

**Delivery Order
for US-VISIT
under
Department of State
Contract**

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3 PAGES

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

1. DATE OF ORDER 6/21/04		2. CONTRACT NO. (if any) S-LMAQM-02-F-5815		6. SHIP TO:	
3. ORDER NO. HSC HQ-04-F-00822		4. REQUISITION/REFERENCE NO. USV-4M-RQ002F 6035		b. NAME OF CONSIGNEE Dept. of Homeland Security, US-VISIT	
5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security		c. CITY Arlington		d. STATE VA	e. ZIP CODE 22209
7. TO:		f. SHIP VIA		8. TYPE OF ORDER	
9. NAME OF CONTRACTOR		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY - 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.	
E. COMPANY NAME Fleishman-Hillard		REFERENCE YOUR: 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.			
c. STREET ADDRESS 1615 L Street, NW SUITE 10000		e. STATE DC		f. ZIP CODE 20036	
d. CITY Washington		10. REQUISITIONING OFFICE US-VISIT			
9. ACCOUNTING AND APPROPRIATION DATA					

SEE ATTACHMENT A

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	
13. PLACE OF		a. INSPECTION		b. ACCEPTANCE	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2004	
				16. DISCOUNT TERMS Net 30 Days	

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)	
0001	Public information and education outreach for US-VISIT All work performed shall be in accordance with both the terms and conditions of State Department's contract S-LMAQ-02-F-581 and the attached US-VISIT task order Statement of Work. PERIOD OF PERFORMANCE: Effective date (Block 1) of order through September 30, 2004. Total work contemplated under this task order is estimated at \$2,493,588.18. This task order authorizes \$2,493,588.18	1	SV		2,493,588.18	18	
SEE BILLING INSTRUCTIONS ON REVERSE		18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20. INVOICE NO.	
		21. MAIL INVOICE TO:				17(h) TOT. (Cont. pages)	
		a. NAME Dept. of Homeland Security, US-VISIT					
		b. STREET ADDRESS (or P.O. Box) 1616 North Fort Myer Drive					
		c. CITY Arlington		d. STATE VA	e. ZIP CODE 22209	17(i) GRAND TOTAL \$2,493,588.18	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Mickey Jones
	TITLE: CONTRACTING/ORDERING OFFICER

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **USV-4M-RQ0035**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
USVISIT	000	VI	30-20-00-000	30-05-0000-00-00-00-00	GE-25-34-00	000000	\$2,493,588.18

US-VISIT
Public Information and Education
Campaign Architecture
(Illustrates Labor Breakdown and Other Direct Costs)

STATEMENT OF WORK
US-VISIT Public Information & Education Campaign
Communications Consulting Firm

I. OBJECTIVES

Background:

With the successful launch of Increment 1, the US-VISIT Program Office and the Outreach Team has laid a strong foundation for the future of this important national security program. A key element to the continued success of this international program is the ability to create and maintain awareness, understanding and acceptance for the process among foreign nationals worldwide traveling to the U.S. as well as among a number of domestic constituencies. With the entry components in place at air and seaports, milestones for 2004 will include the ongoing exit pilot, deadlines for machine readable passports and other issues regarding Visa Waiver travelers, land border issues, and performance metrics and measurements. In addition to these key areas, US-VISIT should maintain its level of outreach to inform and educate travelers, media and stakeholders to create positive perceptions of US-VISIT here and abroad.

Objectives:

The US-VISIT Program Office desires to continue creating and distributing informational materials that explain US-VISIT to international travelers, the air, land and sea industries, and other governmental and NGO stakeholders. The Program Office is also maintaining its active outreach program, including media relations, stakeholder outreach, and internal communications. Additional activities may include baseline and market research on the US-VISIT message to the stakeholders and recommendations for key speakers.

The US-VISIT Program office requires that the communications methods be coordinated, evaluated, updated and approved through the appropriate DHS and US-VISIT methodologies.

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The second increment of US-VISIT will be the focus of 2004. We must begin to educate the public, stakeholders and opinion leaders about the new procedures at our 50 busiest land borders and engage stakeholders to garner support, provide updates on the exit component, and maintain the overall level of positive visibility for the program as other issues come into play. And we must continue to ensure that the new procedures are known and followed by those responsible for implementing the new program.

II. Deliverables

A. Strategic Counsel

Working with the US-VISIT Outreach Team and the US-VISIT Program Office, the contractor will assist in providing strategic direction that will guide the ongoing implementation of the integrated public education and communications plan. The overall strategy will be to leverage all available points of contact and communications channels so that primary internal and external audiences can continue to be educated and informed.

This phase has four components:

1. Plan Development: The contractor will build on the current communications plan to include the milestones that US-VISIT will accomplish in 2004. Each milestone (as appropriate) will have an integrated education and outreach campaign with the appropriate tone that includes a unified overarching message, message platform, audience matrix, and delivery channels. These detailed plans will focus on internal and external audiences. Where applicable, the contractor will leverage existing resources of the client to deliver this plan. These plans will include creative, customizable tools, materials and processes designed to reach and inform key targeted audiences. **Deliverable Due Date: March 1, 2004.**

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(Illustrates Labor Breakdown and Other Direct Costs)

2. Media Relations/Events: As part of the overall plan, the contractor will provide daily media scans of the coverage on US-VISIT, analyze the coverage for issues and actions, provide rapid-response counsel, draft press related materials such as releases, letters-to-the-editor, opinion pieces, etc. The contractor will collaborate with DHS and the US-VISIT Outreach Team in implementing a media relations program to include identifying and creating media opportunities and events. The public education plan must continue to be targeted to reach both domestic and international audiences, and must include stakeholder and internal communications programs. The contractor will continue to develop and implement with DHS, US-VISIT, and others as appropriate, a strategy to specifically reach the foreign media.

3. Stakeholder Outreach: As part of the overall plan, the contractor will continue to coordinate outreach to key stakeholders, securing additional channels of communications and orchestrating speaking opportunities at appropriate venues. In addition, the contractor will work with the US-VISIT Program Office to assist with a specific land border engagement strategy and manage the stakeholder database tool.

4. On-Site Plan Management: The contractor will establish a team of professionals to facilitate integration and close coordination between contractor and government entity. Contractor may be required to put a senior manager on site.

B. Message Development

The contractor will coordinate and collaborate to update current messages and draft new messages with the approval of the US-VISIT Program Office and Outreach Team. Contractor must keep current a message matrix to be used by all parties in order to deliver consistent information to the public, press and staff. Contractor will assist in making all printed, written, or spoken information consistent with the messages in the matrix. The program may require some printed, written, or spoken messages and materials to be translated into a foreign language.

C. Materials Development

The contractor will assist in developing additional creative concepts and oversee the development or revisions of the program materials, such as print, web, audio/video, signage. The US-VISIT Program Office will specify the program

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(Illustrates Labor Breakdown and Other Direct Costs)

materials that require language specific translation services and desktop publishing.

C.1 Printing and Publishing

All material development deliverables that require printing or publishing shall be completed by the Government Printing Office (GPO). The contractor shall submit draft templates to the Task Manager for review and approval. Once approved, the Task Manager shall forward the templates to the appropriate source at the GPO to complete the requirement. The contractor shall not mass produce any printed items under this task order. The GPO is a required source for all government printing requirements.

D. Internal Communications

The contractor may be required to refine a communications program for internal audiences – DHS employees and State Department Post PAOs.

- Work with a existing representative group(s) of internal stakeholders to provide input and help champion the new program with their peers
- Identify materials needed to reach the audience
- Identify opportunities to communicate with internal audiences, such as e-mails, toolkits and newsletter articles
- Use the existing channels as appropriate

E. Campaign Evaluation

It will be important to measure the effectiveness of the campaign in as many ways as possible. Contractor may be required to work with foreign and domestic audiences to develop a feedback mechanism to assess the extent to which the materials were used and the messages were communicated. While this is largely anecdotal versus quantitative, it will provide a valuable means to evaluate the effectiveness of the campaign. Contractor may be required to:

- Arrange groups of opinion leaders in selected countries
- Set up initial and on-going meetings with opinion leaders
- Provide evaluations of training and materials for border inspectors and conduct surveys/interviews to determine effectiveness
- Random surveying of visitors being enrolled in US-VISIT

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Campaign Architecture
Security Clause #11

SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

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

BACKGROUND INVESTIGATIONS

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

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement

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4. Form 555, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Form G-736 – "Pre-Employment Suitability Check" (2 years employment verification)

The contractor using Form G-736 will provide documentation that previous employers of all new contract employees have been interviewed to ascertain the following information:

- a. Verification of employment history (dates, salary, job titles and duties for the most recent 2 years).
- b. Reason for leaving employment.
- c. Eligibility for re-hire.
- d. Name of person contacted.
- e. Name of employee doing the interview on behalf of the contractor.

The contractor shall conduct and provide the results of the pre-screening employment activity along with a credit check that is not more than 90 days old.

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

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

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

SECURITY MANAGEMENT

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

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

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

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

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INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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

US-VISIT Contract

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

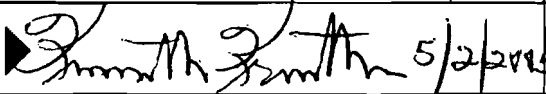
1. DATE OF ORDER 04/29/2005		2. CONTRACT NO. (if any) GS-23F-0117K		6. SHIP TO:	
ORDER NO. USHQPD-05-F-R00006		4. REQUISITION/REFERENCE NO. USV-5M-RQ0061		a. NAME OF CONSIGNEE US-VISIT	
5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security US-VISIT Acquisition Division OPO 1616 N. Ft. Myer Drive Suite 1800 Rosslyn va 22209				b. STREET ADDRESS 1616 NORTH FT MYER DRIVE	
				c. CITY ARLINGTON	e. ZIP CODE 22209
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR FLEISHMAN HILLARD INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS FLEISHMAN HILLARD INC 200 N BROADWAY STE 1800				REFERENCE YOUR:	
d. CITY SAINT LOUIS				e. STATE MO	
				f. ZIP CODE 631022796	
9. ACCOUNTING AND APPROPRIATIONS DATA See Schedule				10. REQUISITIONING OFFICE Department of Homeland Security	

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
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/31/2006
13. PLACE OF		16. DISCOUNT TERMS Net 30	
INSPECTION Destination	b. ACCEPTANCE Destination		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00011	Tax ID Number: [REDACTED] DUNS Number: 064622863+0000 Period of Performance: 05/02/2005 to 03/31/2010 CLIN 0001 Outreach Support (Base Year) Continued ...				1,868,778.00	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h). TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME Department of Homeland Security				\$1,868,778.00	17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) US-VISIT 1616 N. Fort Myer Drive Attention: Ms. Dana Schmitt					
	c. CITY Rosslyn	d. STATE VA	e. ZIP CODE 22209		\$1,868,778.00	

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Kenneth Kreutter TITLE: CONTRACTING/ORDERING OFFICER	
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The redaction on this page is being withheld under Exemption (b)(4)

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

PAGE OF PAGES

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

DATE OF ORDER
04/29/2005

CONTRACT NO.
GS-23F-0117K

ORDER NO.
HSHQPD-05-F-R00006

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Base Level of Effort: 30,000 Hours SLIN 0001A Services (Not to Exceed) [REDACTED] SLIN 0001B ODC (Not to Exceed) [REDACTED] Total CLIN 0001 - \$10,429,241.44 Fully Funded Obligation Amount: \$10,429,241.44 Incrementally Funded Amount: \$1,868,778.00 Accounting Info: USVIS5B V01 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 Funded: \$467,194.50 Accounting Info: USVIS5B V2A VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 Funded: \$467,194.50 Accounting Info: USVIS5B V2C VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 Funded: \$467,194.50 Accounting Info: USVIS5B VO3 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 Funded: \$467,194.50					
00012	CLIN 0002 Growth Option (Base Year) SLIN 0002A Growth Option #1 (Not to Exceed) 10,000 Hours \$ [REDACTED] SLIN 0002B Growth Option #2 (Not to Exceed) 10,000 Hours [REDACTED] Total CLIN 0002 \$3,581,244.36 Amount: \$3,581,244.36 (Option Line Item)					
00021	CLIN 1001 Outreach Support (Option Year 1) Base Level of Effort: 30,000 hours SLIN 1001A Services (Not to Exceed) \$ [REDACTED] SLIN 1001B ODC (Not to Exceed) [REDACTED] Total CLIN 0001 \$10,537,826.26 Amount: \$10,537,826.26 (Option Line Item)					
	Continued ...					

All redactions on this page are being withheld under Exemption (b)(4)

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

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

PAGE OF PAGES

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

DATE OF ORDER
04/29/2005

CONTRACT NO.
GS-23F-0117K

ORDER NO.
HSHQPD-05-F-R00006

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
00022	CLIN 1002 Growth Option (Option Year 1) SLIN 1002A Growth Option #1 (Not to Exceed) 10,000 Hours ██████████ SLIN 1002B Growth Option #2 (Not to Exceed) 10,000 Hours ██████████ Total CLIN 1002 \$3,652,869.26 Amount: \$3,652,869.26 (Option Line Item)					
00031	CLIN 2001 Outreach Support (Option Year 2) Base Level of Effort: 30,000 hours SLIN 2001A Services (Not to Exceed) ██████████ SLIN 2001B ODC (Not to Exceed) ██████████ Total CLIN 20001 \$10,648,582.79 Amount: \$10,648,582.79 (Option Line Item)					
00032	CLIN 2002 Growth Option (Option Year 2) SLIN 2002A Growth Option #1 (Not to Exceed) 10,000 Hours ██████████ SLIN 2002B Growth Option #2 (Not to Exceed) 10,000 Hours ██████████ Total CLIN 2002 \$3,725,926.64 Amount: \$3,725,926.64 (Option Line Item)					
00041	CLIN 3001 Outreach Support (Option Year 3) Base Level of Effort: 30,000 hours SLIN 3001A Services (Not to Exceed) ██████████ SLIN 3001B ODC (Not to Exceed) ██████████ Total CLIN 3001 \$10,761,554.45 Amount: \$10,761,554.45 (Option Line Item)					
00042	CLIN 3002 Growth Option (Option Year 3) SLIN 3002A Growth Option #1 (Not to Exceed) 10,000 Hours ██████████ SLIN 3002B Growth Option #2 (Not to Exceed) 10,000 Hours ██████████ Total CLIN 3002 \$3,800,445.18 Amount: \$3,800,445.18 (Option Line Item)					
00051	CLIN 4001 Outreach Support (Option Year 4) Continued ...					

All redactions on this page are being withheld under Exemption (b)(4)

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

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

PAGE OF PAGES

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

04/29/2005

GS-23F-0117K

HSHQPD-05-F-R00006

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Base Level of Effort: 30,000 hours SLIN 4001A Services (Not to Exceed) [REDACTED] SLIN 4001B ODC (Not to Exceed) [REDACTED] Total CLIN 4001 \$10,876,785.53 Amount: \$10,876,785.53 (Option Line Item)					
00052	CLIN 4002 Growth Option (Option Year 4) SLIN 4002A Growth Option #1 (Not to Exceed) 10,000 Hours [REDACTED] SLIN 4002B Growth Option #2 (Not to Exceed) 10,000 Hours [REDACTED] Total CLIN 4002 \$3,876,454.08 Amount: \$3,876,454.08 (Option Line Item)					
Total amount of award: \$71,890,929.99. The obligation for this award is shown in box 17(i).						

All redactions on this page are being withheld under Exemption (b)(4)

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

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 350)		RATING		PAGE OF PAGES 1 3		
2. CONTRACT (Proc. Inst. Ident.) NO. GS-23F-0117K				3. EFFECTIVE DATE 04/29/2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. USV-5M-RQ0061		
5. ISSUED BY Department of Homeland Security US-VISIT Acquisition Division OPO 1616 N. Ft. Myer Drive Suite 1800 Rosslyn va 22209		CODE DHS/OPO/US-VISIT		6. ADMINISTERED BY (if other than item 5) DHS US-VISIT Acquisition Division 1616 N. Ft. Myer Drive Suite 1800 Arlington VA 22209		CODE DHS/OPO/US-VISIT		
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) FLEISHMAN HILLARD INC FLEISHMAN HILLARD INC 200 N BROADWAY STE 1800 SAINT LOUIS MO 631022796				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)				
				9. DISCOUNT FOR PROMPT PAYMENT Net 30				
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:				ITEM				
CODE 0646228630000		FACILITY CODE		12. PAYMENT WILL BE MADE BY Department of Homeland Security US-VISIT 1616 N. Fort Myer Drive Attention: Ms. Dana Schmitt Rosslyn VA 22209				
11. SHIP TO/MARK FOR US-VISIT 1616 NORTH FT MYER DRIVE ARLINGTON VA 22209		CODE VA0901		CODE US-VISIT				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304 (c) () <input type="checkbox"/> 41 USC 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM		15B. SUPPLIES/SERVICES		15C. QTY		15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued								
15G. TOTAL AMOUNT OF CONTRACT							\$1,868,778.00	
16. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES		
	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS				
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	F	DELIVERIES OR PERFORMANCE			L	INSTR., CONDS., AND NOTICES TO OFFERORS		
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		
	H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>HSHQPD-05-Q-9999</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Kenneth Kreutter				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)				BY <u>Kenneth Kreutter</u> (Signature of the Contracting Officer)		5/2/2005		

7540-01-152-8069
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 26 (Rev. 4-86)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

REPLACED
VIA PO0001

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-23F-0117K

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
FLEISHMAN HILARD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: [REDACTED] DUNS Number: 064622863+0000 Delivery: 03/31/2006 FOB: Destination Period of Performance: 05/02/2005 to 03/31/2010				
00011	CLIN 0001 Outreach Support (Base Year) Base Level of Effort: 30,000 Hours SLIN 0001A Services (Not to Exceed) [REDACTED] SLIN 0001B ODC (Not to Exceed) [REDACTED] Total CLIN 0001 - \$10,429,241.44 Fully Funded Obligation Amount: \$10,429,241.44 Incrementally Funded Amount: \$1,868,778.00 Accounting Info: USVIS5B V01 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 Funded: \$467,194.50 Accounting Info: USVIS5B V2A VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 Funded: \$467,194.50 Accounting Info: USVIS5B V2C VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 Funded: \$467,194.50 Accounting Info: USVIS5B V03 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 Funded: \$467,194.50				
00012	CLIN 0002 Growth Option (Base Year) SLIN 0002A Growth Option #1 (Not to Exceed) 10,000 Hours [REDACTED] SLIN 0002B Growth Option #2 (Not to Exceed) 10,000 Hours [REDACTED] Total CLIN 0002 \$3,581,244.36 Amount: \$3,581,244.36 (Option Line Item)				
00021	CLIN 1001 Outreach Support (Option Year 1) Base Level of Effort: 30,000 hours SLIN 1001A Services (Not to Exceed) [REDACTED] SLIN 1001B ODC (Not to Exceed) [REDACTED] Total CLIN 0001 \$10,537,826.26 Amount: \$10,537,826.26 (Option Line Item)				
00022	CLIN 1002 Growth Option (Option Year 1) SLIN 1002A Growth Option #1 (Not to Exceed) 10,000 Hours [REDACTED] SLIN 1002B Growth Option #2 (Not to Exceed) 10,000 Hours [REDACTED] Continued ...				

All redactions on this page are being withheld under Exemption (b)(4)

REPLACED VIA PO00001

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-23F-0117K

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
FLEISHMAN HILLARD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total CLIN 1002 \$3,652,869.26 Amount: \$3,652,869.26 (Option Line Item)				
00031	CLIN 2001 Outreach Support (Option Year 2) Base Level of Effort: 30,000 hours SLIN 2001A Services (Not to Exceed) [REDACTED] SLIN 2001B ODC (Not to Exceed) [REDACTED] Total CLIN 20001 \$10,648,582.79 Amount: \$10,648,582.79 (Option Line Item)				
00032	CLIN 2002 Growth Option (Option Year 2) SLIN 2002A Growth Option #1 (Not to Exceed) 10,000 Hours [REDACTED] SLIN 2002B Growth Option #2 (Not to Exceed) 10,000 Hours \$ [REDACTED] Total CLIN 2002 \$3,725,926.64 Amount: \$3,725,926.64 (Option Line Item)				
00041	CLIN 3001 Outreach Support (Option Year 3) Base Level of Effort: 30,000 hours SLIN 3001A Services (Not to Exceed) [REDACTED] SLIN 3001B ODC (Not to Exceed) [REDACTED] Total CLIN 3001 \$10,761,554.45 Amount: \$10,761,554.45 (Option Line Item)				
00042	CLIN 3002 Growth Option (Option Year 3) SLIN 3002A Growth Option #1 (Not to Exceed) 10,000 Hours [REDACTED] SLIN 3002B Growth Option #2 (Not to Exceed) 10,000 Hours \$ [REDACTED] Total CLIN 3002 \$3,800,445.18 Amount: \$3,800,445.18 (Option Line Item)				
00051	CLIN 4001 Outreach Support (Option Year 4) Base Level of Effort: 30,000 hours SLIN 4001A Services (Not to Exceed) [REDACTED] SLIN 4001B ODC (Not to Exceed) [REDACTED] Total CLIN 4001 \$10,876,785.53 Amount: \$10,876,785.53 (Option Line Item)				
00052	CLIN 4002 Growth Option (Option Year 4) SLIN 4002A Growth Option #1 (Not to Exceed) 10,000 Hours [REDACTED] SLIN 4002B Growth Option #2 (Not to Exceed) 10,000 Hours [REDACTED] Total CLIN 4002 \$3,876,454.08 Amount: \$3,876,454.08 (Option Line Item)				
	Total amount of award: \$71,890,929.99. The obligation for this award is shown in box 15G.				

All redactions on this page are being withheld under Exemption (b)(4)

REPLACED VIA PO0001

All redactions on
this page are being
withheld under
Exemption (b)(4)

HSHQPD-05-F-R00006
April 1, 2005

BRIEF DESCRIPTION OF ORDER: This Order initiates and incrementally funds Delivery Order HSHQPD-05-F-R00006 which provides US-VISIT Public Information and Education Campaign support as set forth in the attached statement of work. This Delivery Order is on a Time and Material basis. The CLINS for this effort are listed in Section B.

<u>Goods or Services</u>	<u>Unit</u>	<u>QTY</u>	<u>Not to Exceed Amount</u>
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**US-VISIT Public Information and Education Campaign Support – Base Period
May 2, 2005 – March 31, 2006**

Line Item 0001A Support Services	Hours	30,000	[REDACTED]
Line Item 0001B ODC/Travel	Lot	1	[REDACTED]
Total			\$10,429,241.44

Except as modified herein, this order is subject to the terms and conditions of GSA contract number GS-23F-0117K, including all modifications thereto. Unless this order is modified, in writing, by the Contracting Officer, the Contractor is not authorized to perform beyond the period of performance specified above or obligate the Government in excess of the order total reflected above.

All redactions on
this page are being
withheld under
Exemption (b)(4)

HSHQPA-05-D-00006
April 1, 2005

Section A, Brief Description of Order. This Delivery order provides for support to the US-VISIT Public Information and Education Campaign. This Delivery Order is subject to the terms and conditions of Fleishman Hillard's Federal Supply Contract #GS-23F-0117K. In addition, the items set forth in this document are applicable to this Delivery Order.

Section B, Schedule of Supplies or Services, for this Delivery Order.

B.1 Base Year

CLIN/SLIN	Description	Qty	Unit	Total
0001	US-VISIT Public Information and Education Campaign (Base Year)			
0001A	Base Level of Effort	30,000	Hours	
0001B	Travel/ODC			
	Total NTE			\$10,429,241.44
0002	Growth Options (Base Year)			
0002A	Growth Option #001	10,000	Hours	
0002B	Growth Option #002	10,000	Hours	
	Total NTE			\$3,581,244.36
	TOTAL NTE			\$14,010,485.80

B.2 Option Year 1

CLIN/SLIN	Description	Qty	Unit	Total
1001	US-VISIT Public Information and Education Campaign (Option Year 1)			
1001A	Base Level of Effort	30,000	Hours	
1001B	Travel/ODC			
	Total NTE			\$10,537,826.26
1002	Growth Options (Option Year1)			
1002A	Growth Option #001	10,000	Hours	
1002B	Growth Option #002	10,000	Hours	
	Total NTE			\$3,652,869.26
	TOTAL NTE			\$14,190,695.52

All redactions on
this page are being
withheld under
Exemption (b)(4)

HSHQPD-05-F-R00006

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B.3 Option Year 2

CLIN/SLIN	Description	Qty	Unit	Total
2001	US-VISIT Public Information and Education Campaign (Option Year 2)			
2001A	Base Level of Effort	30,000	Hours	
2001B	Travel/ODC			
	Total NTE			
2002	Growth Options (Option Year1)			
2002A	Growth Option #001	10,000	Hours	
2002B	Growth Option #002	10,000	Hours	
	Total NTE			
	TOTAL NTE			

B.4 Option Year 3

CLIN/SLIN	Description	Qty	Unit	Total
3001	US-VISIT Public Information and Education Campaign (Option Year 3)			
3001A	Base Level of Effort	30,000	Hours	
3001B	Travel/ODC			
	Total NTE			
3002	Growth Options (Option Year1)			
3002A	Growth Option #001	10,000	Hours	
3002B	Growth Option #002	10,000	Hours	
	Total NTE			
	TOTAL NTE			

B.5 Option Year 4

CLIN/SLIN	Description	Qty	Unit	Total
4001	US-VISIT Public Information and Education Campaign (Option Year 4)			
4001A	Base Level of Effort	30,000	Hours	
4001B	Travel/ODC			
	Total NTE			
4002	Growth Options (Option Year1)			
4002A	Growth Option #001	10,000	Hours	
4002B	Growth Option #002	10,000	Hours	
	Total NTE			
	TOTAL NTE			

April 1, 2005

Section C, Statement of Work, for this Delivery Order – See Attachment 1.

Section F, Deliveries or Performance, for this Delivery Order is as follows:

The period of performance of this Delivery Order is May 2, 2005, through March 31, 2006. The Government may exercise the following Option Periods under this Delivery Order by providing a modification to the order. The Government will provide the Contractor a preliminary notification of its intent to extend 60 days prior to contract expiration. The preliminary notice does not commit the Government to exercising the Option.

Option Period 1	April 1, 2006 – March 31, 2007
Option Period 2	April 1, 2007 – March 31, 2008
Option Period 3	April 1, 2008 – March 31, 2009
Option Period 4	April 1, 2009 – March 31, 2010

Section G, Contract Administration Data, for this Delivery Order is as follows:

The Contractor shall notify the government when expenditures against this Delivery Order reach 75% of the funding provided.

The Contracting Officer for this Delivery Order is Mr. Ken Kreutter, (202) 298-5110, 1616 N. Fort Myer Drive Suite 1800, Rosslyn, VA 22209

The Administrative Contracting Officer for this Delivery Order is Mr. Robert Richards, (202) 514-5729, 1616 N. Fort Myer Drive Suite 1800, Rosslyn, VA 22209

The Contracting Officer Technical Representative (COTR) for this Delivery Order is Mr. Joseph Wolfinger, (202) 298-5119, 1616 N. Fort Myer Drive Suite 1800, Rosslyn, VA 22209

The Task Order Manager (TOM) for this Delivery Order is Ms. Anna Hincken, (202) 298-5281, 1616 N. Fort Myer Drive Suite 1800, Rosslyn, VA 22209

Invoices shall be submitted to Suite 1600(202) 298-5118, 1616 N. Fort Myer Drive, Suite 1800, Rosslyn, VA 22209

Section H, Special Contract Requirements, for this Delivery Order is as follows:

The Contractors Proposal dated January 27, 2005, is hereby incorporated by reference into the contract with the same force and effect as if set forth in full text.

Section I, Contract Clauses, for this Delivery Order is as follows

In addition to all clauses contained within the GSA contract the following Department of Homeland Security Acquisition Regulations are incorporated:

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1. HSAR 1452.204-70--Security Requirements for Unclassified Information Technology Resources [December 2003]

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission. The security requirements include, but are not limited to, how the Department of Homeland Security's sensitive information is to be handled and protected at the Contractor's site, (including any information stored, processed, or transmitted using the Contractor's computer systems), the background investigation and/or clearances required, and the facility security required. This requirement includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public, (e.g. such as bypassing a firewall).

(b) At the expiration of the contract, the contractor shall return all sensitive DHS information and

IT resources provided to the contractor during the contract, and a certification that all DHS information has been purged from any contractor-owned system used to process DHS information. Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(c) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and the Government Information Security Reform Act of 2000, and the Federal Information Security Management Act of 2002. The plan shall meet IT security requirements in accordance with Federal policies and procedures that include, but are not limited to OMB Circular A-114, Management of Federal Information Resources, Appendix III, and Security of Federal Automated Information Resources;

(d) Within thirty (14) days after contract award, the contractor shall submit for approval an IT Security Plan. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or quote that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

April 1, 2005

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will be according to the criteria of the Homeland Security Information Technology Security program Publication, DHS MD 4140.Pub., Volume I, Policy Guide, Part A, Sensitive Systems, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the approved accreditation documentation.

2. HSAR 1452.209-70 Prohibition on Contracts with Corporate Expatriates. (December 2003)

(a) Prohibitions. Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. 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 homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

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

“Foreign Incorporated Entity” means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, 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 after November 25, 2002, 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—

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(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 the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

(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 after the date of enactment of this Act and 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 Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

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- (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.

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107- 296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

3. HSAR 1452.211-70 – Index for Specifications (December 2003)

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specification. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

4. HSAR 1452.228-70 -- Insurance (December 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.147-2(a).
- (b) General liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.147-2(b).
- (c) Automobile liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.147-2(c).

5. HSAR 1452.237-70 – Qualifications of Contractor Employees (December 2003)

- (a) "Sensitive Information" is any information which if subject to unauthorized access, modification, loss, proprietary data, or misuse could adversely affect the national interest, the conduct of federal programs, or the privacy to which individuals are entitled under 5 USC §552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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- (b) 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.
- (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.
- (d) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.
- (e) An alien who has been lawfully admitted for permanent residence shall present an Alien Registration Receipt Card Form 1-15.1. An alien authorized to work shall present evidence from the Bureau of Immigration and Customs Service that employment will not affect his or her immigration status.
- (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.

6. HSAR 1452.237-71 -- Information Technology Systems Access for Contractors (December 2003)

- (a) No Contractor personnel shall start work under this contract that involves actual or potential access to sensitive information until they (1) approved for access, (2) have received a security briefing, or current refresher, about information technology security, from the appropriate Organizational Element (OE) Information Systems Security Officer (ISSO), and (3) have signed a non-disclosure form. This user security agreement is provided as an Attachment to this solicitation. By signing the aforementioned user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all DHS OE information technology resources and information related thereto. The COTR for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the non-disclosure documents signed and submitted by the Contractor employees as well as evidence of security training.
- (b) The Contractor shall have access only to those areas of DHS OE information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Information technology asset includes computer equipment, networking equipment, telecommunications equipment, cabling,

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network drives, computer drives, network software, computer software, software programs, intranet sites, and Internet sites. Any attempts by contractor personnel to gain access to any information -technology recourses not explicitly authorized by the statement of work, other terms and conditions in this contract, or approved in writing by the COTR is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract.

- (c) Contractor access to DHS networks from a remote location is a temporary privilege for the mutual convenience it offers while the Contractor performs business for the DHS OE. It is not a right, a guarantee, a condition of the contract, nor is it Government-Furnished Equipment (GFE).
- (d) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold DHS harmless and the Contractor will not request additional time or money under the contract for delay resulting from unauthorized use.

7 HSAR 1452.237-72 -- Contractor Personnel Screening for Unclassified Information Technology Access (December 2003)

- (a) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DHS or interconnected to a DHS network shall be screened at an appropriate risk assessment level. Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to DHS missions, as indicated in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (Initial Public Draft).
- (b) The Contractor shall afford DHS, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS data or to the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.
- (c) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

8. HSAR 1452.242-72 -- Contracting Officer's Technical Representative (December 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

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(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

9. Security Requirement

The Department of Homeland Security has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive DHS information, and that the Contractor will adhere to the following.

Suitability Determination

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

Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office through the COTR no less than thirty (14) days before the starting date of the contract or thirty (14) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- (a) Standard Form 85P, "Questionnaire for Public Trust Positions"
- (b) FD Form 258, "Fingerprint Card" (2 copies)
- (c) "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
- (d) "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

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

April 1, 2005

Be advised that unless an applicant requiring access to sensitive information has resided in the U.S. for three (3) of the past five (5) years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS information technology system. DHS will consider only U.S. Citizens and LPRs for employment on this contract. DHS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS information technology systems. By signing this contract, the Contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described. The Government will consider granting a waiver to this policy on a case-by-case basis to allow for the use of subject matter experts from other countries to participate in the development of the US-VISIT system.

At this time, DHS intends to transfer CBP/ICE clearances to the DHS level for personnel working on the US-VISIT Program. This will be done using a clearance transfer form. For contractor personnel that have DOD or other similar clearances from agencies that are not part of DHS, the DHS clearance/background investigation forms will have to be completed. However, if the contractor can prove that the current clearance included a single scope background investigation (SSBI) DHS will not repeat the background investigation and this will expedite the process. This approach to the use of current clearances is subject to change at the discretion of the government.

Continued Eligibility

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

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

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

The Contractor will report any adverse information coming to its attention concerning contract employees under the contract to the DHS's Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not

April 1, 2005

obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

The Security Office must be notified of all terminations/resignations within five (5) days of occurrence. The Contractor will return any expired DHS-issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

**STATEMENT OF WORK, 20 Dec 04
US-VISIT Public Information & Education Campaign**

I. OBJECTIVES

Background:

With the successful launch of Increment 1 and the successful award of a Prime Integration contract for US-VISIT to Accenture LLP, the US-VISIT Program Office has laid a strong foundation for the future of this important national security program. A key element to the continued success of US-VISIT is the ability to create and maintain awareness, understanding and acceptance among foreign nationals worldwide traveling to the U.S. as well as among a number of domestic constituencies. With the entry components in place at air and seaports, milestones for 2005 and beyond will include ongoing pilot programs, the roll out of additional increments based on the Congressionally-mandated schedule, deadlines and milestones regarding technical requirements for passports, expansions and changes in enrollment policies, overall issues management, and performance metrics and measurements. In addition to these key areas and milestones, US-VISIT should maintain its level of outreach to inform and educate travelers, media and stakeholders to create positive perceptions of US-VISIT domestically and abroad.

Objectives:

The US-VISIT Program Office and the Outreach Office desire to continue creating and distributing informational materials that explain US-VISIT to international travelers, the air, land and sea industries, and other governmental and NGO (Non-Governmental Organization) stakeholders and constituents. Public Information and Education support may also be required for other related emerging DHS Programs during the life of this contract. The US-VISIT Program Office is also maintaining an active outreach program, including media relations, stakeholder outreach, and internal communications. Additional activities may include tracking research to measure awareness and perceptions among key audiences.

Throughout the life of the contract, the US-VISIT Program office requires that the communications methods be coordinated, evaluated, updated and approved through the appropriate DHS and US-VISIT methodologies.

Parts of the second increment of US-VISIT will be the focus of 2005 and 2006. We must continue to educate the public, stakeholders and opinion leaders about the new procedures at our 50 busiest land borders and engage stakeholders to

gamer support, provide updates on the exit component, and maintain the overall level of positive visibility for the program as other issues come into play. And we must continue to ensure that the new procedures are known and followed by those responsible for implementing the new program.

II. Deliverables

A. Strategic Counsel

Working with the US-VISIT Outreach Office, the US-VISIT Program Office, and the DHS Public Affairs Team, the contractor will assist in providing strategic direction that will guide the ongoing implementation of the integrated public education and communications plan. The overall strategy will be to leverage all available points of contact and communications channels so that primary internal and external audiences can continue to be educated and informed.

This phase has four components:

1. Plan Development: The contractor will build a communications plan to address the key issues and program milestones for 2005 through 2010, focusing on internal and external audiences. Where applicable, the contractor will leverage existing resources of the client to deliver this plan. The plan will include creative, customizable tools, materials and processes designed to reach and inform key targeted audiences. The materials may include integrated print, web, audio/video, signage and graphic materials that can be tailored for each audience. Additionally, the contractor may be required to design and direct the production of all materials such as print, web, audio/video, signage and graphics.

2. Media Relations/Events: As part of the overall plan, the contractor will provide daily media scans of the coverage on US-VISIT and related DHS programs, analyze the coverage for issues and actions, provide rapid-response counsel, draft press related materials such as releases, letters-to-the-editor, opinion pieces, etc. The contractor will collaborate with DHS and the US-VISIT Outreach Directorate in implementing a media relations program to include identifying and creating media opportunities and events. The public education plan must continue to be targeted to reach both domestic and international audiences, and must include stakeholder and internal communications programs. The contractor will continue to develop and implement with DHS, US-VISIT, and others as appropriate, a strategy to specifically reach the foreign media.

3. Stakeholder Outreach: As part of the overall plan, the contractor will coordinate outreach to key stakeholders, securing additional channels of communications and orchestrating speaking opportunities at appropriate venues. In addition, the contractor will work with the US-VISIT Program Office and related programs, as required, assisting with a specific land border

engagement strategy and managing and updating a stakeholder database tool.

4. On-Site Plan Management: The contractor will establish a team of professionals to facilitate integration and close coordination between the contractor and government entities. The contractor may be required to place a senior manager on site at the US-VISIT Program Office.

B. Message Development

The contractor will coordinate and collaborate to draft and update messages with the approval of the US-VISIT Program Office, Outreach Directorate and DHS Public Affairs. The contractor must maintain and keep updated, a current message matrix to be used by all parties in order to deliver consistent information to the public, press and staff. The contractor will assist in making all printed, written, or spoken information consistent with the messages in the matrix.

C. Materials Development

The contractor will assist in developing additional creative concepts and oversee the development or revisions of the program materials, such as print, web, audio/video, and signage.

D. Internal Communications

The contractor may be required to refine a communications program for internal audiences – DHS employees and key representatives from other government agencies such as the Departments of State, Transportation and Justice. In addition, the contractor may be required to:

- Work with existing representative group(s) of internal stakeholders to provide input and help champion the new program with their peers
- Identify materials needed to reach the audience
- Identify opportunities to communicate with internal audiences, such as e-mails, toolkits and newsletter articles
- Use the existing channels as appropriate

E. Campaign Evaluation

It will be important to measure the effectiveness of the campaign in as many ways as possible. The contractor may be required to work with foreign and domestic audiences to develop a feedback mechanism to assess the extent to which the materials were used and the messages were communicated. While this may be largely anecdotal and qualitative, it will provide a valuable means to evaluate the effectiveness of the campaign. The contractor may be required to:

- Arrange groups of opinion leaders in selected countries
- Set up initial and on-going meetings with opinion leaders
- Provide evaluations of training and materials for border inspectors and conduct surveys/interviews to determine effectiveness
- Conduct random surveys of visitors being enrolled in US-VISIT

F. Contract Administration

The contractor will manage the administration of the contract according to federal procurement regulations.

III. Place of Performance:

Upon award of this contract the contractor will have a two-week period of time to work at the US-VISIT Program Office of Outreach and the incumbent contractor to transition on-going work. During the life of the contract the contractor will be required to perform work at various international locations including, but not limited to, United States, Europe, Asia, Canada and Mexico.

IV. Contracting Officer's Representative:

Mr. Joseph Wolfinger will serve as the contracting officer's representative. All deliverables and invoices will be submitted to:

Mr. Joseph Wolfinger,
1616 N. Fort Myer Drive, Arlington, Virginia.
Telephone: 202-298-5119
Email: Joseph.Wolfinger@dhs.gov

Ms. Anna Hinken will serve as the Technical Manager and provide daily interaction and guidance as required.

Ms. Anna Hinken/Ms. Kimberly Weissman
1616 N. Fort Meyer Drive, Arlington, VA
Telephone: 202-298-5026
Email: anna.hinken@dhs.gov

Ms Kimberly Weissman will serve as the Alternate Technical Manager and provide daily interaction and guidance as required.

Ms Kimberly Weissman
1616 N. Fort Meyer Drive, Arlington, VA
Telephone: 202 298-5026
Email: kimberly.weissman@dhs.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO P00001	3. EFFECTIVE DATE 05/26/2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Homeland Security US-VISIT Acquisition Division OPO 1616 N. Ft. Myer Drive Suite 1800 Rosslyn va 22209	CODE DHS/OPO/US-VISIT	7. ADMINISTERED BY (If other than Item 6) DHS US-VISIT Acquisition Division 1616 N. Ft. Myer Drive Suite 1800 Arlington VA 22209	CODE DHS/OPO/US-VISIT
8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code) FLEISHMAN HILLARD INC FLEISHMAN HILLARD INC 200 N BROADWAY STE 1800 SAINT LOUIS MO 631022796		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)	
CODE 0646228630000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-0117K HSHQPD-05-F-R0006 10B. DATED (SEE ITEM 13) 04/29/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

1) 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

Tax ID Number: [REDACTED]
DUNS Number: 064622863

The purpose of this modification is to (1) incorporate a revised Statement of Work (SOW); (2) add specific invoice requirements; (3) incorporate FAR 52.237-3 - Continuity of Services; and (4) replaces the task order's cover sheet.
Period of Performance: 05/02/2005 to 03/31/2010
See attachment.

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

15A. NAME AND TITLE OF SIGNER (Type or print) William B. Garber, Jr. Senior V.P. and Senior Partner		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Richards	
15. CONTRACTOR/OFFICER <i>William B. Garber, Jr.</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5/26/05	15B. UNITED STATES OF AMERICA <i>Robert Richards</i> (Signature of Contracting Officer)	15C. DATE SIGNED 5/26/05

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10/83)
Prescribed by GSA
FAR (48 CFR) 53.243

The redaction on this page is being withheld under Exemption (b)(4)

1. The purpose of this modification is to: (1) incorporate a revised Statement of Work (SOW); (2) add specific Invoice requirements; (3) incorporate FAR 52.237-3 - Continuity of Services; and (4) replace the task order's cover sheet.
2. A revised SOW is attached, which replaces the task order's existing SOW in its entirety.
3. The following paragraph is added to Section G, Contract Administration Data:

Invoices

Invoices shall be submitted to 1616 N. Fort Myer Drive, Suite 1800, Rosslyn, VA 22209 on a monthly basis. In order for the invoice to be valid, the following information must be provided on the invoice:

- Name and Address of Contractor
- Invoice Date and Number
- Contract Number or Procurement Instrument Number
- Task Order Number and Title/Name
- Period Covered by the Invoice
- Location Where Work is Performed
- Cumulative Amounts Billed by Task to Date
- Name and Address of Contractor Official to Whom Payment is to be Sent
- Taxpayer Identification Number

4. The following clause is incorporated into Section I, Contract Clauses, as paragraph 10:

Continuity of Services (JAN 1991) (FAR 52.237-3)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

5. The Standard Form 26 provided with the initial contract is replaced with the attached Optional Form 347.

6. All other terms and conditions remain the same.

STATEMENT OF WORK

US-VISIT PUBLIC INFORMATION & EDUCATION CAMPAIGN

26 May 2005

L. OBJECTIVES

Background:

With the successful launch of Increment 1 and the successful award of a Prime Integration contract for US-VISIT to Accenture LLP, the US-VISIT Program Office has laid a strong foundation for the future of this important national security program. A key element to the continued success of US-VISIT is the ability to create and maintain awareness, understanding and acceptance among foreign nationals worldwide traveling to the US as well as among a number of domestic constituencies. With the entry components in place at air and seaports, milestones for 2005 and beyond will include ongoing pilot programs, the roll out of additional increments based on the Congressionally-mandated schedule, deadlines and milestones regarding technical requirements for passports, expansions and changes in enrollment policies, overall issues management, and performance metrics and measurements. In addition to these key areas and milestones, US-VISIT should maintain its level of outreach to inform and educate travelers, media and stakeholders to create positive perceptions of US-VISIT domestically and abroad.

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Throughout the life of the contract, the US-VISIT Program office requires that the communications methods be coordinated, evaluated, updated and approved through the appropriate DHS and US-VISIT methodologies.

Parts of the second increment of US-VISIT will be the focus of 2005 and 2006. We must continue to educate the public, stakeholders and opinion leaders about the new procedures at our 50 busiest land borders and engage stakeholders to garner support, provide updates on the exit component, and maintain the overall level of position visibility for the program as other issues come into play. And we must continue to ensure

that the new procedures are known and followed by those responsible for implementing the new program.

II. DELIVERABLES

A. Strategic Counsel

Working with the US-VISIT Outreach Office, the US-VISIT Program Office, and the DHS Public Affairs Team, the contractor will assist in providing strategic direction that will guide the ongoing implementation of the integrated public education and communications plan. The overall strategy will be to leverage all available points of contact and communications channels so that primary internal and external audiences can continue to be educated and informed.

This phase has four components:

1. Plan Development: The contractor will build a communications plan to address the key issues and program milestones for 2005 through 2010, focusing on internal and external audiences. Where applicable, the contractor will leverage existing resources of the client to deliver this plan. The plan will include creative, customizable tools, materials and processes designed to reach and inform key targeted audiences. The materials may include integrated print, web, audio/video, signage and graphic materials that can be tailored for each audience. Additionally, the contractor may be required to design and direct the production of all materials such as print, web, audio/video, signage and graphics.
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3. Stakeholder Outreach: As part of the overall plan, the contractor will coordinate outreach to key stakeholders, securing additional channels of communications and orchestrating speaking opportunities at appropriate venues. In addition, the contractor will work with the US-VISIT Program Office and related programs, as required, assisting with a specific land border engagement strategy and managing and updating a stakeholder database tool.
4. On-Site Plan Management: The contractor will establish a team of professionals to facilitate integration and close coordination between the contractor and government entities. The contractor may be required to place a senior manager on site at the US-VISIT Program Office.

B. Message Development

The contractor will coordinate and collaborate to draft and update messages with the approval of the US-VISIT Program Office, Outreach Directorate and DHS Public Affairs. The contractor must maintain and keep updated, a current message matrix to be used by all parties in order to deliver consistent information to the public, press and staff. The contractor will assist in making all printed, written, or spoken information consistent with the messages in the matrix.

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- Work with existing representative groups of internal stakeholders to provide input and help champion the new program with their peers
- Identify materials needed to reach the audience
- Identify opportunities to communicate with internal audiences, such as e-mails, toolkits and newsletter articles
- Use the existing channels as appropriate

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It will be important to measure the effectiveness of the campaign in as many ways as possible. The contractor may be required to work with foreign and domestic audiences to develop a feedback mechanism to assess the extent to which the materials were used and the messages were communicated. While this may be largely anecdotal and qualitative, it will provide a valuable means to evaluate the effectiveness of the campaign. The contractor may be required to:

- Arrange groups of opinion leaders in selected countries
- Set up initial and on-going meetings with opinion leaders
- Provide evaluations of training and materials for border inspectors and conduct surveys/interviews to determine effectiveness
- Conduct random surveys of visitors being enrolled in US-VISIT

F. Contract Administration

The contractor will manage the administration of the contract according to federal procurement regulations.

1. Program Management

The Contractor shall submit a Program Management Plan (PMP) for Government approval. Upon approval of the PMP, the Contractor shall comply with this plan. The PMP shall identify the Contractor's management, organization, authority, responsibility, controls, and the extent to which these components apply to this contract. The Contractor shall not deviate from the approved PMP until the Contractor submits and the Government approves changes to the PMP. The PMP shall detail the Contractor's methodology to ensure that the requirements set forth in this SOW are met. At a minimum, the Contractor shall perform the following tasks in managing the US-VISIT Public Information & Education Campaign Contract:

- (a) Provide input to the detailed Government Work Breakdown Structure (WBS) and associated schedules of work that reflect and track the delivery of products as specified by this SOW;
- (b) Use methods and metrics for assessing the schedule, technical performance of the work, and risks of this program;
- (c) Use procedures for relating costs and risks to schedule and technical performance, to assess the impact of risks and costs on successful completion of the US-VISIT public information and education campaign work efforts' and
- (d) Designate a Program Manager (PM) who is responsible for integrating and maintaining the total Contractor effort as described in this SOW. The PM shall be prepared at all time, given reasonable notice, to present and discuss with the US-VISIT the status of contract activities.

Deliverable: Program Management Plan

2. Program Management Reviews (PMR)

The Contractor shall participate in the US-VISIT PMR. PMRs will be held bi-monthly at the US-VISIT offices located in Rosslyn, VA. However, at any time the Government has the right to change locations and schedule. The purpose of the PMR is to provide a forum in which, the Contractor's progress in meeting the requirements of the contract can be formally presented to the US-VISIT Program Manager and the Directors. The Contractor shall report on all aspects of the US-VISIT public information and education campaign. Additionally, the PMR affords both the Government and the Contractor an opportunity to discuss existing or potential barriers to successful Contractor performance of contract requirements.

The PMR shall include, but not be limited to:

- (a) Presentation of cost, schedule, and technical performance status of the contract, including specific coverage of problem areas and any known or anticipated variances in contract milestones, schedules, or technical performance parameters;

- (b) Accomplishments since the last PMR;
- (c) Planned accomplishments prior to the next PMR; and
- (d) Program risks and status of risk-handling measures.

The PMR sessions are attended by the US-VISIT Director and Deputy Director, Office Directors, and Government and Contractor personnel.

Deliverable: PMR Presentation

3. Monthly Status Report

The Contractor shall submit a Monthly Status Report (MSR) to keep the Government informed of the cost, schedule, and technical status of the program. The MSR shall report the data and provide narrative to measure cost and schedule performance variances and other contract issues. Discussion of cost and schedule variances shall provide specific information regarding the disposition, overall impact, and plans of action (with projected dates of implementation.) The Contractor shall also provide a Contract Funds Status Report (CFSR), which supports the CPR.

4. Risk Management Program

The Contractor shall implement a formal joint Contractor/Government risk management process. The risk management process will be closely integrated with existing cost, schedule and systems engineering management processes and metrics, and be consistent with the program management structure. The risk management process will provide for:

- (a) Continuous assessment of program cost, schedule and performance plans and objectives in order to identify risk at the earliest practical point.
- (b) Development of risk handling alternatives that support decision-making by clearly identifying cost, schedule, performance and risk trade-offs; success criteria and measurement processes; and control mechanisms.
- (c) Implementation of risk handling plans via a process that supports regular reviews of progress.
- (d) Periodic review of risk and risk handling status at appropriate program levels.
(NOTE: These periodic reviews shall be part of the bi-monthly program management reviews.)

5. Integrated Master Schedule (IMS)

The Contractor shall provide input to the Government IMS. The IMS will define in greater detail the effort necessary to comply with Delivery or Performance Schedules set forth in the contract. Any other schedules that may be generated during the contract shall not conflict with IMS. The IMS shall integrate all significant events and deliverables. The IMS includes significant dates for events and deliveries required during the period of

performance of the contract. The contractor shall provide a list of updates and changes to the IMS on a monthly schedule.

III. PLACE OF PERFORMANCE:

Upon award of this contract the contractor will have a two-week period of time to work at the US-VISIT Program Office Outreach and the incumbent contractor to transition on-going work. During the life of the contract the contractor will be required to perform work at various international locations including, but not limited to, United States, Europe, Asia, Canada and Mexico.

IV. CONTRACTING OFFICER'S REPRESENTATIVE:

Mr. Joseph Wolfinger will serve as the contracting officer's representative. All deliverables and invoices will be submitted to:

Mr. Joseph Wolfinger,
1616 N. Fort Myer Drive, Arlington, VA
Telephone: 202-298-5119
Email: Joseph.Wolfinger@dhs.gov

Ms. Anna Hinken will serve as the Technical Manager and provide daily interaction and guidance as required.

Ms. Anna Hinken
1616 N. Fort Myer Drive, Arlington, VA
Telephone: 202-298-5026
E-mail: anna.hinken@dhs.gov

Ms. Kimberly Weissman will serve as the Alternate Technical Manager and provide daily interaction and guidance as required.

Ms. Kimberly Weissman
1616 N. Fort Myer Drive, Arlington, VA
Telephone: 202-298-5026
E-mail: Kimberly.weissman@dhs.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 07/25/2005	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Homeland Security US-VISIT Acquisition Division OPO 1616 N. Ft. Myer Drive Suite 1800 Rosslyn va 22209	CODE DHS/OPO/US-VISIT	7. ADMINISTERED BY (If other than Item 6) DHS US-VISIT Acquisition Division 1616 N. Ft. Myer Drive Suite 1800 Arlington VA 22209	CODE DHS/OPO/US-VISIT
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FLEISHMAN HILLARD INC FLEISHMAN HILLARD INC 200 N BROADWAY STE 1800 SAINT LOUIS MO 631022796		9A. AMENDMENT OF SOLICITATION NO. 98. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-0117K HSHQPD-05-F-R00006 10B. DATED (SEE ITEM 13) 04/29/2005	
CODE 0646228630000	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 number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided 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 Net Increase: \$2,500,000.00

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-3
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

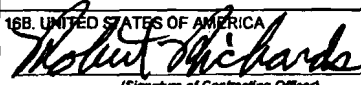
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: [REDACTED]
DUNS Number: 064622863
The purpose of this modification P00002 is to provide incremental funding.
LIST OF CHANGES:

Obligated Amount for this Modification: \$2,500,000.00
New Total Obligated Amount for this Award: \$4,368,778.00
Incremental Funded Amount changed from \$1,868,778.00 to \$4,368,778.00

See Attached.
Delivery: 03/31/2006
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Richards
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/26/05

The redaction on this page is being withheld under Exemption (b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-23F-0117K/HSHQPD-05-F-R00006/P00002

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NAME OF OFFEROR OR CONTRACTOR
 FLEISHMAN HILLARD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Discount Terms: Net 30 Period of Performance: 05/02/2005 to 03/31/2010 Delivery Location Code: VA0901 US-VISIT 1616 NORTH FT MYER DRIVE ARLINGTON VA 22209				

Except as modified herein, this order is subject to the terms and conditions of the contract number GS-23F-0117K including all modifications thereto. The following is to be incorporated into the basic task order HSHQPD-05-F-R00006:

BRIEF DESCRIPTION OF ORDER: This Order provides incremental funding for Item No.00011

1. **Section A, Brief Description of Order.** Task Order 00006 Mod P00002 provides an additional \$2,500,000.00 of incremental funding bringing the total incrementally funded amount to \$4,368.778.00.

Period of Performance: Base Year: May 2, 2005 through March 31, 2006 **Order Total:** \$10,429,241.44.

Unless the Contracting Officer modifies this order, in writing, the Contractor is not authorized to perform beyond the period of performance specified above or incur costs in excess of the order total reflected above

2. **Section G, Contract Administration Data,** for this Task Order is as follows: "Incremental funding in the amount of \$2,500,000.00 is provided with this task order modification". The accounting and appropriation data for these funds are:

USVIS5B V01 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$625,000
 USVIS5B V2A VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$625,000
 USVIS5B V2C VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$625,000
 USVIS5B V03 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE- OE-25-00 000000 \$625,000

Funds were provided by Requisition Number USV- 5M- RQ0136.

Incremental funding to date has been provided as follows:

Date	TO/MOD	Appropriation	Amount
5/02/05	Original	USVIS5B V01 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000	\$467,194.50
		USVIS5B V2A VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000	\$467,194.50
		USVIS5B V2C VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000	\$467,194.50

USVIS5B V03 VJ 30-20-00-000
30-05-0000-00-00-00-00 GE-0E-25-00
000000 \$467,194.50

Incremental funding per this modification (see above) \$2,500,000.00

Total funding to date \$4,368,778.00

The Contractor shall notify the government when expenditures against this task order reach 75% of the incremental funding provided.

END OF MODIFCATION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00003	07/27/2005	USV-5M-RQ0138	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Department of Homeland Security US-VISIT Acquisition Division OPO 1616 N. Ft. Myer Drive Suite 1800 Rosslyn va 22209	DHS/OPO/US-VISIT	DHS US-VISIT Acquisition Division 1616 N. Ft. Myer Drive Suite 1800 Arlington VA 22209	DHS/OPO/US-VISIT
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
FLEISHMAN HILLARD INC FLEISHMAN HILLARD INC 200 N BROADWAY STE 1800 SAINT LOUIS MO 631022796		(x)	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		GS-23F-0117K	
		HSHQPD-05-F-R00006	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	04/29/2005	
0646228630000			

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 number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

Net Increase: \$766,000.00

See Schedule

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

(a)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	FAR 52.243-3
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: [REDACTED]
DUNS Number: 064622863
The purpose of this modification P00003 is to provide incremental funding.
LIST OF CHANGES:
Obligated Amount for this Modification: \$766,000.00
New Total Obligated Amount for this Award: \$5,134,778.00
Incremental Funded Amount changed: from
\$4,368,778.00 to \$5,134,778.00

The redaction on this page is being withheld under Exemption (b)(4)

See Attached for Accounting Codes
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robert Richards	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Robert Richards</i> (Signature of Contracting Officer)	7/28/05

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-23F-0117K/HSHQPD-05-F-R00006/P00003

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NAME OF OFFEROR OR CONTRACTOR
FLEISHMAN HILLARD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 03/31/2006 FOB: Destination Discount Terms: Net 30 Period of Performance: 05/02/2005 to 03/31/2010 Delivery Location Code: VA0901 US-VISIT 1616 NORTH FT MYER DRIVE ARLINGTON VA 22209				

Except as modified herein, this order is subject to the terms and conditions of the contract number GS-23F-0117K including all modifications thereto. The following is to be incorporated into the basic task order HSHQPD-05-F-R00006:

BRIEF DESCRIPTION OF ORDER: This Order provides incremental funding for Item No.00011

1. **Section A, Brief Description of Order.** Task Order 00006 Mod P00003 provides an additional \$766,000.00 of incremental funding bringing the total incrementally funded amount to \$5,134,778.00.

Period of Performance: Base Year: May 2, 2005 through March 31, 2006 **Order Total:** \$10,429,241.44.

Unless the Contracting Officer modifies this order, in writing, the Contractor is not authorized to perform beyond the period of performance specified above or incur costs in excess of the order total reflected above

2. **Section G, Contract Administration Data,** for this Task Order is as follows: "Incremental funding in the amount of \$766,000.00 is provided with this task order modification". The accounting and appropriation data for these funds are:

USVIS5B V01 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$191,500
USVIS5B V2A VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$191,500
USVIS5B V2C VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$191,500
USVIS5B V03 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE- OE-25-00 000000 \$191,500

Funds were provided by Requisition Number USV- 5M- RQ0138.

Incremental funding to date has been provided as follows:

Date	TO/MOD	Appropriation	Amount
5/02/05	Original	USVIS5B V01 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000	\$467,194.50
		USVIS5B V2A VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000	\$467,194.50
		USVIS5B V2C VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000	\$467,194.50

USVIS5B V03 VJ 30-20-00-000
30-05-0000-00-00-00-00 GE-OE-25-00
000000 \$467,194.50

5/25/05 Funding provided by P00002:

USVIS5B V01 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$625,000
USVIS5B V2A VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$625,000
USVIS5B V2C VJ 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000 \$625,000
USVIS5B V03 VJ 30-20-00-000 30-05-0000-00-00-00-00 GE- OE-25-00 000000 \$625,000

Incremental funding per this modification (see above) \$766,000.00

Total funding to date \$5,134,778.00

The Contractor shall notify the government when expenditures against this task order reach 75% of the incremental funding provided.

Mr. Rex B. Reagan hereby replaces Mr. Joe Wolfinger as the COTR for this Task Order.

END OF MODIFCATION