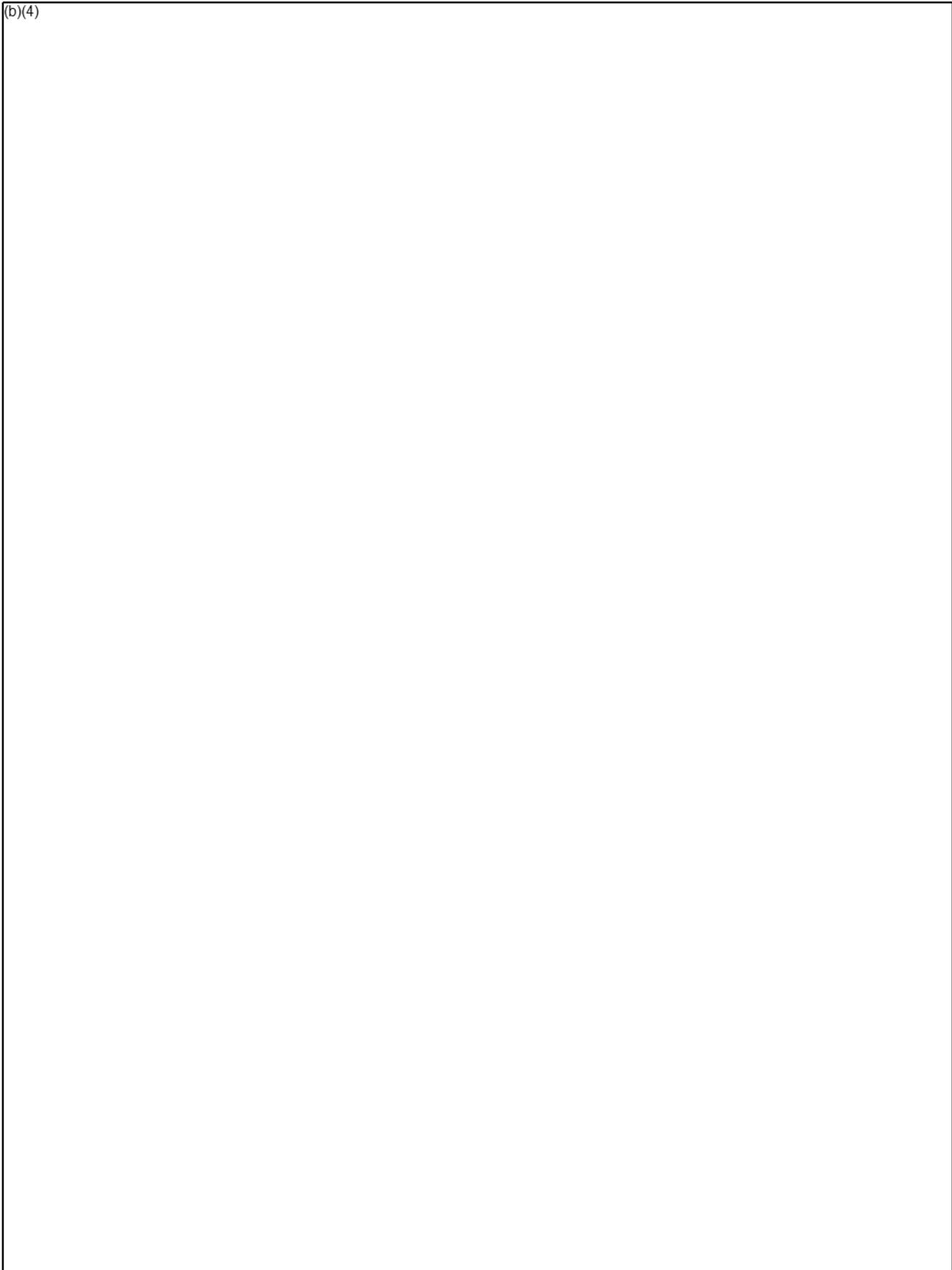
(b)(4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)



Baseline Performance Objectives, as amended through 06/26/2017 under RFP-16-R-00080, are incorporated by reference

PART 3. SPECIAL CONTRACT REQUIREMENTS

3.1 Organizational Conflict of Interest Notice

(a) Offerors should be aware that they may be deemed ineligible to participate in this acquisition by reason of an organizational conflict of interest (OCI) (see FAR 9.5, Organizational and Consultant Conflicts of Interest). Offerors should carefully examine and comply with HSAR 3052.209-72, Organizational Conflict of Interest, found in Section 4 of this solicitation. An offeror's eligibility or ineligibility to participate in the current acquisition is determined by the contracting officer.

(b) Offerors should be aware that the type of work required by this acquisition may give rise to an OCI that may restrict the offeror's ability to compete for follow-on work. These types of OCI do not generally lend themselves to successful mitigation (see FAR 9.5, Organizational and Consultant Conflicts of Interest). Offerors should carefully examine and comply with HSAR 3052.209 73, Limitation of Future Contracting, found in Section 4 of this solicitation. An offeror's eligibility or ineligibility to participate in a future acquisition is determined by the contracting officer.

3.2 Contract Incentives (Fixed Price Incentives – Award Fee)

Incentives (award-fee) under this task order are designed to promote efficiency and quality performance in the execution of the work to be delivered and performed. The basis for the incentives is some element of superior cost, schedule and performance. The incentive percentage under this task order is a maximum (b)(4) of the negotiated fixed price on each of the key CLINs referenced below. The contractor, when exceeding the stated criteria in the contract as specified, has the opportunity to receive a maximum of (b)(4) above the negotiated CLIN price for each of the referenced CLINs. The fixed price award fee CLINs are as follows:

CLIN 0001 Phase I, Increment 1, Core Biometric Management System (*Award Fee maximum under CLIN 0001A*)
CLIN 0008 Post IOC Customer Migration (*Award Fee maximum is (b)(4) under CLIN 0008*)

Incentives are applicable only on the above referenced CLINs and are not applicable to any other task order CLIN. The contractor will be assessed and paid, as applicable, after the final completion of each increment (i.e., after the final delivery and acceptance of CLINs 0001 and 0008). There is no incentive attached to the Hardware/Software CLIN for Increments 1, which is CPFF.

NOTE: The award-fee amount and the award-fee determination methodology are unilateral decisions made solely at the discretion of the Government.

3.2.1 Incentive Increases/Decreases during Performance

Increases or decreases in the total maximum incentive fee available under the task order may result from changes to the requirement during performance which result in an increase or decrease in the total price under the affected key CLINs referenced in the above paragraph. However, such incentive fee increases or decreases shall be limited to additions or deletions of work formally directed or accepted by the Government in writing that exceed or vary from the original scope negotiated at the time of award. Not applicable for incentive adjustment are changes limited to Government caused delays (see 3.2.2 below for time adjustments). Any incentive increase or decrease shall be accompanied by a formally signed modification by the Contracting Officer and reflect a within scope change in the work originally planned at the time of award.

3.2.2 Adjustments for Time (Schedule)

Two types of time adjustments are envisioned under this task order. They are adjustments resulting from the addition of work scope under the task order and Government caused delays. The contractor shall not be negatively impacted in incentive determinations based on *schedule* in either of these situations. Any schedule change shall be incorporated in the task order by a formal modification. In the event of Government caused delays, compensation to the contractor, if appropriate, is limited to an equitable adjustment for proven costs incurred. Such an increase in CLIN price shall not result in any adjustment to the maximum incentive fee attainable.

3.2.3 Basis for Incentive Fee Payment

Incentive fees are payable only on the CLINS identified as (FPAF) in the payment schedule and shall not exceed (b)(4) of the negotiated price for successfully meeting the related CLIN requirement objectives. Incentive fee is based on predetermined achievement goals in schedule and/or performance that exceed selected objectives set in the Baseline Performance Objectives and defined in Attachment 7.2, Award-Fee Plan.

3.3 Travel

The Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area (National Capital Region) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations (**no local travel will be reimbursed under this task order**). All travel shall be requested in advance and be approved by the COR in writing prior to the travel dates. No travel is authorized unless sufficient funds for travel are available on the contract. Travel is reimbursable at cost. Payment of fees or other charges is not applicable to travel. Travel shall be in accordance with FAR 31.205-46.

3.4 Purchasing Hardware and Software under the Task Order (CPFF)

The Contractor shall submit requests for hardware/software purchases for Government review and written approval prior to the purchase. For changes to a previously approved Government Bill of Materials (BOM), the Contractor shall provide written notification including a rational basis for the change in hardware/software simultaneously to the COR and Contracting Officer at least seven days prior to the intended purchase. In addition, notifications shall include a list of the required equipment to be purchased and the corresponding deleted items, if appropriate, with estimated costs and quantities for each new and substituted item. Changes to HW/SW on the approved BOM resulting in no additional costs to the Government (i.e., substitutions or deletions of items of equal or less value) may be approved by the COR after proper technical vetting of the proposed change by the Government. Changes or additions to HW/SW on the approved BOM resulting in increased net costs of the BOM estimate require written approval by the Contracting Officer after proper technical vetting of the proposed change by the Government. Purchasing hardware/software in advance of proper written Government approval of the purchase may result in non-payment of the Contractor's invoice for those purchases. All purchases of material under this contract shall be in accordance with a Government approved Purchasing system.

The Contractor is required to track all changes to the BOM and shall provide written notification of all changes in a clear, logical, and legible format to the COR and the Contracting Officer.

Payment for hardware and software will be made incrementally based on delivery and Government acceptance of completed deliverables in accordance with the delivery schedule.

The Fixed Fee for all hardware/software purchases under this task order shall not exceed the lesser of (b)(4) of estimated HW/SW costs for each increment or (b)(4)

3.5 As-Builts and Hardware/Software Inventory

Within 30 days after the completion by the Contractor and acceptance by the Government of each Increment, the contractor shall deliver to the COR, a hard and electronic copy of the system "as-built" drawings and a complete inventory list of all hardware and software delivered to the Government. In addition, the Contractor shall amend and update such drawings and inventory lists to record and capture any changes or corrections, as necessary, during the life of the task order.

3.6 Exercise of Phase II/Increment 2

Phase IIa, Increment 2, Production-Scaled Multimodal Modality Matching and Fusion is one of two parts of Phase II of the HART system development under the task order and will not be funded at the time of award (subject to the availability of funds in accordance with FAR 52.232.-18) and is dependent on the Government's acceptance

and approval of the Systems Engineering Life Cycle (SELC) Critical Design Review. Phase IIB, Increment 2, Data Warehouse is an Optional CLIN and will be exercised at the sole discretion of the Government.

3.7 Government as Co-Licensee

Any software license proposed or issued by the Contractor in the performance of this contract shall include the Government as a co-licensee and provision the license for substitution of a successor contractor. To accomplish this, some negotiation by the contractor of the commercial terms may be required prior to Government acceptance of the software. To facilitate the process of license acceptance, the contractor shall provide written notification and a copy of the commercial license to the Contracting Officer as soon as practicable for Government review and comment prior to the purchase of the license. Any additional costs resulting from the contractor's failure to notify the Government of potentially unacceptable software licensing terms in a timely manner shall be borne by the contractor.

3.8 Substitution of Software

The Government may, in its sole discretion, provide as Government Furnished Software the same software proposed by the Contractor in place of software that would otherwise be provided under license to the Contractor.

3.9 No Private Use of Data First Produced

Pursuant to subparagraph (d)(2) of the Rights in Data-General clause of this task order, the contractor may not use any data first produced in the performance of this task order for any purpose other than the performance of this task order without the prior, written permission of the Contracting Officer.

3.10 Contractor Identification

Contractor employees shall identify themselves as contractors along with their company name at/in all meetings/functions/e-mails related to performance under this contract.

3.11 Integrated Master Schedule

The Contractor shall develop and submit a complete and comprehensive integrated master schedule (IMS) that incorporates all projects, activities, and milestones necessary for the design, development and implementation of HART Increment 1, Increment 2, and optional tasks. Activities include, but are not limited to, major acquisition decision events, systems engineering lifecycle reviews, test events, security, training, etc. The IMS shall provide for regular delivery of configuration items, utilizing an iterative approach, to satisfy the requirements contained in the BPO. The schedule shall conform to the best practices set forth in the GAO Schedule Assessment Guide (GAO-16-89G) and to the structure of the HART work breakdown and CLIN structures set forth in this contract. The Contractor shall submit this comprehensive schedule and all schedule updates during the course of contract execution to the Government in an electronic format mutually agreed upon with the Government.

The initial IMS submission shall be required not later than 20 business days following contract award. All anticipated changes to the schedule baseline shall be communicated to the Contracting Officer's Representative (COR) within three (3) business days. This notification shall include identified impact factors and potential recovery mechanisms. The contractor shall perform schedule risk assessments on the integrated technical and business schedules for all detailed schedules. The government will perform schedule integration within the OBIM Schedules. The contractor shall attend weekly Integrated Project Team (IPT) meetings to identify schedule risks and all known and anticipated schedule variances, to include any potential impacts to the schedule baseline.

3.12 Software Deliverables for Use under Government Contracts or Interagency Agreements

Definitions.

- a. "Open Source Software" for the purpose of this statement of work means computer software that is

made generally available under a copyright license in which the user is granted the rights to use, copy, modify, prepare derivative works and distribute, in source code or other format, the software, in original or modified form and derivative works thereof without remuneration of any kind.

b. "Server" means a computer system designed to provide the capability of use by multiple users. A server may be the combined operation of hardware and software or software only. This contract [interagency agreement] either requires the contractor to first produce computer software or the first production of computer software will be integral to the performance of the contract.

1. Design of Computer Software. The Contractor will design the computer software under the following bases:

a. Computer Language. The Contractor shall design and produce the software using one of the following languages: Java, C#, JavaScript, Python, Ruby or Go. If the Contractor recommends the use of any other language, it may request the permission of the Contracting Officer.

b. Open Source Software Components. To the extent that the Contractor intends to incorporate open source content into the computer software, it may use open source content subject to an open source license that either requires only acknowledgement of the source or the source and a disclaimer of liability. Prior to incorporating open source content subject to any other license conditions, the Contractor must request and receive the prior written approval of the Contracting Officer.

c. Commercial or Proprietary Software Components. The Contractor shall not incorporate into the computer software content that is subject to either commercial or proprietary license conditions without the prior approval of the Contracting Officer.

d. Server Compatibility. To the extent that the computer software is to be designed for loading on a server, the Contractor shall design the computer software to be operated on at least one of the following server operating systems: Linux (Kernel version 4+), Microsoft Windows (version 2012+ for server software, version 10+ for client software), or Unix-based operating systems (e.g., AIX).

2. Computer Software Deliverables. Upon conclusion of contract performance and at any times specified by the contract during contract performance, the Contractor shall provide the following deliverables associated with that computer software.

a. Operable Source Code. The Contractor shall deliver at the conclusion of contract performance one computer disc containing the complete, compilable, and operable source code in the DHS approved language.

b. Executable Code. The Contractor will deliver at the conclusion of contract performance one computer disc containing the complete and operable executable code.

c. Software Documentation. The Contractor shall create and deliver software documentation, containing any programmer notes and describing the software, its operation, its organization, and any significant characteristics of its design so that a computer programmer skilled in the art of programming according to the approved language may operate, maintain, update, modify, and perform all operations necessary to perpetuate the utility of the computer software.

d. Description of Third Party Licenses Used. To the extent that the Contractor has included in the computer software either DHS approved open source content or software content subject to proprietary licenses, the Contractor shall provide each of those licenses and incorporate those licenses in a text file in the discs delivered.

3. Independence of Cloud Based Software. The Contractor must insure that cloud based software is capable of running on non-Contractor based servers. Any cloud based software must be capable of running on equivalent DHS or third party servers. This attribute must be an aspect of the software's underling design.

4. Interoperability of Related Data. Data derived from the created software must be capable of being transferred to other software in a machine legible format with a minimal level of outside intervention when consistent with standard industry practice. This attribute must be part of the software's underlying design. The Contractor shall not develop software or use COTS that store OBIM business data using methods and/or data structures that are wholly proprietary or that otherwise would require OBIM to exert undue effort or expense to extract/re-use its own data.

5. Testing of Software.

- (1) *Software Testing Required.* Any software created under interagency agreement or contract prior to delivery must undergo software testing. Software testing must be conducted using industry standard tools.
- (2) *Timing of Software Testing.* Software testing should occur once executable software has been created.
- (3) *Software Testing Requirements.* Software testing should determine the following:
 - (a) That the software is capable of serving the purpose of its creation and meets the requirements.
 - (b) That the software is stable and performs correctly to all inputted information.
 - (c) The software is usable and performs its functions within a time frame appropriate for the nature of the operation.
- (4) *Installation Testing.* Installation testing that identifies what will be necessary for a user to install and successfully run the software will be required prior to delivery.

3.13 Invoicing Instructions

A. 52.232-1 Payments. In addition to invoice preparation as required by the FAR, the Contractor's invoice shall include the following information:

- 1) Cover sheet identifying DHS;
- 2) Task Order Number;
- 3) Modification Number, if any;
- 4) DUNS Number;
- 5) TINS Number; and
- 6) Month services provided or date deliverables completed
- 7) Contract Line Item Number (CLIN) for each billed item.

B. The contractor shall submit an electronic copy to email address: nppdinvoice.consolidation@dhs.gov.

C. Simultaneously provide an electronic copy of the invoice to the following individuals at the addresses below:

Robert Degnan, Contracting Officer
Robert.Degnan@hq.dhs.gov; 202-447-5576

Abe Jacob, Contracting Officer Representative
Abe.Jacob@ice.dhs.gov; 202-295-0787

The contractor shall submit invoices to the email address above. Additionally, the contractor shall prepare and submit a sufficient and procurement regulatory compliant invoice and receiving report for technical certification of inspection/acceptance of services and approval for payment. The contractor shall attach back up information to the invoices and receiving reports substantiating all costs for services performed. The receiving agency's written or electronic acceptance by the COR and date of acceptance shall be included as part of the backup documentation.

Payment for Increments 1 and 2 shall be based on the delivery to, and acceptance by the Government of product deliverables in accordance with task order schedule. Deliverables rejected by the Government for non-performance or deficiencies shall be corrected by the contractor at no additional cost to the Government prior to payment for

that deliverable. Final payment for each Increment shall be withheld until a determination of acceptance can be made by the Government based on a fully operational system meeting all Performance Work Statement (PWS) requirements, as tested and verified by a qualified independent party chosen by the Government.

3.14 Performance and Acceptance Criteria

The following criteria will serve as the basis to evaluate the contractor on providing timely and high quality performance during execution of the contract. The criteria are broken into the following performance based elements: Code Quality and SELC Deliverable Quality. Each performance element is independent and evaluated throughout contract execution.

Element 1: Code Quality

Application of the code quality analysis tools shall be performed by the contractor using CAST AIP or equivalent static or dynamic code analysis tools. Code quality analysis tools, their configurations, rule settings, or other tool operational parameters will be available for review, verification. And validation by the Government or its representative, and the tool settings used shall be subject to configuration management. All code quality analysis tools results shall be made available to designated government representatives. The code quality tools shall comply with software industry rules, standards, and best practices. Deviations from the rules shall be logged as critical violation and posted to the tool's dashboard portal.

Element 2: Deliverable Quality

The government will evaluate the quality of the contract deliverables to ensure documentation quality. The contractor shall be responsible for ensuring the timeliness, quality, and completeness of each documentation deliverable. Criteria that will be used to evaluate the documentation will result in three major categories of comments: Critical Issues, Important Clarifications, and Editorial Recommendations. All critical issues and important clarifications must be addressed with the final submission.

3.15 Security of Deliverables and Information

All document deliverables of the contractor shall remain categorized as, and shall be clearly labeled as "For Official Use Only". The release of any portion of the deliverable beyond contractor personnel working on the contract with a need to know the information contained therein to perform under this contract must be authorized in writing by the Government.

In accordance with DHS 4300A, email transmissions of all official correspondence specifically For Official Use Only (FOUO) or Sensitive PII classifications being sent/received outside of DHS domains will be protected by encryption or transmitted within secure communications systems (e.g., government email). For added security, when transmitting FOUO/SPII over a regular email channel, the information will be included as a password protected attachment with the password provided under separate cover. FOUO designated information shall not be sent to personal email accounts. Email containing FOUO will contain (U) in the subject line and CLASSIFICATION: UNCLASSIFIED//FOUO Caveats: None or Law Enforcement Sensitive at the beginning and end of email body. Where the sensitivity of the information material warrants additional access and dissemination restrictions, the originator may cite a WARNING: This email contains FOR OFFICIAL USE ONLY (FOUO) OR PRIVACY DATA. It may contain information exempt from public release under the Freedom of Information Act (5 U.S.C. 552). The information contained herein must be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO/PII information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official. The contractor is responsible for practicing sound operations security (OPSEC) and ensuring other personnel have a valid "need to know". Digital Signature or Other Electronic Signature Methods shall be used whenever practical, except where handwritten signatures are required by law, regulation, Executive Order, or other agency requirement. Digital Signature or Other Electronic Signature Methods, when properly executed, shall be accepted to the maximum extent practicable.

3.16 Company Information Review/ Acquisition Risk

During the period of performance of the contract, the Contractor is under a continuing obligation to ensure that all responses to the acquisition risk questions remain complete, accurate, and up-to-date. The Contractor shall promptly notify and submit updated responses to the CO when any change in circumstances of the Contractor or subcontractors warrants a change in the Contractor's or subcontractor's responses to the acquisition risk questions. In addition, the Contractor is under a continuing obligation to promptly disclose to the CO any proposed additional or replacement subcontractors. Failure to comply with these continuing obligations may be grounds for termination for default under the termination clause of this contract.

The government reserves the right to prohibit individuals who are not U.S. citizens from performing services or delivering goods under this contract.

PART 4. AND CONTRACT CLAUSES

All clauses within the basic IDIQ are incorporated in this order.

4.1. CLAUSES INCORPORATED BY REFERENCE

FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
FAR 52.216-7	Allowable Cost and Payment (JUN 2013)
FAR 52.216-8	Fixed Fee (JUN 2011)
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
FAR 52.227-9	Refund of Royalties (APR 1984)
FAR 52.227-16	Additional Data Requirements (JUN 1987)
FAR 52.232-1	Payments (APR 1984)
FAR 52.232-18	Availability of Funds (APR 1984)
FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
FAR 52.237-3	Continuity of Services (JAN 1991)
FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)
FAR 52.243-1	Changes – Fixed Price (AUG 1987) and Alt 1 (APR 1984)
FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987)
FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEPT 2000)
FAR 52.245-1	Government Property (APR 2012)
FAR 52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
FAR 52.246-6	Inspection – Time and Material and Labor Hour (MAY 2001)
FAR 52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
FAR 52.249-8	Default (Fixed Price Supply and Service (APR 1984)
HSAR 3052.219.70	Small Business Subcontracting Plan Reporting (JUN 2006)
HSAR 3052.242-72	Contracting Officer’s Technical Representative (DEC 2003)

4.2. CLAUSES INCORPORATED BY FULL TEXT

The following two Option clauses are applicable to Post Deployment Support Services periods only.

FAR 52.217-8, Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *10 days* prior to the end of the contract period.

FAR 52.217-9, Option to Extend the Term of the contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the end of the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *30 days* before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *24 months* after deployment of Increment 1.

The following clause will apply to all data first produced in the performance of the contract and to any devices that originate in the performance of the contract.

FAR 52.227-1, Authorization and Consent (DEC 2007)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent—

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

The following clause will apply to any data, devices, or equipment that are not first produced in the performance of the contract in the form that they existed at the time of award of the task order.

FAR 52.227-3, Patent Indemnity (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is

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afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—

- (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
- (2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
- (3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

FAR 52.227-14, Rights in Data -- General (MAY 2014), Alternate II (DEC 2007) and Alternate III (DEC 2007) (DEVIATION)

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

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) *Means*

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

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“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have—

(i) Unlimited rights in:

(A) Data first produced in the performance of this contract;

(B) Form, fit, and function data delivered under this contract;

(C) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;

(D) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause; and

(ii) The right to limit the Contractor’s assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

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(c) *Copyright*—

(1) *Data first produced in the performance of this contract.*

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(iii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).

(iv) When authorized to assert copyright to the data, for data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract

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which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the

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Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or
- (ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract ____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *[Agencies may list additional purposes as set forth in 27.404(c)(1) or if none, so state.]*

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.
- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.
- (iv) Emergency repair or overhaul work.

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(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part. (4)

(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

**Restricted Rights Notice (Dec
2007)**

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use in or with the computer(s) for which it was acquired, including use at any Government installation to which such computer(s) may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

The following has been identified by the Contractor as proposed data qualifying as limited rights data or restricted computer software:

Technical Data Or Computer Software to Be Furnished with Restriction	Basis of Assertion	Asserted Rights Category	Name of Person Asserting Restriction
(b)(4)	Developed at Private Expense	Restricted Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Limited Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Restricted Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Limited Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Restricted Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Limited Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Restricted Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Limited Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Restricted Rights	Northrop Grumman Systems Corporation
	Developed at Private Expense	Limited Rights	Northrop Grumman Systems Corporation

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(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	Lakota Software Solutions, Inc
(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	Lakota Software Solutions, Inc
(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	Lakota Software Solutions, Inc
(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	Lakota Software Solutions, Inc
(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	Lakota Software Solutions, Inc
(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	Cogent
(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	NEC
(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	NEC
(b)(4)	Exclusively Developed at Private Expense	Restricted Rights	NEC

FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)

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

HSAR 3052.204-71, Contractor Employee Access (SEP 2012)

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any

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supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

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

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

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

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

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

HSAR 3052.209-70, Prohibition on Contracts with Corporate Expatriates (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

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Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

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

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

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

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

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

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

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

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

HSAR 3052.209-73, Limitation on Future Contracting (JUN 2006)

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

(b) The nature of this conflict is that: (1) The contractor may gain access to non-public Government information that would provide an unfair competitive advantage under a future acquisition, or (2) The contractor may gain an unfair competitive advantage because it developed or established the ground rules for a future acquisition.

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

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

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

HSAR 3052.215-70, Key Personnel or Facilities (DEC 2003) *(Applicable to Post Deployment Periods 1 and 2)*

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: *TBD 60 days prior to start of Post Deployment Period 1*

HSAR 3052.216-71, Determination of Award-Fee (SEP 2012)

- (a) The Government shall evaluate contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.
- (b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.
- (c) The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within 10 business days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

HSAR 3052.216-72, Performance Evaluation Plan (DEC 2003)

- (a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor 21 business days prior to the start of the first evaluation period.
- (b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.
- (c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 21 calendar days prior to the start of the evaluation period to which the change will apply.

HSAR 3052.216-73, Distribution of Award-Fee (DEC 2003)

- (a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period: Phase I/Increment 1 and Post IOC Customer Migration

Available Award Fee:

For CLIN 0001 - Core Biometric Management System (under CLIN 0001A): (b)(4)

For CLIN 0008 – Post IOC Migration: (b)(4)

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(b) Payment of the award fee shall be made, provided that after payment of 85 percent of the potential award fee, the Government may withhold further payment of the award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment will be made by issuing a contract modification.

HSAR Deviation 15-01, Information Technology Security and Privacy Training (MAR 2015)

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

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty

(30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

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

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award.

Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

HSAR Deviation 15-01, Safeguarding Sensitive Information (MAR 2015)

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

(b) *Definitions*. As used in this clause—

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

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

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the

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conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

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

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

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

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

- DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- DHS Sensitive Systems Policy Directive 4300A
- DHS 4300A Sensitive Systems Handbook and Attachments
- DHS Security Authorization Process Guide
- DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- DHS Information Security Performance Plan (current fiscal year)
- DHS Privacy Incident Handling Guidance
- Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

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

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- Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.
- The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.
- All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.
- The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

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

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA

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package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

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

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

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

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

(5) *Revocation of ATO*. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information.

These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

Task Order No. HSHQDC-17-J-00370
Part 4: Contract Clauses

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

(f) *Sensitive Information Incident Reporting Requirements.*

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

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

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

(g) *Sensitive Information Incident Response Requirements.*

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

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and

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Part 4: Contract Clauses

event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (xv) Inspections,
- (xvi) Investigations,
- (xvii) Forensic reviews, and
- (xviii) Data analyses and processing.

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

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

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

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (xix) A brief description of the incident;
 - (xx) A description of the types of PII and SPII involved;
 - (xxi) A statement as to whether the PII or SPII was encrypted or protected by other means;
 - (xxii) Steps individuals may take to protect themselves;
 - (xxiii) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
 - (xxiv) Information identifying who individuals may contact for additional information.
- (i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

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

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;

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

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

4.3. OTHER TERMS AND CONDITIONS

DHS Enterprise Architecture Compliance Terms and Conditions

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following HLS EA requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of Internet Protocol Version 6 (IPv6) to DRS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the US Government Version 6 (USGv6) Profile National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

DHS Geospatial Information System Terms and Conditions

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

- All data built to the GII, whether adopted or developed, shall be submitted to the government for review and insertion into the DHS Data Reference Model.
- All software built to the GII, whether adopted or developed, shall be submitted to the government for review and insertion into the DHS Technical Reference Model.

Accessibility Requirements (Section 508)

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public. All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

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

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

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

36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

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

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

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

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

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

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

Energy Star Standards

All hardware procured directly or in support of this action must meet applicable and appropriate EPEAT and ENERGY Star standards.

Government-Furnished Equipment (GFE), Government-Furnished Property (GFP) and Contractor Acquired Property (CAP)

If the proposed solution requires the use of GFP/GFE/CAP to be provided then the contractor shall maintain accounting and inventory documentation regarding the issuance of GFP/GFE/CAP to all program contractor employees or subcontractors in accordance with FAR Part 45, FAR 52.245-1 and FAR 52.245-9. Also the contractor shall be responsible in identifying, tracking, conducting 100% physical inventories and maintaining control of all Government-Furnished Property, Government-Furnished Equipment, and Contractor-Acquired Property (GFP/GFE/CAP) in its possession including subcontractors and that all physical inventory reporting and property reporting requirements are met. The contractor shall possess an established, government-approved property control system to identify every item providing complete, current, auditable records of all transactions.

The contractor shall coordinate and obtain OBIM Asset Management approval prior to transferring/moving any government property, including disposal or exchanges. The contractor shall provide a Monthly Property Management Report of all GFE/GFP/CAP on hand to the government as specified under the Deliverable table. Any specific documentation/information needed to complete this effort will be provided by the government at the time of award. The contractor shall perform an annual 100% physical inventory consisting of all GFE/GFP/CAP in the custody of the contractor on hand as specified in the deliverable table.

Property Inventory

Contractor will ensure personnel apply a DHS-supplied barcode to all property purchased for NPPD. Contractor must establish and maintain an accurate master inventory of all property purchase for NPPD under this [Contract/IAA].

Notification of Property Receipt

Contractor will confirm receipt of NPPD property purchased under this SOW with the assigned NPPD Accountable Property Officer within 5 business days of receipt.

Monthly Asset Management Report

Contractor will ensure personnel prepare a monthly Asset Management Report, which contains accurate information for all NPPD property located at their facility. At a minimum, this report must include:

- DHS Barcode
- Acquisition Date
- Acquisition Status
- Asset Condition
- Manufacturer Name
- Manufacturer Model
- Asset Description

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Part 4: Contract Clauses

- Serial Number
- Asset Cost
- Location

Invoice/Receipts

Contractor will ensure copies of all invoices/packing slips/receipts for property purchased for NPPD accompanies the Monthly Asset Management Report.

Company Information Review Provision

Due to the sensitive nature of the requirements in this solicitation, and the Counterintelligence efforts to support mitigation of the foreign intelligence threat to the Department's supply chain by obtaining a CIR, the Government intends to procure services or supplies from Contractors that are not a national security acquisition risk. The Government reserves the right to award a contract to an offeror that presents a level of acquisition risk, under appropriate arrangements, when the government determines that awarding such a contract is in the Government's interest.

Accordingly, all offerors responding to this solicitation are required to answer the acquisition risk questions located in PART 7, Attachment 7.8. All answers must reference the parent and subsidiary entities of the offeror. In addition, offerors are required to request, collect, and submit to the Government answers to Attachment 7.8 acquisition risk questions for all subcontractors performing services or supplying goods under the awarded contract. Offerors are responsible for the accuracy and completeness of each subcontractor's submission.

After award of the contract, during the period of performance the selected Contractor is under a continuing obligation to ensure that all responses to the acquisition risk questions remain complete, accurate, and up-to-date. The Contractor shall promptly notify and submit updated responses to the CO when any change in circumstances of the Contractor or subcontractors warrants a change in the Contractor's or subcontractor's responses to the acquisition risk questions. In addition, the selected Contractor is under a continuing obligation to promptly disclose to the CO any proposed additional or replacement subcontractors. Failure to comply with these continuing obligations may be grounds for termination for default under the termination clause of this contract.

The Government reserves the right to prohibit individuals who are not U.S. citizens from performing services or delivering goods under this contract.

Any Offeror who submits a proposal to this RFP acknowledges the Government's requirement for secure services or supplies and the need to assess the offeror's acquisition risk posture. The offeror understands and agrees that the Government retains the right to reject the offeror's proposal, if the Government determines that awarding a contract to that offeror presents an unacceptable risk to national security.

Additional Appendices

Appendix A – (b)(4) License Agreement (pages A-1 through A-7)

Appendix B – Addendum from Negotiation Items (pages B-1 through B-15)

Appendix C – Award Fee Plan (to be completed within 60 days of contract award and incorporated in task order by modification)

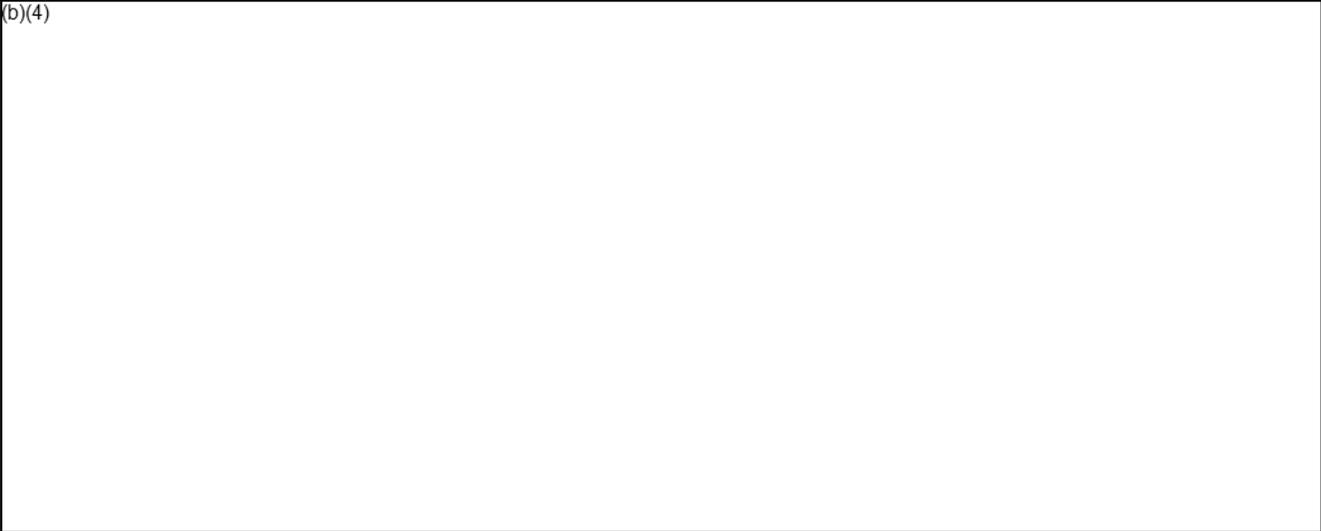
LICENSE AGREEMENT

(b)(4)

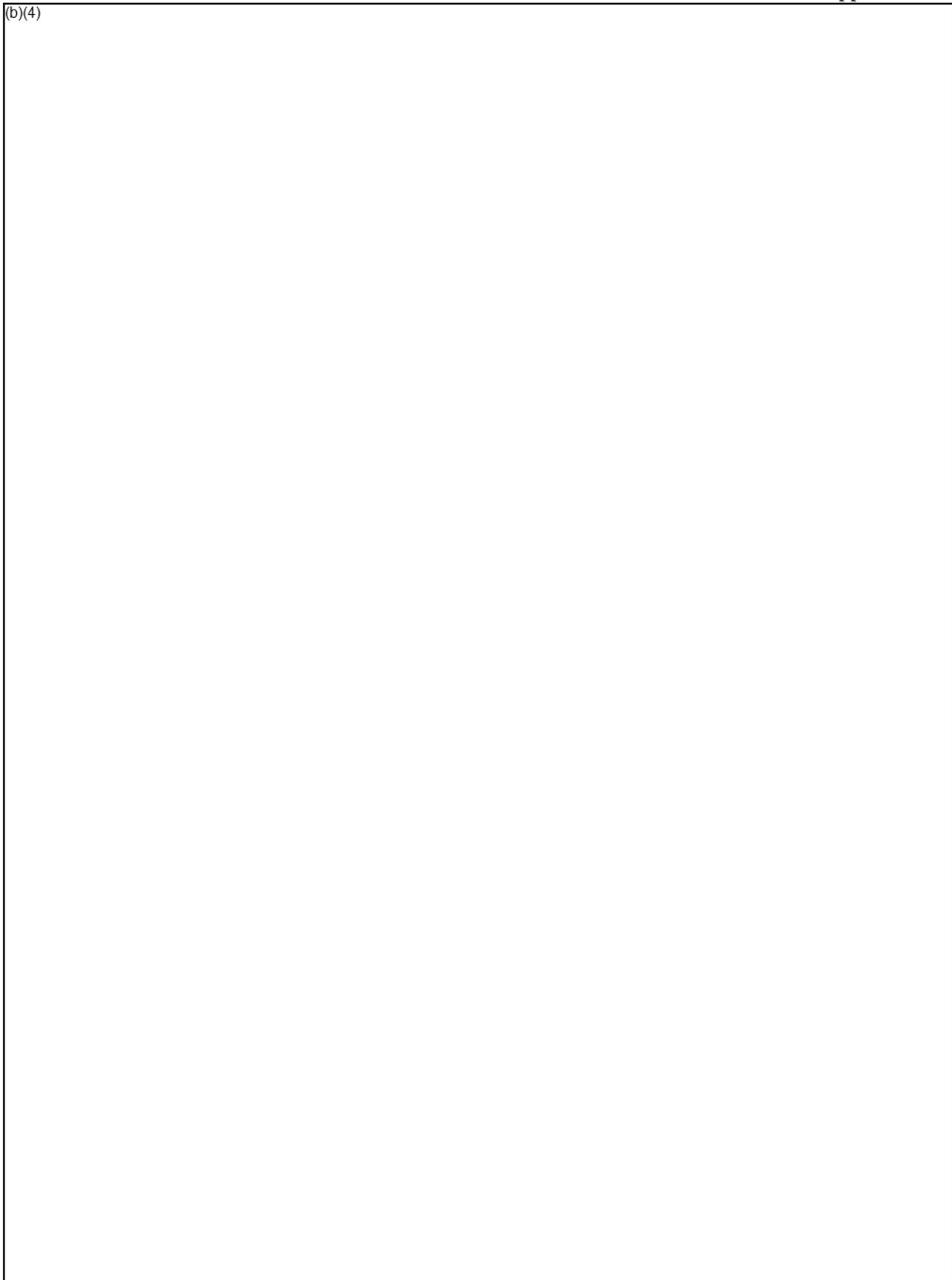


1.3. "Licensed Subject Matter" shall mean the recorded information used by LICENSOR in the operation of the (b)(4), including the (b)(4) (b)(4) the source code related to the (b)(4) and any technical documentation relating to the (b)(4)

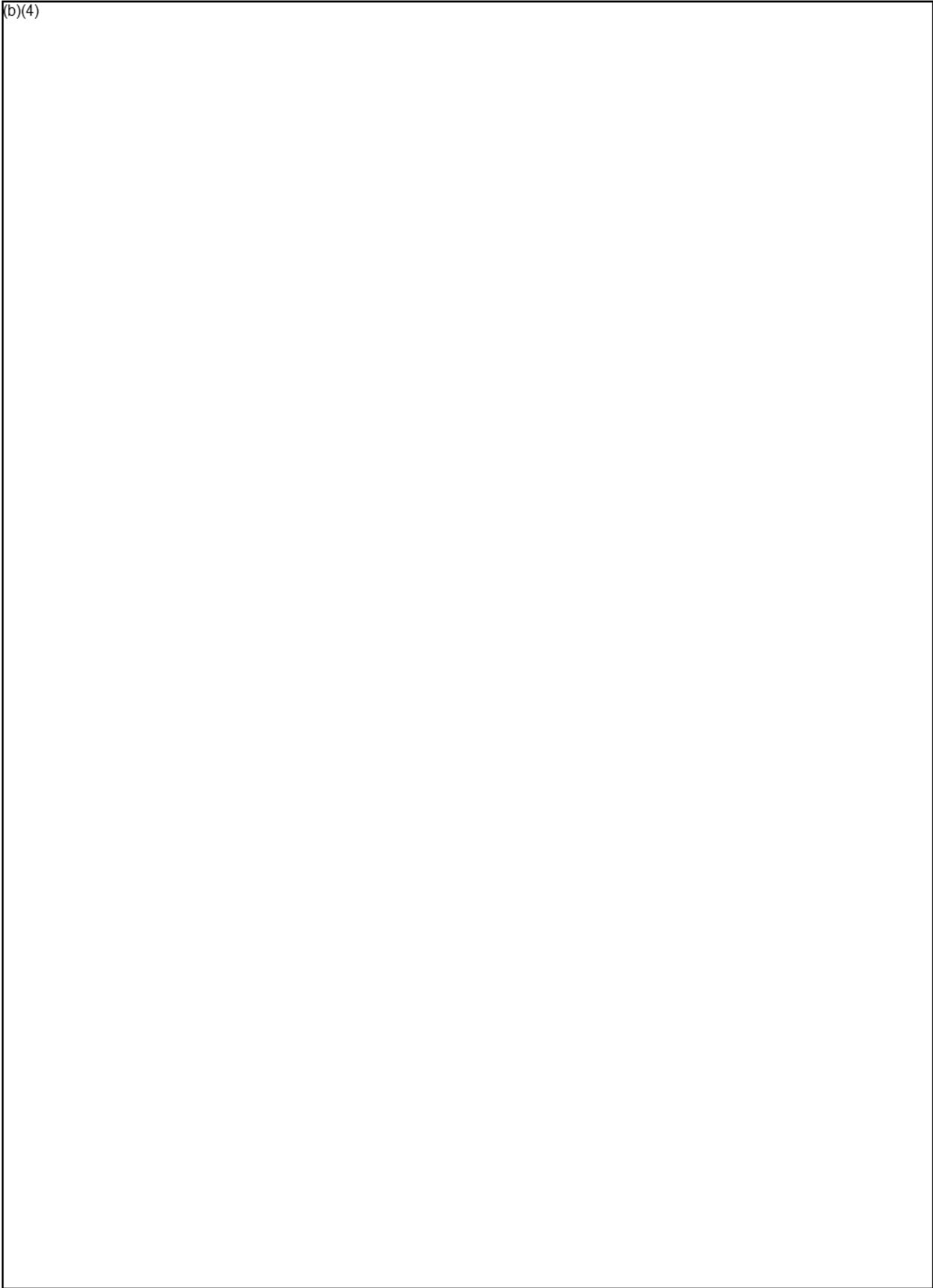
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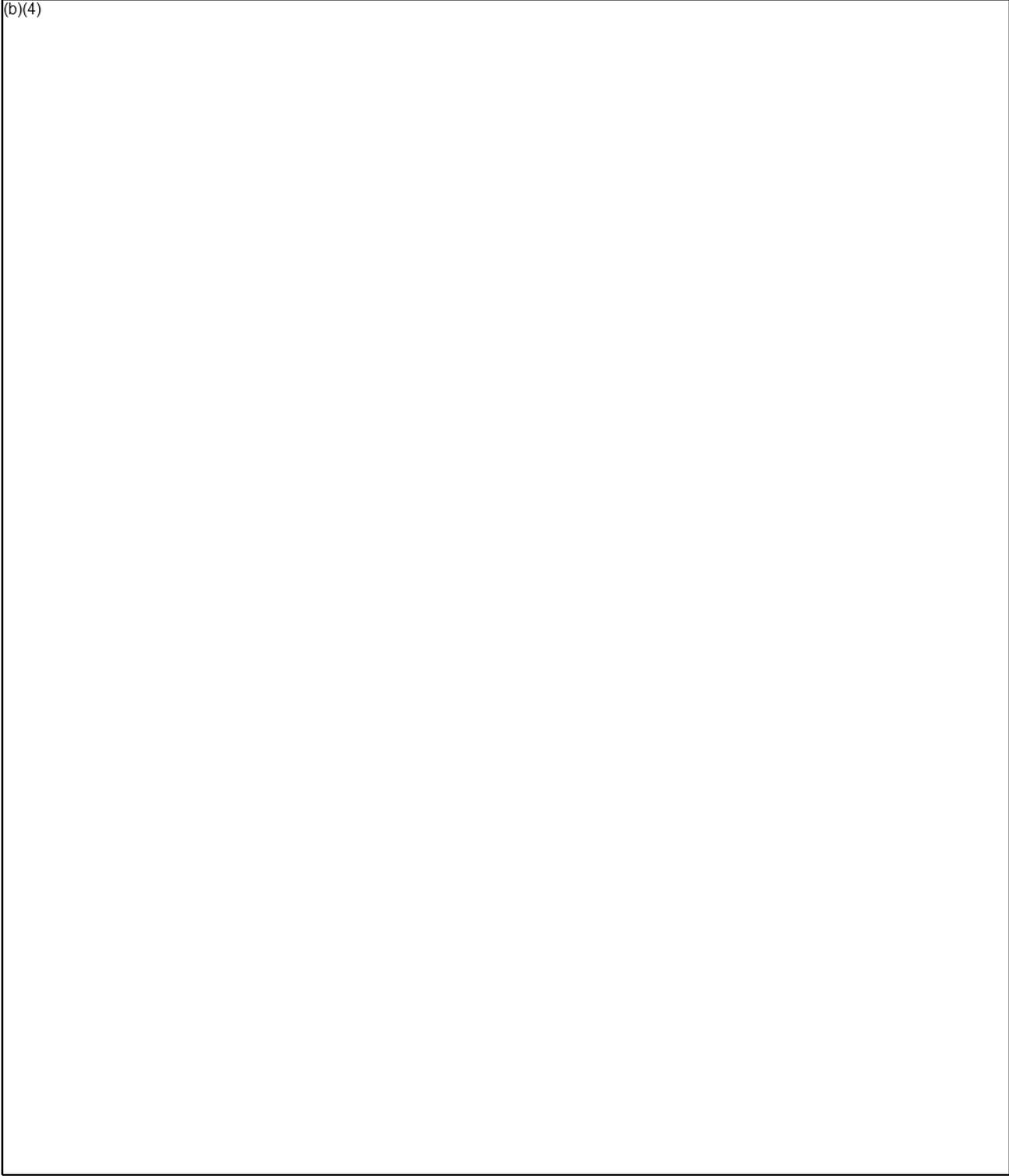
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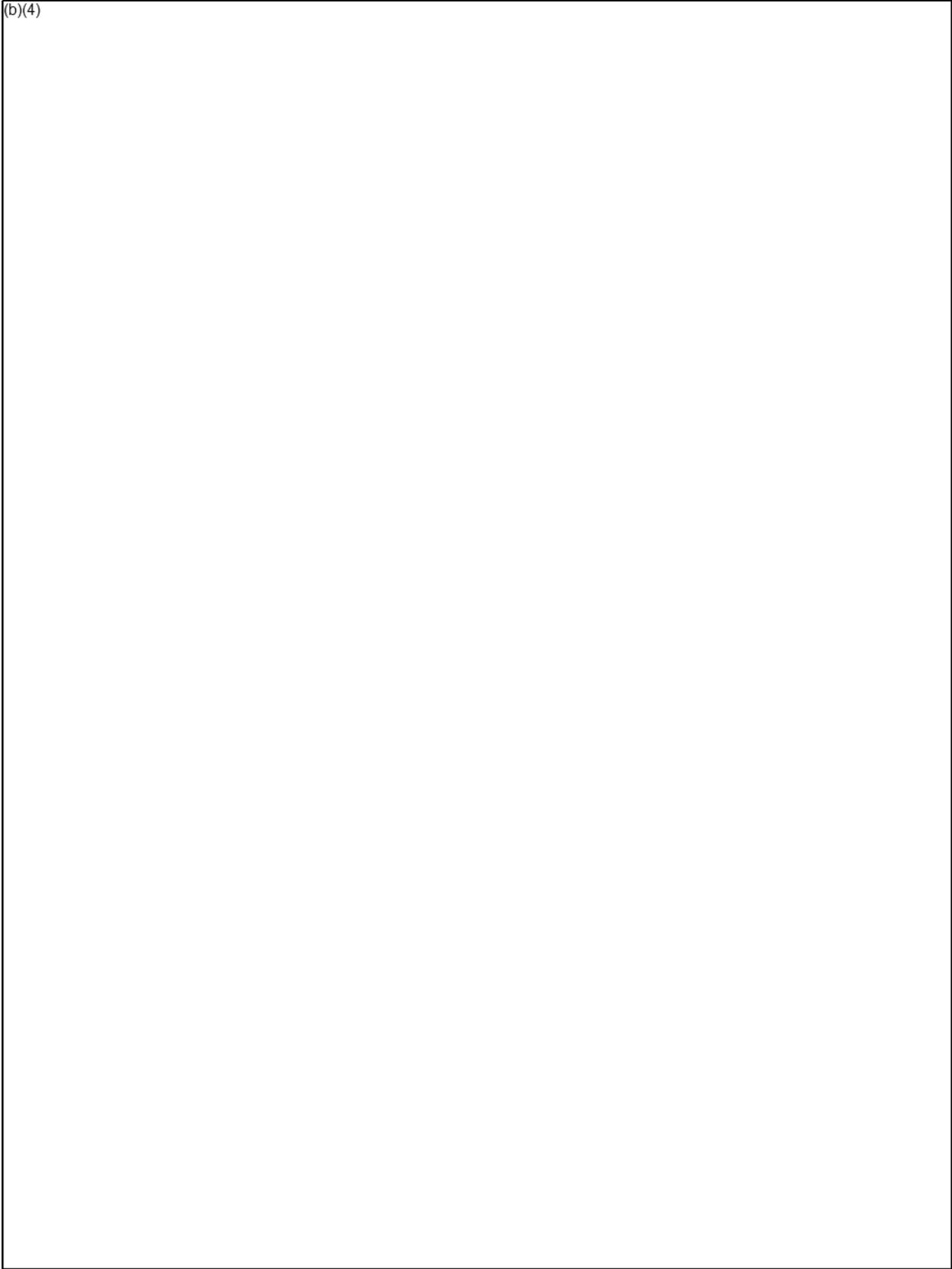
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(b)(4)



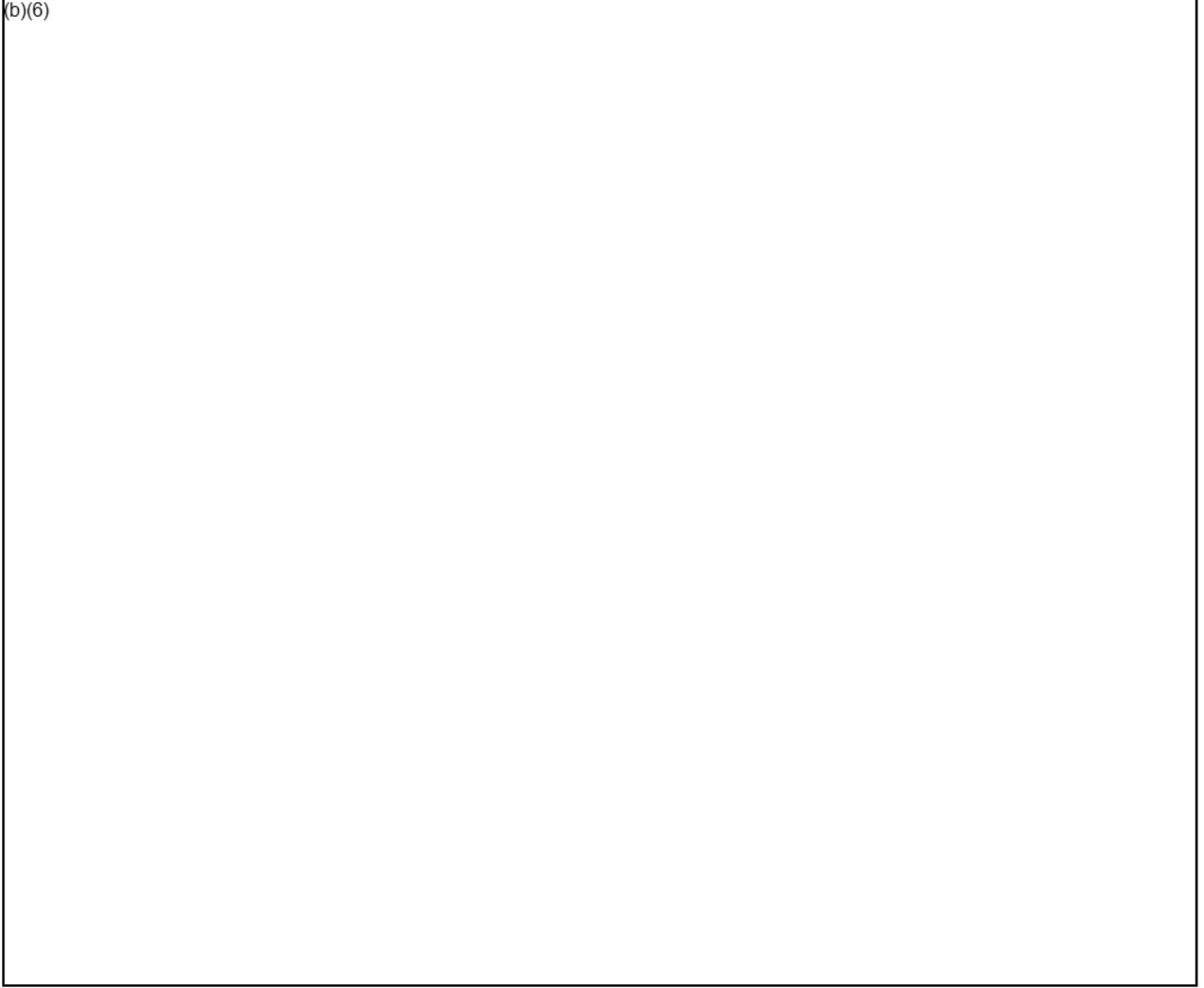
(b)(4)



(b)(4)



(b)(6)



Task Order Addendum from Negotiation Items

Feature	Increment	Software Release	Sprint
(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)

(*i=release 2 final sprint)

Information on how all transactions stay synchronized when a AWS availability zone fails.

Overview:

Use of the (b)(4)
(b)(4)

Background:

1. (b)(4)
2. During the course of execution of (b)(4)
(b)(4)

DHS OBIM HART
Task Order Addendum from Negotiation Items

- (b)(4)
3. Every service in (b)(4)
- (b)(4)
4. (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
5. (b)(4)
6. (b)(4)
- (b)(4)

Details:

- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)

DHS OBIM HART
Task Order Addendum from Negotiation Items

(b)(4)

(b)(4)

Components to (b)(4)

(b)(4)

The diagram below shows (b)(4)

DHS OBIM HART
Task Order Addendum from Negotiation Items

(b)(4)

Information on how (b)(4)
(b)(4)

Some of the specific issues we understand from the government with the existing database are:

(b)(4)

Overview

(b)(4)

DHS OBIM HART
Task Order Addendum from Negotiation Items

(b)(4)

(b)(4)

(b)(4)

In order to (b)(4)

(b)(4)

(b)(4)

Answers to specific questions

(b)(4)

(b)(4)

(b)(4)

(b)(4)

DHS OBIM HART
Task Order Addendum from Negotiation Items

(b)(4)

(b)(4)

(b)(4)

Benefits of approach:

(b)(4)

DHS OBIM HART
Negotiation Items

Contract Number	Start Parallel One	Parallel One to Modify New Contract
(b)(4)		

DHS OBIM HART
Negotiation Items

How to address

(b)(4)

(b)(4)

(b)(4)

Starting Point:

(b)(4)

(b)(4)

End Point:

(b)(4)

(b)(4)

Transition from Starting Point to End Point:

(b)(4)

(b)(4)

- (b)(4)

- (b)(4)

- (b)(4)

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DHS OBIM HART
Negotiation Items

- (b)(4)

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There are (b)(4)

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DHS OBIM HART
Negotiation Items

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- (b)(4)

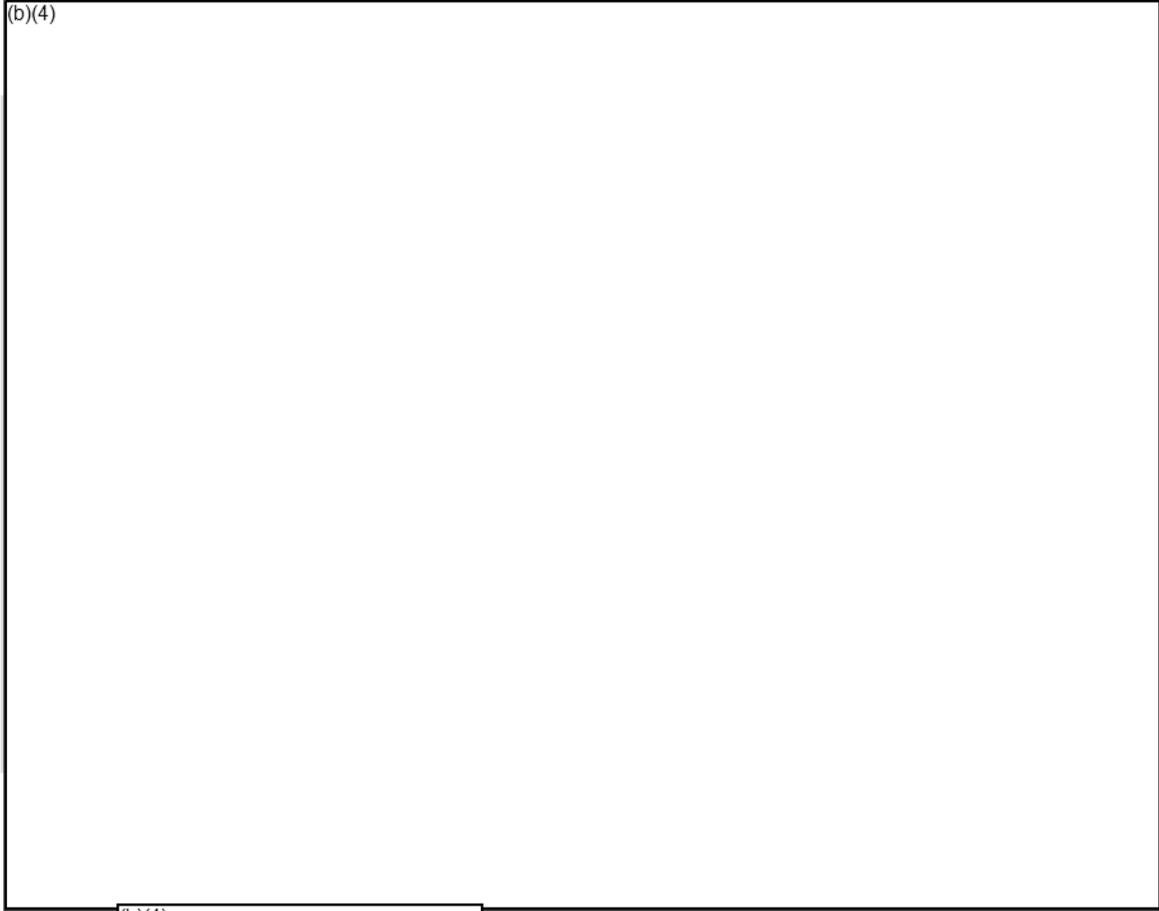


Figure 2. (b)(4)

Increment 2 (b)(4)

(b)(4)

(b)(4)

(b)(4)

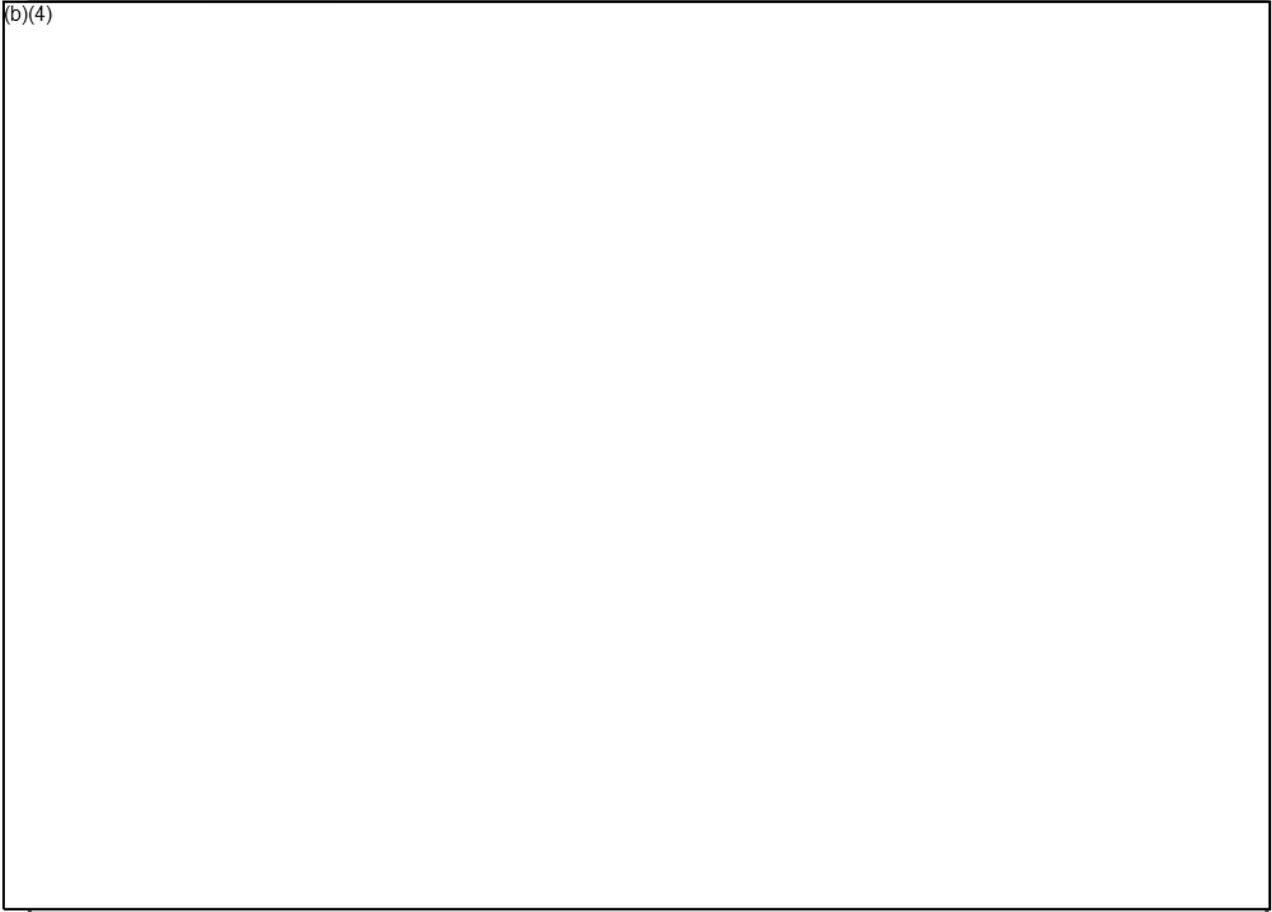
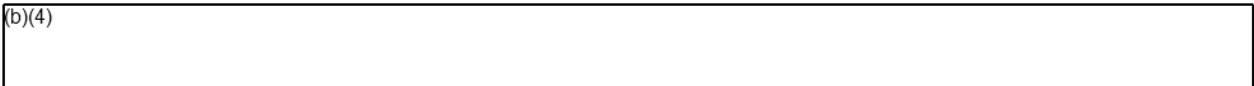


Figure 3. Increment 2

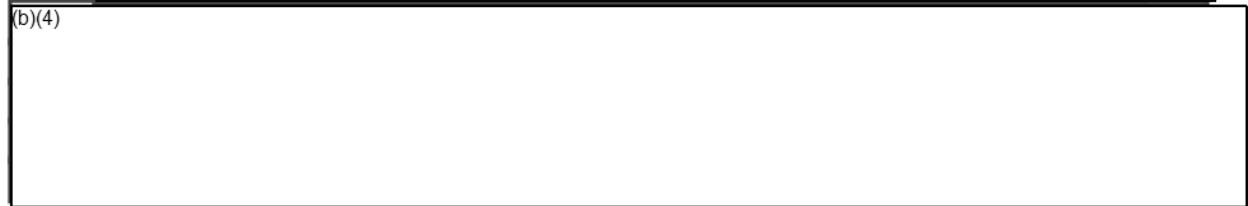
(b)(4)



When (b)(4)



(b)(4)



(b)(4)



The Government's (b)(4)



(b)(4)



DHS OBIM HART
Negotiation Items

(b)(4)

HART

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IDENT/HART is a

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While all of the

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(b)(4)

DHS OBIM HART
 Negotiation Items

(b)(4)

(b)(4)

Performance Measure	Threshold	Objective	Source
Availability. HART shall provide the availability of: <i>Availability:</i> HART shall have an overall availability threshold of (b)(4) with an objective of (b)(4) which includes (b)(4)	(b)(4)	(b)(4)	(b)(4)
<i>Mean Time Between Failures.</i> HART shall have a Mean Time between Failures (MTBF) for the overall system at (b)(4) with an objective (b)(4)	(b)(4)	(b)(4)	(b)(4)
<i>Mean Time to Repair.</i> HART shall have a Mean Time to Repair (MTTR) for the overall system at a (b)(4) (b)(4) with an objective (b)(4) (b)(4)	(b)(4)	(b)(4)	(b)(4)

The proposed design (b)(4)

(b)(4)

(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

A00001 01/19/2018 RNIM-18-00068

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

DHS/OPO/OBIM

Contracting Officer
MGMT/OPO NPPD/Mailstop 0115
Department of Homeland Security
245 Murray Lane SW
Washington DC 20528-0115

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

NORTHROP GRUMMAN SYSTEMS CORPORATION (x)

ATTN (b)(6)

7575 COLSHIRE DRIVE

MCLEAN VA 221027508

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. (x)

HSHQDC-14-D-E2035

HSHQDC-17-J-00370

10B. DATED (SEE ITEM 13)

09/28/2017

CODE 9620486950000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 962048695+0000

Homeland Advanced Recognition Technology (HART)

Development and execution of Increments 1 and 2

Two Post Deployment Support Periods (Options)

This is a no-cost modification to:

- 1) Incorporate Notice to Proceed letter dated January 19, 2018 issued to the contractor upon resolution of post award GAO protests B-415514.1, B-415514.2 and B-415514.3
- 2) Reset Task Order effective date and task completion timelines due to the delay in task order performance start resulting from the Stop Work Notification of Protest letter dated October 10, 2017 issued to the contractor upon GAO notification of the protests. The

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6) Robert Degnan

15B. CONTRACTOR/ORDER NO. 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(b)(6) ROBERT M DEGNAN

(Signature of person authorized to sign) (Signature of Contracting Officer)

Digitally signed by ROBERT M DEGNAN
Date: 2018.02.14 11:11:53 -0500'

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
NORTHROP GRUMMAN SYSTEMS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001 .001	<p>revised task order period of performance is January 19, 2018 through September 18, 2021. 3) Correct electronic billing address for invoices referenced in Part 3 of the Task Order, Section 3.13.B, Invoicing Instructions. The correct billing address should be: nppdinvoice.consolidation@ice.dhs.gov</p> <p>AAP Number: P2015029208 DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Mailstop 0305 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 01/19/2018 to 09/18/2021</p> <p>Change Item 0001 .001 to read as follows (amount shown is the obligated amount):</p> <p>INCREMENT 1 / CLIN 0001: The calculation of the 18 month period of performance for the development and execution of Increment 1 starts March 19, 2017 with an estimated ending date of September 18, 2019.</p> <p>Increment 2 (Phase 2A) / CLIN 0002: The calculation of the 18 month period of performance for the development of Increment 2 (Phase 2A) starts 5 days after Notice to Proceed.</p> <p>Increment 2 (Phase 2B) / CLIN 0003: The calculation of the 18 month period of performance for the development of Increment 2 (Phase 2B) starts 5 days after Notice to Proceed.</p> <p>Phase I/ Increment 1 - Core Biometric Management System - HART Foundation</p> <p>Continued ...</p>	1	LO	(b)(4)	0.00

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NAME OF OFFEROR OR CONTRACTOR
 NORTHROP GRUMMAN SYSTEMS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Ready (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS15 V07 3Z 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-31-00 000000 Funded: (b)(4)				
0001 .002	Change Item 0001 .002 to read as follows (amount shown is the obligated amount): Increment 1/ Release 1 - Implementation of System Architecture Skeleton allowing valid IXM transaction to be received (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS15 V07 3Z 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-31-00 000000 Funded: \$0.00	1	LO	(b)(4)	0.00
0001 .003	Change Item 0001 .003 to read as follows (amount shown is the obligated amount): Increment 1/Release 1 - Receiving/Responding Capability (Valid IXM) - Software Complete (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM- SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-PLN 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00 Accounting Info: USVIS15 V07 3Z 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-31-00 000000 Funded: \$0.00 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00 Continued ...	1	LO	(b)(4)	0.00

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NAME OF OFFEROR OR CONTRACTOR
 NORTHROP GRUMMAN SYSTEMS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001 .004	Change Item 0001 .004 to read as follows (amount shown is the obligated amount): Increment 1/Release 2 - Customer Message Notification Capability - Add Derogatory Information (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00	1	LO	(b)(4)	0.00
0001 .005	Change Item 0001 .005 to read as follows (amount shown is the obligated amount): Increment 1/Release 2 - Customer Message Notification Capability - Notification (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00	1	LO	(b)(4)	0.00
0001 .006	Change Item 0001 .006 to read as follows (amount shown is the obligated amount): Increment 1/Release 2 - Receiving/Responding Capability (remaining IXM identity service operations, e.g. identity flag mgmt, delete encounter) - Software Complete (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00	1	LO	(b)(4)	0.00
	Change Item 0001 .007 to read as follows (amount shown is the obligated amount): Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001 .007	Increment 1/Release 3 - Receiving/Responding Capability (valid IXM Biometric) - Verify (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00 Change Item 0001 .008 to read as follows (amount shown is the obligated amount):	1	LO	(b)(4)	0.00
0001 .008	Increment 1/Release 3 - Receiving/Responding Capability (remaining IXM Biometric)- (e.g., Identify) - Software Complete (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00 Change Item 0001 .009 to read as follows (amount shown is the obligated amount):	1	LO	(b)(4)	0.00
0001 .009	Increment 1/Production Environment (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00 Change Item 0001 .010 to read as follows (amount shown is the obligated amount):	1	LO	(b)(4)	0.00
0001 .010	Initial Operating Capability (IOC) (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Continued ...	1	LO	(b)(4)	0.00

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NAME OF OFFEROR OR CONTRACTOR
 NORTHROP GRUMMAN SYSTEMS CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001 A	Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00 Change Item 0001 A to read as follows (amount shown is the obligated amount): Phase I/ Increment 1 - Award Fee (b)(4) of (b)(4) - Not to Exceed Payable in accordance with Award Fee Plan (FPAF) Amount: (b)(4) (Option Line Item) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Change Item 0001 B.001 to read as follows (amount shown is the obligated amount): Phase I/ Increment 1 - Software (CPFF) Not to Exceed				0.00
0001 B.001	Increment 1 SW - Non-Production Environment Bill of Material (CPFF) Not to Exceed (NTE) Fixed Fee (b) (Task Order Maximum (b)(4)) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00				0.00
0001 B.002	Increment 1 SW - Performance Test Environment Bill of Material (CPFF) NTE Fixed Fee (b)(4) (Task Order Maximum (b)(4)) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Continued ...				0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001 B.003	Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00 Change Item 0001 B.003 to read as follows (amount shown is the obligated amount): Increment 1 SW - Operational Environment Bill of Material (CPFF)NTE Fixed Fee (b) (Task Order Maximum (b)(4)) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 09/18/2019 Accounting Info: USVIS16 V07 3A 30-20-27-ACQ 30-05-1000-00-00-00-00 GE-OE-25-30 000000 Funded: \$0.00 Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: \$0.00				0.00
0001 C.2	Change Item 0001 C.2 to read as follows (amount shown is the obligated amount): Phase I/Increment 1 - Non-DHS Hosting and Support Services (FFP) Product/Service Code: D302 Product/Service Description: IT AND TELECOM-SYSTEMS DEVELOPMENT Delivery: 60 Days After Notice to Proceed Accounting Info: USVIS17 V07 PE 16-10-00-000 90-15-1000-00-00-00-00 GE-OE-31-00 000000 Funded: \$0.00	18	MO	(b)(4)	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 29	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 05/30/2018	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Contracting Officer MGMT/OPO NPPD (b)(6) Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0115	CODE DHS/OPO/OBIM	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN SYSTEMS CORPORATION ATTN (b)(6) 7575 COLSHIRE DRIVE CLEAN VA 221027508		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 9620486950000		9B. DATED (SEE ITEM 11)		
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-14-D-E2035 HSHQDC-17-J-00370	
		10B. DATED (SEE ITEM 13) 09/28/2017		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103a			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 962048695+0000 Homeland Advanced Recognition Technology (HART) Development and execution of Increments 1 and 2 Two Post Deployment Support Periods (Options)				
This is a no-cost modification to:				
1) Correct year on start date of Increment 1 (Modification A0001, page 2) of 7 - Increment 1 18 month period of performance should be March 19, 2018 to September 19, 2019.				
2) Formally incorporate Appendix C, Award Fee Plan. (NOTE: Attached Award Fee Plan is version 1.1, which supersedes previous version and includes changes to Appendix 2: Evaluation Criteria. Increment 1, Accomplishment 1 and Accomplishment 2 have been renamed Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Degnan		
15B. CONTRACT NUMBER (b)(6)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6)
(Signature or person authorized to sign)		(Signature of Contracting Officer)		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and clarified - Appendix C, page 15 of 19) - See Attached</p> <p>3) Correct Award Fee Plan reference in PART 3.2.3 of the task order to PART 5, Appendix C.</p> <p>4) Replace Table 7-1. HART Deliverables in Task Order PART 2, pages 96 to 98 of 101 and substitute Table 7-1. HART Deliverables 05252018 - See Attached</p> <p>AAP Number: P2015029208 DO/DPAS Rating: NONE Period of Performance: 01/19/2018 to 09/18/2021</p>				

U.S. Department of Homeland Security



Award-Fee Plan

Appendix C of HSHQDC-17-J-00370

Homeland Advanced Recognition Technology Office of Biometric Identity Management National Protection and Programs Directorate

Version 1.1 (May 29, 2018)

Approval:

This Award-Fee Plan is hereby approved as the governing document for the Performance Evaluation Board in evaluating and administering applicable award-fees in the execution of Task Order HSHQDC-17-J-00370 for the development and execution of the Homeland Advanced Recognition Technology (HART) system.

Name Date
HART Fee Determining Official

Name
HART Contracting Officer

Name Date
HART Contracting Officer's Representative

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1.0 INTRODUCTION

This Award-Fee Plan is the basis for the Government's evaluation of the Homeland Advanced Recognition Technology (HART) Contractor's performance and for presenting an overall assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the Contractor's performance and to determine the amount of award-fee earned. Actual award-fee determinations and the methodology for determining award-fee are unilateral decisions made solely at the discretion of the Government.

The Award-Fee Plan is provided as an attachment to the HART Task Order, HSHQDC-17-J-00370, and represents the basis for how the Award-Fee Plan will be administered and award-fee determined. The award-fee earned and payable will be determined by the FDO based upon review of the Contractor's performance against the criteria set forth in this plan. The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The Contractor will be notified of changes to the plan by the Contracting Officer (CO), in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

1.1 Background

The Department of Homeland Security (DHS) National Protection and Programs Directorate (NPPD) Office of Biometric Identity Management (OBIM) is replacing its existing identity management system, the Automated Biometric Identification System (IDENT), with an enhanced, scalable, modular, and multimodal identity management system to be known as Homeland Advanced Recognition Technology (HART). HART will be developed with a service oriented architecture and standards-based interfaces. The redesign and development of the system will address the baseline and the current gaps including capacity, security and privacy protections, interoperability, unsustainable costs, and performance and availability. Support of the system for additional biometric identity modalities beyond fingerprints will address the gaps of accuracy and surety of matching results and interoperability.

OBIM's mission is to provide enduring identity services to DHS and its mission partners that advance informed decision making by producing accurate, timely, and high assurance biometric identity information and analysis in compliance with the *2013 Appropriations Act*. The ability of DHS and its partner agencies to fulfill their missions requires access to actionable, timely, and accurate information that distinctly identifies individuals. Decision makers must be able to verify presented identities, identify persons who may be inadmissible to the United States, and identify persons ineligible for certain status or privileges granted by the Government. Biometrically established and verified identity information provides a higher level of assurance of an individual's identity than the mere possession of identity affirming documents. Persons of specific concern are those who may be immigration violators, domestic and international fugitives, military detainees, known or suspected terrorists, or national security threats. OBIM's customers typically carry out their missions by capturing biometric data and submitting the biometric data to OBIM. OBIM's mission functions are to match, store, share, and analyze the results. Stakeholder operational mission needs require DHS biometric identity service capabilities that provide biometric matching, storing, sharing and analyzing capabilities, and other services using multiple and expanding sets of biometrics beyond just fingerprints to increase identity assurance.

1.2 Scope

The scope of this Award-Fee Plan assesses the activities that the HART Contractor will perform to develop, implement, manage, and operate HART. It also measures the effectiveness, quality, and timeliness of the system in meeting program objectives and goals.

1.3 Purpose

The purpose of this Award-Fee Plan is to define the process by which OBIM will evaluate the HART Contractor's performance, determine the amount of earned award-fee, and approve and authorize the payment of the award-fee amounts that are earned by the Contractor under the prime task order.

1.4 Objective

The objective of this Award-Fee Plan is to provide a timely, fair, and balanced framework to measure the Contractor's effectiveness in meeting the Performance Metrics identified in this plan as it relates to the successful completion and delivery of Increment 1, Core Biometric Management System – HART foundation (CLIN 0001) and Post Initial Operating Capability (IOC) Customer Migration (CLIN 0008). It also provides the Contractor with an opportunity to earn an award-fee that is commensurate with the achievement of different levels of performance.

2.0 APPLICABLE DOCUMENTS

- Task Order and its referenced and attached documents

3.0 ORGANIZATION

The award-fee organization consists of the following parties (see Appendix 1 for detailed organization):

- Fee Determining Official (FDO)
- Executive Agent (EA)
- Performance Evaluation Board (PEB) (another name for an Award-Fee Review Board (AFRB))
- PEB Members include:
 - PEB Chair
 - HART Contracting Officer (CO)
 - Performance observers including OBIM personnel and OBIM customer personnel
 - Advisors and other senior management stakeholders.

4.0 RESPONSIBILITIES

4.1 Fee Determining Official

The FDO is the senior executive responsible for making final award-fee determinations and supervising the OBIM award-fee process. The OBIM FDO will be the DHS Deputy Director of OBIM. A designee may be utilized if the assigned FDO chooses to delegate responsibility. The primary FDO responsibilities are as follows:

- Approves and signs the Award-Fee Plan and ensures the execution of the award-fee determination process according to the provisions found in the Award-Fee Plan;

- Reviews, approves, and provides comments on the Preliminary and Final Award-Fee Performance Memoranda, makes final determinations on the award-fee, and makes recommendations to the CO for award-fee payment or non-payment;
- Participates in the preliminary and final debriefings of the Contractor;
- Monitors and adjusts certain matters in this plan (the FDO may unilaterally change certain matters in this plan as covered in Section 6 and not otherwise requiring mutual agreement under the task order as described in Section 6 of this plan, provided that the Contractor receives notice of the changes prior to the beginning of the evaluation period to which the changes apply);
- Makes adjustments to the evaluation factor weightings as defined in Section 6 of this plan in order to address anomalies and other considerations of the evaluation process;
- Approves recommended changes to the evaluation requirements of this plan; and
- Makes discretionary appointments of advisory members and senior management representatives to the PEB to represent outreach to OBIM's customers.

4.2 Executive Agent

The EA is the OBIM manager with responsibility for the contract with incentives governed by this Award-Fee Plan. The EA will be the DHS OBIM HART Program Manager within NPPD. A designee may be utilized temporarily if the assigned EA chooses to delegate the responsibility. A designee may also be used as a permanent replacement. The EA will perform the following tasks:

- Reviews and approves the draft Award-Fee Performance Memorandum and Briefing developed by the PEB Chairperson;
- Presents preliminary PEB findings and the draft Award-Fee Performance Report to the FDO;
- Conducts the Preliminary Debriefing with the Contractor;
- Directs the PEB to consider any Contractor submitted reclama following the preliminary debriefing;
- Reviews and approves the draft Final Award-Fee Performance Report;
- Conducts, as required, briefings to the FDO of award-fee assessment findings as documented in the draft Final Award-Fee Performance Memorandum, the proposed final award-fee rating, and proposed award-fee amount;
- Directs revisions to the Final Award-Fee Performance Memorandum as directed by the FDO;
- Chairs debriefings with the Contractor in order to present the Final Award-Fee Performance Memorandum to the Contractor. These debriefings will include the announcement of the decision to pay award-fee or not, and the award-fee ratings. Debriefings will also include discussions of Government observations of Contractor performance, strengths, and weaknesses, and a recommended path for improvement in each performance measure.

4.3 Performance Evaluation Board

The PEB is the body that observes Contractor performance and generates initial Contractor performance ratings and assists the PEB Chairperson in drafting the Preliminary and Final Award-Fee Performance Memoranda. The PEB consists of the following members:

- Chairperson
- Contracting Officer
- Appointed members
 - OBIM personnel
 - NPPD personnel
 - Other Government technical and program personnel, as required

The primary responsibilities of the PEB include the following activities:

- Observe Contractor performance and maintain written records of observations in assigned evaluation area(s) so that a fair and accurate evaluation is obtained;
- Gather evaluation input concerning Contractor performance and consider that input, the Contractor's written self-assessment, the Contractor's demonstration of adherence to task order and contract terms, and the provision of deliverables by the Contractor;
- Review and assess the data and other supporting information provided by the Contractor;
- Jointly review and discuss the written records of Contractor performance;
- Arrive at an award-fee performance rating and fee recommendation for each interim and/or final evaluation period;
- Prepare performance evaluation reports and briefings;
- Provide the EA with the earned award-fee rating and recommendation of whether or not the Contractor's performance merits an award;
- Assist in the development of draft and final Award-Fee Performance Memoranda and Briefings; and
- Recommend changes to the Award-Fee Plan to the FDO for the next evaluation period.

4.4 Performance Evaluation Board Chairperson

The PEB Chairperson coordinates the activities of the PEB and communicates PEB findings to the EA and FDO. The PEB Chairperson will be the OBIM HART Contracting Officer's Representative (COR). The primary responsibilities of the PEB Chairperson are as follows:

- Recruit PEB members who are knowledgeable in performance evaluations and are prepared to perform assigned tasks in a timely manner;
- Coordinate the activities of PEB members;
- Synthesize the results provided by PEB members and develop draft and final Award-Fee Performance Memoranda and Briefings;
- Communicate PEB findings to the EA and FDO;
- Participate in the Contractor debriefings and notify the Contractor of its option to submit a reclama and other supporting documentation;
- Lead the PEB in assessing the reclama if submitted by the Contractor and developing the final Award-Fee Performance Memoranda and Briefings; and
- Prepare draft and final Award-Fee Performance Memoranda and associated briefings.

4.5 Contracting Officer

The CO is the Government official responsible for issuing award-fee decisions. CO responsibilities include the following:

- Verifies that the award-fee process described in this plan is followed;
- Reviews the recommendations from the FDO for the award-fee earned for the period being evaluated and determines whether or not the FDO recommendations for the amount of earned award-fee are within the scope of this plan;
- Verifies that the submitted final Award-Fee Performance Memorandum adequately supports the FDO's award-fee recommendation;
- Prepares and issues unilateral task order modifications that will provide the Contractor with the amount of earned award-fee; and
- Provides updates to the Award-Fee Plan to the Contractor prior to the start of the award-fee evaluation period, interim or final, in which the plan updates are to take effect.

5.0 AWARD-FEE PROCESS

5.1 Evaluation Period

The HART Program includes two award-fee evaluation periods: one award-fee period for Increment 1 – HART Core Application and Infrastructure (CLIN 0001) and a second award-fee period for Post IOC Customer Migration (CLIN 0008). The award-fee period for Increment 1 will be 18 months beginning with the CLIN 0001 effective start date; the award-fee period for Customer Migration will be 6 months from the effective start date of CLIN 0008, which is upon the successful completion of Increment 1 (CLIN 0001).

The Government will conduct two interim award-fee evaluations and one final award-fee evaluation during the Increment 1 (CLIN 0001) award-fee period. The interim evaluations will be conducted in accordance with Appendix 3, Accomplishment 1 and Accomplishment 2; the final evaluation for CLIN 0001 (Accomplishment 3) will be conducted upon the successful completion of Increment 1. The CLIN 0008 award-fee period for Post IOC Customer Migration will be upon successful completion of customer migration to HART. The Government will conduct one award-fee evaluation upon completion, but will issue a performance report card 3 months after the effective start date of CLIN 0008—at the period's midpoint; there will be no interim evaluation during this period.

5.2 Available Award-Fee Amount

The available award-fee for each evaluation period is shown in Appendix 2 of this plan. The earned award-fee is based on the Contractor's performance during the respective evaluation period. The award-fee percentage for each CLIN is up to (b)(4). Award-Fee CLIN 0001A of up to (b)(4) is based on (b)(4) of CLIN 0001 total, (b)(4); and award-fee portion of CLIN 0008 is up to (b)(4), which is (b)(4) of Post IOC Customer Migration fixed price of (b)(4).

5.3 Award-Fee Payment

Award-fee determinations will be made as determined in this plan. However, no award-fee is payable, and the Contractor cannot invoice for the fee, until the final and successful completion of each Award-Fee task.

Two payments of award-fees are anticipated under the contract: (1) after the successful completion of Increment 1, and (2) after the successful completion of Post IOC Customer Migration. However, two interim award-fee determinations may be earned by the Contractor under Increment 1 during development and prior to the final delivery of Increment 1 as specified in this plan. The total amount of an *earned* interim award-fee(s) under Increment 1 shall not exceed (b)(4) of the total possible award-fee payable for the completion of Increment 1 (see paragraph 5.2 above for total award-fee payable for CLIN 0001). Interim award-fees earned are payable regardless of when a successfully completed Increment 1 is delivered. In the event the Contractor is unsuccessful in completing and delivering a fully functional HART system under Increment 1, no award-fee, including earned interim award-fees, is payable. Receipt of any award-fee is contingent upon the Contractor's ability to deliver a fully functional Core Biometric Management System HART foundation.

The CO will modify the contract each time an award-fee is earned to ensure an earned award-fee is appropriately funded even if not immediately payable. However, the Contractor may not bill, nor will the Contractor receive payment for, any interim award-fees prior to the successful completion and delivery of the final award-fee deliverables.

5.4 Award-Fee Evaluation Factors and Criteria

The award-fee evaluation criteria are provided in Appendix 2 of this Award-Fee Plan for each of the award-fee accomplishments.

5.5 Contractor Self-Assessment

For evaluation periods leading up to each of the accomplishments listed in Appendix 2, the Contractor will be afforded the opportunity to submit information (evidence) on its behalf, including a written self-assessment of its performance in meeting the stated criteria for successful completion of the task. The self-assessments will be concise and provide relevant support documentation, as appropriate, that clearly establishes the methods and logic proving successful execution, implementation, and delivery of the required deliverable. This documentation should include objective and measurable evidence, such as independent test analysis and evaluations, identifying any challenges experienced and solutions implemented, proving the successful completion and reliability of the deliverable in meeting the required performance objectives. The self-assessment may be accompanied by an oral presentation to the PEB. Within 10 business days following each accomplishment completion date, the Contractor may submit a written self-assessment for each award-fee deliverable under the CLIN 1 accomplishments, to include the required SELC gate review artifacts, and a written self-assessment for the CLIN 8 accomplishment. The Contractor shall forward the written self-assessment to the CO with a copy to the COR.

5.6 Award-Fee Evaluation Process

The following process will be followed for each award-fee evaluation—interim and final. The sequence of events in the process will be as follows.

Event	Description
Observation	PEB members observe Contractor performance during the evaluation period and record their observations.
Contractor Self-assessment	The Contractor submits an optional self-assessment with supporting evidence within 10 business days of the end of each interim and final evaluation period.
PEB Preliminary Rating	PEB members collaborate on the development of an assessment of Contractor performance and assign a preliminary performance rating. PEB members may consult their own observations, the Contractor’s self-assessment, stakeholder and sponsor input, and any other available information during this process.
Draft Award-Fee Performance Memorandum and Briefing	The PEB Chair, assisted by PEB members, generates a draft Award-Fee Performance Memorandum summarizing the PEB’s findings and a briefing communicating those findings for presentation to the EA.
EA Review	The EA reviews the draft Award-Fee Performance Memorandum and Briefing and tasks the PEB Chair with any necessary revisions. Following any revisions, the EA presents the memorandum and briefing to the FDO.
FDO Review	The FDO reviews the draft Award-Fee Performance Memorandum and Briefing and approves following any required revisions.

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Event	Description
Contractor Preliminary Debriefing	The EA conducts a preliminary debriefing with the Contractor presenting the Government's assessment as described in the draft Award-Fee Performance Memorandum and Briefing; discusses the Government's findings with the Contractor; and offers the Contractor the option of submitting reclama in rebuttal.
Contractor Reclama (Optional)	The Contractor may optionally dispute the findings and rationale documented in the draft Award-Fee Performance Memorandum and Briefing and provide additional information to support its dispute.
Government Reconsideration	If the Contractor submits reclama, the PEB will reconvene to consider the Contractor's rebuttal and additional evidence. The PEB will make any appropriate revisions to the draft Award-Fee Performance Memorandum and Briefing. The EA and FDO will successively review, revise, and finally approve the final Award-Fee Performance Memorandum and associated briefing.
Final Award-Fee Performance Memorandum and Briefing	The PEB Chairperson, assisted by the PEB members, will generate the final Award-Fee Performance Memorandum and Briefing for presentation to the Contractor.
Presentation to the FDO	The EA presents the final PEB findings and the Final Award-Fee Performance Memorandum to the FDO for formal approval and signature.
Formal Contractor Debriefing	The EA conducts a formal debriefing for the Contractor in which the EA will present the Government's final award-fee findings in the Final Award-Fee Performance Memorandum and discuss recommendations for future performance with the Contractor, as applicable. The memorandum will indicate whether any award-fee has been earned and the applicable amount.
FDO Recommendation to the CO	The FDO will forward the final signed memorandum recommending earned award-fee for the evaluation period to the CO for inclusion in the contract file.
CO Action	The CO will review the memorandum communicating the FDO recommendation and supporting rationale and, if appropriate, issue a contract modification allowing the Contractor to bill for the amount of earned award-fee for the evaluation period in accordance with this plan. The CO will file the Final Award-Fee Performance Memorandum in the Contract File.

The Government shall complete its interim determination of the Contractor's performance within 20 business days after receipt of the Contractor's written self-assessment, unless the Contractor and CO mutually agree on a longer period. The critical documents associated with this process are as follows:

Document	Contents
Contractor's Self-Assessment	The Contractor's written self-assessment of its performance (limited to 10 pages, using 12 point font). This self-assessment may be accompanied by an oral presentation to the PEB.
Draft Award-Fee Performance Memorandum and Briefing	The draft Award-Fee Performance Memorandum is a written document with an associated briefing containing the PEB's evaluation of the Contractor's performance and a recommendation and rationale for amount of earned award-fee.

Document	Contents
	<p>The memorandum includes a proposed award-fee rating, award-fee payment recommendation, observations, strengths and weaknesses observed in Contractor performance, and, as necessary, an improvement path based on the Contractor’s demonstration of adherence to the task order and provision of deliverables during the evaluation period.</p> <p>The report and briefing are reviewed and approved by the EA and FDO and then provided to the Contractor by the EA in a preliminary debriefing.</p>
<p>Final Award-Fee Performance Memorandum and Briefing</p>	<p>The final, approved written memorandum and associated briefing that present the Government’s final award-fee assessment and findings and takes into consideration Contractor’s self-generated reclama and any other provided “evidence” to explain its performance.</p> <p>The Final Award-Fee Performance Memorandum is reviewed and approved by both the EA and the FDO and is formally delivered to the Contractor in the formal evaluation period debriefing.</p> <p>Following the formal debriefing, the Final Award-Fee Performance Memorandum is forwarded to the CO for validation and inclusion in the contract file.</p>

5.7 Progress Report Cards

Feedback on Contractor performance and accomplishment will be provided via sprint retrospective reports and post-sprint demo after-action reports.

5.8 Unearned Award-Fee

Unearned award-fee will not be carried over or made available to the Contractor beyond the final award-fee evaluation (use of rollover or unearned award-fee is prohibited). [See FAR 16.401(e)(4)]

5.9 Earned Award-Fee

The Government will complete an award-fee review at the end of each interim and final award-fee accomplishment evaluation period in accordance with Appendix 3. The FDO will submit an award-fee recommendation for earned award-fee payment to the CO at the end of each evaluation period.

6.0 AWARD-FEE PLAN CHANGE PROCEDURE

6.1 Right to Make Unilateral Changes

Except for the matters described below, this plan may be revised unilaterally by the Government prior to the beginning of the interim or final rating periods in order to redirect emphasis. Such unilateral changes may be made by the FDO prior to the beginning of an evaluation period by timely written notice to the Contractor. For redirection made during the evaluation period, changes will only be made bilaterally by mutual agreement between the Government and the Contractor.

The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The Government will provide the Contractor with written notification of changes to the Award-Fee Plan as soon as practicable prior to the start of an evaluation period, with an objective of 10 business days prior to the start date of the evaluation period when the change takes effect. The CO will issue a unilateral task order modification in order to incorporate the change to the Award-Fee Plan as soon as practicable following that notice. The Contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. If not notified prior to the start of the evaluation period, the Award-Fee Plan in effect for the previous evaluation period will remain in effect. The Contractor may also recommend changes to the Award-Fee Plan to the FDO not less than 30 business days prior to the beginning of a new evaluation period.

Changes to the Award-Fee Plan that are applicable to a current evaluation period and are intended to take effect during that period can only be made by mutual agreement between the Government and the Contractor and will take effect upon the date of that agreement. The CO will confirm that agreement to the Contractor in writing as soon as practicable following the agreement.

6.2 Steps to Change Plan Coverage

The following table is a summary of the principal actions involving changing plan coverage. The PEB will establish lists of any subsidiary actions and schedules as necessary to meet the below schedules.

Action	Schedule
PEB submits recommended changes to the FDO for approval.	Prior to conclusion of each evaluation period.
Contractor recommends changes to the Award-Fee Plan.	30 business days prior to the start of an interim or final evaluation period.
The FDO notifies the Contractor of changes to the plan through the CO.	Prior to the start of the applicable period with an objective of 10 business days' notice.
FDO and Contractor mutually agree to changes that take effect during an award-fee evaluation period.	As agreed by the Contractor and FDO during the evaluation period.
Award-Fee Plan change takes effect.	Start of the applicable review period for changes prior to the start of the evaluation period. OR As mutually agreed for changes during an evaluation period.

6.3 Method for Changing Plan Coverage

The method to be followed for changing Award-Fee Plan emphasis is described below:

- Personnel involved in the administration of the award-fee provisions of the task order are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher Contractor performance levels, or improving the award-fee determination process. The recommended changes should be sent directly to the PEB Chairperson.
- Prior to the end of the interim evaluation period, the PEB chair will submit recommended Award-Fee Plan changes, if any, applicable to the next final evaluation period for approval by the

FDO with appropriate comments and justification. The FDO may refer the proposed changes to the PEB for additional evaluation, consideration, and recommendations.

- Prior to the end of the final evaluation period, the PEB will submit its recommended changes, if any, applicable for the next interim evaluation period for approval by the FDO with appropriate comments and justification. The FDO may refer the proposed changes to the PEB for additional evaluation, consideration, and recommendations.
- Before the beginning of each evaluation period, the CO will notify the Contractor, in writing, of the changes to be applied during the next period, and will request the Contractor's concurrence with such changes. If the Contractor is not provided with this notification, or if the notification is not provided at or before the beginning of the next period, then the existing plan will continue in effect for the next evaluation period.

7.0 CONTRACT TERMINATION

If the task order is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award-fee deemed earned for that period shall be determined by the FDO using the normal award-fee evaluation process. After termination for convenience, the remaining award-fee amounts allocated to all subsequent award-fee evaluation periods cannot be earned by the Contractor, and therefore, shall not be paid. In the event of a termination for convenience prior to the completion of Increment 1, any earned interim award-fee will be payable to the Contractor at settlement.

8.0 LIST OF APPENDICES

- Appendix 1. Award-Fee Organization
- Appendix 2. Evaluation Criteria
- Appendix 3. Performance Evaluation Process
- Appendix 4. List of Acronyms and Definitions

Appendix 1: Award-Fee Organization

The membership for the Award-Fee Organization for the Homeland Advanced Recognition Technology (HART) task order will be as follows:

Organization Role	Assigned Office & Position
Fee Determining Official (FDO)	DHS OBIM Deputy Director, or designee
Executive Agent (EA)	DHS OBIM HART Program Manager, or designee
Performance Evaluation Board (PEB) Chairperson	DHS OBIM, HART Increment 1 and Increment 2 Project Manager
PEB Members	<ul style="list-style-type: none"> • DHS OBIM HART Contracting Officer's Representative (COR) • DHS OBIM HART Lead Systems Engineer • DHS OBIM HART Lead Government Product Representative • Other DHS OBIM personnel (as assigned) • HART customers (as assigned)
Advisory Members to the PEB	As determined by the FDO
Senior Management Representatives	As determined by the FDO

Note: DHS: Department of Homeland Security
 NPPD: National Protection and Programs Directorate
 OBIM: Office of Biometric Identity Management

Appendix 2: Evaluation Criteria

The performance factors and evaluation criteria for each factor to be evaluated are identified below.

Evaluation Event / Deliverable	Award-Fee Amount (Maximum)
Task: Increment 1 (CLIN 0001) a) Accomplishment 1, Release Readiness Review (RRR) 1.1 as associated with Release 1 (Inc. 1/ Release 1 sub-CLINs 1.002, 1.003) b) Accomplishment 2, Release Readiness Review (RRR) 1.2 as associated with Release 2 (Inc. 1/ Release 2 sub-CLINs 1.004, 1.005, 1.006) c) Accomplishment 3, IOC	(b)(4) (b)(4) (b)(4)
Task: Post IOC Customer Migration (CLIN 0008) a) Accomplishment 4, Full migration	(b)(4) (b)(4)

The Contractor will be evaluated on its performance across the technical aspects of its proposed work program as described in its Performance Work Statement (PWS). The Contractor will be evaluated on the efficient and effective accomplishment of technical aspects of HART design and development.

1. Task: Increment 1

In the execution of Increment 1, there are three (3) opportunities to earn an award-fee: two interim award-fees during development of Increment 1 (Accomplishments 1 at (b)(4) and 2 at (b)(4)), and one final award-fee upon the successful completion of Increment 1 at IOC (Accomplishment 3 at (b)(4)).

- 1) Accomplishment 1: Release Readiness Review (RRR) 1.1 as associated with Release 1 (Inc. 1/ Release 1 sub-CLINs 1.002, 1.003)
 - a. (b)(4) (b)(4) of CLIN 1 award-fee amount for successful completion of RRR 1.1 without any conditions or deficiencies.
 - b. (b)(4) (b)(4) of CLIN 1 award-fee amount for successful completion of RRR 1.1 with one corrected condition or deficiency.
 - c. Forfeit (b)(4) of CLIN 1 of the award-fee amount for completion of RRR 1.1 with more than one condition or deficiency.

- 2) Accomplishment 2: Release Readiness Review (RRR) 1.2 as associated with Release 2 (Inc. 1/ Release 2 sub-CLINs 1.004, 1.005, 1.006)
 - a. (b)(4) (b)(4) of the CLIN 1 award-fee amount for successful completion of RRR 1.2 without any conditions or deficiencies.
 - b. (b)(4) (b)(4) the CLIN 1 award-fee amount for successful completion of RRR 1.2 with one corrected condition or deficiency.
 - c. Forfeit (b)(4) of the CLIN 1 award-fee amount for completion of RRR 1.2 with more than one condition or deficiency.

- 3) Accomplishment 3: Achieve IOC

- b. (b)(4) (b)(4) of the CLIN 1 award-fee amount for successful completion of all Increment 1 BPO objectives to achieve IOC within seventeen (17) months of effective start date.
- c. (b)(4) (b)(4) of CLIN 1 award-fee amount for successful completion of all Increment 1 BPO objectives to achieve IOC more than seventeen (17) months, but prior to eighteen (18) months of the effective start date.
- d. Forfeit (b)(4) of the CLIN 1 award-fee amount for completion of all Increment 1 BPO objectives to achieve IOC eighteen (18) or more months after the effective start date.

2. Task: Post IOC Customer Migration

In the execution of the Post IOC Customer Migration, there is only one opportunity for award-fee based on successful completion and final delivery of the task.

1) Accomplishment 4: Full Customer Migration

- a. (b)(4) (b)(4) of the CLIN 8 award-fee amount for successful migration of all required functionality for each OBIM customer within five (5) months without any negative impact to Government.
- b. (b)(4) of the CLIN 8 award-fee amount for successful migration of all required functionality for each OBIM customer within five and a half (5.5) months without any negative impact to Government.
- c. Forfeit (b)(4) of the CLIN 8 award-fee amount for exceeding five and a half (5.5) months to migrate all OBIM customers without any negative impact to Government.

3. Basis for Measuring Performance

The PEB will prepare a performance assessment memorandum that evaluates the criteria listed above based on the results from each SELC Gate Review. The sprint retrospective meetings will serve to provide feedback to the Contractor on its incremental progress.

Appendix 3: Performance Evaluation Process

The following are the activities associated with an end-of-period award-fee evaluation.

Action	Description
Record Performance Observations	PEB Members observe Contractor performance and accomplishment based on sprint retrospective reports and post-sprint demo after action reports.
Contractor Self-Evaluation	Contractor submits self-assessment within 10 business days of the end of the evaluation period, interim or final.
Initiate Information Collection Process (PEB Chair notifies PEB members)	<p>The PEB will convene and evaluate the Contractor's performance. To begin, the PEB collects following information:</p> <ul style="list-style-type: none"> • Contractor's written self-assessment (including recommended scores); and • SELC gate review data collected during the evaluation period. <p>The PEB Chairperson may request additional performance information from other Government personnel and/or units that are involved in observing the Contractor's performance, as appropriate.</p>
Performance Ratings	Upon review of the aforementioned data and information, the PEB then assigns performance ratings using the Evaluation Criteria identified in this plan.
Draft Award-Fee Performance Briefing and Draft Award-Fee Performance Memorandum (Due 20 business days after receipt of self-assessment)	Upon completion of the ratings, the PEB Chairperson will then prepare a draft Award-Fee Performance Briefing, which will contain all of the evaluation ratings and supporting rationale. In addition, the PEB Chairperson will also prepare the draft Award-Fee Performance Memorandum. The memorandum contains the initial evaluations of the Contractor's performance and the earned award-fee recommendation to the FDO. The PEB will also recommend any significant changes to the Award-Fee Plan for FDO approval. Once all of the PEB members agree, the PEB Chairperson will then provide the briefing, memorandum, and any recommended changes to the Award-Fee Plan to the EA for review and approval.
Draft Award-Fee Performance Memorandum and Briefing Approval	If the EA does not approve the Preliminary Award-Fee Memorandum or Briefing, the EA will send it back to the PEB Chairperson for the necessary corrections. This process will continue until the report and briefing are determined acceptable by the EA. Once the memorandum and briefing are determined acceptable, the EA will forward the memorandum and briefing to the FDO for review and approval. Following FDO approval, the EA will debrief the Contractor.

Action	Description
Preliminary Contractor Debriefing	The EA will then set up a formal meeting with the Contractor in which the Government and the Contractor will review the evaluation ratings and discuss the supporting conclusions. At this point, the Contractor will be offered the opportunity to provide a reclama and any other supporting information.
Reclama Process	If the Contractor provides a reclama and other supporting documentation, the PEB will reconvene and conduct an additional review to determine whether the additional documentation presents new information that could result in a change in the initial evaluation ratings. Upon completion of this review, the PEB will generate a final Award-Fee Performance Memorandum and Briefing that will capture all of the content of the original evaluations as well as any revisions. The updated memorandum document will identify those areas where evaluation revisions occurred and will provide reasoning for changes from initial ratings. If there are no changes in the evaluation, the PEB will so state in the Final Award-Fee Performance Memorandum.
Final Award-Fee Performance Memorandum Approval	<p>Upon concurrence of the PEB members, the PEB Chairperson will forward the Final Award-Fee Performance Memorandum and Briefing to the EA for review and approval. Once the memorandum and briefing are determined to be acceptable, the EA will forward the documents to the FDO for final review and approval.</p> <p>The FDO will review the Award-Fee Performance Memorandum and Briefing and identify any necessary corrections. The FDO will sign the final memorandum and provide the final version to the EA.</p>
Formal Contractor Debriefing	The EA will conduct a formal Contractor debriefing during which the signed memorandum will be delivered to the Contractor. The memorandum will communicate the final award-fee rating and state whether the Contractor has earned any award-fee for the evaluation period. The Government and the Contractor will discuss the final rating and any recommendations contained in the Final Award-Fee Performance Memorandum.
CO Review and Contract or Task Order Modification	The EA will forward a copy of the signed Award-Fee Performance Memorandum to the CO for the official task order file and action purposes. The CO will review the final report in order to determine whether it is in compliance with this Award-Fee Plan. Once determined acceptable, the CO will issue a task order or contract modification that allows the Contractor to bill for the amount of earned award-fee, if any.

Appendix 4: List of Acronyms and Definitions

Acronym	Word Expansion and Definition
AFRB	<u><i>Award-Fee Review Board</i></u> —see also PEB.
Award-Fee Performance Briefing	<u><i>Award-Fee Performance Briefing</i></u> —a written briefing containing the PEB’s evaluation of the Contractor’s performance and a recommendation for amount of earned award-fee. It is reviewed and approved by the EA and then provided by the Government to the Contractor for review. The Contractor can provide a reclama and additional information if it disagrees with the results.
CDR	<u><i>Critical Design Review</i></u>
CLIN	<u><i>Contract Line Identification Number</i></u>
CO	<u><i>Contracting Officer</i></u> —the cognizant Contracting Officer for resultant task order is the only person authorized to legally bind the Government.
COR	<u><i>Contracting Officer’s Representative</i></u>
EA	<u><i>Executive Agent</i></u> —responsible for determining the actual amount of award-fee earned by the Contractor and payable during each evaluation period.
FAR	<u><i>Federal Acquisition Regulation</i></u>
FDO	<u><i>Fee Determining Official</i></u> —the Government official charged with making the decision of whether to issue an award-fee and the percentage of the award-fee pool to be paid, if any.
Final Award-Fee Performance Memorandum	<u><i>Final Award-Fee Performance Memorandum</i></u> —a summary of the PEB review and associated findings. This memorandum is used in the end-of-period phase of the performance evaluation.
Final Award-Fee Evaluation	<u><i>Final Award-Fee Evaluation</i></u> —this takes place at the end of an award-fee evaluation period.
HART	<u><i>Homeland Advanced Recognition Technology</i></u>
IDENT	<u><i>Automated Biometric Identification System</i></u>
Interim Award-Fee Evaluation	<u><i>Interim Award-Fee Evaluation</i></u> —this takes place during the course of an evaluation period but prior to the Final Award-Fee Evaluation and may result in an award-fee payment recommendation. Depending upon the length of the evaluation period and the frequency of award-fee evaluations, there may be multiple interim evaluations during an evaluation period.
IOC	<u><i>Initial Operating Capability</i></u>
iRRR	<u><i>Incremental Release Readiness Review</i></u>
NPPD	<u><i>National Protection and Programs Directorate</i></u>
OBIM	<u><i>Office of Biometric Identity Management</i></u>
PEB	<u><i>Performance Evaluation Board</i></u> —(another name for an Award-Fee Review Board) is a group of Government officials that consists of a chairperson, the CO, other functional area participants, and advisor members; and other senior management representative(s) who represent outreach activities.
PWS	<u><i>Performance Work Statement</i></u>
Reclama	<u><i>Reclama</i></u> —a request to the duly constituted authority to reconsider its decision or its proposed action. In the case of the Award-Fee evaluation process, it is the documentation that the Contractor can provide to the evaluation board with additional information to explain why certain aspects of its performance may be criticized and to ask for reconsideration of its rankings.
RPR	<u><i>Release Planning Review</i></u>

TABLE 7-1. HART Deliverables

#	Format	Title
1	MS Office & Searchable PDF	Project Management Plan (to include Risk Management Plan)
2	MS Project	Integrated Master Schedule
3	MS Project	Integrated Master Schedule Updates
4	MS Office & Searchable PDF	System Requirements
5	Extract from Requirements Traceability Tool	Requirements Traceability Matrix
6	Extract from Requirements Traceability Tool	Requirements Traceability Matrix

(b)(4)

7	MS PowerPoint	HART System Architecture Design	(b)(4)
8	MS PowerPoint	HART System Architecture Design	
9	Searchable PDF	Application design for each custom software component	
10	MS Word and searchable PDF	System Testing Infrastructure design	
11	MS Word and searchable PDF	System Production infrastructure design	
12	MS Word and searchable PDF	Data architecture design for HART system identity and biometric image data storage	
13	MS Word and searchable PDF	Logical data store and data file designs necessary to implement HART system data architecture	
14	TBD	Physical data store and data file designs necessary to implement the HART system data architecture	

15	MS Office Excel	Test system Bill of Materials	(b)(4)											
16	MS Office Excel	Production system Bill of Materials	(b)(4)											
17	FBD	Infrastructure-equipment-delivery-to-DHS-Enterprise-Data-Centers	Deletedd											
18	Licenses and Software	Software licenses for each COTS, GOTS, or open-source application necessary to provision each test and production environment	(b)(4)	Develop and Maintain										
19	Licenses and Software	Software licenses for all data and data store management software required to implement the HART system data architecture	<i>Ibid</i>	Develop and Maintain										
20	Licenses and Software	Licenses for all software tools used to design and document the HART system – minimum of five (5) licenses per tool	<i>Ibid</i>	Develop and Maintain										
21	Licenses and Software	Licenses for each development tool used to develop the HART system application – minimum of five (5) licenses per tool	<i>Ibid</i>	Develop and Maintain										
22	Licenses and Software	Licenses for all testing tools introduced by the Contractor – minimum of five (5) licenses per tool	<i>Ibid</i>	Develop and Maintain										
23	Licenses and Software	Licenses for biometric examination and other software tools introduced into the BSC to accommodate the full population of examiners (i.e. 64 for fingerprint and 15 for face and iris)	<i>Ibid</i>	Develop and Maintain										

30	MS Office & Searchable PDF	IDENT to HART Data Store Migration and Conversion Plan	(b)(4)
31	Development Pipeline	All files and data stores holding the data used by the software tools used to design and document the HART system	
32	MS Office & Searchable PDF	HART biometric matcher interface specification	
33	MS Office & Searchable PDF	Test Plans for conducting each level of testing specified in the TEMP	
34	MS Office & Searchable PDF	Development Test Plan	
35	Automated Testing Procedures & Searchable PDF	Test Cases for each level of testing specified in the TEMP	
36	MS Office & Searchable PDF	Test Procedures for each test to be conducted	
37	MS Office & Searchable PDF	Test Problem Reports generated during each test	

38	MS Office & Searchable PDF	Regression test suites for use during testing	(b)(4)																	
39	MS Office & Searchable PDF	Summary reports summarizing each phase of testing																		
40	MS Office & Searchable PDF	Procedures for system installation and configuration																		
41	TBD	Procedures for system operation																		
42	TBD	Procedures for system application maintenance and enhancement																		
43	MS Office & Searchable PDF	Procedures for help desk personnel providing telephone support for the system																		
44	MS Office & Searchable PDF	Security Authorization Process and Security Accreditation documentation as required by the DHS Security Authorization Process Guide Version 11.1 including																		
45	MS Office & Searchable PDF	- Security Plan																		
46	MS Office & Searchable PDF	- Contingency Plan																		
47	MS Office & Searchable PDF	- Contingency Plan Test Results																		
48	MS Office & Searchable PDF	- Configuration Management Plan																		
49	MS Office & Searchable PDF	Security Assessment Plan		<i>Deleted</i>																
50	MS Office & Searchable PDF	Security Assessment Report		<i>Deleted</i>																
51	MS Office & Searchable PDF	Authorization to Operate Letter		<i>Deleted</i>																
52	MS Office & Searchable PDF	- Plan(s) of Action and Milestones	Must be in DHS security template.	As Required																
53	MS Office & Searchable PDF	- Interconnection Security Agreement (s)	Must be in DHS security template.	As Required																

67	MS PowerPoint	SELC Review presentations and required artifacts for each SELC gate review required by the final HART SELC Tailoring Plan	(b)(4)
68	MS Office & Searchable PDF	Operations Manual	
69	MS Office & Searchable PDF	User Manuals	
70	MS Office & Searchable PDF	Maintenance Manual	
71	MS Office & Searchable PDF	As-Built designs of each test and production installation	
72	MS Office & Searchable PDF	Business Continuity plans and updates	
73	MS Office & Searchable PDF	Disaster recovery plans and updates	
74	MS Office	Technology insertion packages for hardware or software to be added to the DHS Technical Reference Model (TRM)	
75	MS Office & Searchable PDF	End of contract Transition-Out Plan	
76	MS Project	End of Contract transition schedule	
77	MS Excel	Monthly Asset Report	
78	MS Excel	Annual Inventory Report	