Department of Homeland Security

US-VISIT Prime

No. HSSCHQ-O4-D-0096

May 28, 2004

Revision 0001 – February 11, 2005

US-VISIT

US-VISIT Program Office

Record of Changes

Change #	Date of Change	Purpose	Pages
0001	February 11, 2005	See Summary Sheet	Reissue – All pages

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Section A   Solicitation, Offer and Award

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	▶	RATING	PAGE OF PAGES 1 ξ

2. CONTRACT NUMBER HSSCHQ-04-D-0096	3. SOLICITATION NUMBER HSSCHQ-04-R-0096	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	5. DATE ISSUED 11/28/2003	6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY CODE ☐ Department of Homeland Security Office of Procurement Operations 245 Murray Drive, SE, Building 410 Washington, DC 20528	8. ADDRESS OFFER TO (If other than Item 7) US-VISIT Program Office Department of Homeland Security 1616 N. Fort Myer Drive Rosslyn, VA 22209

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and   6   copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in   I __2:00 p.m. __ local time   1/22/2004.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. Offerors are advised that this solicitation has multiple delivery dates, See Section L.11 for details on submittal dates and required documentation

10. FOR INFORMATION CALL:	▶	A. NAME Michael E. Jones	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 205-0140 EXT.	C. E-MAIL ADDRESS Mickey.Jones@dhs.gov

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(3)	SEC.	DESCRIPTION	PAGE(S)	(3)	SEC.	DESCRIPTION	PAGE(S)
		PART I – THE SCHEDULE				PART II– CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICE/COST				PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS	
X	F	DELIVERIES OR PERFORMANCE				AND OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within   calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of aAmendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ☒ ABOVE – ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD (*To be completed by Government*)		
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (*4 copies unless otherwise specified*) ▶	ITEM

24. ADMINISTERED BY (*If other than Item 7*)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (*Type or print* Miachel E. Jones)	27. UNITED STATES OF AMERICA (*Signature of Contracting Officer*)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Section B   Supplies or Services and Prices

B.1   Supplies and/or Services To Be Ordered

The Contractor shall provide the following supplies and services in accordance with the terms and conditions of this contract, for the period of performance identified in Section F and other terms and conditions of the contract. All work will be accomplished using cost-reimbursable, fixed price, or other Indefinite Delivery/Indefinite Quantity (ID/IQ) contracting methods. These methods will provide for the acquisition of necessary labor, supplies, and other services as required by each task order.

Each Task Order shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity" found in Section I. The Government's obligation for the indefinite quantity is limited to that specified in Section B.2.

Delivery orders for all Contract Line Item Numbers (CLINs) are subject to the availability of Government funding when determining the order period and quantities for supplies and services.

B.2   Guaranteed Minimum Quantity of Work

The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of task orders, will be $10,000,000. The maximum value that can be ordered under the ID/IQ provisions of this contract is $10,000,000,000.

B.3   Supplies or Services and Prices/Costs

The individual task orders will contain the Contract Line Item (CLIN) to be utilized on that task order. The time and Material Labor Categories and Rates to be utilized on this contract are in Attachment J-2.

Section C   Statement of Work

C.1   Mission and Vision of the US-VISIT Program

Mission

The mission of the United States Visitor and Immigrant Status Indicator Technology (US-VISIT) Program within the Department of Homeland Security (DHS) is to collect, maintain, and share information on foreign nationals, including biometric identifiers, through a dynamic, interoperable system that determines whether the individual:

- Should be prohibited from entering the U.S.
- Can receive, extend, change, or adjust immigration status
- Has overstayed or otherwise violated the terms of their admission
- Should be apprehended or detained for law enforcement action
- Needs special protection/attention (i.e., refugees).

As part of this mission, the US-VISIT Program will satisfy the legislative mandates while providing an information-rich solution that better informs the border management decision makers and improves upon the information available to support the pre-entry, entry, status management, exit, and analysis processes.

To accomplish its mission, the US-VISIT Program has established four goals:

1. Enhance national security

2. Facilitate legitimate trade and travel

3. Ensure the integrity of our immigration system

4. Deploy the program in accordance with existing privacy laws and policies.

Vision

The vision of the US-VISIT Program is to deploy end-to-end management of processes and data on foreign nationals to the United States covering their interactions with U.S. officials before they enter, when they enter, while they are in the U.S., and when they exit. This comprehensive view of border management leads to the creation of a "virtual border" and will set the course for improved business processes across the Government stakeholder community for management of information on foreign visitors.

US-VISIT Program responsibilities begin when a foreign national petitions for entrance, applies for a visa at a consular office, or applies for enrollment in the expedited travel program. The US-

VISIT Program will support pre-entry processes by using collected biographic, biometric, and previous travel and visa information to authenticate single identity, match against watch lists, and support visa and other decision making for issuance of travel documents.

As foreign national travelers check in for flights or board planes or ships for the United States, manifest data will be checked against identity and watch list information to make advance admit/no admit decisions and pre-position information to support the inspection process and inspectors at primary in the ports of entry (POEs). Land border POEs will not have the same opportunity to review manifest or advance arrival data; therefore, technology must be used to pre-position biographic and biometric data for inspection purposes and facilitate the inspection and entry processes.

During the inspection process, machine-readable, tamper-resistant travel documents will be read, biometrics collected, and entry data—including class and duration of admission—will be recorded. Travelers, who appear on watch lists, whose identities cannot be verified, or who attempt entry using fraudulent documents will be efficiently sent to secondary inspection. An ongoing analysis capability will continually screen the US-VISIT records of foreign nationals against watch lists, perform risk assessment, and tag their records for appropriate reporting and action.

While in this country, foreign national visitors can accrue immigration benefits and information supporting those benefits may change. The US-VISIT Program will keep track of this as well as identify travelers who have overstayed their visas. The reporting of this information will make it possible to take appropriate action.

As foreign national travelers leave the U.S., their exit will be recorded and, if warranted based on watch list screening results, immediate detainment action will be taken. Entry and exit records will be matched and visa compliance will be determined and maintained along with travel history.

A mission operations capability, including an Enterprise-Wide Mission Operations Center, will be established nationwide with the ability to provide real-time adjustments in staffing, inspection priorities, and threat levels as required by policy or the current situation at each POE.

The data acquired by the US-VISIT Program should prove to be increasingly useful as it accumulates. Initially, this data will be used to develop resource and staffing projections across the POEs. As more entry and exit information becomes available, the US-VISIT Program will enable traffic, travel, and traveler analysis. The traveler analysis will contribute to foreign national risk assessment that spans the virtual border, as well as support strategic planning for integrated border management and analysis performed by the Intelligence Community.

The US-VISIT Program will improve data interoperability across the border management stakeholder community and build up an infrastructure that will work hand-in-hand with the emerging DHS Enterprise Architecture.

The long-term vision for the US-VISIT Program will be realized through the implementation of standard business processes that work with technology and information systems at all land, sea, and air POEs. The US-VISIT Program must look to the application of appropriate technology and business process reengineering to address the constraints of limited space, infrastructure, and facilities facing many of the POEs.

When the vision is fully realized, the US-VISIT Program will contribute to the border management goals and will provide our citizens and visitors with a more expeditious and secure border-crossing process.

C.2 US-VISIT Program Office

The US-VISIT Program Office was officially established in July 2003 to manage all aspects of the US-VISIT Program. Because of the priority placed on this program by the Secretary of the Department of Homeland Security, the Program Office reports directly to the Under Secretary for Border and Transportation Security (BTS). Figure C–1 depicts the organization structure of the US-VISIT Program Office. To ensure achievement of the US-VISIT mission and goals, the Program Office has the responsibility to develop and manage the acquisition of a Prime Contractor to partner with the Government in the design, development, and implementation of the US-VISIT Program vision.
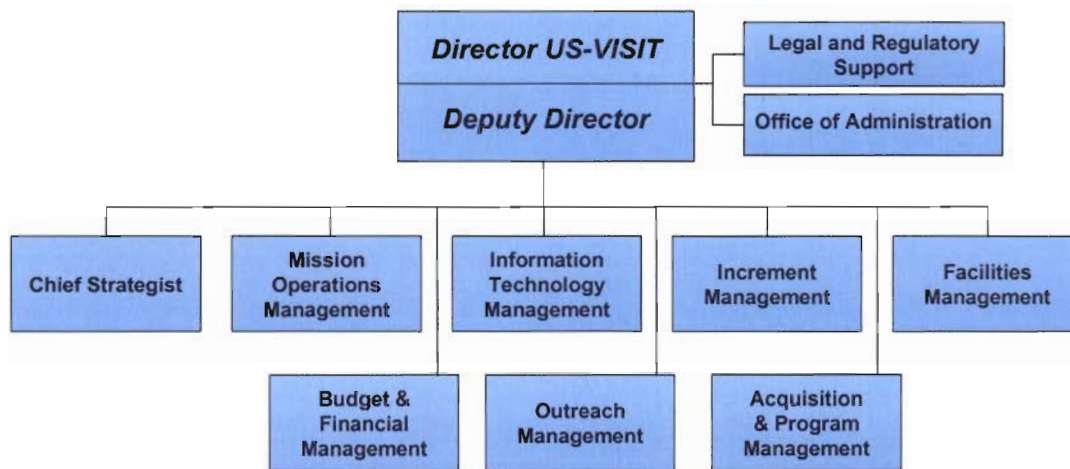
Figure C–1. US-VISIT Program Office Organizational Structure

C.3 Purpose

The US-VISIT Program intends to modernize and integrate a number of information-processing systems and infrastructure elements that support border management missions and enable system interoperability among the Government stakeholders (See Figure C–3).

The Contractor will provide design, integration, and solution implementation of existing and reengineered business processes, IT systems, technology assets, training, and organizational change management to help the Government secure the Nation's borders while enhancing traffic flow for individuals entering and exiting the U.S. for legitimate purposes.

This Statement of Work (SOW) describes the scope of the Contractor obligations under this contract. The task orders issued under this SOW will utilize a performance-based approach, where appropriate, for providing the Contractor maximum flexibility in developing cost-effective designs and open systems-based solutions to meet the program goals and objectives. The requirements of this SOW will apply to all task order work assigned under this contract.

C.4   US-VISIT Program Background

The border management stakeholder community is concerned with preventing the illegal entry of people and goods into the United States without impeding legitimate travel and trade. These border security concerns must be balanced with practical cost and operational considerations as well as political and economic interests.

The U.S. has more than 7,000 miles of land border with Canada and Mexico. Our maritime border includes 95,000 miles of shoreline and a 3.4 million square mile exclusive economic zone. The U.S. has more than 300 land, air, and sea POEs where international travelers are inspected and permitted to enter and exit the U.S. in accordance with applicable laws and regulations. Before September 11, 2001, there were more than 500 million border entries into the U.S. through these POEs; some 330 million of these border entries were non-citizens.

In Fiscal Year (FY) 2001, U.S. Consulates issued 7.5 million nonimmigrant visas from 10.5 million applications. Nonimmigrant visa entrants comprise a small percentage of the 330 million non-citizens admitted into the U.S. annually through the POEs. Land borders account for over 80 percent of entries into the U.S.

Under current U.S. policy, Canadian citizens and some Caribbean country nationals can enter the U.S. without a passport or visa. Mexican citizens can use Border Crossing Cards (BCCs), a multi-type visa of which over 7 million have been issued. Individuals from Visa Waiver Program (VWP) countries require only a passport to enter the U.S. for short-term business or pleasure. Figure C–2 depicts the crossing volume statistics for U.S. and non-U.S. citizens in FY2002. As the table shows, the majority of Non-Immigration Visa holders cross our borders at airports. The greatest numbers of border crossings occur at land POEs, with the bulk being either U.S. citizens or BCC holders.

	Air	Sea	Land	Totals
US Citizen	33.0M	7.4M	120.7M	161.1M
Legal Permanent Resident (LPR)	4.4M	0.2M	75.0M	79.6M
Visa Waiver	13.0M	0.3M	1.8M	15.1M
Visa Exempt			52.2M	52.2M
Regular Visa	19.3M	4.5M	4.5M	28.3M
Mexican Border Crossing Card			104.1M	104.1M
Totals	67.9M	12.4M	358.3M	440.4M

Figure C–2. FY2002 Crossing-Volume Statistics (U.S. and Non-U.S. Citizens)

Prior to the establishment of DHS in March 2003, the Department of State (DoS), Department of the Treasury (TD), Department of Justice (DOJ), Department of Agriculture (USDA), Department of Commerce (DOC), and Department of Transportation (DOT) were principally responsible for managing the U.S. borders to enforce immigration and customs laws, promote economic prosperity through the facilitation of legitimate cross-border trade and travel, and protect the U.S. from threats to national security. With the establishment of DHS, the Immigration and Naturalization Service and the U.S. Customs Service were incorporated into the Border and Transportation Security Directorate within DHS. The BTS Directorate also houses the Transportation Security Administration (TSA) and the Animal Plant Health Inspection Service (APHIS). Responsibility for border management within DHS is now centered in BTS; however, the Departments of Justice, State, and Transportation will continue to share responsibility with DHS for border management and comprise the major portion of the border management government stakeholders.

The national focus on border management was sharpened in the aftermath of September 11, 2001. The President's Budget for FY2003, which was finalized in the weeks immediately following September 11, 2001 and submitted to Congress in February 2002, proposed to increase 2003 spending on border security by $2.2 billion (for a total of $11 billion). This funding would be used to increase the number of inspectors at POEs, purchase equipment to expand inspections of containers and cargo, design and test an entry-exit system, and improve the U.S. Coast Guard's ability to track maritime activity. In addition, the 2003 budget proposed a $722 million spending increase on programs that will use information technology to more effectively share information and intelligence across federal agencies and among federal, state, and local governments. Congress also has passed several important pieces of legislation that are designed to improve essential aspects of border management. This legislation has informed and shaped the direction of the US-VISIT Program.

C.4.1   Legal and Regulatory Requirements

Throughout the 1990s, and culminating with the tragic events of September 11, 2001, there has been a growing concern, both in Congress and across the border management stakeholder community, that the border management stakeholder community lacked the necessary information and technology to effectively manage the entry-exit process and enforce relevant laws. Congressional concerns included visa overstays, the number of illegal foreign nationals in the country, and overall border security issues. As a result, Congress passed a number of laws aimed at addressing many related issues but also specifically requiring the border management stakeholder community to develop an electronic Entry-Exit System (EES) capable of improving the information resources necessary to the performance of the entry-exit mission. The US-VISIT Program is intended to facilitate compliance with the statutes by providing for:

- Integration or interfacing of data relevant to the entry, exit, and status of foreign nationals

- Enabling access to entry and exit data for authorized law enforcement and intelligence agency purposes

- Identifying action and reporting on foreign nationals who have overstayed the legal duration of their admission.

Various provisions of the following legislation apply to the US-VISIT Program, and are summarized in Table C–1:

- The Immigration and Naturalization Service Data Management Improvement Act of 2000 (DMIA) P.L. No. 106-215;

- The Visa Waiver Permanent Program Act of 2000 (VWPPA); P.L. No. 106-396;

- The U.S.A. PATRIOT Act, P.L. No. 107-56; and

- The Enhanced Border Security and Visa Entry Reform Act ("Border Security Act"), P.L. No. 107-173.

Table C–1. Legislative Requirements for US-VISIT Program

Summary of Legislative Requirements for US-VISIT Program	
Electronic, Automated and Integrated Arrival/Departure System	DHS is required to implement an integrated Entry and Exit system at air and sea POEs by December 31, 2003, at the 50 highest-volume land border POEs by December 31, 2004, and at remaining land POEs by December 31, 2005. This system must integrate arrival/departure data that exists on foreign nationals in any of the former DOJ systems that have been transferred to DHS or DoS systems or databases.
Electronic Arrival/Departure Manifests	As of October 1, 2002, these manifests are required from all carriers that are transporting Visa Waiver Program (VWP) foreign nationals to or from the U.S.; by January 1, 2003, they are required of all commercial carriers that are transporting foreign nationals arriving at or departing from U.S. airports or seaports.
Biometrics	By January 26, 2003, the Attorney General and the Secretary of State must certify a biometric standard(s), working through the National Institute of Standards and Technology (NIST) and in consultation with other agencies that will be used to identify foreign nationals. By October 26, 2004, travel and entry documents issued to foreign nationals by either DHS or DoS must contain biometric identifiers, based on the certified standard. DHS also must deploy equipment and software to allow for these documents to be read at POEs. Border crossing cards presented for admission must contain a biometric identifier as of October 1, 2002.
High-Traffic Land Border Ports of Entry	Not later than December 31, 2004, DHS shall implement the integrated entry and exit data system using available alien arrival and departure data pertaining to aliens arriving in, or departing from, the United States at the 50 land border ports of entry determined by DHS to serve the highest numbers of arriving and departing aliens. Such implementation shall include ensuring that such data, when collected or created by an immigration officer at such a port of entry, are entered into the system and can be accessed by immigration officers at airports, seaports, and other such land border ports of entry.
VWPP Machine-Readable Passports	By October 1, 2003, VWP Program (VWPP) travelers are required to possess a valid, unexpired, machine-readable passport that satisfies the international standard for machine readability. Each VWPP country must have a program in place by October 26, 2004 that ensures that their VWP passports are tamper resistant and contain a biometric identifier that meets International Civil Aviation Organization (ICAO) standards in order to maintain their active status in the VWPP program. On or after October 26, 2004, no alien may be admitted to the U.S. through the VWPP without an ICAO-compliant biometric passport, unless his or her passport was issued prior to that date.

Summary of Legislative Requirements for US-VISIT Program	
Arrival/Departure Data Collected from Biometric Documents	DHS must collect and incorporate arrival/departure data from biometric, machine-readable tamper-resistant travel documents into an electronic system (i.e., the US-VISIT system).
Interoperability and Integration With Other Systems	The US-VISIT system must ultimately be integrated with other border management agency systems containing information on foreign nationals as specified in the DMIA Act, as well as incorporate linguistically sensitive name searching algorithms. The US-VISIT system must also be integrated with other law enforcement and security systems as appropriate.
Reporting	The DMIA Act provides that, "[n]ot later than December 31 of each year following the commencement of implementation of the integrated Entry and Exit data system, DHS shall use the system to prepare an annual report to the Committees on the Judiciary of the House of Representatives and of the Senate." The required report will include:
	• Number of foreign nationals for whom departure data was collected during the reporting period, with an accounting by country of nationality of the departing foreign national
	• Number of departing foreign nationals whose departure data was successfully matched to the foreign national's arrival data, with an accounting by the foreign national's country of nationality and by the foreign national's classification as an immigrant or nonimmigrant
	• Number of foreign nationals who arrived for whom no matching departure data have been obtained through the system or through other means as of the end of the foreign national's authorized period of stay, with an accounting by the foreign national's country of nationality and date of arrival in the U.S.

Section J.6, *Legislative Requirements*, contains descriptions and more information on these Acts and other legislation pertinent to the US-VISIT Program.

C.4.2   Establishment of the US-VISIT Program

In response to legislative requirements and the events of September 11, 2001, the border management agencies created an Integrated Program Team (IPT). The IPT, originally known as the Entry-Exit Program Team, was chartered to implement the provisions of law that pertained to a border management system, including establishing and managing an automated entry/exit capability at the U.S. POEs.

Early successes of the IPT have included enhanced border security via the Visa Waiver Permanent Program Act Support System (VWPASS) and the National Security Entry Exit Registration System (NSEERS). In addition, airline passenger information on individuals entering the U.S. under the Visa Waiver Permanent Program is now provided electronically to the Government by the airlines. The NSEERS pilot program was implemented in October 2002 and is focused on a segment of the nonimmigrant population deemed to warrant monitoring in

the interests of our national security. On April 29, 2003, the Secretary of the Department of Homeland Security named this entire border management effort the US-VISIT Program. The US-VISIT Program is a refinement and re-alignment of the Entry-Exit Program and will provide an important enhancement over the current visa issuance and POE traveler processing through the use of biometric information to verify the identity of foreign visitors. The US-VISIT Program also will provide U.S. Government officials with specific information about who is entering the country, who is in the country, and who is exiting the country.

To address the statutory requirements, the US-VISIT Program Office is undertaking an incremental approach to the implementation of the US-VISIT Program. There are currently four increments envisioned for the Program. The scope of work under this procurement encompasses Increments 2B, 3, and 4[1]:

- **Increment 1**, currently under development, delivers an initial operating capability for entry and exit at air and sea POEs along with visa issuance at consular offices by December 31, 2003. This capability includes biographic and biometric identify verification, enhanced lookouts and watch list processing. Increment 1 is being accomplished through the extension and enhancement of legacy applications and systems using existing contracts and contractors.

- **Increment 2B** is to deploy an entry and exit capability, comparable to Increment 1 at the 50 highest-volume land POEs by December 31, 2004.

- **Increment 3** is to deploy the Increment 2B capability at the remaining 115 land POEs by December 31, 2005.

- **Increment 4** represents the integrated solution for the End Vision US-VISIT Program capability and will subsequently be expanded into a series of releases based on the Contractor's plan for incremental deployment of its End Vision.

C.5   Program Challenges

The US-VISIT Program faces a number of unique challenges. The first challenge is that this program is no longer an entry-exit project encapsulated within a single agency (the former Immigration and Naturalization Service) but is now a cross-government program with a large number of stakeholders. The second challenge is that this program must address the needs of two large communities of interest—the Government and the private sector—while still safeguarding the personal privacy of our foreign national visitors. This will require a large and effective outreach and communications effort.

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[1]   **Increment 2A** is to deploy the capability to process machine-readable, tamper-resistant visa and other travel and entry documents that use biometric identifiers at all POEs by October 26, 2004. Increment 2A will complete the enhancements to the visa issuance process. Increment 2A is not included in this procurement, but may be issued upon contract award.

This program also faces distinct IT challenges that extend beyond the customary technical issues found in any IT modernization program. The central IT challenge is the need to integrate and/or provide interoperability across multiple systems, many of which have separate owners and support mission needs independent of the US-VISIT Program, both within and outside of DHS. The information-sharing challenge also distinguishes the US-VISIT Program: moving toward improved information sharing between all of the entities needing US-VISIT data, while many of these same entities are operating under policies that restrict the sharing of information. Finally, the program faces the challenge of moving away from a "port-centric" solution to a "virtual border" solution. Each of these unique challenges is discussed in more detail in the subsequent subsections.

C.5.1   US-VISIT – A Cross-Government Program

The creation of the Department of Homeland Security brought together disparate agencies, cultures, and missions to focus on homeland security initiatives in an integrated manner. The US-VISIT Program is one of the Department's key initiatives. This program will require that the US-VISIT Program Office integrate information and mission needs across organizations within DHS, as well as across agencies outside of DHS. To meet the legislative mandates, this effort must begin while DHS is still establishing its policies, processes, and staffing allocations to support its varied missions.

The vast breadth of public sector stakeholders in the US-VISIT Program includes the federal government, state and local governments, and foreign governments. The Program involves nearly every organization within DHS. Key DHS organizations playing a major operational role in the US-VISIT Program include Customs and Border Protection (CBP), Immigration and Customs Enforcement (ICE), Citizenship and Immigration Services (CIS), the Transportation Security Administration (TSA), and the United States Coast Guard (USCG). In addition to DHS stakeholders, the US-VISIT Program also includes a large number of other government stakeholders, including the Departments of State, Transportation, Commerce, and Justice. Figure C–3 shows the US-VISIT Program government stakeholders.

Figure C–3. US-VISIT Program Government Stakeholders

The involvement of this large number of stakeholders compounds the complexity of the Program. The time to coordinate increments of work as well as any changes to this work is significantly increased, and must be accounted for in the development of schedules. The Program must analyze the potential impacts of implementations that answer US-VISIT needs and ensure that these same implementations do not inadvertently cause any negative impact to the missions of other stakeholders. Finally, the implementation of US-VISIT Program initiatives must be coordinated with the other mission initiatives of the various stakeholders.

C.5.2   Communities of Interest

There are two key communities of interest—the public (Government) and the private sector. Beyond participating as stakeholders in the US-VISIT Program, those government agencies/organizations shown in Figure C–3 also serve as the Government Stakeholders for this program. The needs of these agencies, individually and as a whole, must be considered at all times during the implementation of the US-VISIT Program. Many organizations, especially those at the state and local level, provide representation to the border management stakeholder community through a variety of associations, including:

1. National Association of Counties

2. State and Local Boards of Tourism

3. National Governors Association

4. U.S. Chambers of Commerce

5. International Association of Chiefs of Police.

The private sector border management stakeholder community involves virtually any privately owned company or private organization that could be impacted by the number of alien visitors to the United States. A small sampling of the private sector organizations interested in this program includes:

1. Travel Industry Association of America

2. Air Transport Association

3. International Air Transport Association

4. Airports Council International

5. American Association of Airport Executives

6. American Association of Port Authorities

7. International Council of Cruise Lines

8. Border Trade Alliance

9. American Trucking Associations

10. Aviation Security Advisory Committee

11. Canadian Trucking Alliance

12. Camara Nacional del Autotransporte de Carga (CANACAR)

13. American Civil Liberties Union

14. American Immigration Lawyers Association.

The interest of the large number of government and private sector organizations underscores the importance of an effective and timely outreach and communications program. It is equally critical to keep all these communities of interest informed on the program, and it is equally important to inform those visitors traveling to and from the United States. Implementing a proactive outreach program will help avoid any negative impacts to travel to and commerce with the U.S. along with the global economy.

C.5.3   Unique Information Technology Challenges

Today, the US-VISIT Program functionality is supported by 19 key IT systems, as shown in Table C–2. Many of these systems are aging, do not easily accommodate the latest technologies, and are paper based. To accommodate the electronic transfer of information, these systems would require significant updating. Since these systems are owned by a variety of agencies, they support agency-specific, mission-critical functions in addition to their US-VISIT functions. Accordingly, the option of integrating and retiring these systems requires careful consideration.

Table C–2. US-VISIT-Related Systems

System	Description
ADIS/VWPASS	Arrival Departure Information System
APIS	Advance Passenger Information System
BVS	Biometric Verification System
CCD	Consolidated Consular Database
CIS	Central Index System
CLAIMS	Computer-Linked Application Information Management System
CLASS	Consular Lookout and Support System
GES	Global Enrollment System
IAFIS	Integrated Automated Fingerprint Information System
IBIS	Interagency Border Inspection System
IDENT	INS Automated Biometric Identification System
INSPASS	Immigration and Naturalization Service Passenger Accelerated Service System
NAILS II	National Automated Immigration Lookout System
NEXUS	NEXUS
NIIS	Non-Immigrant Information System
OARS	Outlying Area Reporting Station
PALS	Portable Automated Lookout System
SENTRI	Secure Electronic Network for Travelers Rapid Inspection
SEVIS	Student Exchange and Visitor Information System

Many of these systems also contain the same or similar subsets of information. This duplication is the product of an era where information sharing across agencies was not prevalent. Even in today's government environment where the emphasis is on sharing information (e.g., US-VISIT Program), this remains a difficult endeavor, given the many laws and agency policies that prohibit sharing of information. The ability to exchange real-time, transaction-level data, in a secure fashion, represents an increasing need across the border management stakeholder community—a need that carries added complexity because some of these systems are not resident within DHS. Accomplishing a greater level of shared information and interoperability will, indeed, be one of the most significant challenges for the US-VISIT Program.

To enable a comprehensive analysis capability, timely access to the data from multiple watch lists, maintained by multiple organizations, will be required. For example, the FBI maintains the Criminal Master File, NCIC Wants and Warrants, and Known Terrorist files. Other watch lists are maintained by the Intelligence Community. At the direction of the President, the Terrorist Screening Center (TSC) is consolidating legacy lookout lists to create a single watch list available to meet the needs of visa issuance, border control, and law enforcement.

Another layer of complexity to the potential integration of these systems is the number of organizations and entities involved in their support. Many of these systems are supported by different data centers, operations and maintenance contractors, hardware upgrade schedules, help desks, and training organizations. The facets of all these support factors must be considered as the US-VISIT Program Office, its Contractor, and the border management stakeholder community consider integrating and retiring these legacy systems.

C.5.4   Moving to a "Virtual Border" Solution

Much of the emphasis to date on the entry/exit system has focused specifically on the entry and exit processes at the POEs—thus, the "port-centric" solution. One of the main initiatives of the US-VISIT Program is to adjust this focus to a "virtual-border" solution, placing equal emphasis on the pre-entry, status management, and analysis processes associated with this Program.

In migrating to the US-VISIT End Vision, emphasis will be placed on providing an increased level of valuable information to all border management personnel (e.g., the consular official, the border inspector, the adjudicator, and the investigative officer) to aid them in making critical decisions. The implementation of an Enterprise-Wide Mission Operations Center that will manage activity for border management on a real-time basis will be crucial to the End Vision. This center will allow officials to monitor border-crossing activity on a national and local basis. Functioning as a command center (similar in concept to an air traffic control center), it will allow officials to monitor throughput loads on a national level, allowing for the redeployment of resources or the temporary modification of border management processes when necessary to accommodate unexpected loads or changes in threat levels.

The five key US-VISIT processes are Pre-Entry, Entry, Status Management, Exit, and Analysis. The following paragraphs provide a brief description and supporting statistical data for their current implementation.

- **Pre-Entry Process**– For millions of visitors, entry into the U.S. must be preceded by the issuance of nonimmigrant visa (NIV) and immigrant visa (IV) travel documents at U.S. Foreign Service posts abroad. The purpose of the Pre-Entry process is to determine the eligibility for visas. There are currently 211 consular offices that issue visas at U.S. Foreign Service posts abroad.

   Pre-entry processing can begin with the approval of a visa petition, which is normally approved at DHS (USCIS) offices in the U.S. The petitions for immigrant visas are forwarded to the National Visa Center (NVC) in Portsmouth, New Hampshire, for

processing and forwarding to the visa issuing posts abroad. Some USCIS offices also send some approved petitions for nonimmigrant visas to the NVC, while some NIV petitions are sent directly to consular offices abroad. Sometimes USCIS offices send notification of approval of NIV petitions to consular sections abroad via telegrams. The efficiency of the IV petition and NIV petition data transfer between DHS and DoS and the overall pre-entry process could be greatly improved through further DHS and DoS data sharing and modernized systems integration.

Aside from immigrant visas and nonimmigrant visas, DoS and DHS through a joint program also issue Border Crossing Cards/B-1 and B-2 NIV (also referred to as "laser" visas by Mexican citizens). Applications for the Border Crossing Cards, which include the live capture of photographs and fingerprints, are taken at consular offices at Foreign Service posts in Mexico. The BCC may be used for brief entries across the southern land border or to apply for entry into the U.S. by any mode of travel, provided the bearer is also in possession of a valid Mexican passport. An I-94 form is required, in addition to the Border Crossing Card, if the alien is entering the U.S. for more than 72 hours or going farther than 25 miles past the border. All immigrant visa applicants must appear personally at U.S. Foreign Service posts to be interviewed by a consular officer prior to issuance of their visas. DoS is currently rolling out the Biometric Visa Program that will include the capture of two fingerprints of visa applicants at all consular offices worldwide by October 26, 2004, with a move to taking eight fingerprints in planning.

NIV and IV issuance and refusal data with digitized photos of the visa applicants is replicated in near real-time through a system of Oracle databases to Washington for entry into the DoS Consular Consolidated Database (CCD); issued visa data is also transferred in near real-time to the CBP Interagency Border Inspection System (IBIS) for use by inspectors at POEs. This visa datashare process ensures that DHS inspectors have visa data available at POEs for all arriving immigrants with IVs and nonimmigrants with NIVs.

Visa refusals are handled by consular officers at the U.S. Foreign Service posts and are entered into the DoS State Consular Lookout and Support System (CLASS), and forwarded to IBIS. IBIS is the computer lookout system that is queried by POEs.

Aside from persons who enter the U.S. with visas, the Visa Waiver Program, originally created by the Immigration Reform and Control Act in 1986, allows nationals from 29 countries to enter the U.S. as temporary visitors for business or pleasure without first obtaining a visa. Foreign nationals from participating countries can stay in the U.S. for a maximum of 90 days under the VWP. The names of VWP travelers are provided to POEs by airlines and cruise lines via the Advanced Passenger Information System

(APIS). These names are normally cleared through IBIS before the travelers' arrivals at POEs.

In FY2003, the U.S. Foreign Service posts issued 4,881,595 nonimmigrant visas, of

which 836,378 were Border Crossing Cards. In addition, there were 2,198,211 nonimmigrant visa refusals in FY2003, for a total NIV caseload of 7,079,806 for FY2003. In adjudicating visa applications to determine whether to issue or refuse visas, consular officers need as much relevant information about the visa applicants as can be obtained from DoS and DHS systems. The US-VISIT Program will collect arrival, stay, and departure information on travelers in the Arrival Departure Information System (ADIS), which is currently not available to consular officers. It is necessary to interface the DoS and DHS systems so that the ADIS information is available to consular officers. This will strengthen the visa adjudication process and the overall pre-entry process.

When travelers with visas are denied admission at POEs, records of the denials are entered into the DHS ENFORCE system. There is currently no automated procedure for providing this information from the ENFORCE system to the consular offices that issued visas to persons denied admission to the U.S. By interfacing the DoS and DHS systems, information from ENFORCE may be readily transmitted to consular offices that issued visas to persons subsequently refused entry to the U.S. This would prevent such persons from obtaining visas again, and further strengthen the pre-entry process.

As this information shows, the role of consular officers in adjudicating visa applications makes the pre-entry process a critical component of the US-VISIT "virtual border."

The expedited travel program is another important part of the pre-entry process. While not an official travel document, the expedited travel program provides an opportunity to do background checks (including checks against watch lists), establish identify, and issue Radio Frequency (RF)-enabled traveler cards or passes to speed the travel of trusted travelers through the land POEs on the northern and southern borders. There are currently two expedited travel programs. The NEXUS program issues individual passenger RF-enabled proximity cards for frequent travelers on the northern border. The SENTRI program operates primarily on the southern border and provides an RF-enabled vehicle tag with associated data for all passengers registered within the vehicle. Each individual in the car is also issued a laminated card; each passenger in the vehicle must show this card at the inspection point. The expedited travel programs have established enrollment centers at various locations on the northern and southern borders. The programs charge for fingerprinting, background investigation, and card/tag issuance. Over the next couple of years, the two programs will be merged, and the NEXUS individual passenger-based technology will replace SENTRI on the southern border.

- **Entry Process** – The purpose of the Entry process is to determine the admissibility of visitors (NIV and VWP travelers) requesting entry to the U.S. at air, land, or sea POEs. The Entry process can begin at a permanent POE inspection booth at an airport, seaport, or land port, or at a temporary inspection location, such as a ship lounge, or at any point where an inspector chooses to begin the inspection process. Visitors can also be inspected at certain pre-inspection locations overseas as well. In the event the inspection is not performed at a permanent inspection location, the inspector must be able to perform all required system interactions and access all required data utilizing mobile

technology.

Upon arrival at a POE, the visitor is inspected and either admitted or determined inadmissible, which necessitates further action. As part of the Entry Process, visitors must provide biometric data as required, biographic data, and other documentation. This data will be used to establish identity, citizenship, legal residence and/or status, and query the watch list(s). Inspectors will determine the nationality and identity of each visitor, as well as the visitor's admissibility. Based on results of the watch list query, behavioral observations, documentation, or responses to questions, an inspector may refer a visitor to a secondary inspection process. Secondary inspections can consist of a thorough search of documentation, personal belongings, in-depth interviews, and multiple system queries, including the Non-immigrant Information System (NIIS), Central Index System (CIS), Computer Linked Application Information Management System (CLAIMS), National Automated Immigration Lookout System (NAILS), the National Crime Information Center (NCIC), Integrated Automated Fingerprint Information System (IAFIS), Treasury Enforcement Communications System (TECS), and the Automated Biometric Identification System (IDENT), among others. Visitors who are determined inadmissible are detained and are subject to administrative or enforcement actions as required.

In 2001, there were a total of 440,400,000 inspections conducted. Land POEs accounted for 81 percent, or 358,300,000 of these inspections. Approximately 2 percent of the total visitors are referred to secondary inspection.

All POEs share similarities in inspection processes. For example, at every type of POE, inspectors must quickly conduct a primary inspection and determine if the applicant should be recommended for a more in-depth secondary inspection. The vast majority of all visitors are granted entry after a primary inspection that lasts less than one minute. Following September 11, 2001, all POEs were placed on Level 1 security alert to achieve heightened border security. Since then, the inspections of border crossers, their belongings, and their vehicles have been more detailed.

The inspector workforce at the POEs has to deal with a variety of physical and environmental situations including the weather, car exhaust, climbing aboard private aircraft at small airports, climbing up ladders to board cargo ships, and working double shifts. Inspector safety has to be a primary concern in developing business processes and technology for the inspection process.

Although there are a large number of similarities at all POEs, there is a marked difference between an inspection conducted at an air or sea POE and one conducted at a land border POE. Advance data at land border ports is limited or non-existent for either approaching commercial freight or passengers. A principal distinction is the sheer volume of inspections. Land POEs must handle multiple modes of transportation, including commercial and private vehicles, buses, trains, and pedestrians. Land borders also carry a high volume of commercial freight traffic. In 2000, just 10 land border POEs

accounted for 73 percent of all North American trade. The ports of Detroit, Michigan and Laredo, Texas accounted for more than 30 percent of the total commercial traffic entering the U.S. There were more than 11.5 million truck crossings across U.S. land borders in 2000, averaging over 31,000 each day.

Land border crossings are the only POEs where commercial freight inspections are commingled on the approach highways (at most POEs) with passenger inspections. This commingling significantly increases the potential for traffic congestion. Most land border POEs estimate that for adequate traffic flows, individual passenger car inspections can last no longer than 30 seconds on the U.S./Mexico border. Delays and congestion at land border ports also have the potential to cause more severe negative impacts that extend beyond trade and travel to the environment, the health of inspectors and passengers/drivers, and the surrounding communities. These factors are not present, or not to the same degree, at other types of POEs.

Approximately 87 percent of all U.S./Mexico travel and 66 percent of all U.S./Canada travel involves same-day trips. Since 90 percent of Canadians live within 100 miles of the border, the travel time to reach the border is less than 2 hours for most travelers. About 10 million people live in the U.S.-Mexico border area, with 92 percent of these living in or near the 14 sister or twin cities along the border. Many commercial vehicles crossing the land borders also are traveling from very short distances. The location of the automotive industry in towns in Ontario, Canada, close to the Detroit crossings, and the location of maquiladoras along the Mexican border demonstrate the short distances many trucks travel before arriving at inspection POEs.

A great majority of persons arriving at land border POEs are residents of the border area. They cross frequently and are familiar with requirements concerning their entry into the U.S. They receive an inspection that may include data systems checks. Border traffic includes U.S. citizens who leave and re-enter the U.S. multiple times on a daily basis, legal permanent residents who make multiple entries, and aliens who hold nonimmigrant visas or border crossing cards and commute back and forth daily or weekly from Canada or Mexico.

The arrival of visitors in vehicles at land POEs has posed additional challenges for inspections at these POEs. To begin addressing these challenges, there have been several systems implemented in recent years to expedite the flow of this traffic. One such system is the Secure Electronic Network for Traveler's Rapid Inspection (SENTRI) program. This is an electronic, radio frequency-based technology. SENTRI enables dedicated commuter lanes for expediting the flow of low-risk, frequent border crossers through a POE while maintaining the security of our borders. Each time a participant enters through the SENTRI lane, the system automatically accesses the SENTRI database and displays all persons who are authorized to be in the vehicle. SENTRI is *vehicle-based* rather than *passenger-based* and relies on transponders for RF transmission.

SENTRI is currently operational at Otay Mesa and San Ysidro, California and El Paso, Texas. There are over 45,000 participants in these locations. Since September 11, 2001, SENTRI enrollment applications have increased by more than 100 percent. SENTRI technology is also currently used at Detroit, Michigan and Buffalo, New York; however, it is scheduled to be replaced by NEXUS technology by spring 2003. NEXUS is presently in place at the Port Huron/Sarnia, Michigan, and Blaine, Washington POEs. NEXUS uses a pre-enrollment process to screen applicants and then issues a proximity card that can be read as the car moves past the inspection station. The inspecting officer makes a positive identification of each participant based on the picture and personal information on screen. Unlike SENTRI, NEXUS is *individual passenger-based* and uses proximity card technology for transmission of information.

It is important to note that the current process for collecting and recording entry/exit information at all POEs is paper driven and prone to errors. The current process relies on the use of Form I-94s, which are handwritten (sometimes illegibly), and the manual input of data, which allows for human error.

- **Status Management** – Managing the status of visitors once inside the borders of the U.S. includes monitoring the terms of their admission, identifying visa compliance violations, changing their visit or immigration status, performing watch list screening, flagging visitors who match the watch lists, referring watch list and visa compliance leads to agencies and organizations responsible for enforcement, matching the entry record of each visitor with their exit record, and determining if any visitor has overstayed the terms of admission. The Status Management process manages all aspects of the visitor's temporary presence in the United States, including the adjudication of benefits applications, investigations into possible violations of immigration regulations, and hearings performed by the Executive Office of Immigration Review (EOIR).

  The current DHS case management system, CLAIMS, contains information on those nonimmigrant visitors receiving benefits and services, and others awaiting hearings and adjudication. The case management system will exchange information with the US-VISIT system regarding changes in status, naturalization, and departure information.

  CLAIMS is currently the primary system for tracking the status of nonimmigrant visitors. One of the US-VISIT Program's primary roles in Status Management will be the overstay calculation, and exchanging appropriate entry and exit information with a case management system.

  The Status Management process ends when a visitor departs the U.S., becomes a Legal Permanent Resident, becomes a naturalized U.S. citizen, or dies.

  Maintaining the status of visitors while in the United States is an integral part of the US-VISIT "Virtual Border" Program. During 2002, 653,259 visitors had their statuses adjusted, 1.4 million deportable aliens were located and removed, and 71,000 criminal aliens were removed. In 2001, 176,984 aliens were removed after attempting to enter the

United States illegally. Of these aliens, 86,000, or 55 percent, were removed after being in the U.S. for longer than 3 days, and half of those had been in the U.S. for longer than one year.

- **Exit Process** – The purpose of the Exit process is to record the departure of aliens from the United States. As of this date, the primary method of collecting departure information is through the processing of departure manifests provided by air and sea commercial carriers. At air and sea POEs, commercial carriers collect the travelers' departure portion of the Form I-94 and send it to the appropriate DHS facility for manual entry and record matching in NIIS. The regulations also require that all commercial air and sea departure manifests be sent to APIS where they are queried against the watch list. The departure information is then sent from APIS to VWPASS/ADIS so that DHS can obtain information on persons departing from the U.S. Historically, collection of departure records at land POEs has been more difficult to perform. Land-based travelers who have completed the Form I-94 upon entry submit the Form I-94 departure record directly to an inspector or drop it in a collection box (available at some southern border locations). In some cases, visitors hand their I-94 to Mexican or Canadian border officials. Aliens who are subject to special registration record their departure from the U.S. by presenting themselves to designated ports of departure. Their exit is recorded using NSEERS and IDENT.

- **Analysis Process** – The current purpose of the Analysis process is to record information that will aid border management personnel in making decisions. As of this date, the ADIS system is the primary method for collecting limited analysis data. The primary purpose of current analysis is to provide statistical data, by POE, on the numbers and traveler types of visitors on entry. In addition, there are data analysis, data mining, and data linkage processing to support benefits management.

  As the US-VISIT Program moves into the direction of the "virtual border," this process will take on an ever-increasing level of importance and will require significant enhancements.

C.5.5   US-VISIT Acquisition Objective

The unusual, daunting, and numerous organizational, management, and technical challenges presented by the issues of successfully securing the "virtual border" while facilitating legitimate trade and travel at all land, air, and sea ports of entry necessitates a dynamic partnership between the Department of Homeland Security and private industry. Ensuring the safeguarding of privacy, as well as a worldwide perception of privacy, adds to the challenges. Although the Government can contribute extensive subject matter expertise toward meeting the legislative requirements of the US-VISIT Program, the unprecedented scope, complexity, sophistication, and aggressive schedule for accomplishing the ultimate End Vision must involve private industry in this large-scale systems development and integration effort.

C.6 Scope of Work

The scope of this contract includes all activities (end-to-end) necessary to modernize US-VISIT business processes and systems, ensuring that, at a minimum, this modernization meets all legislative requirements. The US-VISIT Program encompasses (1) the extension of the border to support the Department of State in making petition and visa application determinations, (2) the improvement of border management systems and processes, (3) the processing of international travelers through U.S. ports of entry, (4) the enforcement of U.S. immigration laws through the identification of overstays and visa compliance offenders with referral to the enforcement arm of border management, and (5) the analysis of travel and traveler trends and patterns in support of border management strategic planning. Since the US-VISIT Program is envisioned as an end-to-end system incorporating pre-entry through analysis, the Contractor shall propose business process improvements and technology that best address the need for the end-to-end capability. The US-VISIT Program will be able to strike the appropriate balance between enhanced border security and the facilitation of legitimate international trade and travel by integrating real-time, transaction-level biographic, biometric, and watch list data; improving systems interoperability; integrating the appropriate commercial-off-the-shelf (COTS) technology; and enhancing interfaces with related government agencies.

US-VISIT Program activities include U.S. border management-related work and support; other DHS-related strategic planning; and any associated systems development and integration, business process reengineering, organizational change management, information technology support, and program management work and support. The scope of work under this contract is intended to be broad and includes all border management- and US-VISIT-related work and support. The Government also reserves the right to use this contract for other border management needs when it is in the best interest of the Government.

The US-VISIT Program is seeking a combination of business, technical, and management capabilities to meet the broad range of legislative mandates, operational needs, and Government business requirements. The Contractor shall provide an innovative, comprehensive solution that identifies long-term, high-level strategic goals and actions, while meeting the near-term requirements of the US-VISIT Program. This solution will become the basis of the US-VISIT Program End Vision and will serve as the Government's plan of action for the US-VISIT Program. The Contractor's solution should demonstrate maximum interoperability, flexibility, scalability, and security in an open architecture using generally accepted standards and COTS products to the maximum extent possible.

Given the pace of change in the IT marketplace and the reasonable expectation that new technologies will surface during the design, development, implementation, and sustaining operations of this Program, the Contractor shall propose technology that allows the US-VISIT Program, along with the Contractor, to continue to build an IT structure that works seamlessly at the least cost to the Government. Throughout the life of this contract, the Contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies, and/or business processes in an economic and efficient manner that will improve mission/system performance.

The US-VISIT Program requires efficient, effective, and accurate collection, storage, and real-time exchange of transaction-level data for the benefit of the US-VISIT Communities of Interest, both within and without the borders of the United States. To meet these requirements, the Program must provide an information-rich solution that helps decision makers—whether consular officials, border officers and agents, adjudicators, investigative officers, or other appropriate decision makers—perform the important work of a fully integrated border management program.

The current border management systems are owned and maintained and operated by individual organizations. At present, legacy contractors perform maintenance and enhancement work on most of these systems. The US-VISIT Program Office expects that, over the course of the contract, the Contractor shall be required to interface with and work closely with the system owners and their legacy contractors. The Contractor shall ensure compatibility and interoperability of the implemented US-VISIT system among these legacy systems. The Contractor shall remain responsible for the overall integration of all implementation activities. At the conclusion of each incremental release of new functionality in the legacy systems, the organizations owning each system will determine the best approach for continued operations and maintenance (O&M) of their respective systems. This may result in continuing the O&M function with the legacy system contractor, or transferring O&M responsibility to either the US-VISIT Program Contractor or another contractor, as appropriate.

The intent of the US-VISIT Program Office is to create a "partnership" between the Program Office and the Contractor. In this partnership, both sides seek to achieve their goals in a mutually beneficial arrangement. This partnership must reflect the attributes of an open, collaborative, customer-oriented, professional relationship in which the Government and industry work together to:

1. Meet the national security goals as stipulated by the President and Congress

2. Strive to enhance performance and improve quality from an end user, management and customer standpoint

3. Ensure that products and services deliver tangible and meaningful business benefits

4. Deliver solutions within cost, schedule, and functionality targets that meet US-VISIT Program goals

5. Take steps to consistently understand the US-VISIT Program's crucial issues and opportunities

6. Identify and mitigate risks and responsibilities of multiple implementations and initiatives

7. Collaborate with other contractors, Government departments/agencies, and business partners to ensure Program success

8. Resolve the complexities and difficulties that are characteristic of implementing, integrating, maintaining, and securing large-scale solutions

9. Ensure consistent communications with the public (both within the United States and with other countries) and protection of individual privacy rights

10. Ensure that the business relationship between the Government and the Contractor is a successful one from the perspectives of reflecting a high degree of trust and shared risks.

Note: DHS does not intend to form a legal partnership by the award of this Contract. No legal partnership, either actual or implied, will result from this Contract. Rather, the terms "partner" and "partnership" are being used strictly in a non-legal sense, to describe a close working relationship between the Contractor and DHS to achieve a set of objectives consistent with the US-VISIT mission. A traditional contractual relationship will exist with DHS as the customer, and at no time will the Contractor perform inherently government functions. The ability to achieve the US-VISIT Program benefits depends heavily on successfully modernizing US-VISIT business processes and their underlying information technologies.

C.6.1   Technical and Management Activities

The technical and management activities envisioned under this contract include, but are not limited to, the elements described in the following subsections. These elements form an integrated set of activities. The Contractor shall perform the following activities as tasked through the issuance of task orders against this contract. The Contractor shall always ensure that the work defined in these activities is integrated at the Program level.

C.6.1.1   Program and Technical Management

This activity involves the overall program and technical management and integrated execution of individual US-VISIT projects (task orders), including the detailed planning and coordination of all program management, project management, and related technical engineering activities to ensure the success of the US-VISIT Program. In addition, the Contractor may assist the US-VISIT Program Office and the Department in identifying, adopting, and implementing best practices from government and private sectors.

The Contractor and/or its teaming partners/major subcontractors performing software engineering on this contract shall use the Capability Maturity Model® for Software (SW-CMM®) or the CMM Integration® (CMMI®) Level 3 processes of the Contractor's or teaming partners/major subcontractors business unit leading the software engineering work on this contract. This includes following the Contractor's documented Software Development Life Cycle (SDLC). The Contractor shall tailor its SDLC, as necessary, to integrate into the DHS Capital Planning and Investment Control (CPIC) Process. Small business subcontractors performing software engineering are not required to demonstrate a CMM Level 3 capability; however, any small business subcontractor, at any tier, performing software engineering under

this contract shall adhere to the CMM Level 3 processes of the primary Software Engineering organization (whether the Contractor or one of its teaming partners/major subcontractors).

C.6.1.2   Program Integration

This activity involves the planning, control, monitoring, reporting, and response necessary to ensure the integration of all US-VISIT-related activities within and across the Contractor program elements and the Government.

C.6.1.3   Strategic Planning and Analysis

This activity involves providing strategic guidance, planning, and analysis support to the US-VISIT Program Office. This guidance and support shall include such assistance to the Program Office as providing input to its Program Plan, investment management strategy, business cases, and budget re-programming, as well as conducting special studies. This activity also includes assisting the US-VISIT Program Office in shaping and contributing to the DHS vision and business processes for an integrated border management system that advances the mission of DHS and its stakeholder Departments and agencies.

C.6.1.4   Business Process Reengineering and Organizational Change Management

This activity involves the evaluation and analysis of business processes and systems with the focus on improvements to systems, people (better training and/or awareness), and business performance. Planning and implementation of business process reengineering and/or continuous process improvement solutions are included in this activity. Business Process Reengineering must be initiated and reengineered business processes must be defined, at a high level, prior to the development of any technology solution.

This activity also involves assisting the Government in the implementation of organizational changes that result from reengineered business processes and supporting information technology. The Contractor shall develop and maintain an Organizational Change Management Plan. The Plan shall address how the US-VISIT Program, along with the Contractor, will approach implementing organizational changes. This shall include identifying communication mediums and forums preferred by the stakeholders that communicate clearly, concisely and often the anticipated changes. The Organizational Change Management Model and Plan shall help the stakeholders through the transition, shall provide details of and address changes at individual stakeholder levels rather than one collective level, and shall clearly articulate the measures to mitigate adverse affects of the proposed changes. The Model and Plan shall help the stakeholders envision the desired outcome and what will be different.

C.6.1.5   Systems Engineering and Architecture

This activity involves the program-level planning, analysis, system architecture, and engineering for the integration of multiple projects and other ongoing DHS operations into a comprehensive and integrated US-VISIT Program. The application of an Enterprise Life Cycle Methodology (ELCM) will guide this activity. Included in this activity are the definition, application, and

maintenance of the US-VISIT End Vision Solution Architecture; the integration of functional, information, organizational, and infrastructure needs within the Program and the evolving DHS Enterprise Architecture and Infrastructure; and the transition planning from existing systems to the target US-VISIT Program environment. In addition, this activity includes a set of engineering services that support both the DHS Enterprise Architecture and the US-VISIT Program architecture and design.

C.6.1.6   Increment Design, Development, and Implementation

This activity includes the design, development, documentation, integration, and qualification of initial and updated increments/releases and components that satisfy applicable documented requirements. It also includes developing, documenting, updating, and maintaining interfaces between and among the new system(s) and existing legacy systems that facilitate integrated data exchange of appropriate data in accordance with guidance provided by the Government. This should result in the integration and smooth transition to a new, integrated system and interfaces that satisfy the US-VISIT Program requirements while reducing the overhead costs of maintaining multiple systems with redundant data and minimizing impacts on facilities infrastructure.

C.6.1.7   Testing

This activity includes the development and implementation of test plans, procedures, and documentation to support the various stages of testing (e.g., unit, integration, system, performance, acceptance) for all initial and updated increments/releases and components. In addition, usability testing from the initial design stages through user acceptance is also included.

C.6.1.8   Hardware, Software, and Services Procurement

This activity includes the definition of and acquisition of COTS hardware and software, telecommunications, and technical support services.

C.6.1.9   Training

This activity includes the analysis of system and end-user training needs, and the designing, developing, documenting, and maintaining of a training program to support testing and the initial fielding of the US-VISIT system and functional capabilities. End-user training analysis and development shall address skills deficiencies and anticipated changes in US-VISIT staffing levels as a result of business process reengineering resulting from the Program.

C.6.1.10   Systems and Infrastructure Operation and Support Services

This activity includes the operations and maintenance of any new systems implemented as part of the US-VISIT Program and may also include O&M of current legacy systems.

C.6.1.11 Evaluation of Systems Performance

This activity includes capacity planning, the analysis of current and projected systems performance, and the identification of potential performance improvements.

C.6.1.12 Security/Privacy Implementation

This activity includes meeting federal government and DHS security and privacy requirements and standards. The US-VISIT Program is required to ensure the protection of privacy data on foreign national travelers as well as information and information systems categorized as National Critical Infrastructure, National Security Information, Health and Human Services Mission-Critical, and all other sensitive assets.

C.7 Standards

All work performed under this contract shall comply with all applicable US-VISIT Directives and Policies, Department of Homeland Security Directives and Policies, Office of Management and Budget (OMB) Circulars, Public Laws, American National Standards Institute (ANSI) Standards, National Institute for Standards and Technology (NIST) standards, Federal Information Processing Standards (FIPS) Publications, and International Civil Aviation Organization (ICAO) standards. The Contractor shall follow and comply with current and emerging biometric standards as appropriate. In the case of any conflict between standards, the Government will make decisions on a case-by-case basis.

To facilitate a smooth transition from IT design and solution by the Contractor to facilities modification by the government agency responsible for facilities infrastructure, the Contractor must be cognizant of current facilities design standards and interior (buildings) and exterior (government-owned property) space constraints. The Contractor shall apply this awareness to minimize the burden on the government to acquire such non-standard, custom-built facilities as unique facilities, booths, conduit runs, power distribution circuits, antennae receivers, mounts, impact resistant class, etc. Ergonomic requirements, officer and traveler safety, and such conventional architectural standards as the American Disabilities Act (ADA), must also be considered in the design and implementation of the IT solution. Available port design guides will be available in the Bidders Library for the Contractor's information and familiarity of the functional relationship of the infrastructure associated with the pre-DHS business processes.

Section J.28, *Standards*, contains a list of applicable standards. Individual task orders will specify any other applicable standards or exceptions as necessary. If any of these standards are in conflict, the Contractor must notify the Contracting Officer and Contracting Officer's Technical Representative (COTR) in writing.

Section D   Packaging and Marking

D.1   Packaging and Marking

All materials shipped or mailed under this contract shall be afforded the degree of preservation, packaging, and packing required to prevent deterioration and damage due to the hazards to which they may be subjected during shipment, handling, and storage. All preservation, packaging, and packing for shipment or mailing shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s). Materials and equipment shall be packaged in accordance with the Contractor's standard commercial practice to the degree required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Packages shall be adequately marked to ensure delivery to proper destinations without delay, and furnish notice of the existence of a warranty. A packing list will accompany each shipment.

D.2   Deliverables Marking

At a minimum, each shipping container shall be plainly and indelibly marked to show the following:

(a)   Consignee

(b)   Contract number

(c)   Order number

(d)   A brief description of the items

(e)   Quantity

(f)   Contractor's name

(g)   Warranty and any other markings that may be given to the Contractor prior to delivery.

Section E   Inspection and Acceptance

E.1   52.252-2 -- Clauses Incorporated by Reference (FEB 1998)

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

FAR Reference	Title	Date
52.246-2	Inspection of Supplies-Fixed-Price	AUG 1996
52.246-3	Inspection of Supplies-Cost Reimbursement	MAY 2001
52.246-4	Inspection of Services-Fixed Price	AUG 1996
52.246-5	Inspection of Services-Cost Reimbursement	APR 1984
52.246-6	Inspection-Time-and-Material and Labor-Hour	MAY 2001
52.246-16	Responsibility for Supplies	APR 1984

E.2   Inspection and Acceptance

(a)   The Contracting Officer or his designated representative will inspect and accept/reject the supplies and/or services to be provided under this contract.

(b)   Inspection and acceptance will be performed as stated in the issued task order(s) and at the time(s) and location(s) identified in the task order(s).

(c)   The Government reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform in all respects to the contract specifications.

(d)   Services, which upon inspection are found not to be in conformance with contractual specifications, will be promptly rejected and notice of such rejection, together with appropriate instructions in writing, will be provided to the Contractor by the Contracting Officer.

(e)   If a deliverable is rejected, the Contractor shall make all appropriate corrections within fourteen (14) calendar days from receipt of written notification and will resubmit to the Contracting Officer and the COTR for approval unless a different time period is specified in the task order. If corrections are estimated to require more than fourteen (14) calendar days, the Contractor shall deliver a corrective action plan within seven (7) calendar days from receipt of written notifications of rejection. The plan shall clearly describe the corrective actions to be taken and the proposed schedule for accomplishing the actions.

E.3   Inspection System–Subcontract

Per FAR 46.105, Contractor Responsibilities, the Contractor shall hold all subcontractors to the same standards of performance as required for the Contractor's performance under this contract.

E.4   Performance Measures

The performance measures will be included with each task order.

Section F   Deliveries and Performance

F.1   52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

FAR Reference	Title	Date
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-35	F.O.B. Destination, within Consignee's Premises	APR 1984

F.2   Required Time/Place of Delivery and Performance

Contract/Task Order deliverables shall be delivered as specified by the agreed to task order project plan or statement of work. All products, services, and documentation will be ordered through the issuance of written task orders signed by the Contracting Officer.

Deliverables shall be considered timely when delivered to 18th floor reception area, 1616 North Fort Myer Drive, Rosslyn, VA 22209, not later than 3:00 PM on the specified delivery date. Deliverables received after 3:00 PM shall be considered received on the following business day. Electronic copies should be delivered concurrently to the COTR e-mail address. Electronic copies alone shall not be used to fulfill contract deliverable requirements.

F.3   Term of Contract

The base contract duration shall be five (5) calendar years from date of contract award. The contract will have five (5) one (1)-year options that can be exercised at the convenience of the Government. The maximum duration of this contract if all options are exercised is ten (10) years or one hundred twenty (120) months.

F.4   Ordering Office

Task orders to be issued under the resultant contract shall be issued by the following Procurement office:

Department of Homeland Security
Office of Procurement Operations

245 Murray Drive, Building 410
Washington, DC 20528

F.5   Places of Delivery and Schedule

The Contractor will deliver services and products in accordance with the schedule(s) as delineated in individual task orders.

F.6   Contract Deliverables

The Contractor will be required to submit hardware, software, reports, documentation, and other collateral development products if specified within a task order. The Contractor shall ensure that all products are delivered with all associated components necessary to render the product operational and with complete sets of documentation, instructions, or other literature that may be specified in task orders for US-VISIT use.

F.7   Waiver of Delivery Schedule

(a)   None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default:

(1) Delay by the Government in terminating for default

(2) Acceptance of delinquent deliveries

(3) Acceptance or approval of samples submitted either after default in delivery or in sufficient time for the Contractor to meet the delivery schedule.

(b)   Any assistance rendered to the Contractor under this contract or acceptance by the Government of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the Government to condone any delinquency, or as a waiver of any rights the Government may have under this contract.

F.8   Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details. This data shall be informational only in character and this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

Section G   Contract Administration Data

G.1   Contracting Officer Under This Contract

Mr. Kenneth Kreutter, Contracting Officer

Department of Homeland Security
1616 N. Fort Myer Drive, Suite 1800
Rosslyn, VA 22309

Email Kenneth.Kreutter@dhs.gov

Telephone: 202-298-5110
Fax: 202-298-5208

G.2   Contracting Officer's Authority

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes to the contract at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, and/or modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No costs chargeable to the proposed Contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

G.3   Contracting Officer's Technical Representative

(a) The performance of work required herein shall be subject to the technical direction of the cognizant Contracting Officer's Technical Representative (COTR) or his designee with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor, which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other clause of this contract. To be valid, technical direction:

   (1) Must be issued in writing consistent with the general scope of work set forth in the contract;

   (2) Shall not change the expressed terms, conditions, or specifications incorporated into this contract; and

       (3) Shall not constitute a basis for extension to the contract delivery schedule or contract price.

(b)   The COTR is authorized to:

       (1) Act as liaison and to coordinate contractor/government activities;

       (2) Arrange for and coordinate the use of government resources (personnel, space, documents, etc.);

       (3) Provide technical guidance in the performance of the contract; and

       (4) Receive, review and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature. The authority to reject performance and deny associated invoices is expressly reserved for the Contracting Officer.

(c)   In addition, each task order issued under this contract will have a Contracting Officer's Technical Representative (COTR) from the Government, who will be responsible for the day-to-day management of the task order.

(d)   The COTR has the responsibility to inspect all deliverables and authorization to certify (but not to reject or deny) invoices for payment in accordance with Section F.6. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

(e)   The COTR does not have the authority to alter the Contractor's obligations under the contract or to direct changes that fall within the purview of the clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing with authorization signature.

(f)   A copy of all written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer at the address set forth in Clause G.1.

G.4 Invoices

(a) The Contractor shall submit invoices by the 10th working day following the end of each month directly to COTR for verification. A separate invoice is required for each task order. Invoices which combine multiple tasks orders will not be processed for payment.

(b) The Contractor shall submit an original and two (2) copies of each invoice. To constitute a proper invoice, the following information and/or attached documentation shall be included with all invoices submitted under the Contract:

    (1) Name and address of Contractor

(2) Invoice Date

(3) Contract Number

(4) Task Order Number and Title/Name

(5) Period covered by the invoice

(6) Location where the work is performed

(7) CLIN Number

(8) Labor Category Description

(9) Hourly rate, hours expended, and total cost by labor category

(10) Cumulative hours expended and cost by labor category

(11) Cumulative amounts billed by Task to date

(12) Name and address of Contractor official to whom payment is to be sent

(13) Taxpayer Identification Number (TIN)

(14) Certification of accuracy

Section H   Special Contract Requirements

H.1   Type of Contract

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ)-type contract.

The type of task orders that will be awarded will depend on the work to be performed. Task orders that can be expected under this contract will include Cost Plus Award Fee, Cost Plus Incentive Fee, or Cost Plus Fixed Fee; Firm Fixed Price; Fixed Price Plus Award Fee, Fixed Price Plus Incentive Fee, Time and Materials, or other basis as appropriate, based on the determination of the Contracting Officer.

H.2   Ordering Processes and Procedures

Ordering of services and supplies under this contract shall be accomplished by the issuance of written task orders specifying the types and quantities of services and/or supplies being ordered. All task orders issued under this contract shall conform to the provisions of the contract clause in Section I entitled "Ordering". The only office authorized to issue task orders under this contract is the US-VISIT Program Office. Oral orders under this contract are not authorized.

H.2.1   Task Order Processing

Task orders will be issued as either "term" or "completion" type. Term orders will specify ongoing work activities that can be defined only on the basis of the level-of-effort to be performed over a period of time. Completion orders will require that the contractor complete all efforts associated with the task order by a specified completion date and deliver an end product to the Government.

The Contractor may propose the following contract types for task orders:

(a)   Cost Plus Award Fee (CPAF)

(b)   Cost Plus Fixed Fee (CPFF)

(c)   Cost Plus Incentive Fee (CPIF)

(d)   Firm Fixed Price (FFP)

(e)   Fixed Price Award Fee (FPAF)

(f)   Fixed Price Incentive Fee (FPIF)

(g)   Time and Materials (T&M).

The Contractor is required to analyze and bring to the Contracting Officer's attention what impact the particular task will have on prior tasks and how the task fits into the overall US-VISIT Program.

H.2.2   General Process for Tasking

The general process for individual task orders is as follows:

(a)   Where appropriate to increase the value to the US-VISIT Program, the Contractor and US-VISIT may collaboratively define the tasking objectives and/or outcomes. The Contracting Officer may use these objectives and/or outcomes to compose Task Order Statements of Work for work under the contract. These collaboratively defined tasking objectives and/or outcomes should (1) correlate with the strategic objectives prescribed by the appropriate US-VISIT entity and (2) comply with the time-phased evolutionary modernization planning.

(b)   The Contracting Officer will forward Task Order Statement of Objectives (SOO) or Statement(s) of Work (SOW) to the Contractor with a cover memorandum with the proposed task order-type of contract. The Task Order SOO or SOW will address the following areas: Background; Scope of Work, Description of Tasks; Government-Furnished Materials; Deliverables and Delivery Schedule; Performance Measures and Acceptance Criteria; Contractor-Furnished Materials, ODCs, and Travel; Period of Performance; Place of Performance; and Government Contacts.

(c)   The Contractor shall prepare and submit a Task Proposal addressing all areas of the requirement. The Contractor's Task Proposal shall detail the management and technical approach to meet the requirements, Work Breakdown Structure, required Government Furnished Property (GFP)/Government Furnished Information (GFI) and an identification of the Contractor's proposed task order-type as part of a priced proposal. The Contractor shall submit the Task Proposal within the time period specified in the Task Order Statement of Work or Task Order. If the Government provides the Contractor with a SOO the Contractor shall develop and propose the SOW.

(d)   The Government requires fifteen (15) working days to conduct an evaluation of the proposal, and the Contracting Officer may conduct discussions and/or negotiations with the Contractor. The Contractor shall have fifteen (15) working days to make Government recommended changes to their proposal and the Government will have fifteen (15) working days after re-submittal for acceptance. Upon completion of final discussions and/or negotiations with the Contractor, the Contracting Officer will issue a written task order incorporating the Task Proposal.

(e)   Unless otherwise stated in a task order or approved by the Contracting Officer, all personnel proposed under an order shall commence work within ten (10) working days after the date the Contractor receives the order. The Contractor shall be responsive to the requirements of the Security Background Data section of this requirement to assist in the

timely start date of Contractor personnel. The Contractor shall have the appropriate background investigation documents submitted to the Government, but is not required to have completed the background investigation.

(f)   FAR 52.232-20, Limitation of Cost and FAR 52.232-22, Limitation of Funds will operate at the CLIN and SLIN levels of each task order vice at the Contract level.

H.2.3   Contractor's Task Proposal

The Contractor's Task Proposals shall demonstrate performance, timeliness for deliverables, and adherence to original budgeting, and show how the activities to be performed integrate into the overall Program. The Government proposes that task orders be awarded on a fixed-price basis except for Task Order 001 Statement of Work, which is proposed to be awarded on a cost plus award fee basis. Other contract types may be proposed by Contractors for the new work and proposed alternate pricing arrangements will be considered by the Government. If a different type of contract/pricing arrangement is proposed, then the Contractor must provide rationale documenting why an alternative pricing approach is more advantageous to the Government. Because the Government is interested in assuring that performance risk is properly allocated between the Government and the Contractor, creative incentives and meaningful penalties may be proposed.

The Contractor's Task Order proposal shall consist of the following elements:

(a)   Proposed Solution: A narrative description of the Contractor's solution—plans for performance, technical approach, and any issues. The Contractor shall describe how activities in each task integrate into the overall US-VISIT Program. The Contractor shall present and describe any assumptions relied on in developing the Task Order proposal (both technical and cost).

(b)   Detailed Task Order Project Plan: The plan shall describe how the Contractor will accomplish this task. This shall include, but is not limited to, a description of each task and identification of work products and their delivery dates. The Project Plan shall include:

 (1)   Statement of Work. The Contractor shall develop and provide the SOW in response to any task that the Government provides only a Statement of Objectives

 (2)   Government Resources: A detailed breakdown of the Government resources, including but not limited to systems, personnel, and facilities that the Contractor requires in order to accomplish the task.

 (3)   Performance Measures: This section of the Contractor's Task Proposal shall propose performance measures applicable to the task and across the US-VISIT Program. This section shall recommend measurement and reporting methods for measures unique to the task. This section also shall identify any proposed deviations from the DHS Enterprise Architecture or Contractor Software Development Life Cycle, as appropriate.

(4)   Task Order Staffing: The Contractor shall describe its staffing plan for each task. This shall include teaming partners and subcontractors, if any; roles and responsibilities; and staffing levels.

(5)   Location: The Contractor shall provide a detailed description of the location where proposed personnel will perform the task.

(6)   Small, HUBZone Small, Small Disadvantaged, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, and Women-owned Business Subcontracting Data: The Contractor shall include, in accordance with its Subcontracting Plan, the appropriate percentage and dollar value of qualifying subcontracted work.

(7)   Work Breakdown Structure and Schedule

(8)   Resumes: The Contractor shall identify all key personnel and provide resumes of all key personnel not previously identified. For any changes in assignments of key personnel within the Contract, the Contractor shall assess the impact on other tasks. The Contractor shall submit all documentation necessary for all personnel background investigations.

(9)   Deliverables and Acceptance Criteria

(d)   Cost/Price Proposal: The Contractor shall provide a detailed Cost/Price Proposal that is directly linked to achievement of the proposed efforts, performance measures, schedule, and cost efficiencies. The Cost/Price Proposal shall be a separate Volume. Each Cost/Price Proposal shall include the following supplemental information in sufficient detail to allow the Government to perform price and/or cost analyses:

(1)   Key assumptions or price drivers (e.g., Government-furnished Equipment; Government-furnished Information, etc.)

(2)   Basis for task order labor rates

(3)   Current forward pricing rate proposals, agreements, or equivalent basis of estimate for direct and indirect rates

(4)   Justification for proposed risk factors and fees

(5)   Summary of cost model modifications

(6)   Basis of Estimate (BOE) that delineates the basis of all direct resources proposed. The BOEs shall include the rationale for proposing the level of labor, travel, ODCs,

or material proposed by lowest level WBS. Each BOE shall provide full and complete justification for only one WBS.

H.3   Incorporation of Certifications

The Contractor's completed Section K – *Representations and Certifications*, dated January 22, 2004 is hereby incorporated into the contract by reference with the same force and effect as if set forth in full text.

H.4   Post-Award Conference

The Contractor, its subcontractors, and the Government shall participate in a post-award conference that will be held within ten (10) business days after contract award. The purpose of the post-award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (see FAR Subpart 42.5).

The Contracting Officer is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractor.

The Contracting Officer may make commitments or give directions within the scope of his/her authority and shall put in writing and sign any commitment or direction, whether or not it changes the contract. Any change to the contract that results from the post award conference shall be made only by a contract modification referencing the applicable terms of the contract. Participants without authority to bind the Government shall not take action that in any way alters the contract.

The Contractor shall provide documented Post-Award meeting minutes as a deliverable to the COTR and Contracting Officer no later than three (3) calendar days after the Post-Award Conference.

H.5   Government-Furnished Property/Information

(a)   The Government reserves the right to furnish property to the Contractor for use under the contract, when it determines that it is in the Government's best interest to do so. Notwithstanding the Government's decision to furnish such property, the Contractor shall have the capability to furnish all materials and equipment necessary for the performance of the work required under this contract, including the test, evaluation, and demonstration of products used under this contract.

(b)   The Contractor is hereby authorized to use the Government Furnished Property (GFP) on a rent-free, non-interference basis in the performance of this contract and subcontracts of any tier issued hereunder.

(c) Upon receipt of the GFP so itemized, the Contractor will inspect the property to determine whether the items are operable and adequate for the purpose intended. If the GFP is determined to be inoperable or not adequate for the purpose intended, the Contractor shall immediately notify the Contracting Officer.

(d) Any Government property/information provided pursuant to this contract shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer. The Contractor shall be responsible for the Government property upon its delivery to the Contractor.

H.5.1   Indemnification of Government Property

(a) The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses, damage of whatsoever kind and nature, to any and all Government Property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or Subcontractor.

(b) If due to the fault, negligent acts (whether of commission or omission), and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

(c) The Contractor shall hold harmless and indemnify the Government against any and all liability claims, and cost of any kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any Subcontractor, or any employee, agent, or representative of the Contractor or Subcontractor.

(d) Nothing in this contract shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property.

(e) The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the

prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(f)   The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence by the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other federal statutory authority.

H.6   Socio-Economic Goals

H.6.1   Small Business Subcontracting Plan

The Contractor's Small Business Subcontracting Plan (FAR 52.219-9) dated January 22, 2004 is incorporated by reference into the contract at Attachment J-5.

H.6.2   Subcontracting Goals

(a)   Due to the substantial size of the US-VISIT Program Prime Contract, the Government is committed to assuring that the maximum practicable opportunity is provided for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(b)   The following subcontracting goals have been established for the US-VISIT Program

      (1) 40% of total subcontractor dollars to small business (Excluding Tier I subcontractors)

         5% to Socially and Economically Disadvantaged Business (SDB)

         5% to Women Owned Small Business (WOSB)

         3% to HUBZone Small Business

         3% to Service-Disabled Veteran owned Small Business

Although there is no statutory small business goal for Veteran Owned Small Businesses (VOSB), Contractors must submit a goal for VOSBs in accordance with FAR 52.219-9.

(c)   The North American Industry Classification System (NAICS) code number for this contract is 541512 (Computer Systems Design Services) and the size standard for small business under this code is less than $21 million.

H.6.3   Subcontracting Performance Reporting

(a)   The reporting periods for the Standard Form (SF) 294 shall be performed semi-annually, and are due every six (6) months, i.e., every March 31 and September 30. The SF 295 shall

be provided annually, i.e., every September 30. Reports are due thirty (30) days after each reporting period. If the requirements in 52.219-9 are changed, this clause is also changed.

(b)   The Contractor agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by US-VISIT or the Small Business Administration to ensure Contractor adherence and compliance with their subcontracting plan for this contract.

H.7   Security Requirement

H.7.1   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.

H.7.2   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.

H.7.3   Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. 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 (30) days before the starting date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

(a)   Standard Form 85P, "Questionnaire for Public Trust Positions"

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

(c)   "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"

(3)   "Position Description Document"

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 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.

H.7.4   Continued Eligibility

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

The 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 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.

H.7.5   Employment Eligibility

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

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

H.7.6   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).

H.7.7   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).

H.7.8   Minimum Computer and Telecommunications Security Requirements

H.7.8.1   General

Due to the sensitive nature of Department information, the Contractor is required to develop and maintain a comprehensive computer and telecommunications security (C&TS) program to address the integrity, confidentiality, and availability of sensitive but unclassified (SBU) information during collection, storage, transmission, and disposal. The Contractor's security program shall adhere to the requirements set forth in the Department's IT Security Program Publications. The Contractor shall establish a working relationship with the Information Systems Security Manager (ISSM).

H.7.8.2   C&TS in the Systems Development Life Cycle

C&TS activities in the Systems Development Life Cycle (SDLC) are outlined in each current version of the SDLC Manual. The Contractor shall assist the appropriate ISSO with development and completion of all security-related activities contained in the DHS or Contractor's SDLC as appropriate. These activities include development of the following documents:

(a)   Sensitive System Security Plan (SSSP): This is the primary reference that describes system sensitivity, criticality, security controls, policies, and procedures.

(b)   Contingency Plan (CP): This plan describes the steps to be taken to ensure that an automated system or facility can be recovered from service disruptions in the event of emergencies and/or disasters.

(c)   Risk Assessment (RA): This document identifies threats and vulnerabilities, assesses the impacts of the threats, evaluates in-place countermeasures, and identifies additional countermeasures necessary to ensure an acceptable level of security.

(d)   Security Test and Evaluation (ST&E): This document evaluates each security control and countermeasure to verify operation in the manner intended. Test parameters are established based on results of the RA.

(e)   Certifier's Statement: The certification phase and statement testifies that the correct and effective implementation security controls are in place.

H.7.9   Security Assurances

All statements of work and contract vehicles shall identify and document the specific security requirements for outsourced services and operations that are required by the Contractor. Outsourced services and operations shall adhere to the Department's security policies. The security requirements shall include how the Department'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. At the expiration of the contract, statements of work and contract vehicles shall require the return of all sensitive Department information and IT resources provided during the life of the contract and certification that all Department information has been purged from any Contractor-owned system used to process Department information. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

H.7.10   Data Security

SBU systems must be protected from unauthorized access, modification, and denial of service. The Contractor shall ensure that all aspects of data security requirements (i.e., confidentiality, integrity, and availability) are included in the functional requirements and system design, and ensure that they meet the minimum requirements as set forth in the most currently approved Department publications. These requirements include:

(a)   Integrity – The computer systems used for processing SBU must have data integrity controls to ensure that data is not modified (intentionally or unintentionally) or repudiated by either the sender or the receiver of the information. A risk analysis and vulnerability assessment must be performed to determine what type of data integrity controls (e.g., cyclical redundancy checks, message authentication codes, security hash functions, and digital signatures, etc.) must be used.

(b)   Confidentiality – Controls must be included to ensure that SBU information collected, stored, and transmitted by the system is protected against compromise. A risk analysis and vulnerability assessment must be performed to determine if threats to the SBU exist. If it exists, data encryption must be used to mitigate such threats.

(c)   Availability – Controls must be included to ensure that the system is continuously working and all services are fully available within a timeframe commensurate with the availability needs of the user community and the criticality of the information processed.

H.7.11   Government-Issued Keys, Identification Badges, and Vehicle Decals

(a)   It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the COTR. When Contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three (3) workdays or upon termination of the contract or the employee. Improper use, possession or alteration of US-VISIT Program-issued keys, ID cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b)   In the event such keys, ID cards, or vehicle decals are not returned, the Contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold fifty dollars ($50.00) for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 (thirty) days from the date the withholding action was initiated, any amount so withheld will be forfeited by the Contractor.

(c)   The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the Contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government shall be assumed to be lost and the provisions of section (b) shall apply.

(d)   Keys shall be obtained from the COTR who will require the Contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer and COTR. Electronic keying cards are handled in the same manner as metal keys.

(e)   Each contract employee, during all times of on-site performance at the [*Contracting Officer to insert location*] shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

      Prior to any Contractor employee obtaining any ID media or vehicle decals, the Contractor shall submit complete documentation required in Section H.7.3 and shall be approved to begin work by the Security Office.

(f)   The Contractor is responsible for ensuring final out-processing is accomplished for all departing Contractor employees. Final out-processing will be accomplished by close of business the final workday of the Contractor employee or the next day under special conditions.

H.7.12   Security Management

(a)   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.

(b)   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.

(c)   The Contractor shall comply with Department of Homeland Security Management Directive System MD Number 11042.1 " Safeguarding Sensitive but Unclassified (For Official Use Only) Information

H.8   Subcontractors

The Contractor is authorized to use the following Subcontractors in the performance of this effort:

Subcontractors	
Raytheon Company	Fair Issac Corporation
SRA International, Inc.	Global Technology Management, Inc.
The Titan Corporation	HLB Decision Economics, Inc.
AT&T Corporation	Information Control Systems Corporation
Datatrac Information Services, Inc.	Markland Technologies
Dell	Stanley Associates, Inc.
Deloitte Consulting LP	Infopro
HPTI	Intelligent Decisions, Inc.
Halliburton	Sandler and Travis Trade Advisory Services (STTAS)
SITA	SISCO
Sprint Communications Company, LP	Systems Resources, Inc.
Base Technologies	Tsymetry

Blackstone Technology	USProtect
CompuTech Incorporated	Visionary Integration Professionals
Unisys	Cogent
Your Recruiting Company, Inc (YRCI)	XL Associates (XL)
ProQual I&T	Lockheed Martin, MSD
PRIZM	

H.8.1   Substitution or Addition of Subcontractors

(a)   The Contractor agrees to assign to any task order those subcontractors specifically identified in the Contractor's proposal submittal as team members or associates who are necessary to fill the requirements of the task order. The Government expects that the Contractor shall assign the best-qualified subcontractor for performance of the work under any task order. No substitutions shall be made except in accordance with this clause and FAR 52.244-2 as applicable.

(b)   The Contractor agrees that no substitute subcontractors shall be proposed for efforts which would reasonably be performed by a team member or associate unless such substitution is necessary due to a conflict of interest or a temporary unavailability of qualified team personnel. All proposed substitutions must be submitted, in writing, at least sixty (60) days in advance of the proposed substitutions to the Contracting Officer.

(c)   All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete capabilities statement for the proposed substitute, and any other information requested or required by the Contracting Officer to approve or disapprove the proposed substitutions. All proposed substitutions must clearly demonstrate adequate capability to perform the required task. The Contracting Officer will evaluate all substitution requests and notify the Contractor of approval or disapproval thereof.

(d)   Although it may, on rare occasions, be necessary for the Contractor to augment its contracting team, it is expected that the required expertise will be resident in this team and that addition of new subcontractors will be the exception.

H.9   Unlimited Rights

The Government shall have unlimited rights to all drawings, specifications, designs, notes and any other work developed in the performance of this contract including the right to use the same on any other Government design project without any additional compensation to the Contractor.

For a period of one (1) year after the completion of the contract the Contractor also agrees to furnish at no additional cost the original or copies of all such works upon the request of the Contracting Officer.

H.10 Incorporation of Proposal by Reference

The Contractor's proposal entitled "United States Visitor and Immigrant Status Indicator Technology (US-VISIT) Program, dated December 19, 2003, January 15, 2004 and January 22, 2004 is hereby incorporated by reference into the contract with the same force and effect as if set forth in full text.

H.11 Compliance With the Freedom of Information Act (FOIA)

H.11.1 Redacted Proposal

Within fifteen (15) days after contract award, the Contractor shall provide the Contracting Officer with a redacted copy of its proposal as negotiated, which shall be releasable to the public in response to Freedom of Information Act (FOIA) requests. The Contractor shall assert the appropriate FOIA exception and basis for any materials redacted. The submission shall include the name(s), title(s), and telephone number(s) of the individual(s) responsible for addressing FOIA requests for the company. The US-VISIT Program Office will review the redacted version of the proposal and notify the Contractor of any areas where the US-VISIT Program takes exception to the redaction of material.

H.11.2 Disclosure of Data Under FOIA Requests

Unless the requirements of Section H.11.1 have been timely met, the Government shall have the right to disclose any information or data contained in a Contractor's proposal that is set forth or incorporated by reference in a contract entered into between the US-VISIT Program Office and the Contractor who submitted the proposal, to the extent required under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with FAR 52.215-1 (MAY 2001), Restriction on Disclosure and use of Data. Before disclosure, the Government will make an administrative determination on a case-by-case basis whether the information requested is exempt from disclosure by one of the established exceptions to the Act. In making this determination, the Government shall follow the procedures outlined in 28 CFR, paragraph 16.7 which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

H.12 Compliance With Section 508 of the Rehabilitation Act of 1973, 1998 Amendments

Section 508 requires that when federal agencies develop, procure, maintain, or use electronic and information technology, federal employees with disabilities and members of the public with disabilities seeking information or services from a federal agency, have comparable access to and use of information and data as employees and members of the public who have no disabilities, unless an undue burden would be imposed on the agency. By submitting a bid or offer in response to this solicitation, the Contractor makes an affirmative statement that the product or services to be provided are in compliance with the Electronic and Information Technology

Accessibility Standards (36 CFR 1194), as specified in the Statement of Work or in the technical specifications.

H.13 Work on Occupied Premises

If the Contractor (or any of its subcontractors and their employees) are assigned to work at US-VISIT Program facilities, then the Contractor shall comply with the regulations governing access to, operation of, and conduct while in or on the premises. The Contractor shall ensure that all work is performed in a manner that does not interrupt or interfere with the conduct of Government business.

H.14 Pricing of Adjustments

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures identified in FAR Part 31 (48 CFR 31) in effect as of the date of the contract.

H.15 Use of Other Contractors

Notwithstanding any of the provisions of this contract, the Government reserves the right to contract with other contractors to fulfill specific US-VISIT Program requirements.

H.16 Post-Award Evaluation of Contractor Performance

H.16.1 Contractor Performance Evaluations

Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

H.16.2 Electronic Access to Contractor Performance Evaluations

Contractors who have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained via the Internet at http://ocm.od.nih.gov/cdmp/cps_contractor.htm.

The registration process requires the Contractor to identify an individual who will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

H.17 Federally Funded Research and Development Centers and Support Contractors

The Government may contract with federally funded research and development centers (FFRDCs) and support contractors for services to assist in technical and management oversight of the Contractor's efforts and products under this contract. Employees of these FFRDCs and support contractors may attend meetings between the Contractor and the Government, observe and participate with Government personnel in function and performance tests, review any and all documentation and underlying data supporting work performed under this contract, and have access to the Contractor's facilities as related to any effort under this contract. No employee of an FFRDC or support contractor has the authority to issue directions to the Contractor or effect changes to the contract.

The Contracting Officer will identify to the Contractor the FFRDCs and support contractors who will be supporting this contract. The Contractor shall be provided the names of the FFRDC and support contractor personnel who will sign appropriate non-disclosure and conflict of interest statements. The Contractor agrees to cooperate with the FFRDCs and support contractors by engaging in technical discussions with their personnel, and permitting access to information and data relating to technical, cost, and schedule matters concerning this contract to the same degree such access is accorded to Government personnel.

The FFRDC and support contractors identified at this time are The MITRE Corporation and PEC Solutions, Inc.

The Contractor shall report any organizational and/or personal conflicts of interest with the support contractor(s) identified above. The Government reserves the right to make changes to the above list of contractors.

H.18 Official Travel Reimbursement

The Government will reimburse the Contractor for per diem and travel costs required and incurred by Contractor personnel traveling outside their assigned work location in the performance of this contract in accordance and as specified below.

H.18.1   Definitions

(a)   Local Travel: Travel within the boundaries of the Washington Metropolitan area, which includes the District of Columbia, and Arlington, Fairfax, Loudoun, and Prince William counties in Virginia, and Prince George's and Montgomery counties in Maryland. Travel to and from long-distance air transportation hubs within the Washington Metropolitan area, except as part of non-local travel [subparagraph (b) below], is considered to be local travel. For purposes of this contract, the relevant air transportation hubs are Ronald Reagan Washington National Airport, Dulles International Airport, and Baltimore-Washington International Airport.

(b)   Non-Local Travel (CONUS): Authorized travel outside the Washington Metropolitan area within the 48 contiguous states.

(c)   Non-Local Travel (Non-CONUS): Authorized travel outside the contiguous 48 states. Alaska and Hawaii are considered non-CONUS.

(d)   Per Diem Allowances: The per diem allowance for each travel day is established on the basis of the Contractor's approved travel policy. In no instance will the reimbursement exceed the Joint Travel Regulation maximum per diem rate for the location concerned, unless approved in advance by the Contracting Officer based on non-availability of lodging within the established maximum.

H.18.2   General

(a)   Advance approval required: The Contractor shall not incur travel expenses except when stated in a specific task order that contains a not-to-exceed amount for travel expenses, and the trip has been approved in advance by the appropriate Government authorizing official. Failure to obtain written approval may result in a determination that the resulting costs are unallowable.

(b)   Approval of non-local travel within CONUS: The approving official is the Task Order COTR or designee. In lieu of submitting individual requests for authorization of each trip, the Contractor shall submit a quarterly travel plan for approval. Authorization for travel not included in the quarterly travel plan may be obtained by submitting a separate written request or by submitting an addendum to the quarterly plan via e-mail.

(c)   Approval of travel outside CONUS: In addition to the COTR approval requirements in subparagraph (b) above, all Non-CONUS travel must be approved in advance, on a case-by-case basis, by the Contracting Officer.

(d)   Requests for Approval of Travel: In all requests for approval of travel, the Contractor shall include the name(s) of traveler(s), purpose, applicable task area, program, and anticipated cost.

(e)   Use of Most Economical Means: Travel requirements under this contract shall be met using the most economical form of transportation and hotel accommodations available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher-class travel, indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, e.g., supersaver fares, etc. In recognition of cost savings, the Government agrees that cancellation charges or associated fees will be reimbursed for non-refundable tickets. The Contractor agrees that it will exert its best efforts to avoid said charges and fees and to use said non-refundable tickets toward future travel to the maximum extent possible.

(f)   Reimbursements: Allowable non-local travel costs incurred by Contractor personnel (including applicable G&A expenses) involved in efforts under this contract will be reimbursed by the Government. No profit is to be billed for travel costs.

(g)   Special Circumstances: The Contractor will not be entitled to reimbursement for travel associated with Contractor-directed personnel changes, personnel/labor disputes, or employee convenience, such as round-trip airfare for weekend breaks during non-local travel, unless approved by the Government in advance or part of an approved advance agreement on travel costs.

(h)   Relocation: Relocation costs will be allowed as a reimbursement when the requirement for relocation is negotiated within the costs stated in a task order. Reimbursement for relocation costs will be in accordance with the Contractor's disclosed policy on relocation.

H.19 Contractor Use of Government Discount Transportation Rates and Hotel Rates

(a)   To the maximum extent practicable and consistent with travel requirements, the Contractor agrees to use the reduced transportation rates and hotel accommodation rates available through Government discount rates. Many vendors will make these discount rates available to bona fide Contractor employees for travel costs that are reimbursable as a direct cost under a Government contract.

(b)   Upon receipt of a list of eligible Contractor employees, the Contracting Officer will provide the Contractor with an agency letter of identification for presentation to transportation carriers and hotels that participate in the General Services Administration (GSA) discount program.

(c)   The Federal Travel Directory, published monthly by GSA, identifies current participating transportation carriers and hotels. Since this contract has travel as a reimbursable item, the symbol in the Federal Travel Directory for discount hotel rates is "CRC."

H.20 Documentation, Escrow, and Code Deliverables

(a)   Source Code

With the initial delivery of the system's/item's software package, the Contractor shall provide to the Contracting Officer complete, accurate, and current source code material for all customer source code software. For the purpose of this clause, "source code material" means source code and source code listings, provided in computer-sensible form and on media capable of being used as input to the (system name(s) to be inserted on a Task Order-by-Task Order basis) for compilation; related documentation; and any commentary necessary for a software engineer to understand the source code, all indexed and organized by the Contractor for ease of use. For the purposes of this clause, "customer source code software" is defined as every item of software that is either proposed for use or delivered under this contract, or both, if the Contractor has provided the software item's source code or source code listing to another customer incident to a sale of the software item.

(b)   Escrow Requirements

(1)   To ensure adequate performance, and for the benefit of the Department of Homeland Security, the Department insists upon adequate performance of the (software application(s) name(s) to be inserted on a Task Order-by-Task Order basis) and requires procedures to ensure that its current and future operations are successful and as free from operating errors as possible. The Contractor shall assign a copy of the source code material to an independent Contractor for all software that is either proposed for delivery or delivered under this contract, or both, unless such has already been provided directly to DHS as customer source code software. The Contractor shall ensure that its subcontractors, by way of flow-down provisions or otherwise, are informed of this requirement and shall comply with these terms.

The independent Contractor shall hereafter be referred to as the "Escrowee" and the agreement under which assignment is made shall hereafter be referred to as the "Agreement." As used in this clause, the terms "escrow" and the "escrowee" are used for purposes of convenient reference only and are not intended to define the rights, duties, and obligations of the parties. The Escrowee shall be an institution or entity that routinely engages in the practice of holding software source code for the benefit of third parties licensed to use the related object code or software programs. The Escrowee shall be financially and operationally independent of the Contractor, including the Contractor's parent company, subcontractors, subsidiaries, and affiliates.

(2)   Within ten (10) calendar days from the Contractor's first delivery of software to DHS, or within ten (10) calendar days from the delivery of changed or updated software to DHS, the Contractor shall deliver to the Escrowee one (1) copy of the related source code materials. The Contractor warrants that the source code material delivered to the Escrowee will be complete, accurate, and current.

(c)   Escrow Agreement

The Contractor shall provide to the Government a tripartite Agreement, signed by officials of the
Contractor and the Escrowee authorized to make such commitments, and with a signature block
prepared for a Contracting Officer of the United States. The Agreement, all undertakings of
which will be borne at the expense of the Contractor, shall provide as a minimum:

   (1)   The paramount purpose of the Agreement is to ensure the adequate performance of
         the (software application(s) name(s) to be inserted on a Task Order-by-Task Order
         basis) for the benefit of the United States;

   (2)   Within ten (10) calendar days from the Contractor's first delivery of software to DHS,
         or within ten (10) calendar days from the delivery of changed or updated software to
         DHS, the Contractor shall assign and deliver to the Escrowee one (1) copy of the
         related source code material unless the source code material is to be made available to
         DHS directly;

   (3)   The Contractor warrants to the Escrowee that the source code material developed is
         complete, accurate, and current;

   (4)   The Escrowee will not use the source code and, except upon a condition of default or
         in audit as described below, will reveal it to no other person or entity;

   (5)   The Escrowee will destroy the source code material upon notification from DHS that
         the related software is no longer in use, provide a certificate of destruction to DHS,
         and that under no condition will the source code material be returned to the
         Contractor;

   (6)   The Contractor will provide to the Escrowee and DHS monthly reports detailing the
         changes made to the software provided to DHS (negative reports are required), and
         these reports shall be so detailed as to give the information necessary to verify that
         the source code material delivered to the Escrowee and the software delivered to the
         Government are consistent;

   (7)   DHS is authorized to audit (but not copy) four (4) times per year, the source code
         material and reports, by sampling, at the location of the Escrowee to verify that the
         source code material is current;

   (8)   The Escrowee shall surrender to DHS source code material in its possession for
         software that is determined by the Contracting Officer to be operating beneath the
         standard of performance set forth in this contract, and for which the Contractor has
         been determined to be in default by the Contracting Officer and notified of a partial or
         total termination for default; such surrender to be made within ten (10) calendar days
         of the Contracting Officer's written request, provided the request states that use of the
         source code material is necessary to return the software to an acceptable level of

performance and attaches documentation sufficient to establish the other conditions set forth in this contract.

(9) DHS, as a result of audit, or after delivery upon a condition of default and notwithstanding its legal and equitable title in the copy of source code material thus delivered, will use the source code only to perfect operation of the related software and will disclose it to no other person or entity, except as is necessary to perfect operation of the related software, and then only upon conditions of non-disclosure for any other purpose to third parties;

(10) The Agreement is not intended to establish a right or benefit in any successor in interest to the licensor unless specifically approved by the Government;

(11) While conditions for surrender of the source code material from the Escrowee to DHS may be established by reference to conditions of performance under the (system name(s) to be inserted on a Task Order by Task Order basis) being acquired or developed, the obligations of the Escrowee to DHS under the Agreement will survive any termination, cancellation, or repudiation of the (system name(s) to be inserted on a Task Order-by-Task Order basis) being acquired or developed; and,

(12) The terms of the Agreement are not intended to provide DHS with a copyright in the software or to interfere with the rights in data established under the (system(s) name(s) to be inserted on a Task Order-by-Task Order basis) being acquired or developed.

(d)   Escrow Waiver

The requirement to assign and deliver source code material to an independent Contractor under an "Escrow Agreement" may be waived, whether in whole or in part, at the discretion of the Contracting Officer upon the written request of the Contractor. Specific items for which waiver is granted shall expressly be identified in this contract. In granting a request for waiver, in whole or part, the Contracting Officer may consider any fact found relevant to exercising informed discretion, including, but, not limited to, any or all of the following:

(1) The extent of the Contractor's (and its subcontractor's) experience in supporting and maintaining software on projects of similar or larger scope and dollar value;

(2) The sufficiency and quality of the Contractor's past performance and that of its subcontractors; and

(3) The market strength and influence of the Contractor, its subcontractors, and any involved software suppliers."

(e)   Disputes

A dispute between the Contractor and DHS relating to the obligations of the parties to the "Escrow Agreement" shall be resolved in accordance the Disputes clause of this contract.

Section I   Contract Clauses

I.1   FAR 52.252-2 -- Clauses Incorporated by Reference

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

FAR Reference	Title	Date
52.202-1	Definitions	December 2001
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	April 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	July 1995
52.203-7	Anti-Kickback Procedures	July 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 2003
52.204-2	Security Requirements	August 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-2	Audit and Records—Negotiation	June 1999
52.215-8	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.215-15	Pension Adjustments and Asset Reversions	December 1998
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for	October 1997

FAR Reference	Title	Date
	Postretirement Benefits (PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	October 1997
52.216-7	Allowable Cost and Payment	December 2002
52.216-8	Fixed Fee	March 1997
52.216-10	Incentive Fee	March 1997
52.219-8	Utilization of Small Business Concerns	October 2000
52.219-9 Alt II	Small Business Subcontracting Plan	October 2001
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.219-25	Small Disadvantaged Business Participation Program-Disadvantage Status and Reporting	October 1999
52.222-1	Notice To The Government Of Labor Disputes	February 1997
52.222-3	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act of 1965, as Amended	May 1989
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	May 1989
52.223-5	Pollution Prevention and Right-to-Know Information	August 2003
52.223-6	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program	August 2000
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-1	Privacy Act Notification	April 1984
52.224-2	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	October 2003
52.227-1	Authorization and Consent	July 1995
52.227-3	Patent Indemnity	April 1984
52.227-14 Alt IV	Rights in Data—General	June 1987

FAR Reference	Title	Date
52.227-17	Rights in Data Special Works	June 1987
52.227-19	Commercial Computer Software-Restricted Rights	June 1987
52.227-23	Rights to Proposal Data (Technical)	June 1987
52.228-5	Insurance - Work On A Government Installation	January 1997
52.228-7	Insurance--Liability To Third Persons	March 1996
52.229-3	Federal, State And Local Taxes	April 2003
52.230-2	Cost Accounting Standards	April 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	April 1998
52.230-4	Consistency In Cost Accounting Practices	August 1992
52.230-6	Administration of Cost Accounting Standards	November 1999
52.232-1	Payments	April 1984
52.232-8	Discounts For Prompt Payment	February 2002
52.232-9	Limitation On Withholding Of Payments	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	April 1984
52.232-20	Limitation Of Cost	April 1984
52.232-22	Limitation Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.233-1 Alt I	Disputes	December 1991
52.233-3 Alt I	Protest After Award	June 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.237-3	Continuity Of Services	January 1991
52.239-1	Privacy or Security Safeguards	August 1996
52.242-1	Notice of Intent to Disallow Costs	April 1984
52.242-3	Penalties for Unallowable Costs	May 2001
52.242-4	Certification of Final Indirect Costs	January 1997
52.242-13	Bankruptcy	July 1995
52.243-1	Changes--Fixed Price	August 1987

FAR Reference	Title	Date
52.243-2	Changes-Cost Reimbursement	August 1987
52.243-3	Changes – Time and Materials or Labor-Hours	September 2000
52.244-2	Subcontracts	August 1998
52.244-5	Competition In Subcontracting	December 1996
52.244-6	Subcontracts for Commercial Items	April 2003
52.245-1	Property Records	April 1984
52.245-2	Government Property (Fixed Price Contracts)	June 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Material, Or Labor-Hour Contracts)	June 2003
52.245-19	Government Property Furnished "As Is"	April 1984
52.246-25	Limitation Of Liability—Services	February 1997
52.247-63	Preference for U.S.-Flag Air Carriers	June 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	April 2003
52.248-1	Value Engineering	February 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	September 1996
52.249-6	Termination (Cost Reimbursement)	September 1996
52.249-8	Default (Fixed-Price Supply and Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.251-1	Government Supply Sources	April 1984
52.253-1	Computer Generated Forms	January 1991

I.2   FAR 52.216-18 -- Ordering (OCT 1995)

(a)   Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 June 2004 through 31 May 2009.

(b)   All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)   If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3   FAR 52.216-19 -- Order Limitations (OCT 1995)

(a)   *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $200,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b)   *Maximum order.* The Contractor is not obligated to honor-

    (1)   Any order for a single item in excess of $200,000,000.00;

    (2)   Any order for a combination of items in excess of $200,000,000.00; or

    (3)   A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c)   If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d)   Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4   FAR 52.216-22 -- Indefinite Quantity (OCT 1995)

(a)   This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b)   Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c)   Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d)   Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) from contract expiration date.

I.5   FAR 52.217-9 -- Option to Extend the Term of the Contract (MAR 2000)

(a)   The Government may extend the term of this contract by written notice to the Contractor within sixty (60) months from the effective date of the contract provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)   If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)   The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

I.6   FAR 52.222-2 -- Payment for Overtime Premiums (JUL 1990)

(a)   The use of overtime is authorized under this contract if the overtime premium does not exceed zero 0 % or the overtime premium is paid for work-

   (1)   Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

   (2)   By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

   (3)   To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

        (4)   That will result in lower overall costs to the Government.

    (b)   Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

        (1)   Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

        (2)   Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

        (3)   Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

        (4)   Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a) (1) through (a) (4) of the clause.

I.7   FAR 52.246-20 Warranty of Services. (MAY 2001)

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either—

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.8   HSAR 3052.204-70--Security Requirements for Unclassified Information Technology Resources [DEC 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-130, Management of Federal Information Resources, Appendix III, and Security of Federal Automated Information Resources;

(d) Within thirty (30)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.

(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 4300.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.

I.9   HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates. (DEC 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 isheld—

(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:

(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.

I.10   HSAR 3052.211-70 -- Index for Specifications (DEC 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.

I.11   HSAR 3052-215-70 -- Key Personnel or Facilities (DEC 2003)

(a)   The personnel or facilities as specified below are considered key personnel and essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

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

Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this contract:

All Key Personnel and Facilities are listed in the individual task orders.

I.11.1   US-VISIT Key Personnel/Facility Requirements

Substitution or diversion of Key Personnel shall be handled as specified in the preceding paragraph, with the exception that during the first 365 days of this contract, no Key Personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by the Key Personnel clause. The Government reserves the right to identify or require the designation of Key Personnel on a task order-by-task order basis during contract performance.

The US-VISIT Program requires that the Program Manager be a full-time employee of the Contractor. All other Key Personnel may be employees of the proposed subcontractors.

The Contractor shall have a program management office located within 10 miles of the US-VISIT Program Office which is located in Rosslyn, Virginia.

I.12   Award Fee

I.12.1   HSAR 3052.216-71 -- Determination of Award Fee (DEC 2003)

(a)   The Government shall evaluate Contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The Contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

(b)   Contractor performance shall be evaluated according to a Performance Evaluation Plan. The Contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.

(c)   The Contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The Contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within five (5) days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

(d) The Government may specify that a fee not earned during a given evaluation period may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

I.12.2   HSAR 3052.216-72 -- Performance Evaluation Plan (DEC 2003)

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the Contractor fifteen (15) calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to (1) Technical (including schedule) requirements, if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor fifteen (15) calendar days prior to the start of the evaluation period to which the change will apply.

I.12.3   HSAR 3052.216-73 -- Distribution of Award Fee (DEC 2003)

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

Established in each award fee type Task Order

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

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

(d) The Government will promptly make payment of any award fee upon the submission by the Contractor to the Contracting Officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

I.13   HSAR 3052.219-70 -- Small Business Subcontracting Program Reporting (DEC 2003)

(a)   The Contractor shall submit the Summary Subcontract Report (SF-295) to the Department of Homeland Security, Office of Small and Disadvantaged Business Utilization, Washington, DC 20528.

(b)   The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

I.14   HSAR 3052.228-70 -- Insurance (DEC 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 28.307-2(a).

(b)   General liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c)   Automobile liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

I.14.1   HSAR 3052.237-70 -- Qualifications of Contractor Employees (DEC 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.

(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.

I.14.2   HSAR 3052.237-71 -- Information Technology Systems Access for Contractors (DEC 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, 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.

I.15   HSAR 3052.237-72 -- Contractor Personnel Screening for Unclassified Information Technology Access (DEC 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.

I.16   HSAR 3052.242-72 -- Contracting Officer's Technical Representative (DEC 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.

(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.

I.17   HSAR 3052.245-70 -- Property Reports (DEC 2003)

(a)   The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b)   The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DHS Form 0700-05, Contractor Report of Government Property.

I.18   HSAR 3052.242-71 Dissemination of contract information. [DEC 2003]

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

Section J   List of Documents, Exhibits, and Other Attachments

J.1   List of Attachments

J.2   Time and Material Labor Categories and Rates

J.3   RESERVED

J.4   RESERVED

J.5   Small Business Plan

J.6   Legislative Requirements

J.7   RESERVED

J.8   List of Standards

J.9   Land Ports of Entry

J.10   RESERVED

J.11   RESERVED

J.12   RESERVED

J.13   RESERVED

J.14   RESERVED

J.2   Time & Material Labor Categories and Rates

J.2.1   LABOR CATEGORY DESCRIPTIONS

The following labor category descriptions define the minimum qualifications for the proposed labor categories for the US-VISIT program.

Program Manager

A.) Duties: Serves as the contractor's single contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), the contract level Contracting Officer's Representative (COR), government management personnel and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for the overall contract performance.

B.) Qualifications: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position requires a minimum of fifteen years experience, of which at least ten years must be specialized. Specialized experience includes: project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms.

Project Manager

A.) Duties: Serves as the project manager for a large, complex task order and shall assist the Program Manager in working with the Government Contracting Officer (CO), the contract-level Contracting Officer's Representative (COR), the task order-level COR(s), government management personnel and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

B.) Qualifications: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position requires a minimum of twelve years experience, of which at least nine years must be specialized. Specialized experience includes: project development from inception to deployment, expertise in the management and control

Quality Assurance Manager

Establishes and maintains a process for evaluating software and associated documentation. Determines the resources required for quality control. Maintains the level of quality throughout

the software life cycle. Conducts formal and informal reviews at pre-determined points throughout the development life cycle. Provides daily supervision and direction to support staff.

Quality Assurance Analyst

Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are adhered to, and for progress in accordance with schedules. Coordinates with the Project Manager and/or Quality Assurance Manager to ensure problem solution and user satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.

Project Control Specialist

Directs all financial management and administrative activities, such as budgeting, manpower and resource planning and financial reporting. Performs complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues, which would require a report and recommend solutions. Develops work breakdown structures, prepare charts, tables, graphs, and diagrams to assist in analyzing problems. Provides daily supervision and direction to staff.

Program Administration Specialist

Assists in the preparation of management plans and reports. Coordinates schedules to facilitate completion of proposals, contract deliverables, task order review, briefings/presentations, and IPR preparation. Performs analysis, development, and review of program administrative operating procedures.

Senior Functional Analyst

Analyze user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Provides daily supervision and direction to support staff.

Functional Analyst

Analyze user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

Principal Systems Architect

Establishes system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO)

reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Ensures that the common operating environment is TAFIM compliant. Evaluates analytically a

Senior Systems Architect

Establishes system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Ensures that the common operating environment is TAFIM compliant. Evaluates analytically a

Principal Information Engineer

Applies an enterprise-wide set of disciplines for the planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Performs enterprise wide strategic systems planning, business information planning, business and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools. Applies reverse engineering and re-engineering disciplines to develop migration strategic and planning documents. Has experience with such methodologies as IDEF 0 process modeling and IDEF 1X data modeling. Provides technical guidance in software engineering techniques and automated support tools.

Senior Information Engineer

Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assist in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives. Provides daily supervision and direction to staff.

Senior Computer Systems Analyst

Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.

Computer Systems Analyst

Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

Junior Computer Systems Analyst

Analyzes information requirements. Evaluates analytically and systematically problems of workflow, organization, and planning and assists Senior Computer Systems Analyst and Computer Systems Analyst develop appropriate corrective action. Help develop plans for automated information systems from project inception to conclusion. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Under the supervision of a Senior Computer Systems Analyst or a Computer Systems Analyst coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

Senior Application Engineer

Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools. Estimates software development costs and schedule. Reviews' existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

Application Engineer

Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product.

Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

Application Programmer

Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

Junior Application Programmer

Participates in the design of software tools and subsystems to support reuse and domain analysis. Assists Applications Engineer and Applications Programmer to interpret software requirements and design specifications to code, and integrate and test software components.

Student Application Programmer

Assists with the analysis of information requirements. Aids in the evaluation of problems with workflow, organization, and planning and helps develop appropriate corrective action.

Senior Database Management Specialist

Manages the development of data base projects. Plans and budgets staff and data base resources. When necessary, reallocates resources to maximize benefits. Prepares and delivers presentations on data base management systems (DBMS) concepts. Provides daily supervision and direction to support staff.

Database Management Specialist

Provides highly technical expertise in the use of DBMS. Evaluates and recommends available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications.

Data Entry Clerk

Performs data entry via on-line data terminal, key-to-tape, key-to-disk, or similar device. Verifies data entered, where applicable.

Operations Manager

Manages computer operations. Ensures production schedules are met. Ensures computer system resources are used effectively. Coordinates the resolution of production-related problems. Ensures proper relationships are established between customers, teaming partners, and vendors to facilitate the delivery of information technology services. Provides users with computer output. Supervises staff operations

System Administrator

Supervises and manages the daily activities of configuration and operation of business systems which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems.

System Operator

Monitors and supports computer processing. Coordinates input, output, and file media. Distributes output and controls computer operation that may be mainframe, mini, or client/server based.

Senior Training Specialist

Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Develops all instructor materials (course outline, background material, and training aids). Develops all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, seminars, and/or computer based/computer aided training. Provides daily supervision and direction to staff.

Training Specialist

Conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

Help Desk Manager

Provides daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed or deployed under this contract. These personnel serve as the first point of contact for troubleshooting hardware/software PC and printer problems.

Help Desk Specialist

Provides phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under this contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Hardware Specialist

Reviews computer systems in terms of machine capabilities and man-machine interface. Prepares reports and studies concerning hardware. Prepares functional requirements and specifications for hardware acquisitions. Ensures that problems have been properly identified and solutions will satisfy the user's requirements.

Senior Hardware Installation Technician

Organizes and directs hardware installations on site surveys. Assesses and documents current site network configuration and user requirements. Designs and optimizes network topologies. Analyzes and develops new hardware requirements and prepares specifications for hardware acquisitions. Directs and leads preparation of engineering plans and site installation Technical Design Packages. Develops hardware installation schedules. Mobilizes installation team. Directs and leads preparation of drawings documenting configuration changes at each site. Prepares site installation and test reports. Coordinates post installation operations and maintenance support.

Hardware Installation Technician

Conducts site surveys; assesses and documents current site network configuration and user requirements. Designs and optimize network topologies. Analyzes existing requirements and prepares specifications for hardware acquisitions. Prepares engineering plans and site installation Technical Design Packages. Develops hardware installation schedules. Prepares drawings documenting configuration changes at each site. Prepares site installation and test reports. Configures computers, communications devices, and peripheral equipment. Installs network hardware. Trains site personnel in proper use of hardware. Builds specialized interconnecting cables.

Hardware Draftsman

Develops engineering drawings, using computer based drawing packages such as Aptitude. Develops engineering drawings for site plans, electrical interconnect, and mechanical plans for specialized hardware.

Senior Network Installation Technician

Organizes and directs network installations on site surveys. Assesses and documents current site network configuration and user requirements. Designs and optimizes network topologies. Directs and leads preparation of engineering plans and site installation Technical Design Packages. Develops installation schedules. Mobilizes network installation team. Directs and leads preparation of drawings documenting configuration changes at each site. Prepares site installation and test reports. Coordinates post installation operations and maintenance support.

Network Installation Technician

Conducts site surveys. Assesses and documents current site network configuration and user requirements. Designs and optimizes network topologies. Follows engineering plans and site installation Technical Design Packages. Develops installation schedules. Works with network installation team. Assists in the preparation of drawing and documenting configuration changes at each site. Prepares site installation and test reports.

Network Draftsman

Develops engineering drawings, using computer based drawing packages such as Aptitude. Develops engineering drawings for site plans, network configuration and design.

Communications Network Manager

Evaluates communication hardware and software, troubleshoots LAN/MAN/WAN and other network related problems, provides technical expertise for performance and configuration of networks. Performs general LAN/MAN/WAN administration, provides technical leadership in the integration and test of complex large-scale computer integrated networks. Schedules conversions and cutovers. Oversees network control center. Supervises maintenance of systems. Coordinates with all responsible users and sites. Supervises staff.

Communications Specialist

Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cutovers of network components and capabilities. Coordinates requirements with users and suppliers.

Principal Business Process Reengineering Specialist

Applies process improvement and reengineering methodologies and principles to conduct process modernization projects. Responsible for effective transitioning of existing project teams and the facilitation of project teams in the accomplishment of project activities and objectives. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering efforts. Provides daily supervision and direction to Business Process Reengineering Specialist.

Senior Business Process Reengineering Specialist

Applies process improvement and reengineering methodologies and principles to conduct process modernization projects. Duties include activity and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. May be under the supervision and direction of a Principal Business Process Reengineering Specialist or may work independently.

Cost Analyst

Performs Functional Economic Analysis (FEA) to evaluate the costs of alternative ways to accomplish functional objectives. The FEA states investment costs, benefits, and risks as a net change to the functional baseline cost, the cost of doing business now and in the future. Ensures that cross-functional, security, and other integration issues are addressed.

Data Standardization Specialist

Provides technical support in the evaluation of prime object names, data elements, and other objects. Evaluated proposed objects and their attributes. Ensures that proposed object definitions are clear, concise, technically correct, and that they represent singular concepts. Ensures that the values of object attributes and domains are accurate and correct. Ensures that the proposed objects are consistent with data and process models.

Documentation Specialist

Gathers, analyzes, and composes technical information. Conducts research and ensure the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

Technical Writer/Editor

Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents.

Senior Computer Security System Specialist

Analyzes and defines security requirements for Multilevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses which also includes risk assessment. Provides daily supervision and direction to staff.

Computer Security System Specialist

Analyzes and defines security requirements for Multilevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses which also includes risk assessment.

Administrative Support and Graphics Specialist

Directly supports Program Manager or Project Manager by maintaining personnel and other files; prepares correspondence, schedules and coordinates travel. Assists in the preparation of presentation graphics and supports the development of contract deliverables and reports by developing and updating graphic presentations to improve the quality and enhance the usability of these documents. Responsible for integrating the graphics generated with automated tools and the deliverable documents.

Electronic Meeting Technographer

Supports the meeting facilitator or Data Modeler in preparing and conducting meetings, and in meeting follow-up activities. Manipulates on-line electronic meeting software, such as GroupSystems V, for Business Reengineering or Process Improvement sessions. Responsible for the cataloging, maintenance, and distribution of customer session data files.

System Programmer

Creates and/or maintains operating systems, communications software, data base packages, compilers, assemblers, and utility programs. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications.

Functional Subject Matter Expert

Analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Possesses requisite knowledge and expertise so recognized in the professional community that the Government is able to qualify the individual as an expert in the field for an actual TO. Demonstrates exceptional oral and written communication skills.

IT Hardware Specialist

Reviews computer systems in terms of machine capabilities and man-machine interface. Prepares reports and studies concerning hardware. Prepares functional requirements and specifications.

Quality Assurance Specialist

Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develops and defines major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources for an actual TO. Establishes and maintains a process for evaluating hardware, software, and associated documentation and/or assists in the evaluation. Conducts and/or participates in formal and informal reviews at pre-determined points throughout the development life cycle

Communications Hardware Specialist

Analyzes network and computer communications hardware characteristics and recommends equipment procurement, removals, and modifications. Adds, deletes, and modifies, as required, host, terminal, and network devices. Assists and coordinates with communications network specialists in the area of communication software. Analyzes and implements communications standards and protocols according to site requirements.

Communications Software Specialist

Analyzes network and computer communications software characteristics and recommends software procurement, removals, and modifications. Adds, deletes, and modifies, as required, host, terminal, and network devices in light of discerned software needs/problems. Assists and coordinates with communications network specialists in the area of communications software.

Information Resource Management Analyst

Ensures problem resolution and customer satisfaction for individual TOs. Performs technical and administrative efforts for tasks, including review of work products for correctness, compliance with industry-accepted standards, federal government legislative and regulatory

requirements and user standards specified in TOs. Develops requirements of IT product/service (including specifications, feasibility studies, requirement analysis, etc.) from inception to conclusion on simple to complex projects.

Procurement Product Specialist

Provides analysis, design, development, testing, and implementation of computer software in support of a range of functional and technical requirements to provide support for procurement software development tasks. Provides expertise in procurement processing to develop automated systems.

Imaging Specialist

Provides highly technical and specialized solutions to complex imaging problems. Performs analyses, studies, and reports related to imaging.

Application Systems Analyst

Provides analysis and design of business systems for different applications such as: financial, accounting, human resources, and other enterprise systems. Handles test scripts and service requirements; works closely with end users on project development and implementation. Analysts should have a working knowledge of relational database environments, structured analysis, data modeling, information engineering, mathematical model building, sampling, and cost accounting to plan the system. They must be able to specify the inputs to be accessed by the system, design the processing steps, and format the output to meet the users' needs. They also may prepare cost-benefit and return-on-investment analyses to help management decide whether implementing the proposed system will be financially feasible. Requirements include excellent verbal and written communications skills.

Software Systems Engineer

Provides identification/fixing of problems within existing software, design/implementation of new systems and enhancement of existing applications. Participates in analysis, design and new construction of next generation IT applications. Responsible for understanding the needs of the customers and the realities of commercially available IT products, and creating requirements that will allow implementation by the development team and COTS products. Experience as a systems engineer and a software developer on one or more OSS (Operational Software Systems) is preferred. Must have solid technical background with a focus on software and systems. General knowledge of telecommunications (ex. - TCP/IP, OIS/CMIP/X25), computer languages (ex. - C++, SQL, V/Basic), operating systems (ex. - Windows, NT, UNIX), database/DBMS (ex. - Oracle, Access, Sybase) and applications (ex. - Tivoli, Peoplesoft, etc.) is required. General knowledge of how customers use IT solutions. Familiarity with SEI/CMM and/or ISO 9001 environments

Disaster Recovery Specialist

Previous experience in business recovery or disaster recovery planning required. General knowledge of business processes, management structures, and technology programs/platforms are preferred. Strong verbal and written communications skills are desirable. Provide support in the development of a government agencies emergency management and business recovery

plans; perform functions pertaining to the agencies business risk assessments; review and develop business recovery strategies; draft procedures for identifying failures and invoking contingency plans; create response procedures and identifying communications channels; communicate with various response teams during testing and actual execution of recovery procedures. Support the design, development, installation, implementation and administration of backup solutions. Make recommendations to the user community and the operations group on system enhancements.

Telecommunication Engineer

Provide support in the translation of business requirements into telecommunications requirements, designs and orders. Provide in-depth engineering analysis of telecommunications alternatives for government agencies in support of their strategic modernization efforts. Provide telecommunications enhancement designs for medium and large-scale telecommunication infrastructures. Provide interface support to telecommunications end users, telecommunications operations personnel, and telecommunications strategic program management. Experience and knowledge in several of the following areas is desirable: telecommunications infrastructure, technology, and telecommunications engineering best practices; TCP/IP, routing protocols, LAN switching, Internet and Intranet systems, and SNMP based network management systems; leading design efforts that require in-depth technical knowledge of both wide area and local area communications; analyzing network performance; the conduct of capacity planning and performance engineering;

Information Systems Training Specialist

Provide support for coordinating, developing, and delivering computer-related training to the user community. Provide second level support and coordinate training with help desks. Provide standards, services, and guidance on IT related training programs that are designed to enable government agency personnel to use information technologies and systems more productively. Services include the development, delivery, and/or coordination of training courses and materials that address specific agency needs. Possess thorough knowledge of appropriate hardware and software (ex. - PCs, MS Windows, MS Office, and applications such as SAP and Peoplesoft). Must understand computer functions and related technical terminology and how they are applied in everyday business situations. Must possess exceptional interpersonal skills and superior oral and written communication skills.

Local Area Network Administrator

Provide design, installation, configuration, and support of an agency's LAN system. Provide support in maintaining network hardware and software, analyzing problems, and monitoring the network to ensure availability to system users. Provide support in the planning, coordination, and implementation of network security measures. Establish and maintain network, email and internet/intranet access. Troubleshoot all system problems. Provide user training. Participate in migrations and upgrades. Must have experience in several of the following areas: Novell Administration, Windows NT Workstation, Protocol Analyzers, PC Hardware and Peripherals and MS or Corel Suite of Office products.

Wide Area Network Administrator

Provide support for implementation, troubleshooting and maintenance of agency WAN. Assist in designing and managing the WAN infrastructure and any processes related to the WAN. Provide Production Support of the Network, including: day-to-day operations, monitoring and problem resolution for all of the client Networks during assigned work hours. Provide second level problem identification, diagnosis and resolution of problems. Provide support for the dispatch of circuit and hardware vendors involved in the resolution process. Provide support for the escalation and communication of status to agency management and internal customers. A working knowledge is desirable in several of the following software systems and architectures: Unix, Windows, DOS, Novell, HP Openview, OSI7 Layer Model, IP Addressing, Systems Network Architecture, Telco Hierarchical Multiplexing. A working knowledge is desirable of several of the following protocols: IP, IPX, TCP, SNMP/MIB/MIB Ethernet, Token Ring, PPP, Frame Relay, ATM & SDLC.

Web Project Manager

Provide support in managing the development of agency Web sites. Lead team of Content Administrators, Software Developers and Designers. Project management skills required and Web development skills preferred. Provide leadership to a team to: gather/analyze client requirements, write/edit web copy, work with internal/external resources on design, coordinate with IT Services on development, and work with Legal/Regulatory on content approvals, coordinate/document all aspects of the project: develop/manage client request/review process, track all requests/changes, and adhere to a project timeline.

Web Designer

Provide support in upgrading, maintaining and creating content for agency's web-site under the guidance of Web Project Manager. Provide day-to-day site design and creation. Experience in web design and development using HTML and JAVA is required. Provide on-the-job training for the development, maintenance, and updating of Web pages. Must have good communication skills and the ability to work with all levels of management and technical personnel. Working knowledge of browsers, WYSIWYG editors, graphic design software (ex. - PhotoShop, Illustrator), animation software and image optimization is desirable.

Web Software Developer

Provide support to develop Web based applications including on line customer service to transform government agencies to be able to deliver their services on line. Provide support in developing the site concept, interface design, and architecture of the web-site. Provide support for the implementation of interfaces to applications. Working knowledge and experience coding in Java is required. Knowledge of several of the following areas is desirable: Active Server Pages (ASP), JavaScript, and SQL Server, Visual Basic, JavaScript, Access, HTML, DBMS's (ex. - Oracle, Sybase, etc.).

Web Content Administrator

Provide support for developing & providing Agency Web-site content that will motivate & satisfy civilian user's needs so that they will regularly access the site & utilize it as a major source for information, decision making and benefits delivery. Provide support for maintaining civil service

handbook & policies/procedures on the agency Web; assisting in developing agency newsletter & civilian benefits communications; recommending new & innovative web uses as well as training & educating employees on the use & benefits of using the Web. Provide support in the location & pursuit of content & surveying internal customers to gather feedback for site improvement & enhancements. A working knowledge of several of the following are required: English (or Spanish), Journalism, graphic design or a related field, Web-site management, web servers, intranet site structures, and Web-related software (ex. - MS FrontPage, Dream Weaver, Access, HTML).

Local Area Network Support Technician

Provide support to monitor, install and perform maintenance on personal computers, laptop computers, software, and the networks. Provide support in responding to system user requests for assistance. Provide support for on-the-spot diagnostic evaluations, implementation of corrections, and training users in proper operation of systems and programs. Provide support to: install and provide basic support for approved PC software; perform upgrades to all computer platforms, train office staff on computers, maintain logs and inventory of equipment repairs, assist in administering all computer platforms as directed and assist in resolving any operations problems. Provide to the agency LAN Administrator with Server maintenance and administration. Requires general knowledge of one of the following: Novell products, CISCO products, Windows NT products, UNIX products, etc.

Data Security Specialist

Provide support to plan, coordinate, and implement the organization's information security. Provide support for facilitating and helping agencies identify their current security infrastructure and define future programs, design and implementation of fire-wall and other related security issues on LANs/WANs. A working knowledge of several of the following areas is required: understanding of business security practices and procedures; knowledge of current security tools available; hardware/software firewalls and there implementation; different communication protocols; encryption techniques/tools; familiarity with commercial products (ex. - DNS, RSA, Smartcard, Cyberguard, BBN, TimeStep), and current Internet/EC technology.

Engagement Manger

Manager with demonstrated financial management and project management support expertise. Possess strong analytical, organization, and coordination skills. Relevant work experience includes work plan development, scheduling, estimating, costing, forecasting, management reporting, subcontractor compliance, and deliverables management. Expert knowledge in project management tools and techniques.

Task Manager

Manager experienced in planning and managing IT projects and experienced in the execution of IT projects using a leading COTS software product. Possess the ability to: manage projects and tasks on-time and on-budget, provide functional or technical expertise to the project team, track project progress, and report status to client management.

Systems Integrator

Experienced in analyzing system requirements, translating system requirements into system designs, performing systems development and integration, conducting testing activities, and performing conversion and projection support using a leading COTS software product. Possess strong analytical abilities, and the ability to supervise design, development and testing of information systems.

Client Financial/Contracts Management Assistant

General Experience. Possess up to 1 year of experience in the administrative, financial or contract management of client engagements.

Functional Responsibility. Support project personnel in the administrative, financial or contract management of client engagements. Qualified to perform such tasks as:

Assist in maintaining and reconciling an engagement's work management records

Assist in financial/contract tracking and reporting

Assist in an engagement's human resources management activities, such as performance evaluation tracking and team member scheduling

Assist in facilities management for an engagement.

Minimum Education: High School Diploma.

Client Financial/Contracts Management Analyst 1

General Experience. Possess up to 1 year of experience in the administrative, financial or contract management of client engagements.

Functional Responsibility. Support project personnel in the administrative, financial or contract management of client engagements. Qualified to perform such tasks as:

Prepare engagement reporting, trend analysis, costing and forecasting

Prepare Accenture billings based upon contractual requirements

Perform and monitor an engagement's internal financial accounting/contract processes

Perform and monitor an engagement's human resources and facilities management activities

Track and monitor quality management checkpoints and metrics.

Minimum Education: Bachelor's Degree or 3 years related experience.

Client Financial/Contracts Management Analyst 2

General Experience. Possess at least 2 years of experience in the administrative, financial or contract management of client engagements.

Functional Responsibility. Support project personnel in the administrative, financial or contract management of client engagements. Qualified to perform such tasks as:

Prepare engagement reporting, trend analysis, costing and forecasting

Prepare Accenture billings based upon contractual requirements

Perform and monitor an engagement's internal financial accounting/contract processes

Perform and monitor an engagement's human resources and facilities management activities

Track and monitor quality management checkpoints and metrics.

Minimum Education: Bachelor's Degree or 3 years related experience.

Client Financial/Contracts Management Specialist 1

General Experience. Possess at least 3 years of experience in the administrative, financial or contract management of client engagements.

Functional Responsibility. Support project personnel in the administrative, financial or contract management of client engagements. Qualified to perform such tasks as:

Set up and coordinate an engagement's work management processes, tools and reporting structure

Set up and coordinate an engagement's financial accounting/contracts process

Establish and manage human resources management processes for an engagement

Support the development of an engagement's quality plan, procedures and metrics

Supervise Client Financial/Contract Management analysts and assistants.

Minimum Education: Bachelor's Degree or 3 years related experience.

Client Financial/Contracts Management Specialist 2

General Experience. Possess at least 4 years of experience in the administrative, financial or contract management of client engagements.

Functional Responsibility. Support project personnel in the administrative, financial or contract management of client engagements. Qualified to perform such tasks as:

Set up and coordinate an engagement's work management processes, tools and reporting structure

Set up and coordinate an engagement's financial accounting process

Establish and manage human resources management processes for an engagement

Support the development of an engagement's quality plan, procedures and metrics

Supervise Client Financial/Contract Management analysts and assistants.

Minimum Education: Bachelor's Degree or 3 years related experience.

Client Financial/Contracts Management Manager

General Experience. Possess at least 5 years of experience in the administrative, financial or contract management of client engagements.

Functional Responsibility. Support project personnel in the administrative, financial or contract management of client engagements. Qualified to perform such tasks as:

Ensure contractual compliance for an engagement

Establish and monitor key performance indicators and engagement metrics

Establish facilities management process and responsibilities

Develop an engagement's quality plan

Manage the Client Financial/Contract Management team.

Minimum Education: Bachelor's Degree or 3 years related experience.

Client Financial/Contracts Management Senior Manager

General Experience. At least 7 years of experience in the administrative, financial or contract management of client engagements.

Functional Responsibility. Support project personnel in the administrative, financial or contract management of client engagements. Qualified to perform such tasks as:

Develop standards for and manage work management activities, financial management, human resources management, contract management and facilities management for one or more client engagements

Provide quality management review for engagements

Develop best practices for Client Financial/Contract Management

Manage one or more Client Financial/Contract Management teams.

Minimum Education: Bachelor's Degree or 3 years related experience.

All redacted information on this page is withheld under (b)(4)

J.2.2   LABOR CATEGORY RATES

The following labor category rates are applicable to the US-VISIT program/

Base Year:	6/15/2004- 6/14/2005
Option Year 1:	6/15/2005- 6/14/2006
Option Year 2:	6/15/2006- 6/14/2007
Option Year 3	6/15/2007- 6/14/2008
Option Year 4	6/15/2008- 6/14/2009

Labor Category Government Site	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Program Manager					
Project Manager					
Quality Assurance Manager					
Quality Assurance Analyst					
Project Control Specialist					
Program Administration Specialist					
Senior Functional Analyst					
Functional Analyst					
Principal Systems Architect					
Senior Systems Architect					
Principle Information Engineer					
Senior Information Engineer					

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Labor Category Government Site	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Senior Computer Systems Analyst					
Computer Systems Analyst					
Junior Computer Systems Analyst					
Senior Application Engineer					
Application Engineer					
Application Programmer					
Junior Application Programmer					
Student Application Programmer					
Senior Database Management Specialist					
Database Management Specialist					
Data Entry Clerk					
Operations Manager					
System Administrator					
System Operator					
Senior Training Specialist					
Training Specialist					
Help Desk Manager					
Help Desk Specialist					
Hardware Specialist					
Senior Hardware Installation Technician					
Hardware Installation Technician					

List of Documents, Exhibits, and Other Attachments

All redacted information on this page is withheld under (b)(4)

Labor Category Government Site	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Hardware Draftsman					
Senior Network Installation Technician					
Network Installation Technician					
Network Draftsman					
Communications Network Manager					
Communications Specialist					
Principal B.P.R. Specialist					
Senior B.P.R. Specialist					
Cost Analyst					
Data Standardization Specialist					
Documentation Specialist					
Technical Writer/Editor					
Senior Computer Security System Specialist					
Computer Security System Specialist					
Administrative Support and Graphics Specialist					
Electronic Meeting Technographer					
System Programmer					
Functional Subject Matter Expert					
IT Hardware Specialist					
Quality Assurance Specialist					

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information
on this page
is withheld
under (b)(4)

Labor Category Government Site	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Communications Hardware Specialist					
Communications Software Specialist					
Information Resource Management Analyst					
Procurement Product Specialist					
Imaging Specialist					
Application Systems Analyst					
Software Systems Engineer					
Disaster Recovery Specialist					
Telecommunication Engineer					
Information Systems Training Specialist					
Local Area Network Administrator					
Wide Area Network Administrator					
Web Project Manager					
Web Designer					
Web Software Developer					
Web Content Administrator					
Local Area Network Support Technician					
Data Security Specialist					
Engagement Manager					
Task Manager					
Systems Integrator					

List of Documents, Exhibits, and Other Attachments

Labor Category Government Site	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Client Financial/Contracts Management Assistant					
Client Financial/Contracts Management Analyst 1					
Client Financial/Contracts Management Analyst 2					
Client Financial/Contracts Management Specialist 1					
Client Financial/Contracts Management Specialist 2					
Client Financial/Contracts Management Manager					
Client Financial/Contracts Management Senior Manager					

J.3 Reserved

J.4   Reserved

J.5 SBA Small Business Plan

J.6 Legislative Requirements

The legislation, statutes, Executive Orders, directives, rules, and guidance applicable to the US-VISIT Program includes, but is not limited to, the following:

- Illegal Immigration Reform and Immigration Responsibility Act of 1996 (IRIRA), Section 110, P.L. No. 104-208, September 30, 1996

- The Immigration and Naturalization Service Data Management Improvement Act of 2000 (DMIA), P.L. No. 106-215, June 15, 2000

- The Visa Waiver Permanent Program Act of 2000 (VWPPA), P.L. No. 106-396, June 15, 2000

- The U.S.A. PATRIOT Act, P.L. No. 107-56, October 26, 2001

- The Enhanced Border Security and Visa Entry Reform Act ("Border Security Act"), P.L. 107-173, May 14, 2002

- Aviation Transportation Security Act, P.L. No. 107-071, November 19, 2001

- The Homeland Security Act of 2002, Section 428, P.L. No. 107-296, November 25, 2002

- Clinger-Cohen Act of 1996 [formerly, Information Technology Management Reform Act (ITMRA)], P.L.104-106, February 10, 1996

- Privacy Act of 1974, P.L. 93579, 31 December 1974

- Freedom of Information Act (FOIA) of 1974, 5 USC 552, as amended by P.L. 104-231, Electronic Freedom of Information Act of 1996, 2 October 1996

- Rehabilitation Act, P.L. 105-220, Section 508 Accessibility, 7 August 1998

- Computer Security Act of 1987, P.L. 100-235, January 8, 1988

- Homeland Security Act of 2002, Title X, Federal Information Security Management Act (FISMA) of 2002, P.L. 107-296, November 25, 2002

- Office of Management and Budget (OMB) Circular A-130, *Management of Federal Information Resources*

- Executive Order 12958, *Classified National Security Information*, April 17, 1995

- Executive Order (E.O.) 13231, *Critical Infrastructure Protection in the Information Age*, October 16, 2001

- Presidential Decision Directive (PDD) 63, *Critical Infrastructure Protection*, May 1998

- National Security Directive (NSD) 42, *National Policy for the Security of National Security Telecommunications and Information Systems* (U), July 5, 1990

- Department of State 12 Foreign Affairs Manual (FAM) 600, *Information Security Technology*, June 22, 2000

- Department of State 12 FAM 500, *Information Security*, October 01, 1999

- OMB Directive M-99-18, *Privacy Policies on Federal Web Sites*, 2 June 1999

- OMB M-00-13, Privacy Policies and Data Collection on Federal Web Sites, 22 June 2000

Offerors may obtain copies of these documents from the Office of the Federal Register, National Archives and Records Administration (NARA). The Federal Register is the official daily publication for rules, proposed rules, and notices of federal agencies and organizations, as well as executive orders and other presidential documents. It is updated daily by 6:00 a.m. and is published Monday through Friday, except federal holidays. In addition, *GPO Access* contains Federal Register volumes from 59 (1994 to the present). The Federal Register can be accessed at: www.gpoaccess.gov/fr/index.html.

Copies of Office of Management and Budget documents may be obtained at http://www.whitehouse.gov/omb/.

J.7 Reserved

J.8   List of Standards

All work performed under this contract shall comply with all US-VISIT Directives and Policies, Department of Homeland Security Directives and Policies, Office of Management and Budget (OMB) Circulars, Public Laws, American National Standards Institute (ANSI) Standards, National Institute for Standards and Technology (NIST) standards, Federal Information Processing Standards (FIPS) Publications, and International Civil Aviation Organization (ICAO) standards, as cited in Table J.8–1. The Contractor should also follow and comply with current and emerging biometric standards.

Table J.8–1. List of Standards

Applicable Standards		
Number	**Title**	**Date**
ANSI/EIA 748A	Earned Value Management	Jan 2002
ANSI/ASCQ Q-9003	Quality Systems- Model for Quality Assurance in Final Inspection and Test	
ANSI/IEEE 1100-1992	IEEE Recommended Practice for Powering and Grounding Electronic Equipment	1999
ANSI/IEEE 1100-1999	Grounding, Shielding and Bonding	March 22, 1999
ANSI/IEEE 519-1992	IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems	1992
ANSI/IEEE C62.36-1994	Surge Protectors used in Low-Voltage Data Communications, and Signaling Circuits	1994
ANSI/IEEE C62-41-1991	IEEE Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits	1991
ANSI/ISO Q9001	Model for Quality Assurance in Design, Development, Production, Installation, and Servicing	
ISO 9001:2000	Quality Management Systems - Requirements	
ICAO 9303	Machine-Readable Travel Documents, Parts 1–3	
ISO/IEC 7501-1	Machine-Readable Travel Documents – Passports	
ISO/IEC 7501-2	Machine-Readable Travel Documents – Visas	
ISO/IEC 7501-3	Machine-Readable Travel Documents – Official Travel Documents	

Applicable Standards		
Number	**Title**	**Date**
C62.31-1987 (IEEE)	IEEE Standard Test Specifications for Gas-Tube Surge Protective Devices	
C62.36-1994 (IEEE)	IEEE Standard Test Method for Surge Protectors Used in Low-Voltage Data, Communications, and Signaling Circuits	
C62.41-1991 (IEEE)	IEEE Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits	
C62.47-1992 (IEEE)	IEEE Guide on Electrostatic Discharge (ESD): Characterization of the ESD Environment	
ANSI/EIA Standard 649-1998	National Consensus Standards for Configuration Management	August 7, 1998
ANSI/EIA-310-E	Cabinets, Racks, Panels, and Associated Equipment	March 17, 1999
ANSI/EIA-632	Processes for Engineering a System	January 7, 1999
EN-300-676	EMC and Radio Matters (ERM); Hand Held Mobile and Fixed Transmitters, Receivers, and Mobile Service using Amplitude Modulation; Technical Characteristics and Methods for Measurement	
IEEE 1220	IEEE Standard for Application and Management of the Systems Engineering Process	Dec 8, 1998
IEEE/EIA 12207.0-1996	"Industry Implementation of International Standard ISO/IEC 12207:1995, (ISO/IEC 12207) Standard for Information Technology - Software Life Cycle Processes	May 7, 1998
IEEE/EIA 12207.1-1997	Industry Implementation of International Standard ISO/IEC 12207:1995, (ISO/IEC 12207) Standard for Information Technology – Software Life Cycle Processes – Life Cycle Data	May 27, 1998
IEEE/EIA 12207.2-1997	Industry Implementation of International Standard ISO/IEC 12207:1995, (ISO/IEC 12207) Standard for Information Technology – Software Life Cycle Processes – Implementation Considerations	May 27, 1998
ISO/IEC 3309	Information Technology – Telecommunications and Information Exchange Between Systems – High-level Data Link Control (HDLC) Procedures – Frame Structure	1993

Applicable Standards		
Number	**Title**	**Date**
ISO/IEC 4335	Information Technology – Telecommunications and Information Exchange Between Systems – High-level Data Link Control (HDLC) Procedures – Elements of Procedures, 1993	1993
ISO/IEC 7498	Information Technology – Open Systems Interconnection – Basic Reference Model	November 1994
ISO/IEC 7809	Information Technology – Telecommunications and Information Exchange Between Systems – High-level Data Link Control (HDLC) Procedures - Classes of Procedures, 1993	1993
ITU-T G.824-1993	Digital Networks-The Control of Jitter and Wander within Digital Networks which are Based on the 1544 kbit/s Hierarchy	March 1993
NFPA Standard 70	National Electrical Code	
NIST FIPS PUB 140-2	Federal Information Processing Standards Publication, Security Requirements for Cryptographic Modules, National Institute of Standards and Technology	January 11, 1994
NIST FIPS PUB 186-2	Federal Information Processing Standards Publication, Specifications for Digital Signature Standard (DSS), National Institute of Standards and Technology	January 27, 2000
NIST SP 800-37	Federal Guidelines for the Security Certification and Accreditation of Information Technology Systems	
NIST SP 800-30	Risk Management Guide for Information Technology Systems	
NIST SP 800-12	An Introduction to Computer Security	
NIST SP 800-16	Information Technology Security Training Requirements	
National Information Assurance Partnership (NIAP)	Common Criteria (CC) Evaluation and Validation Scheme (CCEVS)	
NIST	Cryptographic Module Validation Program (CMVP)	
NIST SP 800-23	Guidelines to Federal Organizations on Security Assurance and Acquisition/Use of Tested/Evaluated Products	
Electrotechnical Commission (ISO/IEC) 15408	Common Criteria for IT Security Evaluation	
NIST SP 800-25	Federal Agency Use of Public Key Technology for Digital Signatures and Authentication	
NIST SP 800-32	Introduction to Public Key Technology and the Federal PKI	
NIST SP 800-34	Contingency Planning Guide for Information	

(g)   Copies of Quality System documents may be obtained from the American Society for Quality Control, 6111 East Wisconsin Avenue, Milwaukee, WI 53201-3005, by calling (414) 272-8575, or through the web site http://www.asq.org.

(h)   Copies of National Institute of Standards and Technology may be obtained from NIST, 100 Bureau Drive, Gaithersburg, MD 20899-3460, or by calling (301) 975-6478 or through the web site: http://www.itl.nist.gov/fipspubs/

(i)   Copies of American National Standards Institute (ANSI) and International Organization of Standardization (ISO) documents may be obtained from the American National Standards Institute, 11 West 42nd Street, New York, NY 10036, or through the web site http://www.ansi.org.

If any of these standards are in conflict, the Contractor must notify the Contracting Officer and Contracting Officer's Technical Representative (COTR) in writing.

J.9   Land Ports of Entry

Offerors may obtain a soft copy of the MS Excel spreadsheets that comprise the legislatively mandated 50 highest-volume Land Ports of Entry and the remaining Land Ports of Entry for Section J.9. Although the legislative requirement is for the 50 highest-volume land border POEs, the Government has identified 51 highest-volume land ports. These ports shall be considered the POEs for Increment 2B.

To obtain the soft copy, Offerors should send an e-mail request to Ms. Maria Milton-Graves, US-VISIT Program Support, at mariamg@mitre.org, (703)-883-6556.

J.10 Reserved

J.11 Reserved

J.12 Reserved

J.13 Reserved

J.14 Reserved