Department of Homeland Security

Request for Proposals for US-VISIT Program Prime Contractor Acquisition

RFP No. HSSCHQ-04-R-0096

November 28, 2003

US-VISIT

US-VISIT Program Office

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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 I

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

7. ISSUED BY CODE ☐	8. ADDRESS OFFER TO (*If other than Item 7*)
Department of Homeland Security Office of Procurement Operations 245 Murray Drive, SE, Building 410 Washington, DC 20528	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	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
	Michael E. Jones	AREA CODE 202	NUMBER 205-0140	EXT.	Mickey.Jones@dhs.gov

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(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	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			
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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	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☒ ABOVE – ENTER SUCH ADDRESS IN SCHEDULE		

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*)	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 all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to support the services to be provided in accordance with the Statement of Work in Section C in support of the US-VISIT Program. 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.

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

B.3.1 Instructions to Offerors

Section J.11, Exhibit 1, Total Price by Task Order, provides a Contract Line Item Number (CLIN) breakdown by task order.

Although the Government has preferences for the cost/price structure of responses to specific Task Order Statements of Work, the Offeror may propose other cost/price arrangements.

B.3.1.1 CLIN 0001 – Program Management (CPAF)

It is anticipated that Task Order 001 will be awarded on a Cost Plus Award Fee (CPAF) basis. Included in CLIN 0001, through the use of Subcontract Line Item Numbers (SLINs), will be all of the effort for Task Order 001 [except the cost involved with travel and other direct costs (ODCs)] <u>and</u> the program management effort associated with the performance of Task Order 002. The Offeror may propose a different type of contractual arrangement for this CLIN, other than CPAF, with accompanying rationale.

(a) SLIN 0001AA will be established for the cost portion of Task Order 001 except for travel and ODCs.

(b) SLIN 0001AB will be used for the program management costs associated with Task Order 002 (Increment 2B).

Given the foregoing SLIN structure, the Offeror must separately propose its estimated cost for Task Order 001. The Offeror shall separately propose its estimated travel and ODCs for Task Order 001.

The Offeror shall separately propose its estimated program management cost and its estimated travel and ODCs for Task Order 002.

The costs for travel and ODCs will be ordered using CLIN 0004 for each task order.

B.3.1.2 CLIN 0002 – Award Fee

The Offeror is instructed to propose its minimum and maximum award fee range to be used over the life of the contract. The Offeror's proposed award fee rate will be evaluated by the Government's Cost Evaluation Team for reasonableness. The Government contemplates a base fee of zero dollars ($0.00). The Offeror may propose a different fee/incentive arrangement, including incentives that could be positive or negative, with appropriate rationale.

CLIN 0002 will establish the award fee pools associated with CLIN 0001.

(a) SLIN 0002AA will be the Award Fee pool for Task Order 001 (SLIN 0001AA).

(b) SLIN 0002AB will be the Award Fee pool for the program management effort associated with Task Order 002 (SLIN 0001AB).

Given the foregoing SLIN structure, the Offeror must separately propose award fee percentages/pool for Task Orders 001 and 002.

At this time, the Government contemplates combining the award fee pool allocated to Task Orders 001 and 002 to assure that the Contractor focuses its program management effort across all task orders. The Government reserves the right to specify separate award fee evaluation criteria for other task orders and to award different award fee scores to other task orders.

B.3.1.3 CLIN 0003 – Ad Hoc Requirements (CPFF)

CLIN 0003 is reserved for future use by the Government in obtaining in-scope studies, analyses, and other ad hoc work. CLIN 0003 will be issued in conjunction with Task Order 001. For proposal evaluation purposes, the Offeror is instructed to propose a fixed fee rate to be used over the life of the contract for CLIN 0003. The Offeror's proposed fee rate will be evaluated by the Government's Cost Evaluation Team for reasonableness. For evaluation purposes, the estimated cost of this CLIN is $20 million over the life of this contract.

B.3.1.4 CLIN 0004 – Travel and Other Direct Costs (Cost Reimbursement, No Fee)

CLIN 0004 will be used to reimburse the Contractor for travel and other direct costs. The Government does not contemplate paying any fee associated with these costs.

Note: For the purpose of this CLIN, ODCs are defined as those costs deemed to be incidental to the performance of the Task Order or those costs incurred at the direction of the Government.

B.3.1.5 CLIN 0005 – Task Order 002 (Fixed Price)

The Government is contemplating that CLIN 0005 will be a Fixed Price CLIN for Task Order 002 and will be the fixed price for performing the Task Order, except for program management costs that will be reimbursed on a CPAF basis per SLIN 0001AB and for travel and ODCs that will be reimbursed on a no fee basis per CLIN 0004.

The Offeror should propose a payment arrangement that is based upon either (1) a single payment on final acceptance of a deliverable or (2) completion and acceptance of clearly measurable, discrete milestones, by submitting priced SLINS, each linked directly to a milestone or deliverable. The Offeror may propose, with appropriate rationale, a different type of contract/risk-sharing arrangement, other than fixed price.

B.3.2 Supplies or Services and Prices/Costs

CLIN	Description	Qty	Unit	Unit Price	Amount
0001	**Program Management**				
0001AA	Task Order 001– Program-Level Management, Engineering, and Architecture				$_____
0001AB	Task Order 002 – Increment 2B, Program Management				$_____
0002	**Award Fee for CLIN 0001**				
0002AA	Award Fee – Task Order 001				$_____
0002AB	Award Fee – Task Order 002, Increment 2B				$_____

CLIN	Description	Qty	Unit	Unit Price	Amount
0003	**Ad Hoc Requirements**				
		Cost			$20,000,000
		Fixed Fee			$_____
		Cost Plus Fixed Fee			$_____
0004	**Travel / ODCs**	1	LOT	NTE	$_____
0005	**Task Order 002 – Increment 2B**	1	EA	$_____	$_____

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 for further processing. 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.

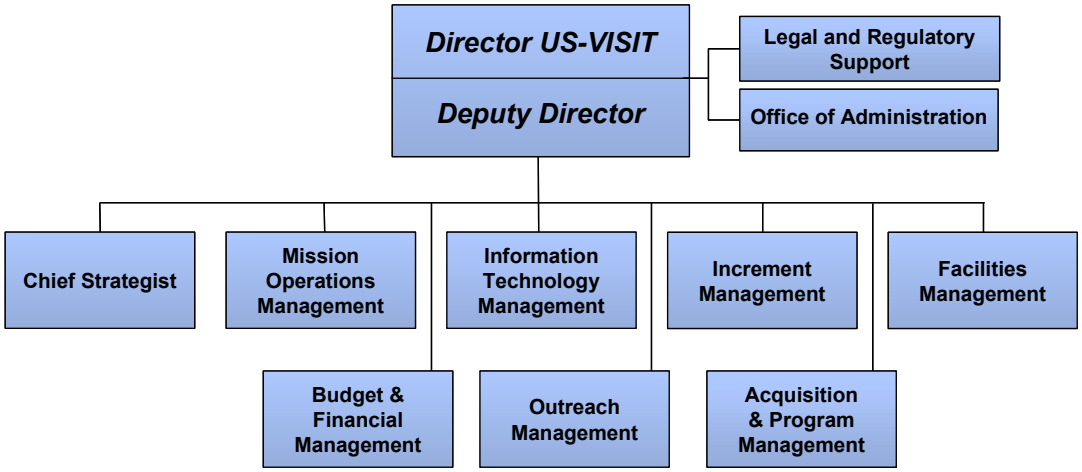

Figure C–1. US-VISIT Program Office Organizational Structure

C.3 Purpose

The purpose of this solicitation is to acquire the services of a Prime Contractor to provide a wide range of professional services to support the modernization of border management processes and supporting information technology (IT) related to the US-VISIT Program.

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 Prime Contractor (hereafter referred to as "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.

It is anticipated that once the Contractor is on board, Increment 4 may modified and subdivided into additional increments.

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

[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.

safeguarding the personal privacy of our foreign national visitors. This will require a large and effective outreach and communications effort.

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.8, *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.

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

The required time and place of delivery of products or provision of services to be provided under this contract will be specified in each task order. If a task order fails to identify the required time and place of delivery, then the Contractor shall promptly notify the Contracting Officer and request due dates and/or destinations. All products, services, and documentation will be ordered through the issuance of written task orders signed by the Contracting Officer.

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. Michael E. Jones, Contracting Officer

Department of Homeland Security
Office of Procurement Operations
245 Murray Drive, Building 410
Washington, DC 20528

Email: Mickey.Jones@dhs.gov

Telephone: 202-205-0140
Fax: 202-977-9230

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 render invoices upon successful completion (full or partial) of each requirement, but not more frequently than monthly, in an original and two (2) copies to the COTR. The Contractor shall not combine, on a single invoice, work performed on multiple task orders during a given period.

(b) 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) Cumulative amounts billed by Task to date

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

(9) Taxpayer Identification Number (TIN).

G.5 Government-Furnished Property (GFP)

(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) All GFP shall be managed and maintained in accordance with the GFP clauses specified in Sections H and I of this contract.

Section H Special Contract Requirements

H.1 Type of Contract

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (ID/IQ)-type contract resulting from this solicitation.

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 type of order will be based on the work to be performed. 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(s) of Work to the Contractor with a cover memorandum with the proposed task order-type of contract. The Task Order Statements of Work 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.

(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 Offerors 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) 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.

(2) 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.

(3) 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.

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

(5) 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.

(c) Work Breakdown Structure and Schedule

(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. 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.

(e) 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.

(f) Deliverables and Acceptance Criteria

H.3 Incorporation of Certifications

The Contractor's completed Section K – *Representations and Certifications*, dated _____** is hereby incorporated into the contract by reference with the same force and effect as if set forth in full text. (**To be filled in at time of award.)

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 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.

(b) 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.

(c) 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 HSAR 3052.245-70 -- Property Reports (November 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 F 4220.43, Contractor Report of Government Property.

H.5.2 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 _____** is incorporated by reference into the contract.

** To be completed at time of contract award.

H.6.2 HSAR 3052.219-71 -- DHS Mentor-Protégé Program (November 2003)

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;
(2) Protégé firms, which are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns; and
(3) Mentor-Protégé agreements, approved by the DHS Office of Small Disadvantaged Business Utilization (OSDBU).

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors, serving as mentors in the DHS mentor-protégé program are eligible for a post-award incentive for subcontracting plan credit by recognizing costs incurred by a mentor firm in providing assistance to a protégé firm and using this credit for purposes of determining whether the mentor firm attains a subcontracting plan participation goal applicable to the mentor firm under DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported via the SF-295. For example, the mentor/large business prime contractor reports a $10,000 subcontract to the protégé/small business and $5,000 of developmental assistance to the protégé/small business subcontractor as $15,000 ($10,000 traditional subcontract plus $5,000 in developmental assistance for a total of $15,000).

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

H.6.3 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), Offerors 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.6.4 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.6.5 HSAR 3052.219-70 -- Small Business Subcontracting Program Reporting (November 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.

H.7 HSAR 3052.209-72 -- Disclosure of Conflicts of Interest (November 2003)

DHS will award contracts only to those Offerors whose objectivity is not impaired by conflicting interests. Based on this policy:

(a) The Offeror shall provide a statement in its proposal that describes in a concise manner all past, present, or planned organizational, financial, contractual or other interest(s) with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors for more than 20 percent of the work and key personnel of the Offeror and any subcontractor accounting for more than 20 percent of the contract. Past interest shall be limited to within one (1) year of the date of the Offeror's technical proposal. Key personnel, for purposes of this clause, shall include any person owning more than 20 percent interest in the company, and the company's corporate officers, its senior managers, and any employee who is responsible making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DHS, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior

to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if the Contracting Officer deems that termination is in the best interest of the Government.

H.8 HSAR 3052.211-70 -- Index for Specifications (November 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.

H.9 Security Requirement

H.9.1 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.9.2 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.9.3 Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. 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"

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.9.4 Continued Eligibility

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

The 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.9.5 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.9.6 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.9.7 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.9.8 Minimum Computer and Telecommunications Security Requirements

H.9.8.1 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.9.8.2 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.9.9 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.9.10 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.9.11 HSAR 3052.237-70 -- Qualifications of Contractor Employees (November 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.

H.9.12 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 [*an amount specified by the Contracting Officer*] 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.

(1) Prior to any Contractor employee obtaining any ID media or vehicle decals, the Contractor shall submit complete documentation required in Section H.9.3 and shall be approved to begin work by the Security Office.

(2) To obtain the ID card, the Contractor employee shall submit an Identification Access Control Card Request Form, DHS Form 1100-5 (10/03) signed by the Contractor employee and authorized by the Contracting Officer or the COTR. The form shall be submitted at the same time the personnel security investigation paperwork required by the Contractor Personnel Suitability Requirements is submitted. The form shall contain, as a minimum, under the "Credential Justification" heading, the name of the Contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures.

(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.9.13 HSAR 3052.237-71 -- Information Technology Systems Access for Contractors (November 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.

H.9.14 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.

H.9.15 HSAR 3052.37-72 -- Contractor Personnel Screening for Unclassified Information Technology Access (November 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.

H.9.15.1 Security Requirements for Unclassified Information Technology Resources

(a) The Contractor shall be responsible for IT security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause is applicable to all or any part of the contract that includes IT resources or services in which the Contractor must have physical or electronic access to DHS's sensitive information

contained in unclassified systems that directly support the mission of the Department. The security requirements shall include, but not be limited to, how DHS'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 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, statements of work and contract vehicles shall require the return of all sensitive DHS information and IT resources provided during the life of the contract, and 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.), 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 sealed bid 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 six (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.

H.10 HSAR 3052.242-70 -- Dissemination of Contract Information (November 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.

H.11 Subcontractors

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

Subcontractor's Name	Address
_____	_____
_____	_____
_____	_____

H.11.1 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.12 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.13 Incorporation of Proposal by Reference

The Contractor's proposal entitled _____**, dated _____**, is hereby incorporated by reference into the contract with the same force and effect as if set forth in full text. (**To be filled in at time of contract award.)

H.14 HSAR 3052-215-70 -- Key Personnel or Facilities (November 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:

Assignment Area	Key Personnel Name	Company
Program Manager		
Deputy Program Manager		

The key facility to be utilized in this contract is TBD.

H.14.1 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 and Deputy Program Manager be full-time employees of the Contractor. All other Key Personnel may be employees of the proposed subcontractors.

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

H.15 Compliance With the Freedom of Information Act (FOIA)

H.15.1 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.15.2 Disclosure of Data Under FOIA Requests

Unless the requirements of Section H.15.1 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.16 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.17 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.18 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.19 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.20 Award Fee

H.20.1 HSAR 3052.216-71 -- Determination of Award Fee (November 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.

H.20.2 HSAR 3052.216-72 -- Performance Evaluation Plan (November 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.

H.20.3 HSAR 3052.216-73 -- Distribution of Award Fee (November 2003)

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

Evaluation Period: TBD

Available Award Fee: TBD

(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.

H.21 Post-Award Evaluation of Contractor Performance

H.21.1 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.21.2 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.22 Best Commercial/Government Prices

All prices offered under this contract; whether offered at contract award, priced at a later date, or prices for optional items shall be priced at or below the Contractor's best commercial/ government price.

H.23 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.24 HSAR 3052.228-70 -- Insurance (November 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).

H.25 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.25.1 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.25.2 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.26 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.27 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) Customs 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 Customs 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
52.227-19	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
52.243-2	Changes-Cost Reimbursement	August 1987

FAR Reference	Title	Date
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
52.246-20	Warranty Of Services	May 2001
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 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 HSAR 3052.242-72 -- Contracting Officer's Technical Representative (November 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.

Section J List of Documents, Exhibits, and Other Attachments

J.1 List of Attachments

Section	Title
J.2	Task Order 001 Statement of Work
J.3	Task Order 002 Statement of Work
J.4	[Reserved]
J.5	[Reserved]
J.6	Legislative Requirements
J.7	Bidders Library Instructions
J.8	List of Standards
J.9	Land Ports of Entry
J.10	Mission-Essential Task List (METL)
J.11	Cost/Price Workbook
J.12	Program Plan for End Vision
J.13	Past Performance Information and Evaluation Forms
J.14	Key Personnel Matrices and Resume Format

J.2 Task Order 001 Statement of Work

Task Order 001 Statement of Work
US-VISIT Program-Level Management, Engineering, and Architecture

1.0 Background

The United States Visitor and Immigrant Status Indicator Technology (US-VISIT) Program, established under the auspices of the Department of Homeland Security (DHS), seeks to secure our nation, facilitate travel, maintain privacy, and combat terrorism by improving the immigration processes and systems utilized to collect information on foreign nationals who travel to the U.S. The US-VISIT Program will use state-of-the-art business processes and information technologies to improve various legacy systems. The US-VISIT Program Office's approach to improving the performance of the legacy immigration and data systems is to develop an integrated system. This integration will evolve with the DHS Enterprise Architecture. The magnitude of this effort demands sophisticated program management methodologies and services.

The size and complexity of the US-VISIT Program will require a long-term implementation effort. The Contractor (the Prime Contractor and teaming partners/subcontractors) shall provide detailed planning and coordination of all program management, project management, and related technical engineering activities to ensure the success of the US-VISIT Program. As "partners" as defined in RFP Section C.6, both the US-VISIT Program Office and the Contractor will be involved in planning and managing the US-VISIT Program effort, which will be documented in various program and project plans. This Task Order Statement of Work describes the planning and management support to be performed by the Contractor in support of the overall US-VISIT Program. It also describes the program-level engineering and architecture support to be performed for the Program. Additional program management, engineering and architecture support will be required at the project level (e.g., implementation of the increments). This support will be defined in the project-level documents.

2.0 Scope of Work

The objective of this Task Statement is to establish and maintain a comprehensive program and project management methodology, policies, processes, procedures, and support structure to assist the US-VISIT Program Office in managing the program development and integration. The scope of the required Program Management Services includes planning, implementing, and managing at the program and project level. The US-VISIT Program Office also may task the Contractor with participation on Boards, Integrated Product Teams (IPTs), Technical Working Groups (TWGs), and committees to support US-VISIT integration activities.

All management planning under this task will be in support of the Program Office, which has responsibility for implementation of the US-VISIT Program. The Contractor shall have program- and project-level management planning and execution responsibility. The Contractor

shall report to the Program Office, which is responsible for implementation of the US-VISIT Program, through the Contracting Officer, Contracting Officer's Technical Representative (COTR), and Project Manager.

The Contractor's Task Proposal shall identify the level of support the Contractor will require from US-VISIT to perform the tasks in this Task Order Statement of Work. To complete the work in this Task Statement, the Contractor shall maintain close communications with US-VISIT Program Office personnel both locally and in the field. The subtasks described below are the minimum requirements. The Contractor may propose additional services or activities as necessary.

2.1 Development and Deployment Timeline and Breadth of Delivery

The Contractor shall identify the key milestones, expected milestone reviews or milestone accomplishment dates, and affected stakeholders. The Contractor shall also identify its deliverables and work products for this Task Order Statement of Work. A deliverable requires the review and approval of the US-VISIT Program Office. A work product is a document that is necessary for the Contractor to perform its work, but does not require the approval of the Program Office. Work products will be provided to the Program Office as informational items.

2.2 Work Breakdown Structure and Solution Elements

The US-VISIT Program Office defines a solution element as a fundamental building block of a solution. The Contractor shall organize its product-driven Work Breakdown Structure (WBS), detailed basis of estimates, and pricing data around the following subtasks.

3.0 Description of Subtasks

The subtasks in this task order constitute the overall program and technical management and integrated execution of individual US-VISIT projects, 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. The subtasks described in this Task Order Statement of Work are:

Program Management

Subtask 1: Program Planning

Subtask 2: Cost and Schedule Estimation Methodology

Subtask 3: Program Control Methodology

Subtask 4: Risk Management Program

Subtask 5: Configuration Management Plan and Repository

Subtask 6: Quality Management Plan

Subtask 7: Process Improvement Program

Subtask 8: Communications Management Plans and Program Support

Subtask 9: Transition

Program-Level Engineering

Subtask 10: Application of Approved Life Cycle Methodologies

Subtask 11: Systems Engineering Management

Subtask 12: Performance Engineering

Subtask 13: Critical Technologies and Technology Insertion

Subtask 14: Systems Integration

Subtask 15: Human Computer Interface and Human Factors Engineering

Subtask 16: Security and Privacy Engineering

Program-Level Solution Architecture

Subtask 17: End Vision Solution Architecture

Subtask 18: Program Transition Strategy

Subtask 19: Program Release Architecture

Subtask 20: Program Release Definition

Business Process Reengineering and Organizational Change Management

Subtask 21: Business Process Reengineering

Subtask 22: Organizational Change Management

3.1 Program Management

The subtasks for Program Management are as follows:

Subtask 1: Program Planning

Subtask 2: Cost and Schedule Estimation Methodology

Subtask 3: Program Control Methodology

Subtask 4: Risk Management Program

Subtask 5: Configuration Management Plan and Repository

Subtask 6: Quality Management Plan

Subtask 7: Process Improvement Program

Subtask 8: Communications Management Plans and Program Support

Subtask 9: Transition

3.1.1 Subtask 1: Program Planning

The US-VISIT Program Office is responsible for maintaining and updating a Program Plan that describes the End Vision and necessary activities to integrate all US-VISIT-related processes and systems. This plan becomes a living document and is the key guiding document for the US-VISIT Program. The Program Plan provides the requisite tactical-level information to successfully achieve all of the US-VISIT Program goals and objectives. The Program Plan addresses the scope of the entire effort required of the US-VISIT Program Office and the Contractor.

The Contractor shall support the US-VISIT Program Office in the development and maintenance of this Program Plan. This Plan identifies opportunities to reengineer or replace systems, as necessary, in a timely and coordinated fashion and take advantage of new technologies and business practices. As part of its proposal to the Prime Contract Request for Proposals (RFP), the Contractor is developing an initial draft of this Program Plan. The Contractor shall deliver an update to the draft Plan within two (2) months after award of this Task Order for approval by the US-VISIT Program Office. The Program Office will review and update the Program Plan annually, or more often if needed, and the Contractor shall provide inputs to support this update. The Contractor shall also support updates to this plan that are required as a result of changes in the funding profile or the priority of the requirements.

In addition to support the Program Office in the development and updating of the Program Plan, the Contractor shall also provide support in the overall strategic planning for this Program. This includes providing inputs to congressionally mandated documents such as the OMB E300, the annual budget, and expenditure plans. The Contractor inputs will be in the form of both textual information and financial information.

The Contractor shall also provide inputs to briefings to Congress, Oversight bodies, and other interested parties as well as inputs to responses to Congress and other letters received by the Program Office.

The Contractor shall further support the Program Office in strategic planning initiatives by providing ad hoc reports on studies and analyses commissioned by the Program Office and tasked by the COTR. The Contractor shall provide reports of sufficient quality to assist executive decision makers in determining when and whether a contemplated project is feasible and affordable. As tasked by the COTR, the Contractor also shall provide appropriate inputs to support the US-VISIT Program Office in preparing quarterly and ad hoc reports for senior executives and oversight organizations.

3.1.2 Subtask 2: Cost and Schedule Estimation Methodology

US-VISIT places considerable emphasis on contractor cost and schedule management and oversight. The Contractor shall be responsible for implementing and using a cost and schedule estimation methodology for estimating costs and schedules for product-driven WBS elements/activities. The Government requires evidence that the Contractor's estimating system and cost and schedule capabilities including their standards, policies, processes, and procedures; templates, guidelines, and handbooks; historical data repositories; cost and schedule models; and training plans have been validated. This validation should include a review of the Contractor's cost and schedule estimating infrastructure and its compliance with industry best practices. Compliance shall have been assessed in accordance with the Software Engineering Institute's (SEI) widely recognized Checklists and Criteria for Evaluating the Cost and Schedule Estimating Capabilities of Software Organizations. Contractor submissions of individual task order cost and schedule estimates or life cycle cost estimates shall be subject to separate government reviews for compliance with other SEI guidelines: A Manager's Checklist for Validating Software Cost and Schedule Estimates.

3.1.2 Subtask 3: Program Control Methodology

The Contractor shall direct, monitor, forecast, and control its program for US-VISIT Program integration initiatives. The Contractor shall develop and maintain a structured methodology for managing competing priorities from multiple projects/increments.

The Contractor shall prepare a Contractor Program Management Plan (CPMP). This plan shall describe the Contractor's approach to the long-term management of the US-VISIT Program and should describe how all the elements of program management work together and are integrated to ensure that scope, schedule, and cost are being managed holistically. The CPMP shall include, but not be limited to:

(a) A description of the Contractor's organization, including teaming partners and subcontractors, for performance on the US-VISIT Program

(b) The roles and responsibilities of the Contractor's team

(c) All applicable processes, proposed tools for use, and the products to be generated

(d) Any data that will be generated by the Contractor to support the US-VISIT Program Office's program management and reporting systems.

The CPMP should document, at a minimum, the processes to be used for quality assurance, configuration management, risk management, problem resolution, subcontractor management, and other areas the Contractor deems relevant and important to the successful management of the US-VISIT Program. The CPMP shall specify the Contractor's plans for setting up its own program management office (PMO). This description shall include the functions necessary to support both program- and project-level responsibilities, the Contractor's proposed staffing, and its plans for coordinating with the US-VISIT Program Office on program management policies and processes in areas of shared responsibility. The Contractor shall work with the US-VISIT Program Office to integrate methodologies and tool sets for program management. In addition, the Contractor shall assist US-VISIT Program Office in integrating its work into the US-VISIT Integrated Master Schedule (IMS), Program Work Breakdown Structure (PWBS), and PWBS dictionary. The project WBS shall be product-driven as opposed to activity driven, enabling the Government to monitor the cost and schedule associated with delivering products and deploying capabilities rather than simply completing tasks. The Contractor shall prepare a project management plan standard for managing and documenting each Task/Delivery Order. The standard shall address the following topics:

(a) Project WBS

(b) WBS dictionaries

(c) Organizational Breakdown Structure (OBS)

(d) Schedules and budgets

(e) Resource estimates and resource availability

(f) Cost, schedule, and technical baselines for monitoring and control.

The Contractor also shall be responsible for developing and maintaining individual project management plans for each task subsequently awarded. The Contractor shall deliver these plans within two (2) months of Task Award and update them annually as tasked. The Contractor shall prepare the necessary materials for and participate in Integrated Baseline Reviews (IBRs) conducted by the US-VISIT Program Office to ensure that the cost, schedule, and technical performance baselines on each task are realistic. The Contractor shall provide updates to the Program Office for all US-VISIT projects within its purview for integration into the US-VISIT Integrated Master Schedule.

The Contractor shall coordinate, attend, and facilitate meetings with the US-VISIT Program Office staff, Associate Contractors, and other parties as tasked to capture and baseline project data and information. These meetings shall include Program Management Reviews (PMRs) and other reviews requested by the Program Office and as tasked by the COTR. The Contractor's coordination responsibilities shall include developing meeting schedules and agendas, establishing an Action and Issues Item database, tracking and updating action and issue items, and publishing minutes.

The Contractor shall develop and maintain an effective budget and financial management process to support its cost reporting responsibility. The Contractor shall play an active role in problem identification and resolution to minimize risk. Representative tasks shall include providing input to cost-benefit analyses (CBAs); developing and updating project cost estimates; preparing five (5)-year budget forecasts; preparing and explaining financial metrics [CBA and return on investment (ROI)]; and tracking allocated funds.

The Contractor shall report on program activities and provide detailed project data to the Program Office to support its program management responsibilities. As directed by the COTR, the reporting information shall include, but not be limited to, detailed status reports, progress schedules, metrics, cost estimates, budget projections, task plans, and ad hoc reports. The Contractor shall be expected to provide cost reports by various parameters, such as project and funding type. The Contractor shall ensure that its time reporting system accommodates tracking of various projects, activities, funding sources, and Accounting Process Codes. The time reporting system shall also monitor records of all Contractor personnel, including teaming partners and all subcontractors working on the program.

The Contractor shall monitor cost, schedule, and technical performance for program and project-level schedules. The Contractor shall use activity-based costing and other cost performance monitoring tools, such as an Earned Value Management System (EVMS). The Contractor shall use an EVMS that complies with EIA 748A and flow EVM requirements to its subcontractors. The Contractor shall assess, quantify, and forecast trends; analyze variances; and facilitate development and implementation of corrective actions.

EVMS-Specific Requirements

In the performance of this contract, the Contractor shall create and follow a System Description for their Program Management Control System (PMCS). This government approved document shall describe how the Contractor manages cost and schedule on the program in an EVM-compliant manner. The System Description must comply with the intent of the EVM Guidelines (ANSI/EIA STD 748A). If the Contractor's PMCS or other documented procedures are found to differ from the intent of the EVM Guidelines, the Contractor shall immediately correct the procedures and bring them into compliance with the EVM Guidelines.

The Contractor shall not rebaseline their performance measurement baseline without the prior permission of the US-VISIT Program Office. Replanning of future work that does not change the project budget, period of performance, and/or scope, however, does not require government approval.

The Contractor shall not, under any circumstances, adjust cost performance data (BCWS, BCWP, ACWP) from prior months. Any errors, accounting adjustments or approved re-baselining actions shall be recorded as a single point adjustment in the current reporting month.

The Contractor shall provide access to all pertinent records and data requested by the US-VISIT Program Office or its duly authorized representative to monitor the compliance of the Contractor's actual program/project management procedures with its PMCS.

The Contractor shall ensure that its teaming partners, subcontractors and other program suppliers comply with the intent of the EVM Guidelines and report their monthly EVM data accurately and in time for inclusion in the Contractor's Cost Performance Report.

Annual EVM System Review – One week per fiscal year, at a time mutually agreeable to both the US-VISIT Program Office and the Contractor, the Contractor shall make appropriate staff available for an EVM System Review. The goal of the system review will be to ensure that the Contractor's Program Management Control System (PMCS):

(a) Provides timely and reliable cost, schedule, and technical performance measurement information summarized directly from the Contractor's internal management system

(b) Complies with the Earned Value Management (EVM) guidelines

(c) Provides timely indications of actual or potential problems

(d) Maintains baseline integrity

(e) Provides information that depicts actual conditions and trends

(f) Provides comprehensive variance analysis at the appropriate levels including proposed corrective action concerning cost, schedule, technical, and other problem areas.

The system review will focus on major system activities and problem identification to ensure the greatest return for resources expended. The review will rely heavily on interviews with individual Control Account Managers (CAM) to ensure that they have adequate knowledge of the PMCS and to ensure that they are familiar with all of their CAM responsibilities.

The system review team will be comprised of US-VISIT Program Office and Contractor team members. The Contractor shall be prepared to discuss the following topics:

(a) Data Analysis and Reporting

(b) Performance Measurement

(c) Program Budget Planning

(d) Subcontract Planning and Control

(e) Work Authorization

(f) Organization

(g) Scheduling.

At the conclusion of each system review, the team will prepare a list of items that require correction or further explanation and will go over the list with the Contractor's management

team. At the beginning of each system review, the team will review the action item list with the Contractor's management team and will assess the provided corrections and explanations.

Contractor's EVM Self-Monitoring Responsibilities – The Contractor shall establish and conduct an internal monitoring program to ensure that it continues to follow the EVM Guidelines and that its PMCS is implemented and used correctly on the program. The Contractor will note all instances in which their PMCS is not being followed correctly or where their processes are contrary to the EVM Guidelines and will ensure that these instances are corrected and not repeated. The Contractor shall also ensure that its team members and subcontractors comply with the EVM Guidelines and will ensure that instances of non-compliance are corrected and not repeated.

Earned Value Cost Performance Report – The Contractor shall prepare and submit a Cost Performance Report (CPR) each month describing the amount of work scheduled and achieved to date and the actual costs associated with that work.

3.1.4 Subtask 4: Risk Management Program

As part of this effort, the Contractor shall develop a Risk Management Plan (RMP) and Program that addresses the methodologies, processes, and systems to be used in risk management. The plan shall include identification of the potential sources of risk; the process for identifying and classifying the type of risk; the process for assessing the probability and potential impact to scope, quality, cost, schedule, and other program objectives; the process for developing mitigation strategies, including contingency plans; the development of monitoring processes; and the process and schedule for reporting risk.

The US-VISIT Program Office shall review and, if appropriate, provide recommendations for enhancements and/or changes to the Contractor's RMP to ensure that it aligns with the Program Office's risk management program.

The Contractor shall work with the Program Office to ensure that its risk management program and the Program Office's equivalent program are aligned in terms of the methodologies, processes, and systems used in implementing effective program- and project-level risk management.

The Contractor shall perform program- and project-level risk assessment on an ongoing basis and shall identify to the US-VISIT Program Director or designee any anticipated risks on a monthly basis in a Risk Management Status Report. The Contractor shall also recommend and implement mitigation strategies and monitor the effectiveness of these strategies. The Contractor's Risk Management Status Report, provided to the Program Office on a monthly basis, shall describe all anticipated and current risks and the associated mitigation strategies.

The Contractor shall develop a risk management tool to support qualitative risk impact and risk probability assessments in terms of High, Medium, or Low. The risk management tool shall support associating risks with schedule (or WBS) elements and allow for the identification of a risk owner.

3.1.5 Subtask 5: Configuration Management Plan and Repository

The Contractor shall develop a Configuration Management Program that addresses configuration management policies, processes and procedures. The Contractor shall develop a Configuration Management Plan that shall provide, at a minimum, a consistent, traceable method of tracking requirements, documents, software and hardware, inventory, and assets. The plan shall address configuration identification, baselines, change control, and audits and reviews. The Contractor shall propose and implement, with US-VISIT Program Office approval, the necessary tools to support the Configuration Management Program. In developing the Contractor's Configuration Management Program, the Contractor shall address how configuration management will be conducted on items in current legacy systems.

The Contractor shall develop a configuration management tool to support limited role/user-based document access and support check-in/check-out processes for configuration items (for implementing changes to the controlled items and avoiding concurrency issues). Additionally, the tool shall accept documents (business cases, CBAs, plans, processes, all contract deliverables), source code, briefings, spreadsheets and workbooks, project schedules, and graphic images as configuration items. The tool shall be capable of tracking such changes to configuration items as who made the change, the reason for a change, and the authority approving the change. This configuration management tool shall allow read access to authorized users and provide metrics reports and data on configuration items.

The Contractor shall develop and establish the repository environment using automated tool(s) that support tracking, managing, accessing, and archiving of all data connected to the US-VISIT Program. The repository shall support the definition of security by individuals or by groups; shall include automated interfaces to other tools used by the US-VISIT Program (e.g., tools to support requirement definition and tracking, configuration management, data modeling; and provide advanced search capabilities). The repository shall be integrated with the US-VISIT system integration configuration management processes.

The Contractor shall populate and maintain this database throughout the contract and shall provide an equivalent tool set and monthly data updates to the Program Office for its use.

All tools proposed for use by the Contractor for configuration management or for the repository shall conform to the evolving DHS Enterprise Architecture and the DHS System Architecture and Technical Reference Model (TRM). The Contractor must obtain US-VISIT Program Office approval for addition of any tools to the Enterprise Architecture/Technical Reference Model.

The Contractor shall use electronic technologies to communicate and pass data between Government and Contractor organizations. This includes (1) Contractor integrated Technical Information Service (CITIS), (2) Government/Contractor intranet/extranets, and (3) Video Teleconferencing.

The Contractor shall establish procedures and systems for the maintenance of program documentation for both digital and hard copy, including standards for versioning.

The Contractor shall establish and maintain an effective change control management program. As directed by the Contracting Officer, this may include acting as the Secretariat for and assisting, as necessary, any US-VISIT Program change control boards established by the Program Office.

3.1.6 Subtask 6: Quality Management Plan

The Contractor shall develop, establish, and document a Quality Management Plan (QMP) for the implementation of its Quality Management Program. This plan shall be submitted to the US-VISIT Program Office for review and approval. The Contractor's QMP shall define the responsibilities and authority of the Quality Assurance (QA) organization and the certification and functions of its personnel. The plan shall address quality planning, quality control, and quality assurance. The plan shall develop performance goals that are clearly defined, measurable, traceable, and meet performance standards and quality assurance.

The Contractor shall develop a QA tracking tool to provide statusing and reporting of QA review results and shall provide tracking of status of actions and recommendations from QA reviews. Additionally, the QA tracking tool shall provide reporting of occurrences of peer review for deliverables and shall provide reporting of testing results used to meet exit criteria for deliverables.

3.1.7 Subtask 7: Process Improvement Program

The Contractor shall establish a continuous process improvement initiative for software acquisition, systems engineering, software development, and subcontractor management (supplier sourcing) and shall document this in a Process Improvement Plan. This plan shall address the processes, tools, and techniques to be used in process improvement at the program level. The plan shall address how the Contractor will integrate its team and use one consolidated set of Software Engineering Institute (SEI®) Capability Maturity Model® (CMM®) Level 3 processes in alignment with either the CMM for Software (SW-CMM®) or the Integration CMM (CMMI®). The Contractor shall update this plan annually.

The business units of the Contractor and/or any of its teaming partners/major subcontractors who will be performing software engineering on the contract are required to maintain at least a SW-CMM or CMMI Level 3 maturity. To show this level of maturity, the Contractor and/or teaming partners/major subcontractors who will be performing software engineering shall have been appraised with a CMM Appraisal Framework (CAF)-compliant method at Level 3 or higher of the SW-CMM or CMMI before work begins on a software task. 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 Offeror or one of its teaming partners/major subcontractors).

The Contractor is required to continually improve its level and breadth of process maturity. Periodically, the US-VISIT Program Office may review and/or evaluate the CMM level and improvement efforts of the Contractor and its teaming partners/major subcontractors. The

Program Office may perform these reviews/evaluations through both formal methods, such as CAF-compliant evaluations, or through informal methods by interviewing Contractor and/or teaming partners/major subcontractor employees and reviewing Contractor and/or teaming partners/major subcontractor documentation. The Contractor and its teaming partners/major subcontractors shall support and cooperate with the US-VISIT Program Office in these reviews of the Contractor's processes.

The Contractor shall monitor and update its practices to stay current with the most recent CMMs and other similar process improvement models, and shall incorporate these models into its improvement plans and program.

The Contractor shall implement a process improvement tool to support the use of process and project artifacts and in the support of the collection of process execution metrics. This tool shall support the storage and maintenance of process templates and allow users to access and reuse approved processes when executing a task order. The process improvement tool shall also support the improvement of approved processes.

The Contractor shall support the US-VISIT Program Office internal process improvement and integration activities as directed by the COTR.

3.1.8 Subtask 8: Communications Management Plan and Program Support

The Contractor shall support the US-VISIT Program Office in developing and implementing a program-level Communications Management Plan (CMP). The CMP shall address both internal and external communications, establish formal and informal communications channels, define frequency and types of the communications, and the review and approval processes. The types of communications shall include, but not be limited to, correspondence, reports, publications, briefing materials, Web pages, and graphics.

The CMP shall implement a communications management tool to support the collection, aggregation, reporting and display of program information. This tool shall allow only authorized users access to program information and shall support detailed reporting for user groups. The Contractor shall review and provide recommendations to the US-VISIT program-level CMP. Additionally, as tasked by the COTR, the Contractor shall assist the Program Office in the implementation of its CMP. The Contractor shall conform to the processes and procedures specified in the Program Office's CMP.

The Contractor shall develop and implement a project-level CMP for each US-VISIT project. The plan shall support the communication of project information both internally and to the US-VISIT Communities of Interest. The Contractor's Project CMP should conform to and complement the program-level US-VISIT CMP.

The Contractor shall use the intranet-based repository developed in Subtask 3.4 as one method to ensure the timely dissemination of reliable communications to US-VISIT stakeholders.

The Contractor shall be responsible for overseeing and managing correspondence, briefings, presentation materials, and reports for both internal and external review. As directed by the COTR, the Contractor shall prepare appropriate correspondence, briefings, presentation materials, and reports for those projects for which the Contractor is responsible.

The Contractor may serve, as a non-voting member, on one or more boards, providing technical and business guidance on the US-VISIT Program. As directed by the COTR, the Contractor shall provide appropriate briefing and presentation materials to support the activities of the board(s).

3.1.9 Subtask 9: Transition

The Contractor shall be responsible for Transition Management, and shall develop a Transition Management Plan (TMP) that describes the Contractor's approach to the following issues.

The Contractor shall describe the General Implementation Practices for transitioning the legacy systems, including modifications, replacement, and cancellation. At a minimum, the following items should be addressed:

(a) System cutover strategies

(b) Suitability of system/s to be transitioned

(c) Technology insertion or technology refresh

(d) Data availability (scope, type, media)

(e) Test equipment and tools

(f) Training (types, methods, media, target audiences).

The Contractor shall describe the approach for co-existing with current systems during incremental deliveries and deployment and how systems will be phased in and/or cut over with minimal disruptions to US-VISIT Program operations.

In addition, the plan shall include, but not be limited to, beta testing, site selection and preparation, schedule, software, hardware and network configuration, installation, parallel operations, resources, and integration with legacy systems.

The plan shall also address the procedure and criteria for system testing. It shall establish explicitly when and how responsibility shifts from the Contractor to DHS legacy system owners and what levels of support the Contractor shall provide during the warranty period(s).

3.2 Program-Level Engineering

The subtasks for Program-Level Engineering are as follows:

Subtask 10: Application of Approved Life Cycle Methodologies

Subtask 11: Systems Engineering Management

Subtask 12: Performance Engineering Plan

Subtask 13: Critical Technology and Technology Insertion Plan

Subtask 14: Systems Integration Plan

Subtask 15: Human Computer Interface and Human Factors Engineering Plan

Subtask 16: Security and Privacy Engineering Plan

The Contractor shall conduct the design, development, testing, and deployment of the US-VISIT system in accordance with good systems engineering practices, as represented by accepted standards (IEEE 1220-1998 or ISO/IEC-15288) and Capability Maturity Models [SEI's Capability Maturity Model Integration (CMMI®) or CMM for Software (SW-CMM®)].

3.2.1 Subtask 10: Application of Approved Life Cycle Methodologies

3.2.1.1 Enterprise Life Cycle Methodology

The Contractor shall utilize an Enterprise Life Cycle Methodology (ELCM) approved by the Government that addresses the integrated enterprise-wide planning, investment, management, business, and engineering life cycle processes so that information technology (IT) activities are aligned with business goals and processes. The ELCM shall include the tool and documentation to manage a program or project from inception through retirement. This shall include the DHS Capital Planning and Investment Control activities, the Contractor's Software Development Life Cycle, the management processes, the systems engineering processes, and the operations and management (O&M) processes.

3.2.1.2 System Development Life Cycle

The Contractor shall use a System Development Life Cycle (SDLC) approved by the Government in developing components of the "to-be" or target system.

3.2.2 Subtask 11: Systems Engineering Management

The Contractor shall deliver to the Government a Systems Engineering Management Plan (SEMP) that describes how all aspects of the systems engineering process will be managed. The SEMP is a "living" document, which the Contractor shall maintain continuously in an electronic format. The US-VISIT Program Office shall have access to the SEMP. The SEMP provides a road map of the key systems engineering activities to be performed, and makes visible the organization, control mechanisms, and personnel for attainment of cost, schedule, and technical performance objectives. It delineates engineering activities and provides information on

interfaces and engineering specialty areas. Related plans should be electronically linked to the SEMP.

The SEMP shall contain, at a minimum, the following sections:

1.0 Introduction. Identify the project and the person responsible for this SEMP.

2.0 Technical Project Planning and Control.

2.1 Responsibilities and Authority. Give names (or office names), positions, and roles of those who have responsibility on the project. Indicate their authority.

2.2 Standards, Procedures, and Training. Give standards, procedures, and training required that apply to the project.

2.3 Project Risk and Opportunity Management. Describe the project risk philosophy (such as the aggressive pursuit of new or critical technology, or reliance upon proven and well-established products). Describe the procedures for identifying risks and implementing risk mitigation procedures. Describe the procedures for identifying project opportunities and implementing opportunity enhancement procedures. Address cost, schedule, and technical impacts.

2.4 Project and Technical Reviews. Indicate frequency, content, and required attendance of project and technical reviews.

2.5 Critical Technologies. Indicate the approach to management of and performance verification of critical technologies.

2.6 Technical Performance Measures. Define critical Technical Performance Measures (TPM) for the project. Indicate how they will be managed.

2.7 Engineering Project Integration. Explain how concurrent engineering will be implemented: teams, collocation, use of integrated data bases and electronic drawings, etc. Indicate authorities for problem resolution.

2.8 Interface Control. Identify all interfaces both internal and external to the system. Identify all associate contractors, subcontractors, and vendors. Indicate responsibility for the Interface Specification(s) (IS). Define membership in the Interface Control Working Group (ICWG) for external interface management and control. Reference the Configuration Management Plan sections on interfaces.

2.9 Configuration Management. Reference the Configuration Management Plan, and define the role of system engineering in the configuration management process.

2.10 Subcontractor and Supplier Control. Describe the process for maintaining system engineering control over the products being provided by subcontractors and suppliers, including their internal change control processes. Define the procedure for updating their requirements if the project baseline changes. Define the relationship between the subcontractor manager, contractor procurement, system engineering, and project design engineering. Define the authority of the Integrated Product Team (IPT) leader to interact with the subcontractor or supplier.

2.11 Other. Indicate any other plans and controls to be employed during the project. Include data management.

3.0 System Engineering Process. Describe the process by which systems engineering will be employed to define system design and test requirements. Include strategies for high-risk areas, e.g., generating multiple alternative designs at each development level and using tradeoff results to trigger iteration of the system design process. Provide processes, procedures, and models that may be used for evaluations, generation of specifications, and generation of documentation. Include, as applicable:

- **Requirements Analysis/Development**
  - Operational Requirements
  - Technical Requirements
  - Baseline Control
- **Standards Adoption, Development, and Enforcement**
  - Standards Development and Approval
  - Standards Enforcement
- **Architecture Planning and Control**
  - Functional Analysis/Allocation
  - Design Optimization and Effectiveness Analysis
  - Technical Interface Compatibility
  - Performance Engineering/Capacity Planning
  - Database Engineering
  - Interface Engineering
  - Transition Planning
  - System Integration
  - Technology Insertion/Preplanned Product Improvement
- **Configuration Management**
- **Test and Evaluation**
  - Requirements Verification
  - Software Delivery Testing

- **Test Planning**
- **Test Conduct**
- **Results Evaluation**
  - End-to-End Test
  - Reviews and Audits
- **Specialty Engineering**
  - Reliability and Maintainability
  - System Security
  - Human Factors
  - Survivability
  - Integrated Logistics Support
- **Systems Analysis and Control**
  - Tradeoff Studies
    - Requirements Analysis Tradeoff Studies
    - Functional Analysis/Allocation Tradeoff Studies
    - Synthesis Tradeoff Studies
  - Cost-Effectiveness Analysis
  - Risk Management

4.0 Engineering Specialty Integration

4.1 Integration Design Plans. As applicable, describe how the activities described in the following plans will be integrated into the mainstream system design effort. For each, summarize the link to the overall project plan. The plans listed below may be included as appendices to the SEMP, or called out by reference as a separate document.

- Configuration Management Plan
- Contingency plan
- Computer resources life-cycle management plan
- Deployment plan
- Electromagnetic compatibility/interference plan
- Facilities plan
- Human engineering plan
- Implementation Plan
- Integrated logistics support plan
- Interface control plan
- Long-lead item plan
- Maintainability plan

- Make or buy plan
- Manufacturing plan
- Operations plan
- Performance engineering plan
- Procurement plan
- Production plan
- Quality plan
- Reliability plan
- Risk and opportunity plan
- Safety plan
- Security and privacy engineering plan
- Spares plan
- Staffing plan
- Standardization plan
- Verification plan
- Other engineering specialty plans.

4.2 **Verification.** Describe how the system will be tested for integration of any unique parameters into the process. Reference the System Verification Plan.

4.3 **Compatibility with Supporting Activities.** Define the extent to which the system engineering activities are compatible with the following activities:

- System cost/effectiveness
- Value engineering
- Quality Assurance/Total Quality Management (TQM)
- Integrated Logistics Management (ILM)
- Hardware/cabling compatibility into existing facilities structures.

5.0 **Notes.** Provide any general information that aids in understanding this document.

6.0 **Appendices.** Provide in appendices any supplemental information. Appendices may be bound as separate documents for ease in handling, or provided by electronic links.

7.0 **Applicable Documents.** List all the documents referenced, with version numbers.

3.2.3 Subtask 12: Performance Engineering Plan

The Contractor shall develop a Performance Engineering Plan that documents key system performance drivers over the lifetime of the US-VISIT Program, potential system performance bottlenecks and risk areas (hardware, software, communications and IT infrastructure, and possible bottlenecks to the process, either within the US-VISIT system or within systems that US-VISIT interfaces with), and proposed mitigation strategies for these bottlenecks and risks. This plan shall both contain a description of any analytical or modeling techniques to be applied to assure that the system design meets the required performance objectives throughout the life cycle of the US-VISIT Program, and shall also present the results of these analyses and models.

The Performance Engineering activity shall develop time-based profiles of derived performance requirements imposed on external dependencies (e.g., communications network infrastructure) using projected workloads of the US-VISIT system. These shall be used to identify and address, as early in the program life cycle as possible, critical performance items that will impact the ultimate performance of the US-VISIT system.

The Contractor shall continuously update the Performance Engineering Plan throughout the life cycle of this procurement.

3.2.4 Subtask 13: Critical Technologies and Technology Insertion Plan

The Contractor shall document critical technologies to be used in the development and deployment of the target system, and assess the relative maturity of each technology to be employed. A strategy for deploying new technologies, and refreshing or retiring old technologies, shall be provided.

3.2.5 Subtask 14: Systems Integration Plan

The US-VISIT system must integrate with numerous systems external to itself, and with some external to DHS—in particular, the DoS consular systems, such as the Consular Consolidated Database (CCD) and the Consular Lookout and Support System (CLASS). The Contractor shall develop a plan that addresses strategies for accomplishing the required integration, reengineering strategies, and interface management strategies.

3.2.6 Subtask 15: Human Computer Interface and Human Factors Engineering Plan

The Contractor shall develop a plan that addresses how to meet the unique human computer interface (HCI)/human factors (HF) challenges of the US-VISIT system. The plan shall discuss the use of such items as portable data entry devices, touchscreen displays, and various biometric technologies. The plan shall also address usability of the system and how usability will be evaluated and tested through the life cycle from design (e.g. human computer interface screen mock-ups) through final acceptance test (user group evaluations and participation in testing).

3.2.7 Subtask 16: Security and Privacy Engineering

3.2.7.1 Information Security

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 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 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.

The security plan shall describe the Contractor's approach to threat, vulnerability, and risk impact analysis. The plan shall define system boundaries, and recommend countermeasure and intrusion detection systems, to ensure the security and privacy of US-VISIT and affected stakeholder data. The plan shall address the security vulnerabilities and risk management associated with wireless transmission of US-VISIT data. The plan shall provide recommendations on Physical and Personnel Security for the US-VISIT system, including proposed operational and managerial policies and procedures. The plan shall indicate how sensitive information will be protected during the design, development, deployment, and operations phases of the US-VISIT system. The plan shall propose for US-VISIT Program Office approval a security policy identifying potential security domains, allowable interactions, and protection requirements.

Within six (6) months after contract award, the Contractor shall submit written proof of IT Security accreditation for the US-VISIT system 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.

3.2.7.2 Policy Development

The contractor shall assist the Government in the development of policy and guidance documentation as it relates to Information Assurance (IA) (and security) decisions in three areas:

(a) Program Policy – High-level policy used to create an organizations IA program, define its scope within the organization, assign implementation responsibilities, establish strategic direction, and assign resources for implementation.

(b) Issue-Specific Policies – Address specific issues of concern to the organization, such as contingency planning, the use of a particular methodology for systems risk management, human resources, physical locations and implementation of new regulations or law. These policies are likely to require more frequent revision as changes in technology and related factors take place.

(c) System-Specific policies – Address individual systems, such as establishing an access control list of in training users as to what system actions are permitted. These policies may vary from system to system within the same organization. In addition, these policies may refer to entirely different matters, such as the specific managerial decisions setting the organization's electronic mail (e-mail) policy or facsimile (fax) security policy.

3.2.7.3 Security Measures

The Contractor shall accomplish the following steps to ensure the physical and operational security of the US-VISIT system.

(a) Develop a security certification process that ensures that only authorized personnel have access to software codes, documentation, passwords, authentication processes, hardware, and associated components of the US-VISIT system during development, installation, and testing.

(b) Safeguard US-VISIT system components, including hardware, software, and documentation not yet installed in Government facilities against damage, pilferage, and unauthorized access or modification.

(c) Deliver, install, and test US-VISIT system components in a manner that maintains security against damage, pilferage, and unauthorized access or modification.

(d) Protect sensitive data, software, and hardware from unauthorized disclosure, access, or corruption at all times during production, storage, delivery, and installation. Notify the Government immediately if unauthorized disclosure, access, or corruption occurs or is suspected.

(e) Provide the US-VISIT system with secure installation defaults during delivery and installation.

(f) Provide US-VISIT system administrators authorized by the Government with the capability to customize the default security parameters at any time during the installation process.

(g) Provide the Government with procedures for testing delivered software to ensure that it is exactly as specified in the master copy.

(h) Develop an Information System Security Plan.

3.2.7.4 Contractor User Accountability

All Contractor users of systems and data employed for the development, integration, interfacing, testing, delivery or storage of US-VISIT hardware or software components shall be accountable for their actions while using information systems that meet the following criteria:

(a) Are owned or leased by the Contractor and used for preparing software or documentation to be delivered to the Government,

(b) Are connected to Government information systems via a network interface, or

(c) Are owned or leased by the Government.

User accountability shall be documented in security audit logs generated by the operating systems of US-VISIT development, integration, interface, testing, delivery, and storage systems. Security audit logs shall be protected as "Read Only" from modification, destruction, and substitution by operating system access control mechanisms and shall be readable only by privileged system or security administrators. Audit logs shall be archived on removable storage media on schedules that prevent them from being automatically overwritten. When in storage, archived audit logs shall be physically protected from unauthorized access. Online audit logs and archives shall be delivered to the Government with the final delivery of US-VISIT products.

3.2.7.5 Training & Education/Training & Awareness Program(s)

The contractor shall provide and support Training & Education (T&E) and Training & Awareness (T&A) programs three-dimensional array that integrates the following and complies with the NIST SP 800-50, Building an Information Technology Security Awareness and Training Program, NIST SP 800-1.

The Contractor shall develop an in-house training program for Contractor and Subcontractor a personnel that includes ISS awareness for all personnel and specialized training by job category for Contractor and Subcontractor personnel supporting the US-VISIT Program.

3.2.7.6 Access to System Development Environment

The Contractor shall fully cooperate and provide the Government full and timely access to the US-VISIT system development environment. Such access shall include, but is not limited to, data, documentation, draft deliverables, source code, and the physical plant. Government access shall include access for Government employees and Contractor support personnel. Access to this information shall be read- only mode and subject to the restrictions on use as prescribed in the Data Rights clause of the contract.

3.2.7.7 Vulnerability Assessment

The Contractor shall provide the Government with guidance documentation that identifies all possible modes of operation of the US-VISIT system, their consequences, and their implications for maintaining secure operation.

This documentation shall identify procedures and plans that enable the Government to test the security of the US-VISIT system during operations. Possible modes of operation shall include, but are not limited to, those that occur following failure or operational error.

The guidance documentation shall identify means of identifying and testing for new and/or additional vulnerabilities that appear during the operational life cycle of the US-VISIT system.

The Contractor shall conduct vulnerability assessments and/or penetration tests on the US-VISIT operating environment and system(s) at least yearly or when significant changes are made to the operating environment and/or system(s) to identify security vulnerabilities

3.2.7.8 Physical Security

The Contractor shall build and/or support physical security measures that comply with "Department of Homeland Security Information Technology Security Program Interim Management Directive"; Section 4.2.1 General Physical Access, Volume II, IT Security Program Handbook, Version 1.0, Part B, National Security Systems, March 14, 2003. Security features will be applied based on the security level of the facility and/or information necessarily to protect the resources and assets of the US-VISIT Program.

3.2.7.9 Privacy Policy Implementation Plan

The plan shall describe how the Contractor's designs and implementation plans for the US-VISIT Program will support and be consistent with the US-VISIT Privacy Policy, Privacy Impact Assessment, and System of Records Notice.

3.3 Program-Level Solution Architecture

The following subtasks for Program-Level Solution Architecture are as follows:

Subtask 17: End Vision Solution Architecture

Subtask 18: US-VISIT Transition Strategy

Subtask 19: US-VISIT Release Architecture

Subtask 20: US-VISIT Release Definition

The Contractor shall develop a business vision (End Vision) and rollout strategy (Transition Strategy) for business capabilities for the US-VISIT Program. The Transition Strategy shall define incremental deployment of capabilities in a useful and achievable manner, taking the US-

VISIT Program from the "as-is" current environment to the "to-be" or End Vision target environment. The Transition Strategy shall align with the overall DHS Enterprise Architecture strategy.

The Contractor shall develop solution architecture to implement the End Vision that is compliant with the Federal Enterprise Architecture Framework and the DHS Enterprise Architecture, including the DHS Technical Reference Model and Enterprise Standards Profile. The Contractor shall develop, as a part of the End Vision solution architecture, an integrated business architecture representing functional, data, and organizational views.

The US-VISIT solution architecture shall be maintained electronically in a tool mutually agreed upon by the Government and the Contractor. The Government shall have read-only access to the most current electronic version of the architecture.

The Contractor shall develop an overall US-VISIT Release Architecture, and a specific Release Definition for each release of capabilities.

3.3.1 Subtask 17: US-VISIT End Vision Solution Architecture

The US-VISIT End Vision Solution Architecture shall define the integrated business and technical architecture for the US-VISIT Program. The End Vision Solution Architecture shall include, at a minimum, the following:

- Content Summary
- Enterprise Concept of Operations for End Vision
- Functional view of the End Vision (technical architecture), including at a minimum
  - Server locations
  - Methods of communication between collection devices and servers
  - Proposed network infrastructure changes
  - Network data load per transaction
- Business logical view of the End Vision, including business processes
- Business physical view of the End Vision, including facilities
- Data view of the End Vision
- Mapping to the DHS Technical Reference Model
- Mapping to the DHS Enterprise Architecture.

3.3.2 Subtask 18: US-VISIT Transition Strategy

The US-VISIT Transition Strategy shall define the business and technology evolution strategy for achieving the End Vision. The Transition Strategy shall, include, at a minimum, the following:

- Content Summary, consisting of
  - Introduction
  - Program Definition ("what," "why," and "how much")
- Overall Transition Framework
  - Drivers, programs, stages
  - Integration with government led facilities planning, design, and construction activities
- Program Delivery ("in what order")

The Transition Strategy shall take an integrated view across systems and define the respective business and technology evolutions and integration strategies and sequencing required for the Program. In addition, the strategy shall identify cross-system dependencies, including evolution strategies that provide the basis for defining releases.

3.3.3 Subtask 19: US-VISIT Release Architecture

The US-VISIT Release Architecture shall define the business and technology environments for the releases. The Release Architecture shall contain, at a minimum, the following:

- Diagrams
  - Business Logical View
  - Business Physical View
  - Data View
  - IT System Level Logical View
- Overlays [showing buildout over time (multiple years) to final state]
  - Technical Reference Model (TRM)
  - Business Systems
  - Data
- Supporting Materials (prepared for each release year)
  - Subsystem List
  - Subsystem Descriptions
  - Process Thread Diagrams
  - Process Thread Descriptions

- Release to Business Capability Cross Reference
- Subsystem to Build Cross Reference
- Subsystem to Site Cross Reference
- Dependencies
- Interface Definitions
- Performance Budget Allocation.

3.3.4 Subtask 20: US-VISIT Release Definition

The US-VISIT Release Definition shall define the Release Architecture at the subsystem level. The Release Definition shall contain, at a minimum, the following:

- Content Summary
  - Introduction
  - Description of the end-to-end process threads affected by the release
  - Identification of data transformation, new/existing/modified applications and transition elements, and organizations/locations executing the processes
- Specific Release Definition elements, including
  - Defines release to be deployed
  - Describes the expected installed base for the previous release
  - Takes into account the results of previous releases
  - Specifies business system components to be deployed in the release
    - Identifies benefits being delivered
    - Defines scope of business system components
    - Defines core infrastructure/data components to be built or used
    - Defines the common use applications and business unique applications to be acquired/developed
    - Defines all other interfaces to be adjusted or developed
    - Defines changes, replacements, retirements of existing systems

- Defines facilities modifications and construction requirements
- Makes business systems assignments to release and project

- Defines other activities/progress to be achieved to support current and future releases.

3.4 Business Process Reengineering

3.4.1 Subtask 21: Business Process Reengineering

The Contractor shall provide resources to perform the planning, development, analysis, and implementation of improvements in the flow of business, work, and program processes and tool utilization. The business process reengineering effort shall address all required changes to policies, regulations, and processes and shall ensure that business process reengineering done at the project (increment) level integrates at the program level.

3.5 Organizational Change Management

3.5.1 Subtask 22: Organizational Change Management

The Contractor shall collaborate with the US-VISIT Program Office in the development of Organizational Change Management (OCM) plans and work products, ensuring that the OCM activities are consistent with the emerging system design. This shall include the assessment of risks that threaten successful implementation, a series of interactive management and employee events to promote acceptance, a series of interactive events for DHS and Communities of Interest (e.g., border cities and other countries) to promote acceptance, tools, and activities to equip the workforce for transition, and strategies and plans for DHS organizational development.

4.0 Government-Furnished Materials

The Government will provide access to the legacy systems and the following reference materials for this US-VISIT Program Management Services task:

(a) Governance Framework for the US-VISIT Program

(b) US-VISIT Program Office Program Management Plan

(c) US-VISIT Program Office Risk Management Plan

(d) DHS Capital Planning and Investment Control Process Description

(e) Legacy Systems Descriptions

(f) Facilities implementation plan, schedule, and environmental strategy.

The Contractor shall identify any other Government information resources (e.g., documentation) and any other Government resources (e.g., assets, subject matter experts, access to Government IT systems, and access to Government sites) needed to perform this effort.

5.0 Deliverables and Delivery Schedule

The Contractor's Task Proposal(s) and performance shall comply with the provisions of Section H – *Special Contract Requirements*.

Table 1 summarizes the minimum set of deliverables required under this Task Order Statement of Work. The Contractor may propose other deliverables and work products deemed necessary or appropriate.

Using the data provided in Table 1 and expanding on it to include other deliverables/work products, the Contractor shall propose the set of deliverables and work products deemed necessary to conduct this task order. These deliverables/work products shall be documented in a Table that identifies, at a minimum, the following information:

(a) WBS number associated with the deliverable/work product

(b) Deliverable/Work Product name

(c) Whether the document is a deliverable or a work product

(d) The Date/Milestone at which the deliverable/work product will be provided to the US-VISIT Program Office

(e) Whether the deliverable/work product is being originally created or updated

(f) Any special notes or comments.

Deliverables are to be delivered in accordance with the terms of the contract as well as any special instructions in the Task Order Statement of Work. For each deliverable, the Contractor shall provide a description of the deliverable contents. These descriptions should be attached as an appendix to the Contractor's technical proposal.

The Contractor shall follow all review procedures for task deliverables as may be specified in the contract, the Task Orders, and the US-VISIT Program Management Plan. The Contractor shall follow the accepted formats as indicated in the contract for delivery of all briefings and deliverable documents.

The Contractor shall deliver all products associated with a milestone review no later than close of business ten (10) working days before the milestone review date. For those deliverable products assigned a specific delivery date, the product shall be delivered on or before close of business on the specified date.

To ensure adequate time for planning and coordinating appropriate Government participation, the Contractor shall prepare a Program-Level Management, Engineering, and Architecture Deliverables Schedule that identifies the dates, times, and locations of all task order deliverable product reviews, inspections and workshops. This Deliverables Schedule is itself an IBR deliverable. Any change to the Deliverables Schedule shall be requested at least thirty (30) days in advance of the affected scheduled activity or activities and shall be subject to Government approval.

In accordance with the terms of the Prime Contract, the Government will have fifteen (15) working days following receipt of a deliverable product to review the product and either accept the product or provide comments and other direction for rework of the product. If the Government comments on a deliverable product, the Contractor will respond to the comments in a revised product delivered to the Government not later than ten (10) working days after receipt of Government comments. If the Government accepts a deliverable product without comment, the Contractor shall simply reship the product without the draft markings.

Deliverable documents shall be in the format defined by the DHS Capital Planning and Investment Control process first, followed by the format defined by the Contractor's SDLC. Where formats are not otherwise defined, formats shall be recommended by the Contractor and agreed to by the US-VISIT Program Office. Documents and other products are to be delivered in accordance with the terms of the Prime Contract and in accordance with any additional instructions in the Task Order.

Other deliverables, such as the Configuration Management Repository and Automated Tool Set for Configuration Management, shall be delivered in the formats recommended by the Contractor and agreed to by the US-VISIT Program Office.

The Contractor shall publish all final deliverable documents on the US-VISIT Program web portal. This web portal will be established for use by the US-VISIT Program Office, the Contractor, the Federally Funded Research and Development Center, the US-VISIT Support Contractor and other contractors as deemed necessary by the US-VISIT Program Office.

Work products that are not deliverables shall remain under Contractor configuration management in a manner approved by the Government until the conclusion of the task, when they will be turned over to the Government.

Table 1. Deliverables

No.	Deliverable	Format	Due Date
1	Updated US-VISIT Draft Program Plan (Subtask 1)	Document, briefing, Web	Draft: 2 months after Task Award Final:
2	Briefings, Reports, Studies (Subtask 1)	Document, briefing, Web	As requested by the US-VISIT Program Office

No.	Deliverable	Format	Due Date
3	System Description for Program Management Control System (PMCS)	Document, Web	Draft: Final: 2 months after Task Award and updated on an as needed basis
4	Contractor Program Management Plan and Project Management Plan Template (Subtask 3)	Document, briefing, Web	Draft: Due with proposal Final: 2 months after Task Award and updated annually
5	Project Management Plans (Subtask 3)	Document, briefing, Web	Draft: Final: 2 months after Task Award for each project and updated regularly
6	Program Integrated Master Schedule, Program WBS and WBS Dictionary, OBS (Subtask 3)	Document, Web	Draft: Program WBS and WBS Dictionary due with proposal Final: 2 months after Task Award and monthly thereafter
7	Project Schedule, WBS, and WBS Dictionary, OBS (Subtask 3)	Document, Web	Draft: Final: 2 months after Task Award for each project and monthly thereafter
8	Program Management Reviews (PMRs) and other requested reviews (Subtask 3)	Document, briefing, Web	Draft: Final: Monthly for PMRs and as requested for other reviews
9	Status and Other Project-level Reports as determined by the Program Office (Task 3)	Document, briefing, Web	Monthly, at a minimum, or as otherwise requested by the CO
10	Contractor Risk Management Plan (Subtask 4)	Document, Web	Draft: Final: 2 months after Task Award and updated as required
11	Risk Management Status Report (Subtask 4)	Document, Web	Monthly
12	Contractor Configuration Management Plan (Subtask 5)	Document, briefing, Web	Draft: 3 months after Task Award Final: 1 month thereafter and updated as required
13	Automated Tool Set for Configuration Management and Repository (Subtask 5)	Product and licenses, database repository	4 months after Task Award and with monthly data updates thereafter
14	US-VISIT Program Quality Management Plan (Subtask 6)	Document, briefing, Web	Draft: 3 months after Task Award Final: 1 month thereafter and update as required

No.	Deliverable	Format	Due Date
15	Process Improvement Plan and Associated Processes and Procedures (Subtask 7)	Document, briefing, Web	Draft: 3 months after Task Award Final: 1 month thereafter and updated as required
16	Contractor Communications Management Plan (Subtask 8)	Document, briefing, Web	Draft: Final: 2 months after Task Award and updated as required
17	Communications Management Plan for each project (Subtask 8)	Document, briefing, Web	Draft: 2 months after Task Award for each project Final: 1 month thereafter and updated as required
18	Transition Management Plan (Subtask 8)	Document, briefing, Web	Draft: 3 months after Task Award Final: 1 month thereafter and updated as required
19	Enterprise Life Cycle Management Document (Subtask 10)	Document, briefing, Web	Draft: Due with Proposal Final: 3 months thereafter and updated as required
20	Software Development Life Cycle Document (Subtask 10)	Document, briefing, Web	Draft: Due with Proposal Final: 3 months thereafter and updated as required
21	Systems Engineering Management Plan (SEMP) (Subtask 11)	Document, briefing, Web	Initial Draft: Due with proposal Final: To Be Negotiated (TBN)
22	Performance Engineering Plan (Subtask 12)	Document, briefing, Web	Draft: 2 months after Task Award Final: TBN
23	Critical Technologies and Technology Insertion Plan (Subtask 13)	Document, briefing, Web	Draft: 2 months after Task Award Final: TBN
24	Systems Integration Plan (Subtask 14)	Document, briefing, Web	Draft: 2 months after Task Award Final: 1 month thereafter and updated as required

No.	Deliverable	Format	Due Date
25	Human Computer Interface and Human Factors Engineering Plan (Subtask 15)	Document, briefing, Web	Draft: 2 months after Task Award Final: 1 month thereafter and updated as required
26	Security Plan (Subtask 16)	Document, briefing, Web	Draft: 2 months after Task Award Revision: 6 months after Task Award with security accreditation Final: 1 month thereafter and updated as required
27	US-VISIT End Vision Solution Architecture (Subtask 17)	Document, briefing, Web	TBN
28	Transition Strategy (Subtask 18)	Document, briefing, Web	TBN
29	US-VISIT Release Architecture (Subtask 19)	Document, briefing, Web	TBN
30	US-VISIT Release Definition, per Increment (Subtask 20)	Document, briefing, Web	TBN
31	US-VISIT Business Process Reengineering Plan (Subtask 21)	Document, briefing, Web	Draft: TBN Final: TBN, and updated as required
32	US-VISIT Organizational Change Management Plan (Subtask 22)	Document, briefing, Web	Draft: Delivered based on schedule negotiated prior to Task Award Final: TBN, and updated as required
33	Privacy Plan (Subtask 16)	Document, briefing, Web	Draft: 2 months after Task Award Final: 1 month thereafter and updated as required

6.0 Performance Measures and Acceptance Criteria

6.1 General

The US-VISIT Program Office will use performance measures and acceptance criteria to assess the degree to which the Contractor meets Task Order requirements. These performance measures may be used as the basis for performance-based contracting support. Section E of the Prime Contract defines the general performance measures and acceptance criteria that apply to all Task Orders.

6.2 Acceptance Criteria

As one of the IBR deliverable products, the Contractor shall prepare and submit for Government review and approval Acceptance Criteria for the major milestones leading to completion of Task Order 001. The approved acceptance criteria will be used to determine satisfaction of milestone reviews and successful completion of the deliverables associated with these reviews.

6.3 Performance Measures

Performance measures will be used to determine the overall performance of the Contractor in satisfying the requirements defined for this task order. These measures will be used by the Government to determine acceptance of the program level management, engineering and architecture activities, as well as to determine the performance-based award/incentive fees for the Contractor. The Contractor shall develop a Performance Measures document, in collaboration with the Government, to document these performance measures. The Government proposes the following list of performance measures for this Task Order 001 Statement of Work:

(a) 90 percent of final deliverables are accepted by the Government within fifteen (15) working days after the on-time delivery of these documents

(b) The cost/schedule variance on a month by month basis shall show no more than a 10 percent overrun in cost or schedule (e.g., CPI/SPI of no less than 0.9)

(c) The Contractor prioritizes work to reflect a program view based on US-VISIT business priorities and stakeholder interests, tempered by the realities of technology and resources

(d) The program- and project-level architectures are implemented and executed in a manner consistent with the DHS Enterprise Architecture

(e) The Contractor has developed and follows established standards for business and technical architecture notation

(f) The Contractor completed and maintained an integrated and well-formed program data architecture that supports the strategic mission of US-VISIT

(g) The Contractor performed analysis on alternative architectural and infrastructure options before proceeding with the component models/acquisitions.

The Contractor shall recommend modifications, additions, or deletions to these performance measures and shall create a first draft of the Performance Measures document to be provided with the Contractor's technical proposal for this Task Order 001 Statement of Work.

7.0 Contractor-Furnished Materials, Travel, and Other Direct Costs

7.1 Escrow

The Contractor shall comply with the escrow requirements in Section H (Documentation, Escrow, and Code Deliverables) of the Prime Contract.

7.2 Tools

The Contractor shall not use proprietary tools and applications without prior US-VISIT Program Office approval. All tools and applications shall be compliant with the DHS Enterprise Architecture. The Contractor will work within DHS approval process lead times for tools requiring DHS Enterprise Architecture approvals. If any proprietary tools are used, the Contractor shall furnish sufficient copies of the tools, the corresponding documentation, and a license for unlimited right to use by DHS and its duly appointed agents.

7.3 Travel and ODCs

The Government does not anticipate frequent travel by the Contractor in the execution of this Task Order. The Contractor shall identify and provide requests for travel in advance, as required in Section H.25 of the RFP. The Contractor shall provide a Travel Plan for this Task Order. This Travel Plan shall be updated on a monthly basis. All travel will be in accordance with the Federal Travel Regulations.

The Contractor shall provide a list of ODCs with its technical proposals in response to this Task Order 002 Statement of Work.

8.0 Period of Performance

The period of performance is for one (1) year after task order award. It is anticipated that performance on this task order will begin upon contract award. The actual period of performance will be updated to reflect actual start and end dates upon contract award.

9.0 Place of Performance

This task shall be performed at the Contractor's local PMO located in accordance with the requirements in Section H.

10.0 Government Contacts

COTR:

Name: TBD

Address:

Telephone:

Email:

FAX No:

Task Order Manager (TOM):

Name: TBD

Address:

Telephone:

Email:

FAX No.:

J.3 Task Order 002 Statement of Work

Task Order 002 Statement of Work
US-VISIT Increment 2B Implementation

1.0 Background

The United States Visitor and Immigrant Status Indicator Technology (US-VISIT) Program Office, established under the auspices of the Department of Homeland Security (DHS), seeks to enhance traffic flow for individuals entering or exiting the U.S. for legitimate purposes while enhancing our national security and combating terrorism. The US-VISIT Program will accomplish these goals by improving the policies, processes, and systems utilized to collect information on foreign nationals who travel to and from the U.S. The Program will use state-of-the-art business processes and information technology (IT) to develop an integrated system that improves the border management function. This large-scale integration will evolve in accordance with the DHS Enterprise Architecture (EA).

This Task Order Statement of Work defines the minimum set of US-VISIT Program requirements to be met by the Prime Contractor (hereinafter referred to as Contractor) in implementing and deploying the US-VISIT system at the highest-volume land Ports of Entry (POEs).

As of the release of the US-VISIT Program Prime Contractor Acquisition Request for Proposals (RFP), Increment 1 of the US-VISIT Program is in implementation and deployment by legacy contractors. Increment 1 delivers an initial operating capability (IOC) to air and sea POEs, and will be deployed at many of the air and sea POEs by December 31, 2003; the deployment to the remaining major exit air and sea POEs will be completed by October 1, 2004.

Increment 1 includes the electronic collection of biographic and biometric information at air and sea POEs for foreign nation travelers with visas. Increment 1 builds upon existing system capabilities, including the capture of both fingerprint and digital photographs at the primary inspection points for foreign nationals entering through these POEs. The fingerprints are used immediately in a lookout capability against the appropriate watch list databases. If not already on record, both the fingerprint and digital photograph will be stored and matched against the claimed identity of foreign nationals in facilitating future identification. Additional information on the Increment 1 implementation appears in the Bidders Library.

The implementation of Increment 2A will add the capability to process machine-readable, tamper-resistant, visa and other travel and entry documents that use biometric identifiers. These documents, as well as the associated biometric data readers and scanners, shall be implemented following domestic and international standards to ensure a high degree of accuracy when used to verify identity.

10.1 Government's Proposed Approach to Implementing Increment 2B

The Government's current approach to implementing Increment 2B is to provide the Increment 1 solution for entry at secondary inspection at the highest volume-land POEs. Biographic and biometric data will be captured for non-immigrant visa holders at secondary. The Government intends to enhance the Global Enrollment System (GES) to consolidate enrollment in the two existing expedited travel programs (SENTRI and NEXUS) into NEXUS, a passenger/individual-based proximity card system.

The Government intends to deploy RF capability at vehicle lanes and use this technology to record biographic entry and exit data for RF-enabled vehicles/passengers. The Contractor is required to develop a proposal to address the minimum set of requirements outlined above to meet the legislative requirements. The Contractor is not required to use this same approach as the Government and is encouraged to provide alternative, innovative solutions. As a part of its proposal, the Contractor shall identify the facilities infrastructure work necessary to implement its solution since that work will be performed by the Government. If the Contractor believes that there is an alternative approach to implementing Increment 2B that better fits with and furthers its End Vision and delivers better value to the Government, then the Contractor may deliver an alternative proposal. This proposal shall also identify facilities infrastructure work necessary for the Contractor's solution.

2.0 Scope of Work

2.1 Requirements

All requirements in this Increment apply to all foreign nationals that are non-immigrant visa holders, visa waiver arrivals, and Mexicans with Border Crossing Cards (BCC) staying for longer than 72 hours or going farther than 25 miles into the United States. Under current U.S. policy, Canadian citizens are exempt from the US-VISIT Program with two exceptions, namely Canadians who receive E and K visas. There are approximately 4 million land border crossings each year that fit the US-VISIT requirements.

The Government's requirements for Increment 2B are as follows:

1. Not later than December 31, 2004, the Contractor shall implement the integrated entry and exit data system using the data described in the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and the Immigration and Naturalization Service Data Management Improvement Act (DMIA) pertaining to foreign nationals arriving in, or departing from, the United States at the 50 highest-volume land border POEs. The IIRIRA and DMIA are provided in the Bidders Library.

2. This implementation shall include ensuring that such data, when collected or created at such a POE, are entered into the system and can be accessed by other system users.

3. Such implementation shall include collecting biographic data and verifying the identity of foreign nationals arriving at and exiting from the highest-volume land POEs. The

Government has identified 51 POEs hereafter referred to as the highest-volume land ports. Section J.9 provides a listing of these highest-volume land POEs, including the number of sites at each POE and lanes at each site. These ports shall be considered the POEs for Increment 2B.

4. Such implementation shall also include integrating travel information on foreign nationals and making it available in both primary and secondary at the highest-volume land POEs.

5. Such implementation shall contemplate using existing investments in NEXUS, SENTRI, and the BCC process including the potential use of these technologies to capture information in primary vehicle lanes.

6. The Increment 2B implementation shall include the following for the Increment 2B foreign nationals ***arriving*** at the highest-volume land POEs by December 31, 2004:

   a. The collection of biometrics—two fingerprints in accordance with the National Institute of Standards and Technology (NIST) standards and a digital photograph in accordance with ICAO standards

   b. The collection of biographic information that is located in the machine-readable zone of entry documents

   c. The comparison of collected biometric data against US-VISIT data and watch lists in the IDENT system implemented in Increment 1

   d. The comparison of collected biographic data against US-VISIT data and watch lists in the IBIS system implemented in Increment 1

   e. The integration of entry data with the status management tracking system (ADIS) implemented in Increment 1

   f. The electronic capture of Form I-94 data currently available in the land entry process when a foreign national goes to Secondary for processing.

   g. The time to capture biometric data (two fingerprints and digital photograph) shall not exceed 15 seconds on average

   h. The time to process biometric information and return a watch list response to the user shall not exceed 10 seconds

   i. The time to capture biographic information from machine readable documents shall not exceed 1 second

   j. The time to process biographic information and return a watch list response to the user shall not exceed 2 seconds

7. The Increment 2B implementation shall include the following for the Increment 2B foreign nationals ***exiting*** at the highest-volume land POEs no later than June 30, 2005:

    a. The collection of currently available biographic data (i.e., the departure portion of the I-94 form and the biographic information captured through Radio Frequency (RF) reads on departure lanes of expedited travelers once the lanes have had RF capability installed)

    b. The comparison of biographic data against US-VISIT data and watch lists in the IBIS system implemented in Increment 1

    c. The integration of departure data with the status management tracking system (ADIS) implemented in Increment 1

    d. Any additional collection of data shall not exceed current exit times. Travelers exiting through the land borders are not currently subject to exit inspections. Visitors may drop off their I-94s in boxes provided at some of the POEs or hand them to an inspector.

8. The implementation shall not negatively impact officer safety during the data collection process.

9. If the Contractor's solution includes the modification of any legacy systems, the Contractor shall clearly identify which systems need to be updated, what changes are needed, and the lead times required to make the changes.

10. The Increment 2B Organizational Change Management (OCM) activities shall result in the identification of needed changes to policies and processes. The Contractor shall provide the US-VISIT Program Office a document identifying the stakeholders affected by the Increment 2B implementation along with a clear understanding of their new roles and responsibilities and the steps needed to fully prepare them to operate in this new business environment.

11. The work in this Task Order shall be accomplished with minimal impact on existing operations, commercial traffic, and Government IT infrastructure while also minimizing the cost and risk to the Government.

2.2 Assumptions and Constraints

The following assumptions and constraints apply to the implementation of this Task Order:

1. The Government will be responsible for all facilities management and buildout. The Contractor will be responsible for the installation, testing, and configuration of equipment. For example, if the Contractor's solution included the installation of radio frequency (RF) readers in front of the primary booths, the Government shall be responsible for digging up the necessary portion of the road to lay the cable and

installing the bollards for mounting the RF readers. The Contractor shall be responsible for installing the RF readers.

2. The proposed solution should minimize the need to modify POE facilities. The Contractor must consider the time frame needed to perform any facilities buildout and must account for this time frame in the project schedule. The Contractor must also clearly articulate any facilities buildout required in its solution and factor in the facilities design and construction lead times in the Installation Rollout Plan. The Government will then price this work and add this price to the Contractor's cost/price proposal to determine the total price of the work.

3. The Contractor shall specify telecommunications and communications requirements for its 2B solution. The Government will be responsible for DHS telecommunications and communications infrastructure upgrades and modernization.

4. The Contractor's solution may not assume any increase in the level of Government staffing at the 50 highest-volume land POEs.

5. The Government will be responsible for O&M once the Increment is deployed and the transition to the O&M organization(s) is complete.

6. The Contractor is responsible for the entire integration of this Increment. The Contractor will define changes to legacy systems and facilities infrastructure required to support the implementation of Increment 2B. The Contractor will work with legacy contractors and facilities staff to implement needed Increment 2B modifications to legacy systems.

7. Once awarded, the Contractor will be expected to work with legacy contractors and facilities staff to implement its solution.

8. The Government will be invited to observe all Contractor internal testing and will have free access to test materials development by the Contractor for internal testing.

9. The Contractor's exit solution cannot assume that vehicles can be stopped in traffic lanes. Since there is insufficient time for major facilities construction work or the acquisition of land, i.e., cut-out lanes to be built prior to the legislatively mandated deployment date of December 31, 2004, the Contractor's solution for 2B shall not require any major facilities construction.

10. The US-VISIT Program Office has obligated $60,000,000 of FY2003 funding in accordance with its approved Expenditure Plan to Computer Sciences Corporation (CSC) for the implementation of RF technology and expansion of the Global Enrollment System (GES). More specifically, the scope of the CSC task order for RF technology includes putting RF antennas in at multiple lanes (number of lanes to be determined based on final price negotiations) and establishing a National Operations Center for support of the RFID-equipped sites. The scope of the CSC task order for GES

enhancement includes consolidation of the GES into a single Oracle database, installing GES and providing access to this database at any POE equipped with RFID technology, developing an interface with IDENT for transmission of biographic and biometric information, and enabling recording of entry and updating of GES records for all entries at equipped POEs.

Should the Contractor request the use of this funding for RF or GES technology as part of its solution, the work would continue to be done by CSC under the Contractor's direction.

3.0 Description of Subtasks

The following subsections describe the subtasks for this Task Order Statement of Work.

3.1 Subtask 1: Program and Technical Management

The Contractor shall designate a single individual (Increment 2B Project Manager) who is responsible for the cost, schedule, technical performance, and quality control for this Task Order. The Increment 2B Project Manager shall serve as the central point of contact (POC) for both management and technical matters and will have an office within ten (10) miles of the Government Program Office.

The Contractor shall conduct all Program-level and project-level activities required to manage the task efforts and the technical integration necessary to deliver an integrated solution that satisfies the requirements defined in Section 3. These activities consist of, but are not limited to the incremental services needed by the Contractor Program Management Office to support this effort [such as Configuration Management services and Program Control services]. The Contractor shall only price the additional program management resources to specifically support the work contemplated in this Task Order. These program management resources shall be distinct from any resources that are defined and priced in Section J.2 – Task Order 001 Statement of Work, *Program-Level Management, Engineering, and Architecture*.

The Contractor shall monitor and evaluate all project activities and report to the Government the technical and schedule status on a monthly basis. At a minimum, the Contractor shall provide a Project Plan, Schedule, and Cost Performance Reports, including detailed analysis of variances over the reporting period.

The US-VISIT Program Office defines a solution element as a fundamental building block of a solution. The Contractor shall organize its Project product-based Work Breakdown Structure (WBS), detailed basis of estimates, and pricing data around the solution elements. The Contractor's Project WBS must integrate into and align with its Program WBS.

The Contractor shall host an Integrated Baseline Review (IBR) within 30 days of award of this Task Order. Five (5) working days prior to the IBR, the Contractor shall deliver an IBR briefing package to include the Task Order Work Plan, WBS, and Task Order Schedule including

identification of internal and external dependencies and critical path/high-risk work packages. The schedule shall also clearly identify when capabilities will be implemented at each POE. The IBR will be conducted within a one (1) to three (3)-day time period. It shall be a formal review conducted by the US-VISIT Program Office and technical staff jointly with the Contractor to verify the technical content of the Task Order and to familiarize them with the Contractor-proposed Task Order Performance Measurement Baseline (PMB).

The IBR shall accomplish the following:

1. Confirm the integrity of the Performance Management Baseline by examining the proposed Task Order schedule of the work, how the Contractor intends to accomplish the work and measure/manage its progress, and the accuracy of the related resources (budgets) and schedules. The Performance Management Baseline will be documented in the Contractor's technical proposal and agreed to during the task order proposal negotiations.

2. Review the Contractor's selection of Contractor progress performance measures (metrics to be used) for the Task Order to ensure that the Contractor's work remains on schedule while meeting the technical requirements; these measures will be documented in the Contractor's technical proposal and agreed to during the task order proposal negotiations.

3. Show how the Contractor intends to report status/progress against the established PMB through task completion.

4. Show how the Contractor has implemented Earned Value Management (EVM) as a means of managing and communicating the cost implications of technical and schedule performance and problems; the EVM measures will be documented in the Contractor's technical proposal and agreed to during the task order proposal negotiations

5. Identify areas of risk (cost, schedule, and technical performance) associated with the Task Order PMB.

The major IBR outcome will be an agreement between the technical staff of the US-VISIT Program Office and their Contractor counterparts regarding the technical scope, content, and facilities availability and impact; schedule dependencies (including any external dependencies); schedule and milestones; identification of any activities or information that the Government must perform or provide; and system performance specifications.

Another major IBR outcome will be a confirmation between the US-VISIT Program Office technical staff and their Contractor counterparts on a set of suitable metrics that will accurately report task order progress against the PMB.

To eliminate adverse impact on the Program schedule, all Government IT process lead times shall be reflected in the Integrated Master Schedule (IMS) as external Government dependencies.

3.2 Subtask 2: Business Process Reengineering and Continuous Improvement

The Contractor shall identify policies, regulations, processes, and procedures that may be impacted by the Increment 2B solution, including but not limited to, the areas of inspection, enforcement, and analysis. The Contractor shall provide recommended changes to these processes and procedures for Government review and approval.

The Contractor shall provide agreed-upon documentation of those policies, regulations, processes, and procedures impacted by the Increment 2B solution for Government dissemination and promulgation.

The Contractor shall incorporate agreed upon policies, regulations, processes, and procedures into training packages and courseware for Increment 2B training and deployment.

3.3 Subtask 3: Systems Engineering and Integration

The Contractor shall include the incremental services and oversight provided by the Program-Level Architecture and Engineering Team to the Increment 2B development.

The Contractor shall only price the additional Program-Level Architecture and Engineering resources needed to specifically support the work contemplated in this Task Order. These systems engineering resources shall be distinct from related resources that are defined and priced in Section J.2 – Task Order 001 Statement of Work, *Program-Level Management, Engineering, and Architecture*.

3.4 Subtask 4: Design

The Contractor shall conduct project reviews and deliver documentation in alignment with its Systems Development Life Cycle (SDLC).

The Contractor shall use the plans, processes, procedures, and reporting mechanisms implemented at the Program level for this project.

The Contractor's requirements analysis shall determine and define operational processes, functional flows, data/information requirements, and detailed decomposed requirements, as necessary, to fully and unambiguously specify the operation of Increment 2B.

The Contractor must incorporate a plan for assessing usability by end users throughout the design and development life cycle. At a minimum this shall include a user review of a mockup for the human computer interface during the requirements and design phase and a final usability assessment as a part of the user acceptance test.

At a minimum, the Contractor shall develop and provide to the Government in electronic format the following:

1. Functional Requirements Specification to include the operations processes, functional flows, data requirements, and relationships.

2. Detailed Design Document to include, at a minimum, the description of the overall design concept; high-level summary of the design; standards and conventions to be used; program design describing the structure to be used via narrative, tables, flow charts, etc.; and file designs and system data sets to be utilized.

3. The Contractor shall provide a System/Subsystem Design Document that includes changes needed to legacy systems. This document shall describe the following information:

    a. Inputs the system will require, including interfaces with other systems, configuration items, and users

    b. Design decisions on system behavior

    c. Database design (e.g., performance, scalability, optimization approaches)

    d. Design decisions on system quality factors, including Reliability, Maintainability, and Availability, security, safety, telecommunications, and human factors engineering

    e. Top-down architectural design to include individual systems, Configuration Items, Computer System Configuration Items, and Hardware Configuration Items.

4. The Contractor shall develop an Interface Design Document that will include a concept of execution that illustrates the dynamic relationship of the Increment 2B components (i.e., how the components will interact during system operations). This shall include the concept for utilization and transition from legacy systems.

5. The Contractor shall develop a Communications/Outreach Plan describing the activities/schedule for communicating the changes resulting from the implementation to the various communities of interest.

3.5 Subtask 5: Development

The Contractor shall develop the Increment 2B solution in accordance with its SDLC (as approved by the Government).

3.6 Subtask 6: Test

In addition to conducting its standard system/integration testing, the Contractor shall participate in a joint system acceptance test team with the US-VISIT Program Office. The Contractor's plan for acceptance testing shall include usability testing. Note that the Government may conduct

separate independent verification and validation testing and/or separate acceptance testing as well. As part of this joint acceptance testing, the Contractor shall:

1. Prepare and coordinate a Systems Acceptance Test Plan and Execution Document that includes end user usability testing

2. Conduct System Acceptance Test with US-VISIT participation and observation

3. Resolve test problems and repeat test procedures until all Increment 2B Requirements are demonstrated to be satisfied

4. Prepare a System Acceptance Test Report. The Government will have final approval of acceptance testing

3.7 Subtask 7: Implementation

The Contractor shall develop an Installation Rollout Plan. This plan shall contain the series of site activation tasks performed by the Contractor and the US-VISIT Program Office. The site activation tasks include, but are not limited to:

1. Site surveys

2. Site implementation agreement meetings

3. Preparation of site plans

4. Site preparation

5. Equipment installation, integration, and testing.

The Contractor shall be required to perform site activation activities during other than prime shifts. The Contractor shall observe all site security access restrictions and other requirements of conduct.

The Contractor shall prepare a Site Preparation Requirements and Installation/Checkout Plan for each of the highest-volume land POEs. Each plan shall define the site preparation requirements and provide the necessary instruction to assemble, install and check out the Increment 2B equipment.

The Contractor shall coordinate with the Government agencies and contractors, primarily the US-VISIT Facilities Division and legacy contractors, designated to plan, design, and construct the facilities infrastructure necessary to support the Contractor's proposed solution and to obtain site access.

The Contractor shall prepare site-specific Cutover/Transition Plans to effect the orderly and efficient cutover from the existing systems, equipment, software and operations to the Increment 2B system.

The Contractor shall provide on-site support in the form of a representative(s) to each of the affected POEs. The on-site support shall provide oversight and guidance during installation, checkout, and initial, operations.

The Contractor shall certify system installation and operation at each site.

The Contractor shall support moving the Increment 2B system and database components into the appropriate DHS production and training environments.

The Contractor shall make preparations for rolling out Increment 2B elements to all field users, including the preparations for field testing and finalizing user documentation. Specifically, the Contractor shall:

1. Support Pilot Testing and Prepare Pilot Test Report(s), if pilot testing is recommended by the Contractor

2. Support Parallel Operations

3. Revise documentation as required

4. Prepare/document lessons learned.

3.8 Subtask Hardware, Software, and Services

The Contractor shall be responsible for all system equipment provided under this contract that is purchased or leased until Government acceptance.

The Contractor shall only use Commercial-Off-The-Shelf (COTS) or Non-Developmental Item (NDI) hardware that conforms to the DHS Enterprise Architecture. Deviations from this requirement must be approved in advance by the US-VISIT Program Office.

The Contractor shall use COTS/NDI software to the maximum extent practicable.

The Contractor shall not perform any substantial tailoring of COTS or NDI software unless approved in advance by the Government.

The Contractor shall identify and acquire the infrastructure and materials required to develop, test, implement, and deploy the Increment 2B solution.

The Contractor shall only price the additional infrastructure needed for environments that specifically support the work being completed in this Task Order. The environments already identified and priced in Task Order 001 Statement of Work should not be included here. The Contractor's Development Infrastructure shall maximize the Government's existing investment and minimize disruptions to current operations.

3.9 Subtask 9: Training

The Contractor shall conduct all system-level training as well as training on any new COTS hardware and software products to support the new operating environment. In conducting this training, the Contractor shall develop a coordinated training plan, curriculum, and materials for system training delivery.

The Contractor shall conduct end-user training using a train-the-trainer concept. In conducting this training, the Contractor shall develop a coordinated training plan, curriculum, and materials for end-user train-the-trainer training delivery.

3.10 Subtask 10: Transition to Operations

The Contractor shall develop a Transition to Operations Plan. This Plan shall contain the transition activities and an associated schedule, from both a business and a systems perspective, required to be performed prior to placing the Contractor's total solution into the Production environment. In developing this Plan, the Contractor shall ensure that all new/updated business processes are finalized and approved, that acceptance testing has been successfully completed, that all necessary system and operational training has been completed, that all pilot testing, if conducted, has been completed, that all hardware and software has been installed at the highest-volume land POEs, and that all system owners, and their associated O&M contractors, are prepared to begin maintaining the new/updated systems.

3.11 Subtask 11: Systems and Infrastructure Operation and Support Services

The Contractor shall provide on-call technical assistance to resolve difficulties/problems with installation for the duration of this Task Order.

The Contractor shall provide coordination and technical support inclusive of logistical support during transition for each site until (1) the deployment is completed at the highest-volume land POEs and (2) operational responsibility is transitioned to the appropriate organization within DHS.

3.12 Subtask 12: Facilities and Infrastructure

The facility and infrastructure improvements required to support the US-VISIT Program shall be Government managed and executed. A US-VISIT Facilities Program Management team has been assembled and has been accumulating base data ranging from environmental baseline studies, current constraints, traffic modeling, cost parameters, land constraints, and will provide its collective knowledge of ports of entry. This team comprises senior personnel from the General Services Administration (GSA) and the affected federal agencies [Federal Highway Administration (FHWA), U.S. Customs and Border Protection (CBP), GSA, and others] who have been involved in the planning, design, contract acquisition, construction management, and in complying with environmental requirements of the National Environmental Protection Act of 1969 (NEPA). A high degree of real-time coordination and interaction between the Contractor and the US-VISIT Facilities team shall be required for the successful implementation of

Increment 2B and subsequent increments. The Contractor shall provide reasonable space and facilities to accommodate Government subject matter experts to participate on Integrated Project Teams. The following description delineates the role of the Contractor and US-VISIT Facilities team in the design, planning, installation, and integration of the Increment 2B solution as it affects the facilities infrastructure and the land ports of entry.

Contractor Key Responsibilities: Facilities

1. Identify quantities and location of equipment at port locations
2. Identify any central data centers or other needs
3. Communicate critical facilities dependencies
4. Integrate scheduling activities
5. Comply with the Government's environmental strategy
6. Define changes to the business process post-implementation that will require facilities modification.

US-VISIT Program Office Facilities: Key Responsibilities

1. Work alongside the Contractor during the business process planning to identify the "downstream" facility implications of various scenarios
2. Work with the team to define the "purpose and need" and other key information needed for NEPA and environmental considerations
3. Define the upgrades and modifications needed to implement the business process and new technology
4. Define the cost and schedule of needed improvements
5. Coordinate the completion of upgrades with delivery of equipment and components
6. Conduct site visits to verify infrastructure and planned upgrades
7. Design facility improvements and coordinate with Port Directors and the community
8. Manage the design and construction process
9. Manage the procurement of long lead items that are critical to the success of the Program
10. Integrate both ongoing CBP port and GSA Prospectus projects improvements with the US-VISIT Program.

3.13 Subtask 13: Evaluation of Systems Performance

In addition to conducting its standard system/integration testing, the Contractor shall conduct end-to-end performance and load analysis and testing to demonstrate that the system will meet the performance requirements in Section 3.0. The modeling and analysis component will consist of demonstrating through the use of the Government's current set of POE workload and processing models that the solution being proposed by the Contractor is feasible in terms of inspection processing times, queue lengths, and additional loads placed on secondary.

As part of testing, the Contractor shall:

1. Prepare and coordinate a System Performance and Workload Test Plan and Execution Document

2. Conduct system performance and workload tests with US-VISIT Program Office participation and observation

3. Resolve test problems and repeat test procedures until all Increment 2B performance and workload requirements are demonstrated to be satisfied

4. Prepare a System Performance and Workload Test Report.

3.14 Subtask 14: Security and Privacy Implementation

The Contractor shall provide recommendations on Physical, Information, and Personnel Security for Increment 2B, including proposed operational and managerial policies and procedures.

The Contractor shall also provide inputs to and support the updating of the Privacy Impact Analysis to address privacy modifications resulting from the implementation of Increment 2B.

The Contractor shall update all security and privacy plans and documentation to reflect the contents of Increment 2B.

4.0 Government-Furnished Materials and Resources

The Contractor shall identify any Government information resources (e.g., documentation) and any other Government resources (e.g., assets, access to Government IT systems, access to Government sites, subject matter experts) needed to perform this effort. When subject matter experts are required, the Contractor shall identify the types of subject matter experts, the number of each type needed, and the duration of their participation and support.

The Contractor's Task Order Proposal shall identify the level of support the Contractor will require from the Government to perform the tasks in this Task Order 002 Statement of Work. This level of support shall identify the types and number of US-VISIT personnel needed to support this work, and the duration of their participation and support.

5.0 Deliverables and Delivery Schedule

The Contractor's Task Proposal(s) and performance shall comply with the provisions of Section H – *Special Contract Requirements*.

Table 1 summarizes the minimum set of deliverables required under this Task Order Statement of Work. The Contractor may propose other deliverables and work products deemed necessary or appropriate.

Using the data provided in Table 1 and expanding on it to include other deliverables/work products, the Contractor shall propose the set of deliverables and work products deemed necessary to conduct this task order. These deliverables/work products shall be documented in a Table that identifies, at a minimum, the following information:

a. WBS number associated with the deliverable/work product

b. Deliverable/Work Product name

c. Whether the document is a deliverable or a work product

d. The Date/Milestone at which the deliverable/work product will be provided to the US-VISIT Program Office

e. Whether the deliverable/work product is being originally created or updated

f. Any special notes or comments.

Deliverables are to be delivered in accordance with the terms of the contract as well as any special instructions in the Task Order Statement of Work. For each deliverable, the Contractor shall provide a description of the deliverable contents. These descriptions should be attached as an appendix to the Contractor's technical proposal.

The Contractor shall follow all review procedures for task deliverables as may be specified in the contract, the Task Orders, and the US-VISIT Program Management Plan. The Contractor shall follow the accepted formats as indicated in the contract for delivery of all briefings and deliverable documents.

The Contractor shall deliver all products associated with a milestone review no later than close of business ten (10) working days before the milestone review date. For those deliverable products assigned a specific delivery date, the product shall be delivered on or before close of business on the specified date.

To ensure adequate time for planning and coordinating appropriate Government participation, the Contractor shall prepare a Program-Level Management, Engineering, and Architecture Deliverables Schedule that identifies the dates, times, and locations of all task order deliverable product reviews, inspections and workshops. This Deliverables Schedule is itself an IBR

deliverable. Any change to the Deliverables Schedule shall be requested at least thirty (30) days in advance of the affected scheduled activity or activities and shall be subject to Government approval.

In accordance with the terms of the Prime Contract, the Government will have fifteen (15) working days following receipt of a deliverable product to review the product and either accept the product or provide comments and other direction for rework of the product. If the Government comments on a deliverable product, the Contractor will respond to the comments in a revised product delivered to the Government not later than ten (10) working days after receipt of Government comments. If the Government accepts a deliverable product without comment, the Contractor shall simply reship the product without the draft markings.

Deliverable documents shall be in the format defined by the DHS Capital Planning and Investment Control process first, followed by the format defined by the Contractor's SDLC. Where formats are not otherwise defined, formats shall be recommended by the Contractor and agreed to by the US-VISIT Program Office. Documents and other products are to be delivered in accordance with the terms of the Prime Contract and in accordance with any additional instructions in the Task Order.

Other deliverables, such as the Configuration Management Repository and Automated Tool Set for Configuration Management, shall be delivered in the formats recommended by the Contractor and agreed to by the US-VISIT Program Office.

The Contractor shall publish all final deliverable documents on the US-VISIT Program web portal. This web portal will be established for use by the US-VISIT Program Office, the Contractor, the Federally Funded Research and Development Center, the US-VISIT Support Contractor and other contractors as deemed necessary by the US-VISIT Program Office.

Work products that are not deliverables shall remain under Contractor configuration management in a manner approved by the Government until the conclusion of the task, when they will be turned over to the Government.

Table 1. Deliverables, Delivery Dates, and Acceptance Criteria

Number	Deliverable	Delivery Date	Acceptance Criteria	Government Review Period
1	Design, develop, procure, test, and deploy an integrated entry and exit data system at the 50 highest-volume land border POEs	To Be Negotiated (TBN)	TBN	
2	Conduct a study that identifies those legacy systems that need to be updated to implement the 2B Solution	TBN	TBN	
3	Integrated Master Schedule for implementation of the 2B Solution	Draft Delivered with Proposal	TBN	

Number	Deliverable	Delivery Date	Acceptance Criteria	Government Review Period
4	Software Development Life Cycle document	TBN	TBN	
5	Functional Requirements Specification	TBN	TBN	
6	Detailed Design Document	TBN	TBN	
7	Monthly status reports and monthly cost performance report	TBN	TBN	
8	Host an Integrated Baseline Review	TBN	TBN	
9	System/Subsystem Design Document	TBN	TBN	
10	Interface Design Document	TBN	TBN	
11	Systems Acceptance Test Plan and Execution document	TBN	TBN	
12	Systems Acceptance Test Report	TBN	TBN	
13	System Performance and Workload Test Plan and Execution Document	TBN	TBN	
14	System Performance and Workload Test Report	TBN	TBN	
15	Physical and Personnel Security Plan	TBN	TBN	
16	Increment 2B Inputs to the Privacy Impact Analysis	TBN	TBN	
17	Organizational Change Management Plan	TBN	TBN	
18	Establish a 24x7 Help Desk, commencing at beginning of Installation Phase	TBN	TBN	
19	Installation Rollout Plan	TBN	TBN	
20	Logistical Support until deployment is completed	TBN	TBN	
21	Site Preparation Requirements and Installation/Checkout Plan for each of the 50 POEs	TBN	TBN	

Number	Deliverable	Delivery Date	Acceptance Criteria	Government Review Period
22	Site Activation Tasks	TBN	TBN	
23	Cutover/Transition Plans for each of the 50 POEs	TBN	TBN	
24	Training Plan, Curriculum Development, Task and Skills Analysis, and Training Materials for system training and establish a "train-the-trainer" program	TBN	TBN	
25	Transition to Operations Plan	TBN	TBN	
26	Program Trouble Reports and Tracking Database	TBN	TBN	

Delivery dates and acceptance criteria must be jointly defined and agreed upon prior to completing the Integrated Baseline Review.

6.0 Performance Measures and Acceptance Criteria

6.1 General

The US-VISIT Program Office will use performance measures and acceptance criteria to assess the degree to which the Contractor meets Task Order requirements. These performance measures may be used as the basis for performance-based contracting support.

6.2 Acceptance Criteria

The Contractor shall prepare and submit for Government review and negotiation acceptance criteria for the deliverables and any proposed major milestones leading to completion of Task Order 002 Statement of Work. Approved acceptance criteria will be used for acceptance of the deliverables. The Contractor shall also propose their payment schedule and acceptance criteria for each payment. The Contractor's payment schedule shall be tied to its operational and task order progress measurements.

6.3 Performance Measures

These measures will be used by the Government to determine acceptance of the program level management, engineering and architecture activities, as well as to determine the performance-based award/incentive fees for the Contractor. The Contractor shall develop a Performance Measures document, in collaboration with the Government, to document these performance measures. The Government proposes the following list of performance measures for this Task Order Statement of Work.

Performance measures will be used to determine the overall performance of the Contractor in satisfying the outcomes/performance objectives and requirements defined for this Task Order. These measures will be used by the Government to determine the acceptance of the delivered system as well as the performance-based award/incentive fees for the Contractor. The Contractor shall develop a Performance Measures document, in collaboration with the Government, to document these performance measures. The Government proposes the following list of performance measures for this Task Order 002 Statement of Work:

a. 90 percent of final deliverables are accepted by the Government within fifteen (15) working days after the on-time delivery of these documents

b. The schedule variance on a month-by-month basis shall show no more than a 10 percent slippage in schedule (e.g., SPI of no less than 0.9)

c. The legislative and operational requirements associated with the arrival of foreign nationals at the 50 highest-volume land POEs have been satisfactorily met (including performance requirements) by no later than December 31, 2004 at all 50 POEs

d. The legislative and operational requirements associated with the departure of foreign nationals at the 50 highest-volume land POEs have been satisfactorily met (including performance requirements) by no later than December 31, 2004 at all 50 POEs

e. The Increment 2B solution integrates well with the US-VISIT Program's Increment 1 solution. If the Contractor's 2B solution results in the end users having to use two completely different processes to perform the same or similar activities at a land versus air or sea POE, then the Contractor must justify its approach in terms of how it fits within its End Vision and how it proposes to address the Government's need for business process reengineering and an integrated end-to-end US-VISIT system capability.

f. The Increment 2B solution aligns with and advances the Contractor's proposed End Vision and is consistent with the DHS Enterprise Architecture and enterprise infrastructure, unless the Contractor proposes a near-term "throw away" solution that the Contractor can show is in the Government's best interest over the life of this Program

g. The Contractor's solution was accomplished with minimal impact on existing operations, commercial traffic, and Government IT infrastructure while also minimizing the cost and risk to the Government

h. The Contractor has performed the appropriate level of analysis on alternative system architectural and system infrastructure options before proceeding with the component models/acquisitions.

The Contractor shall recommend modifications, additions, or deletions to these performance measures and shall create a first draft of the Performance Measures document to be provided with the Contractor's technical proposal for this Task Order 002 Statement of Work.

7.0 Contractor-Furnished Materials, Travel, and ODCs

7.1 Escrow

The Contractor shall comply with the escrow requirements in Section H – *Documentation, Escrow, and Code Deliverables* of the Prime Contract.

7.2 Tools

The Contractor shall not use proprietary tools and applications without prior US-VISIT Program Office approval. All tools and applications shall be compliant with the DHS Enterprise Architecture. The Contractor will work within DHS approval process lead times for tools requiring DHS Enterprise Architecture approvals. If any proprietary tools are used, the Contractor shall furnish sufficient copies of the tools, the corresponding documentation, and a license for unlimited right to use by DHS and its duly appointed agents.

7.3 Travel and ODCs

The Government anticipates frequent travel by the Contractor in the execution of this Task Order. The Contractor shall identify and provide requests for travel in advance, as required in Section H.25 of the RFP. The Contractor shall provide a Travel Plan for this Task Order. This Travel Plan shall be updated on a monthly basis. All travel will be in accordance with the Federal Travel Regulations.

The Contractor shall provide a list of ODCs with its technical proposals in response to this Task Order 002 Statement of Work.

8.0 Period of Performance

The period of performance for this Task Order is TBD. It is anticipated that performance will begin on contract award and will end on June 30, 2005.

9.0 Place of Performance

The Contractor may perform task work from any location on condition that the Contractor provides rationale and evidence that the location adequately secures US-VISIT-related data.

10.0 Government Contacts

COTR:

Name: TBD

Address:

Telephone:

Email:

FAX No:

Task Order Project Manager (TOM):

Name: TBD

Address:

Telephone:

Email:

J.4 Reserved

J.5 Reserved

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 Bidders Library Instructions

A Bidders Library will be provided, via CD-ROM, for the US-VISIT Program RFP. This library will contain existing documentation on requirements; background studies, analyses, legislation, system descriptions, and port design guidelines; and other materials pertaining to the US-VISIT Program.

The Bidders Library will contain a variety of items. Examples include:

(a) IT System Assessment

(b) Entry-Exit System: Technical Architecture and Security

(c) Entry-Exit System CONOPS

(d) Dataflow diagrams and process flows

(e) US-VISIT Program Operational Requirements Document

(f) Collection of System DIDs (INSPASS, NAILS, NEXUS, NIIS, NSEERS, OARS, PALS, POMS-WAM, PRT, SENTRI, SEVIS, VWPASS, LaserVisa, IBIS, CIS, CLAIMS4, DACS, ENFORCE, GES, IDENT).

(g) Land Border Station Design Guide (GSA)

(h) Council on Environmental Quality Regulations (CEQ).

These documents represent information that is currently available; however, some of the information may be outdated. Offerors may obtain a copy of the Bidders Library by requesting it in writing from:

US-VISIT Program Bidders Library
c/o Ms. Maria Milton-Graves
H690
The MITRE Corporation
7515 Colshire Drive
McLean, VA 22102

Offerors must supply a U.S. address for mailing the Bidders Library CD-ROMs.

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	

Applicable Standards		
Number	**Title**	**Date**
NIST SP 800-34	Contingency Planning Guide for Information Technology Systems	
SEI	Capability Maturity Model® for Software (SW-CMM®)	
SEI	CMM Integration® (CMMI®)	
DHS	Enterprise Architecture	
DHS	System Architecture and Technical Reference Model (TRM)	
ISO/IEC-15288	Life Cycle Management – System Life Cycle Processes	
DHS	Information Security Management Directive	
Federal Standard No. 313	Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities	April 3, 1996

Documents may be obtained from the following sources:

(a) Single copies of unclassified military and federal specifications, standards, and publications may be obtained by writing the Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, PA 19120 or by calling (215) 697-3321, Monday through Friday, 8:00 a.m. to 4:30 p.m. (EST).

(b) Copies of federal publications may be obtained from the U. S. Government Printing Office, 710 North Capitol Street, NW, Washington, DC 20401, by calling (202) 512-0132, or through the web site http://bookstore.gpo.gov/.

(c) Copies of Electronic Industries Alliance (EIA) standards may be obtained from the Electronic Industries Alliance, 2500 Wilson Boulevard, Arlington, VA 22201-3834, by calling (703) 907-7500, or through the web site http://www.eia.org.

(d) Copies of International Civil Aviation Organization (ICAO) documents may be obtained from the ICAO Library, 999 University Street, Montreal, Quebec H3C 5H7, Canada. ***Note***: For current working documents that are not final products, inquire at ICAO web site http://www.icao.org.

(e) Copies of Institute of Electrical and Electronics Engineers (IEEE) documents may be ordered from the IEEE Computer Society Press. Ordering information is available over the Internet at http://www.computer.org/cspress/order.htm or by calling (800) 272-6657.

(f) Copies of American Society for Testing and Materials (ASTM) materials may be obtained from the ASTM, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959, by calling (610) 832-9585, or through the web site http://www.astm.org.

(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 50 highest-volume Land Ports of Entry and the remaining Land Ports of Entry for Section J.9 by sending an e-mail request to Ms. Maria Milton-Graves, US-VISIT Program Support, at mariamg@mitre.org, (703)-883-6556.

J.10 Mission-Essential Task List

Offerors may obtain a soft copy of the MS Excel spreadsheets that comprise the Mission-Essential Task List (METL) for Section J.10 by sending an e-mail request to Ms. Maria Milton-Graves, US-VISIT Program Support, at mariamg@mitre.org, (703)-883-6556.

The Offeror shall complete the METLs for the proposal evaluation process. Six ports, four southern and two northern, are selected for evaluation. Each tab contains a Port Overview (with the reason the port is chosen for analysis and high-level port statistics) and the Mission-Essential Task List, which includes processing steps and associated times per step. The Offeror is required to evaluate the steps in the METL and make recommendations on additions or changes to steps and/or processing times per step. The new steps and processing times will be used to evaluate the proposed solution.

The Offeror needs to provide the following information associated with each METL:

(a) Determine what changes will be made to the current METL at primary and secondary

(b) List changed or new processing steps

(c) Determine the new processing times for each step in the METL

(d) Determine increase or decrease to referrals to secondary

(e) Identify the average processing time for travelers requiring biographic/biometric verification.

J.11 Cost/Price Workbook

Offerors may obtain a soft copy of the MS Excel spreadsheets that comprise the Cost/Price Workbook for Section J.11 by sending an e-mail request to Ms. Maria Milton-Graves, US-VISIT Program Support, at mariamg@mitre.org, (703)-883-6556.

J.12 Program Plan for End Vision

The Offeror's Program Plan shall address, at a minimum, the following elements:

1.0 Introduction to the US-VISIT Program and its Business Context

The plan shall provide a brief description of the US-VISIT Program and its business context. Elements to be included in this introduction are:

a. US-VISIT Background – The background shall include a brief description of what the US-VISIT Program is, including its goals and core business drivers, as well as how it fits operationally with and supports the Border Management Government Stakeholders in their border management mission.

b. Desired Business Results (DBRs) – The plan shall describe the desired business results and capabilities to be achieved by the Offeror's End Vision. The Desired Business Results will be used to derive performance measurements.

c. Driving legislation and initiatives – The plan shall define any legislation or other initiatives that drive the approach taken in this plan.

d. Assumptions and constraints – The plan shall include any assumptions and constraints made by the Offeror in the definition and implementation of its End Vision. The plan should address any assumptions and constraints concerning organizational, functional, infrastructure, facilities, training, deployment, schedule, cost, and operations and maintenance issues.

2.0 US-VISIT Program Definition and Description

The plan shall provide a detailed description of the scope of the US-VISIT Program and the implementation of all components included in US-VISIT. Elements of the program definition and description shall include:

a. Enterprise Business Process Model – The plan shall provide the Offeror's definition of the US-VISIT business process model. This model should show how the Offeror translates desired business results into operational areas of focus. It should also show the activities, operational functions, and support functions needed to implement these operational areas of focus. For each operational area of focus, the plan shall provide a brief description of the functionality included in that area.

b. Incremental Release Strategy – This strategy shall define the incremental implementation of the Offeror's End Vision. The Contractor shall determine the number of increments required to implement the End Vision. The strategy shall show how the Offeror will allocate business functionality to increments in alignment with its transition and sequencing strategy. It shall also show how each

increment meets the applicable legislative requirements. In addition to the overall incremental release picture, the plan shall provide, for each increment that forms part of the Offeror's End Vision, the following:

(1) The operational and technical description of what is included in the increment

(2) How the increment is tied to the End Vision's desired business results (operational outcomes) and capabilities

(3) The distinct benefits associated with the planned investment, separate from similar benefits in other increments, as associated with the costs of implementing this increment – independent value that this increment provides the Government (assuming no further increments would be implemented)

(4) The new policies or policy changes that will be required

(5) The new business processes and/or process changes that will be required

(6) The updates that will be required to the US-VISIT operational, system, and technical architectures, including interfaces with such DoS consular systems as the Consular Consolidated Database (CCD) and the Consular Lookout and Support System (CLASS)

(7) The legacy systems that are being retired, modernized, rewritten, enhanced, or integrated into a new US-VISIT system, as part of this increment including:

    (i) Why these legacy systems were selected for retirement, modernization, rewriting, enhancement or integration

    (ii) Which legacy systems would remain close to the "as-is" environment and have interfaces developed as part of the Increment

    (iii) Which legacy systems would be modernized, rewritten, enhanced or integrated into a new US-VISIT system and how these systems would align with the "to be" architecture and the "to be" component-based implementation approach

    (iv) The impact in cost and performance resulting from the legacy system actions

(8) The infrastructure changes or new platforms that will be applied

(9) Incorporation of ongoing government led facilities planning, designs and modifications required for US-VISIT

(10) Preparation of a comprehensive timeline for implementation, including requisite time for infrastructure and facilities deployment. The timeline shall address the schedule and dependencies, the funding profile, what performance measures will be used to show which DBRs will be satisfied, and any assumptions and constraints

(i) The Government investments (funds, staffing, facilities, other resources, etc.), if any, needed to implement the increment

(ii) Where appropriate, how the increment or functionality/ infrastructure within the increment ties into associated initiatives within DHS.

3.0 US-VISIT Implementation Methodology

The plan shall describe the Offeror's implementation methodology and strategies. At a minimum, this description shall address the following elements:

a. Planning Methodology – Program-level planning is a continuous process that integrates inputs from many different activities at the DHS enterprise level, at the program level, and at the increment level. The Offeror shall describe its planning methodology to ensure integration and consistency across the US-VISIT Program. The methodology shall address the various levels of planning that need to occur, and shall identify the source of inputs. The Offeror shall also describe how its architecture and engineering organizations will use its planning processes.

b. Enterprise Life Cycle Methodology (ELCM) – The plan shall describe the ELCM that the Offeror plans to use. The ELCM described shall not be limited to the implementation of a tool, and shall include the processes invoked by this tool. The ELCM shall address the entire life cycle for a program/project, from initiation to retirement. The plan shall also describe how and what the Offeror would have to modify in its ELCM to adapt it to the DHS Capital Planning and Investment Control (CPIC) processes. The plan shall articulate how requirements are mapped to desired business results and how metrics are developed to measure business results and system performance.

c. System Development Life Cycle (SDLC) – The plan shall describe the Offeror's SDLC and how the Offeror's SDLC would fit within Offeror's ELCM.

d. Business Process Reengineering (BPR) – The plan shall describe the Offeror's recommended approach toward BPR in the context of achieving the US-VISIT Program goals.

e. Organizational Change Management (OCM) – The plan shall describe the Offeror's OCM strategy and approach to managing planned changes to the Government's business policies, processes, and resources as a result of incremental implementations of the US-VISIT Program.

f. US-VISIT Architecture Strategy and Overview – The plan shall address the Offeror's approach to incrementally implementing the US-VISIT architecture and describe how this implementation strategy will align with or advance the DHS "to be" component-based Enterprise Architecture and the Federal Enterprise Architecture Framework (FEAF).

g. US-VISIT Facilities Strategy – The government-led US-VISIT facilities program has been ongoing for nearly two (2) years and is funded for planning and some execution components through Increment 3. The plan shall identify the Offeror's understanding of the government-led facilities and environmental strategy and state how it will be integrated into the Offeror's planning, scheduling, program management, and End Vision.

h. Performance Management/Engineering and Capacity Planning – The plan shall address the Offeror's approach to implementing performance engineering and capacity planning processes. It shall also tie these processes to the performance metrics. The Plan shall also demonstrate how the Offeror relates the business goals of US-VISIT (e.g., desired business results) to performance measures and metrics.

i. Security and Privacy – The Plan shall address the Offeror's strategy for ensuring that the proper levels of security and privacy are incorporated into the overall program and the individual increments.

4.0 Operational and Technical Integration

The plan shall describe the Offeror's strategy for integrating the business operations and technical solutions across government agencies/ organizations (interoperability) and the potential roadblocks to this integration. The plan shall also describe how the Offeror would work with the contractors operating the legacy systems to implement system changes needed to achieve the Offeror's End Vision.

5.0 US-VISIT Transition and Sequencing Strategy

The plan shall describe the Offeror's transition and sequencing strategy to migrate from the "as-is" business, informational, organizational, infrastructure, functional, and facilities states to the "to-be" states for these same components. This description shall include a general transition process and framework for applying that process. The transition strategy shall minimize operational impacts to users, existing business functions, and existing facilities. It shall address the needed organizational change activities, including outreach and communications. The plan shall also address the transition strategy for deployment to the field, training associated with this deployment, and transition to operations and maintenance support for the various systems.

6.0 Communications and Outreach

Communications and outreach are fundamental components of the US-VISIT Program. The Offeror's plan shall describe its approach to communicating the changes resulting from the implementation of its plan as well as its approach to conducting outreach to the various communities of interest.

7.0 Operational Scenarios

The plan shall include operational scenarios describing how the End Vision will work upon implementation. These operational scenarios shall be described from both the view of an individual (visitor) experiencing a scenario and from the view of a government official executing the scenario (e.g., a person entering/exiting the country, a Port of Entry inspector processing visitors into the United States, a Consular Official issuing a visa). These scenarios shall describe both views for the four interactive border management processes (i.e., pre-entry, entry, status management, and exit). The plan shall include the completed Mission-Essential Task List templates as provided in Section J.10.

8.0 Business Case

The plan shall include the business case supporting the execution of the Offeror's End Vision. The business case shall describe the viability of the investment and shall include a cost/benefit analysis. As part of the cost/benefit analysis, the Offeror shall address the cost effectiveness (i.e., value added) of its End Vision.

9.0 Risk Analysis

The plan shall include an overall risk analysis of the Offeror's implementation approach along with the schedule and funding to support this approach. Mitigation plans shall be described for all high- and medium-rated risks.

10.0 Organizational Structure

The plan shall include a detailed description of how the Offeror will implement its End Vision with its proposed teaming partners/ subcontractors. This description shall include the Offeror's organizational structure and address how this structure aligns with the US-VISIT Program Office organizational structure and with the border management Government stakeholders. In defining the alignment between the two structures, the plan shall identify interface points and shall address how the Offeror's organizational structure supports the execution of the Program Plan. The plan shall clearly articulate the roles and responsibilities of the Offeror and its teaming partners/subcontractors. The plan shall address how the Offeror's organizational/management approach will enable the Offeror to implement the desired business results (operational outcomes) and how its structure helps minimize potential conflicts of interest (for example, ensuring that the respective teams supporting the End Vision and implementing the incremental solutions are conflict free). The plan shall describe the Offeror's incentives structure and how this will be shared with its teaming partners and subcontractors. The plan shall also provide an overview of the key components of the Offeror's program and project management methodology.

11.0 Detailed Program Schedule

The plan shall include a detailed program schedule. This schedule shall include key activities and milestones for each of the Program releases, including release sequencing and dependencies. The plan shall also address the Offeror's schedule methodology and estimation techniques used in developing and maintaining this schedule.

12.0 Investment Strategy

The plan shall include the Offeror's recommended investment strategy for the End Vision and each incremental release supporting this End Vision. The Investment Strategy shall describe:

a. How the Government may reasonably fund both the End-Vision proposed by the Offeror as well as each incremental release

b. How the Offeror would utilize existing funds for this investment

c. Any innovative ways the Offeror would propose to fund its End Vision (e.g., user fees, cost sharing, royalties).

13.0 US-VISIT Program Budget

The plan shall include the estimated total program budget that will include effort to define, manage, develop, implement, deploy, and support the US-VISIT Program. The plan is not expected to include the Government's US-VISIT Program Office costs. The Program Budget should include an estimate of the facilities development and deployment costs to be constructed by the government. The Program Budget shall include, at a minimum, the following:

a. US-VISIT Cost Summary – The Program Budget shall be displayed at both a summary and detailed level. The Cost Summary shall show the total cost for each program release as well as the program funding needed on an annual basis to implement the Offeror's End Vision approach.

b. US-VISIT Cost Detail – The Program Budget shall include in its budget/ funding detail profile the detailed costs associated with each of the following major components:

(1) Program-Level management, architecture, and engineering – this component shall describe the funding required, on an annual basis for the first five (5) years, to conduct these activities at the program level. Program-level integration shall be included in this component.

(2) Program increments – this component shall describe the total funding required to implement each increment of the program. The description shall include the level of funding needed for each year when an increment extends beyond

one (1) fiscal year. The minimum set of increment-specific cost elements shall include:

(i) Increment-level Project Management, Planning, Architecture, and Engineering

(ii) Business Process Reengineering and Organizational Change Management

(iii) Software design and development

(iv) Infrastructure design and procurement, including the Bill of Materials (BOM)

(v) Development infrastructure required (e.g., for testing and training)

(vi) Deployment

(vii) Travel/Other Direct Costs (ODCs)

(viii) Operations and maintenance for a one (1)-year period after Initial Operating Capability (IOC).

J.13 Past Performance Information and Evaluation Forms

This section contains the following table formats to be used in Volume 4 – Part C, Past Performance (see Section L.15):

- Table J.13–1: Project Profile Format, for submission with the Past Performance Descriptions
- Table J.13–2: Past Performance Questionnaire Format (Parts 1 and 2).

Table J.13–1. Project Profile Format

Program or Task Order Title				
Customer Name				
Customer Address	**Street**			
	City / State			
	Zip			
Telephone and Fax	**Tel.**		**Fax**	
Customer Points of Contact	**Contractual**		**Technical**	
	Name		**Name**	
	Title		**Title**	
	Org.		**Org.**	
	Address		**Address**	
	Tel.		**Tel.**	
	Fax		**Fax**	
	E-mail		**E-mail**	
Task Order Number				
Contract Type				
Contract Number				
Contract Vehicle (i.e., GWAC)				
Contract Vehicle Points of Contact (if applicable)	**Contractual**		**Technical**	
	Name		**Name**	
	Title		**Title**	
	Org.		**Org.**	
	Address		**Address**	
	Tel.		**Tel.**	
	Fax		**Fax**	
	E-mail		**E-mail**	
Period of Performance	**Project Start Date**			
	Original Completion Date			
	Estimated/Actual Completion Date			
	Explanation for Delay			
Contract Value	**Original Contract Value**			
	Current Contract Value			
	Estimated/Actual Completion Value			
	Explanation of Cost Growth			
	Average # Staff Per Year			

Table J.13–2. Past Performance Questionnaire Format

PART 1: Contract Information
(To be Completed by the Offeror)

1 Offeror's name:
Address:

Point of Contact:
Telephone Number:
Prime (if referenced project is for a subcontractor):

2. Reference program or project name:

Contract Number:
Name of Contracting Agency/Organization:
Type of Organization: Federal ___ State/local ___ Commercial firm ___
Address:

Name of Reference Program or Project Manager:
Telephone Number for Program or Project Manager:
Name of Reference Contracting Officer:
Telephone Number for Contracting Officer:

3. Reference contract award date:

Contract Term (specify base period plus option years):
Total Value:
Type of Contract [indicate percentage (in dollars) for each type (e.g., fixed price, T&M, etc.)]:
Prime (if Offeror is a subcontractor on this contract):
Place(s) of Performance:

4. Brief description of products/services provided (250 words or less):

5. Scope of contract as relevant to US-VISIT Program. Indicate by "Yes" or "No" which of the following skill areas were utilized on this contract:

Skill Area	Yes / No
Business/Economic Analysis	
CMM® or CMMI® Process Improvement	
Communications & Networking Engineering	
Business Process Reengineering	
Organizational Change Management	
Communications and Outreach	
Information Security	
Identity Management / Privacy	
Infrastructure Management	
Program/Project Management and Control	
Border Management	
Biometrics	
Systems and Enterprise Architecture	
Software Engineering	
Strategic Planning and Analysis	
Systems Development	
Systems Engineering (Enterprise Engineering)	
Systems Integration	
Systems Operations & Maintenance	
Training	
Other: (Specify)	

PART 2. Verification of Contract Data
(To be Completed by the References)

1. Reference Name:
   Organization:
   Role in Referenced Project: Dates Involved with Project:
   Telephone Number: Facsimile Number:
   E-Mail Address:

2. Is the information provided by the Offeror in Part 1 of this questionnaire accurate and complete?
   Yes _____ No _____.

   If "no," indicate the errors or omissions by annotating and initialing the Contractor-provided information OR indicate the errors or omissions.

3. Please indicate if you would recommend a future contract award to this company?
   Yes _____ No _____. If "no", please describe why.

4. In the matrix below, provide your evaluation of the contractor's performance on the referenced project. At a minimum, please provide comments for each "Not Satisfied" rating.

Question	Extremely Satisfied	Generally Satisfied	Barely Satisfied	Not Satisfied	Not Applicable	Comments
Management Capabilities						
Were you satisfied that the contractor established the organization in a timely manner during contract start-up?						
How satisfied were you that the contractor committed adequate resources to this contract in a timely manner?						
Were you satisfied that the program manager and other key personnel were qualified and used appropriately on this project?						
Were you satisfied that the contractor delivered quality products (e.g., documents, software, systems) on time and within budget?						
If the contractor used subcontractors, were you satisfied that they were selected and managed effectively?						
Were you satisfied that the contractor raised program issues and was able to resolve them in a timely and effective manner?						
Were you satisfied with how the contractor responded to unexpected changes in scope or requirements?						
Were you satisfied with the contractor's response to unexpected changes in staffing requirements?						
Were you satisfied that the contractor understood and executed system security risk management?						
Were you satisfied that the management tools and techniques used by the contractor (e.g., schedule, requirements tracking, EVM) provided adequate insight to the Government on the project's status or progress?						
If this project included a partnering agreement/ initiative with this contractor, how satisfied were you with the contractor's performance in helping to reach your organization's business objectives?						
If this project involved multiple organizations (teaming partners/subcontractors), how satisfied were you with the ability of the team to complete tasks effectively?						
If this project involved multiple organizations (teaming partners/subcontractors), how satisfied were you with the definition of roles and responsibilities of each organization?						
If this contract included alignment of IT investments with your organization's strategic objectives, how satisfied were you with the contractor's performance?						
How satisfied were you with the contractor's ability to estimate costs and schedule on both the initial tasks and on change orders?						
How satisfied were you with the contractor's efforts to control cost and schedule?						

Question	Extremely Satisfied	Generally Satisfied	Barely Satisfied	Not Satisfied	Not Applicable	Comments
How satisfied were you with the timeliness and effectiveness of the contractor's remedies for cost and schedule problems?						
Overall, how satisfied were you with the relationship between you and this contractor?						
Technical Capabilities						
Were you satisfied that the lead technical advisor and other specialized technical personnel were qualified and used appropriately on this project to solve technical problems?						
Were you satisfied that the contractor raised technical issues and was able to resolve them in a timely and effective manner?						
Were you satisfied that the contractor identified, analyzed, and managed the technical risks associated with this project?						
If this contract included technology transfer either of skills or tools from the contractor to your organization, were you satisfied with the process for this transfer?						
If this contract included migration from a legacy system to a modernized system integrated with other functions, how satisfied were you with the execution of that migration process?						
If the contractor was responsible for reengineering of your business processes or systems, how satisfied were you with the results?						
If the contractor was responsible for developing enterprise-level or technical architectures, how satisfied were you with the results?						
If the contractor was responsible for developing a system, how satisfied were you with the results?						
If the contractor was responsible for integrating a system into an operational or legacy environment, how satisfied were you with the results?						
Were you satisfied that the contractor planned for and included technology insertion?						
Were you satisfied that the information security posture implemented was efficient and effective?						
To what extent did the delivered product(s) satisfy the business need?						
Were you satisfied with the technical performance and system integration?						
Recruiting and Retention						
Did the contractor provide a fully qualified workforce provided to satisfy business needs by the required dates?						

Question	Extremely Satisfied	Generally Satisfied	Barely Satisfied	Not Satisfied	Not Applicable	Comments
Were you satisfied that the personnel turnover (direct and indirect) did not affect contract performance?						
If recruitment problems were encountered, were you satisfied that the remedies were timely and effective?						
Were you satisfied with the contractor's responsiveness to the correction and removal of unsatisfactory personnel?						
Overall Assessment						
How satisfied were you with this contractor's technical performance in the following skill areas?						
Business/Economic Analysis						
CMM® or CMMI® Process Improvement						
Communications & Networking Engineering						
Business Process Reengineering						
Organizational Change Management						
Communications and Outreach						
Information Security						
Identity Management / Privacy						
Infrastructure Management						
Program/Project Management and Control						
Border Management						
Biometrics						
Systems and Enterprise Architecture						
Software Engineering						
Strategic Planning and Analysis						
Systems Development						
Systems Engineering (Enterprise Engineering)						

Question	Extremely Satisfied	Generally Satisfied	Barely Satisfied	Not Satisfied	Not Applicable	Comments
Systems Integration						
Systems Operations & Maintenance						
Training						
Other: (Specify)						

J.14 Key Personnel Matrices and Resume Format

J.14.1 Matrix of Proposed Key Personnel to Technical/Management Capabilities

In the matrix in Table J.14–1, provide the name and position of the key personnel proposed for the US-VISIT Program. Using the following scale, identify the level of technical/management capabilities that the candidate would bring to the Program:

1 – Not applicable to the candidate or no training and experience
2 – Formal training, but little or no experience on projects of this size and complexity

3 – Comparable project experience, but not in a leadership role

4 – Comparable project leadership or principal staff responsibility

5 – Comparable project leadership or principal staff responsibility and is regarded as expert in field as evidenced by publications, seminars, etc.

Table J.14–1. Key Personnel Skill Matrix

Name	Proposed Position	Business/Economic Analysis	Communications & Networking	Business Process Reengineering	Organizational Change Management	Information Security	Identity Management/Privacy	Program / Project Management and	Strategic Planning and Analysis	Systems and Enterprise Architecture	Software Engineering	Systems Engineering	Border Management	Biometrics	Training	*Other:* (Specify)

J.14.2 Matrix of Proposed Key Personnel to Referenced Past Performance Descriptions

In the matrix in Table J.14–2, provide the name and proposed position of the key personnel you are proposing for the US VISIT Program. Indicate the candidate's experience in terms of position (title) or role/responsibility on any of the Past Performance Descriptions cited in response to Section L.15.3.

Table J.14–2. Key Personnel Matrix to Past Performance Descriptions

Name / Proposed Position	Position (Title) or Role/Responsibility on Referenced Past Performance Descriptions				
	Project Name / Position	Project Name / Position	Project Name / Position	Project Name / Position	Project Name / Position

J.14.3 Resume Format

Offerors shall use the format shown in Figure J.14–1, in accordance with the instructions contained in Section L.15.1.4, for submission of the Key Personnel resumes.

Name of Candidate
Proposed Key Personnel Position

Education (and Training)

Provide degree(s) earned (e.g., B.S.E.E.), major field of study (e.g., B.S., Mathematics), name of college or university, and year(s) degree(s) awarded. If candidate did not earn a degree, indicate the program of study and number of credit hours completed.

Professional and/or Technical Certifications

List all certifications earned, name of certifying body, and year earned relevant to nature of work proposed for US-VISIT Program.

Employment History

Provide name of employer, total period of employment with employer, reverse chronological listing of job assignments relevant to proposed assignment for the US-VISIT Program. For each job assignment, show the candidate's:

- Title and role within program/project and duration of assignment by month and year
- Major customer(s) and program(s) served on the assignment
- Specific relevance of work performed, including accomplishments or innovations in technical or managerial performance

Current Security Clearance

Figure J.14–1. Key Personnel Resume Format

Section K Representations, Certifications, and Other Statements of Offerors

K.1 FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov.

FAR Reference	Title	Date
52.203-2	Certificate of Independent Price Determination	APR 1985
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
52.227-6	Royalty Information	APR 1984
52.247-53	Freight Classification Description	APR 1984

K.2 FAR 52.204-3 -- Taxpayer Identification (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements in Federal

Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ]Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

[ ] Other. State basis._____

(e) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt):

[ ] Corporate entity (tax-exempt):

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(f) *Common Parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name_____

TIN_____

K.3 FAR 52.204-5 -- Women-Owned Business (Other Than Small Business) (MAY 1999)

(a) Definition.

"Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The Offeror represents that it [ ] is a women-owned business concern.

K.4 FAR 52.209-5 -- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 FAR 52.215-6 -- Place of Performance (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend *[check applicable block]* to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)

_____

_____

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

_____

_____

_____

K.6 FAR 52.215-7 -- Annual Representations and Certifications-Negotiation (OCT 1997)

The Offeror has *[check the appropriate block]*:

[ ] (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ *[insert date of signature on submission]* that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows *[insert changes that affect only this proposal; if "none," so state]*:

[ ] (b) Enclosed its annual representations and certifications.

K.7 FAR 52.219-1 -- Small Business Program Representations (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____*[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations*.

(1) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [*Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The Offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern," means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 FAR 52.222-22 -- Previous Contracts and Compliance Reports (FEB 1999)

The Offeror represents that-

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 FAR 52.222-25 -- Affirmative Action Compliance (APR 1984)

The Offeror represents that --

(a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 FAR 52.223-13 -- Certification of Toxic Chemical Release Reporting (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the Offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of

the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq*.), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located in the United States or its outlying areas.

K.11 FAR 52.227-15 -- Representation of Limited Rights Data and Restricted Computer Software (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the

contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states *[Offeror check appropriate block]-*

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____

_____

_____

Note: “Limited rights data” and “Restricted computer software” are defined in the contract clause entitled “Rights in Data-General.”

K.12 FAR 52.230-1 -- Cost Accounting Standards Notices and Certification (JUNE 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman Numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement – Cost Accounting Practices and Certification

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: in the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:
_____.

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2*) Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

_____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

[ ] (4) *Certificate of Interim Exemption.* The Offeror hereby certifies that

(i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because

during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] yes [ ] no

K.13 HSAR 3052.209-70 -- Prohibition on Contracts With Corporate Expatriates (NOVEMBER 2003)

(a) Prohibitions.

Section 835 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:

"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 the date of enactment of this Act, the direct or indirect acquisition -of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) after the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

(A) 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

(B) 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.

"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) would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986. "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. -

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: -

(1) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(2) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(l).

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.

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 subsection (b)to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

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:

(A) warrants

(ii) options -

(iii) contracts to acquire stock

(iv) convertible debt instruments

(v) others similar interests

(B) 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.

(e) 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, Pub. L.107-296 of November 25, 2002.

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

(End of provision)

Section L Instructions, Conditions, and Notices to Offerors

L.1 FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov.

FAR Reference	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors—Competitive (ALT I)	MAY 2001
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	OCT 1997
52.219-24	Small Disadvantaged Business Participation Program Targets	OCT 2000
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222–46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984
52.237.10	Identification of Uncompensated Overtime	OCT 1997

L.2 Requests for Clarifications

All clarification requests concerning the Request for Proposals (RFP) must be directed via email to the Contracting Officer no later than December 18, 2003, 4:00 PM Eastern Standard Time at the following email address: Mickey.Jones@dhs.gov. Offerors are cautioned against directing any questions concerning this RFP to anyone other than the Contracting Officer. Responses to clarification requests will be issued via amendment to the solicitation and will be posted on the DHS web site at www.dhs.gov/us-visit.

L.3 FAR 52.216–1 -- Type of Contract (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (ID/IQ)-type contract resulting from this solicitation.

The type of task orders that will be awarded under this contract will depend on the work to be performed and can be expected to include Cost Plus Award Fee, Cost Plus Incentive Fee, or Cost Plus Fixed Fee; Fixed Price; and 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.

L.4 HSAR 3052.219-72 -- Evaluation of Prime Contractor Participation in the DHS Mentor-Protégé Program (November 2003)

This solicitation contains a source selection factor or subfactor regarding participation in the DHS Mentor-Protégé Program. In order to receive credit under the source selection factor or subfactor, the offeror shall provide a signed letter of mentor-protégé agreement approval from the DHS OSDBU.

L.5 Solicitation Amendments

Any amendments or other informational material issued by the Government prior to the due date for proposals will only be made available on the Internet at the same URL as the RFP.

L.6 Proposals Not Selected and Debriefings

An Offeror whose proposal is excluded from the competitive range or whose proposal was not selected for award will be notified in writing by the Contracting Officer. Such notification will state in general terms the basis for non-selection. Unsuccessful Offerors may request, in writing, a post-award debriefing.

L.7 Submission of Offers

The Government will not accept facsimile submission of offers for this procurement. The proposal acceptance period is specified in Section A of the solicitation. The proposal shall be valid for a period of 180 days from the date of submission. All offers shall be delivered by hand to the Contracting Officer at the following address. It is important that the outer envelope or wrapping for the offer be addressed as follows:

Mr. Michael E. Jones, Contracting Officer
US-VISIT Program Office
Department of Homeland Security
1616 N. Fort Myer Drive
Rosslyn, VA 22209

<u>All offers are due no later than 2:00 PM Eastern Standard Time on January 22, 2004. Offerors are instructed to comply with the delivery dates for specific proposal volumes as stated in Section L.11.</u>

L.8 Alternate Proposals

The Offeror may submit one alternate proposal to the Task Order 002 Statement of Work (reference Section J.3) contained in this RFP. No other alternate proposals in response to this solicitation will be accepted. If an Offeror submits an alternative proposal to this Task Order Statement of Work, the Offeror must first submit a technical and cost/price proposal that responds to the Government's minimum stated requirements in the Task Order Statement of Work. The Offeror's alternate proposal to the Task Order Statement of Work must be functionally different from the required technical proposal and does not have to meet the Government's minimum stated requirements. The alternate proposal must include both a technical and cost/price proposal.

L.9 FAR 52.233–2 -- Service of Protest (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation (FAR), that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Michael E. Jones, Contracting Officer
US-VISIT Program Office

Address for Hand Delivery:

Department of Homeland Security
1616 N. Fort Myer Drive
Rosslyn, VA 22209

Mailing Address:

Department of Homeland Security
Office of Procurement Operations
245 Murray Drive, SE Building 410
Washington, DC 20528

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.10 Incurring Cost Prior to Contract Execution

Issuance of this solicitation does not constitute an award commitment on the part of the Government. This request does not commit the Government to pay for costs incurred prior to the execution of a formal contract unless specifically authorized in writing by the Contracting Officer. The Contracting Officer is the only individual who can legally obligate the Government to the expenditure of public funds should a contract result by reason of a response to this Request for Proposals.

L.11 Proposal Format

The completion and submission of the required items in Section L will constitute the proposal. Government acceptance of the proposal will result in a binding contract.

Table L.11–1 provides additional instructions specific to attachments, page limits, and delivery media. Offerors shall prepare and submit the following proposal materials and copies in accordance with Table L.11–1:

Table L.11–1. Summary of Proposal Delivery and Format Requirements

Proposal Component	Delivery Media and CD-ROM File Names	Page Limits	Date Due Contracting Officer
Title Page, Table of Contents, List of Figures, List of Tables, Acronym List, Glossary, Compliance Matrices, Tabs, Transmittal Letter	See applicable instructions for individual volumes	No page limit	See applicable instructions for individual volumes
Volume 1, Part A – Documentation of Acceptability	3 CD-ROMs: V1A.company name.doc **and** 3 hard copies	10 pages	December 18, 2003
Volume 1, Part B – Business Forms	3 CD-ROMs: V1B.company name.doc **and** Signed Original and 2 hard copies	No page limit	January 22, 2004
Volume 2 – Cost/Price	3 CD-ROMs: V2.company name.doc CostForm.company name.xls **and** 6 hard copies	No page limits, consisting of: a) Cost/Price Proposal for Task Order 001 Statement of Work b) Cost/Price Proposal for Task Order 002 Statement of Work	January 22, 2004
Volume 3, Part A – End Vision	3 CD-ROMs: V3A.company name.doc V3A.company name.mpp V3A.ES.company name.doc **and** 30 hard copies of End Vision **and** 50 hard copies of End Vision Executive Summary	a) End Vision (Program Plan): 150 pages b) End Vision Executive Summary (exclusive of the Program Plan): 15 pages	January 15, 2004

Proposal Component	Delivery Media and CD-ROM File Names	Page Limits	Date Due Contracting Officer
Volume 3, Part B – Task Order 002 Statement of Work – *Increment 2B Implementation*	3 CD-ROMs: V3.company name.doc V3B.company name.mpp **and** 6 hard copies for Technical Proposal to Task 002 Statement of Work	Technical Proposal to Task Order 002 Statement of Work: a) Proposed Solution: 25 pages b) Project Plan: 50 pages c) WBS/Schedule: No page limit d) Resumes: 3 pages per resume, not counted against page limit of volume	January 22, 2004
Volume 4 , Part A - Organizational Structure and Management Approach	3 CD-ROMs: V4A.company name.doc **and** 6 hard copies	a) Executive Summary of Organizational Structure and Management Approach: 15 pages b) Evidence of EVMS Certification: No page limit c) EVMS Flow-Down Approach: 2 pages d) Three months of EVM Reports: No page limit e) Example of Contract Invoices: No page limit e) Executed Subcontracting and Teaming Agreements – No page limit f) Written description of teaming partner/subcontractor approach: 10 pages g) Subcontract Management Plan: No page limit h) Resumes: 3 pages per resume, not counted against page limits of volume i) Key Personnel Matrices: no page limit (immediately follows Resumes)	January 22, 2004

Proposal Component	Delivery Media and CD-ROM File Names	Page Limits	Date Due Contracting Officer
Volume 4, Part B – Task Order 001 Statement of Work – *Program-Level Management, Engineering, and Architecture*	3 CD-ROMs: V4B.company name.doc **and** 6 hard copies	Technical Proposal to Task Order 001 Statement of Work: a) Proposed Solution: 25 pages b) Project Plan: 50 pages c) WBS and WBS Dictionary: No page limit d) Program Milestone Schedule: No page limit e) Resumes: 3 pages per resume; not counted against page limitations of volume f) Draft Contractor Program Management Plan (CPMP): No page limit g) Task Order Project Plan Template: No page limit h) Draft Enterprise Life Cycle Management Document: No page limit i) Draft Software Development Life Cycle Document: No page limit j) Draft Systems Engineering Management Plan: No page limit	January 22, 2004
Volume 4, Part C – Past Performance	3 CD-ROMs: V4C.company name.doc **and** 6 hard copies	a) Past Performance Questionnaires: No page limit b) Past Performance Description: 50 pages total for required and optional contract references c) Project Profiles: No page limit; does not count against Past Performance Description page limit d) Award Fee Performance Evaluation Reports from past references: No page limit	December 18, 2003
Volume 4, Part D – Capability Maturity	3 CD-ROMs: V6D.company name.doc **and** 6 hard copies	a) No page limit on proof of capability maturity b) Summary of significant improvements: 5 pages each	December 18, 2003

Proposal Component	Delivery Media and CD-ROM File Names	Page Limits	Date Due Contracting Officer
Volume 4, Part E – Socio-Economic Goals	3 CD-ROMs: V4E.company name.doc **and** 6 hard copies	a) Small Business Subcontracting Plan: No page limit b) SF294 and SF295 Subcontract Reports: No page limit c) Approved Mentor-Protégé Plan: No page limit d) Description of Offeror's small business subcontracting strategy used on prior contract: 10 pages	January 22, 2004
Oral Presentations as Required (briefing materials)	3 CD-ROMs: Oral name.company name.ppt **and** number of copies to be specified	No slide/page limit	TBD Overview presentation media (slides or video) and Agenda must be delivered five (5) days prior to each oral presentation

In addition to the foregoing instructions, the Offeror's proposal shall conform to the following requirements and standards:

(a) Each Offeror's proposal submitted in response to this solicitation shall be submitted in an electronic format compatible with Microsoft Office 2000 and Microsoft Project 2000 and as specified in Table L.11–1. The Offeror shall ensure that all revisions in any Microsoft Office, Microsoft Excel, Microsoft PowerPoint, and/or Microsoft Project document file have been accepted before submission of the CD-ROM.

(b) The Offeror shall certify that each CD-ROM has been checked using the latest version of virus detection software and is virus free. The certification shall identify the virus detection software and version used.

(c) Proposals shall conform to the page limitations prescribed in Table L.11–1. Pages beyond the limit will not be evaluated. All front matter (transmittal letter, title pages, tables of content, lists of figures and tables, acronym lists, and compliance matrices) or divider tabs (per volume part and/or attachment) shall not count against the page limits. The Offeror's technical proposals in response to Task Order 001 Statement of Work and Task Order 002 Statement of Work shall not include any deliverables called for in the performance of the task, unless the deliverable table specifies that the deliverable is due with the Offeror's proposal. These deliverables are also included in Table L.11-1 above. The Project Profile tables will not count against the page limits for the Past Performance descriptions.

(d) All text material shall be in a 12-point Times New Roman font with 12-point line spacing, with one (1) inch margins top, bottom, and on the unbound side. The bound side margin shall be one and a half (1½) inches.

(e) All proposals shall be submitted on 8½x11-inch white bond paper. The pages of proposal text shall be single sided. At the Offeror's option, a foldout page up to 11x17 inches may be used for drawings, tables, charts, or other graphics as necessary. Such foldouts shall be counted as two (2) pages for the purposes of page-limited volumes. Each proposal volume shall be bound separately and in a form that is separable to allow distribution by section. The Executive Summary for the End Vision shall be bound separately.

(f) Color may be used in graphics or charts for greater clarity at the Offeror's option. Otherwise, text shall be black. Text in graphics and charts shall be no smaller than 8 pt Arial; text in tables shall be no smaller than 10 pt Arial.

(g) The CD-ROM shall be the official version of the proposal, with the exception of Volume 1, Part B. The file name format indicated in Table L.11–1 shall be used with the appropriate file extension related to the MS Office application in which it is written.

(h) Cost/price data shall be provided according to the instructions in Section L.13.

(i) Cost and pricing data shall be provided in Microsoft Excel spreadsheet format from the downloadable files.

L.12 Volume 1 – Documentation of Acceptability and Business Forms

L.12.1 Volume 1, Part A – Documentation of Acceptability

The Offeror shall provide a brief 10-page written response that will allow the Government to determine the acceptability of each Offeror's team on a pass or fail basis for further consideration. This response should state how the Offeror's team complies with the following minimum capabilities:

1. Experience with border management processes and systems, which includes the foreign visitors' interactions with government officials before the visitors enter, when they enter, while they are present within the country, and when they exit.

2. Name and brief description of three (3) information technology integration projects over the last five (5) years, each with a total contract value greater than $500 million (U.S.) and encompassing the full systems development/systems integration life cycle. At least one of these projects must have been with the U.S. Government and must have involved the integration of five (5) or more complex systems. For each project, provide the customer point of contact and phone number.

3. Example of where Offeror has successfully implemented high-volume, real-time, performance-driven, global network-based applications

4. Has the ability to support and staff a nationwide systems development and deployment effort.

L.12.2 Volume 1, Part B – Business Forms

The Offeror shall prepare and submit the following in this Volume:

(a) Standard Form 33 "Solicitation, Offer, and Award." Offeror shall complete blocks 12 through 18.

(b) Section B

(c) Solicitation Section K Representations, Certifications, and Other Statements of Offerors. This information must be completed and returned by the Offeror and its major subcontractors in its entirety.

(d) Conflict of Interest Identification and proposed Mitigation Plan.

L.13 Volume 2 – Cost/Price

The Offeror's Cost/Price proposal shall be submitted according to the labeling and media requirements in Table L.11–1. The cost/price proposal shall include cost or pricing data per FAR 15.403-5 and as requested in the instructions set forth in this RFP. The Offeror shall limit all cost or pricing data to this volume. Per FAR 15.406-2, the Government reserves the right to request that the Offeror or its subcontractors certify their cost or pricing data.

To ensure that the Government is able to perform a fair assessment of the proposed cost, each Offeror is required to submit, at minimum, the information identified in this section. Each cost/price proposal shall include supporting information cross-referenced to allow traceability/reconciliation to Volumes 3 and 4 of the Offeror's proposal. All subcontractors (except commercial subcontractors) are required to submit a pricing volume supporting the subcontractor prices in the Offeror's proposal. The Government will only pay G&A or Material and Handling fees for the billing of any subcontractor. Each subcontractor shall provide its sealed cost/price package to the Offeror for inclusion in the Cost/Price proposal; the Offeror shall submit these sealed packages to the Government as part of its Cost/Price proposal.

The Cost/Price volume shall be organized as follows:

Task Order 001 – US-VISIT Program-Level Management, Engineering, and Architecture

Part 1 – Total Price
Part 2 – Price by CLIN

Part 3 – Price by WBS
Part 4 – Basis of Estimate by WBS
Part 5 – Supporting Information

Task Order 002– US-VISIT Increment 2B Implementation

Part 1 – Total Price
Part 2 – Price by CLIN
Part 3 – Price by WBS
Part 4 – Basis of Estimate by WBS

The Offeror's accounting system must be capable of identifying and segregating costs for administration of a cost reimbursement contract as an important prerequisite for award of the contract. The Offeror and applicable subcontractors shall provide Forward Pricing Rate Agreements, bidding rates, or their equivalents, as part of the Cost/Price volume.

The Government reserves the right to conduct comprehensive audits of proposals. Field pricing assistance other than audits may be used.

L.13.1 Cost/Price Proposals for Task Orders 001 and 002

The Offeror's Task Order proposals shall be priced and issued in accordance with Section H – Special Contract Requirements (Section H.2). Additional pricing instructions are delineated in Section B.

The Offeror shall include a description of the cost methodology used to develop the Cost/Price proposals. The Offeror shall show how this cost methodology aligns with the Software Engineering Institute's Manager's Checklist for Validating Software Cost and Schedule Estimates.

For estimation purposes, the Offerors are informed that there is approximately $96 million available to fund Task Orders 001 and 002.

The Offeror shall propose a price consistent with the technical proposals responsive to Sections J.2 and J.3 to perform the work required by each Task Order Statement of Work. Each task will be priced separately, and will uniquely identify price by CLIN. The price shall be supported by a Basis of Estimate (BOE) for each Work Breakdown Structure (WBS) element. The BOE shall include an explanation of the work to be performed within the WBS, identification of the deliverables and work products, basis from which the BOE is derived, and identification of the labor categories and number of hours required to perform the work by labor category and by month. The Offeror shall provide a Bill of Materials integrated with each appropriate WBS. Materials and other direct costs (ODCs) shall be identified separately and included in the BOE.

The Offeror shall incorporate the Excel spreadsheet formats provided in Section J.11 and (www.dhs.gov/us-visit) in submitting its cost or pricing data. All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. The Offeror may link

cells between worksheets or workbooks, only if all linked reference files are submitted with the offer. The workbooks must not contain any macros or hidden cells.

To fully support labor estimates, the Offeror and each subcontractor shall submit the detailed rationale and methodology used in developing the labor, material, travel, and ODC estimates, including any appropriate worksheets, schedules, charts, etc., necessary to illustrate or validate the cost/price estimate. The overall labor estimate shall be in accordance with the level of effort and labor mix described for each task order in the Offeror's proposal.

The Offeror and each subcontractor shall furnish pricing exhibits detailing the estimate for the task orders at WBS level 5, at a minimum. The Offeror is expected to propose a WBS that covers all work contained in its proposals and that supports the execution of the contract or task order. The Offeror and each subcontractor shall submit a supporting schedule consistent with the BOEs for each WBS element. The pricing files shall contain, at a minimum, the elements embedded in the Section J.11 standard formats. The Offeror shall also provide supporting information for the materials, travel and ODCs proposed. The Offeror may provide additional pricing information to clarify its cost/price proposal.

L.13.2 Supporting Information

L.13.2.1 Financial Statement

The Offeror shall provide a hyperlink to the audited financial statements (Form 10-K, if applicable) for the last three (3) fiscal years of business for the corporation, and for any affiliate, subsidiary, or division proposed to perform work on this contract. The Offeror shall furnish a hyperlink to its quarterly report (Form 10-Q) for all quarters not included in its most recent annual report (Form 10-K) and any periodic reports of significant events on Form 8-K issued within the last six (6) months.

L.13.2.2 Assumptions

The Offeror shall include all assumptions supporting the development of the Offeror's Cost/ Price proposal.

L.13.2.3 Exceptions

The Offeror shall identify any exceptions to the terms and conditions contained within the RFP.

L.13.2.4 Other

The Offeror shall provide the following information as part of this section:

(a) Accounting System Description /Approval

(b) DCAA Approved Disclosure Statement

(c) DCAA Office and Point of Contact

(d) CAS Applicability.

The Offeror shall submit any additional information in this section of the Cost/Price volume.

L.14 Volume 3 – End Vision and Increment 2B

L.14.1 Volume 3, Part A – End Vision

The Offerors shall submit a well-defined, well-articulated, and comprehensive US-VISIT Program Plan that clearly defines the Offeror's End Vision for this program as well as provides a credible path for delivering that End Vision. The Offeror shall also submit a 15-page Executive Summary of its proposed End Vision. Upon contract award, the Government will own and maintain the Program Plan.

The US-VISIT Program Plan shall address how the Offeror will achieve the US-VISIT goals and define the key drivers to achieve these goals. The most important perspective for the US-VISIT Program is the mission (business/operational) perspective. The Offeror's End Vision should develop the remaining perspectives (e.g., technical implementation) from this business perspective. The Offeror's Program Plan shall clearly describe the desired business results associated with the End Vision as well as how those business results will be translated into operational performance metrics. The Program Plan shall clearly articulate how the Offeror will transition from the current "as-is" state to the End Vision ("to-be") state using an approach that is financially realistic for the Government. The End Vision shall take a "virtual border" perspective, ensuring that the solution not only focuses on the entry and exit processes, but also on the pre-entry, status management, and analysis processes. Therefore, the End Vision shall include end-to-end processes involving all government border management stakeholders. In describing the Offeror's implementation of the analysis process, the End Vision shall include the design and implementation of an Enterprise-Wide Mission Operations Center. This Mission Operations Center will receive real-time border management data from both local and nationwide sources to conduct trend analysis, to timely provide resources, to provide the ability to accommodate changes in traffic loads at the ports of entry under various conditions, and to keep executive management informed of current events.

The Program Plan shall, at a minimum, address the elements described in Section J.12, although the order of presentation is not mandatory. The Offeror's Program Plan shall not contain any proprietary or intellectual property-restricted data, unless clearly marked. The Government reserves the right to incorporate ideas presented in the Offeror's submissions in future Government Program Plans.

L.14.2 Volume 3, Part B – Technical Proposal to Task Order 002 Statement of Work: US-VISIT Increment 2B Implementation

The Offeror shall propose development and implementation strategies for Increment 2B. The proposal shall include a detailed description of the Offeror's business and technical solutions, and shall describe to what degree these are consistent with the Offeror's End Vision The Offeror's technical proposal shall respond to the requirements stated in Section J.3 and in Section H.2. It shall also include the Task Order 002 Project Plan, Work Breakdown Structure, schedule, and resumes of all key personnel working on this task order. The number of key personnel shall be defined by the Offeror. The technical proposal shall identify any infrastructure to be procured separately.

The Offeror's technical proposal shall also clearly define and describe any facilities work that is required to be planned, designed, and constructed or altered by the Government for its implementation and shall account for the period of time needed to complete this facilities work in the Offeror's detailed schedule. The Offeror is reminded that the Government has a facilities program management structure in place with several architect/engineer firms already pre-positioned geographically for the accelerated execution of facilities construction. The Government intends to procure and install the facilities modifications through its centralized facilities management vehicle. It is expected that the Offeror will minimize the need for facilities modification in performing the Increment 2B work because of the limited time available, compliance with environmental requirements, and the limited funding profile for near-term changes. The Offeror's Cost/Price proposal shall also delineate a rough order of magnitude estimate of all facilities modification costs separately from any other design, development, and implementation costs.

The Offeror shall identify the facilities changes that will be required for each of the locations to implement the Increment 2B work.

The Offeror's Cost/Price proposal, which shall be provided in Volume 2 – Cost/Price, shall provide infrastructure costs separate from the other Increment 2B costs. It shall also clearly delineate the Offeror's risk-sharing strategy. The Government prefers a fixed price contract arrangement for this task order; however, other contract types will be considered if a suitable rationale is provided.

The Offeror may submit one alternative technical and cost/price proposal for this Task Order Statement of Work. If provided, the alternate proposal shall follow the instructions provided in Section L.8. If the Offeror proposes a fixed price contracting vehicle, the Offeror shall define its proposed payment strategy and criteria for each payment, including the payment of any awards/incentives, and a detailed breakdown of its costs (whether single price or detailed pricing structure).

L.15 Volume 4 – Management

L.15.1 Volume 4, Part A – Organizational Structure and Management Approach

The Offeror shall describe its overall organizational structure and management approach in its Management oral presentation (refer to Section L.16.3 for further information). The Offeror shall provide a ten page written executive summary of the material addressed in this presentation.

The Offeror shall provide evidence that its approved Earned Value Management System (EVMS) complies with Electronic Industries Alliance (EIA) Standard EIA-748-A and shall describe how it intends to flow its EVMS down to its subcontractors. The Offeror shall provide copies of the last three (3) available months of the Earned Value Management (EVM) reports for two other major programs for which the Offeror is the prime contractor. The Offeror shall also provide copies of representative recent invoices (including the representative detail from subcontractors) for two other major cost-reimbursement programs for which the Offeror is the prime contractor. These invoices should contain all cost elements such as labor, travel, material, and ODCs. Any evidence of EVMS and EVM reports, as well as the recent invoices, shall not count against the page limitations of this volume.

L.15.1.1 Subcontractor and Teaming Agreements

The Offeror shall provide a written description of its subcontractor and teaming agreements that addresses the following:

1. All teaming partners and major subcontractors. A “teaming partner and major subcontractor” is defined as one that is expected to produce ten (10) percent or more of the work under this contract.

2. A description of the nature of the work to be performed by each teaming partner and major subcontractor

3. Whether or not each teaming partner and major subcontractor has limitations on their participation

4. A copy of all executed teaming agreements

5. Details setting forth whether teaming partners and major subcontractors have submitted proposals to the Offeror and the status of the negotiation of such proposals

6. A description of the types of contracts that will be issued to teaming partners and major subcontractors

7. A description of how the Offeror intends to share both the risks and incentives (e.g., award fees) with teaming partners and major subcontractors

8. How the combined strength of the team can successfully implement complex modernization projects

9. How the Offeror will manage accountability and information flow, both across and within Offeror team organizations

10. Details on any Associate Contractor agreements that are contemplated with legacy system contractors. Offeror shall discuss in detail how these agreements will be reflected and managed in the technical solution. If these agreements have already been executed, the Offeror shall provide the details.

11. How the Offeror anticipates achieving the End Vision while working with several agencies and contractors that are not under its direct control and/or with which it has no contractual relationship.

Any the teaming agreements provided in response to this Section will not count against the page limitations for this Volume. Company brochures will not be accepted as part of the proposal.

The Offeror shall provide a Subcontract Management Plan that describes the policies and procedures for managing subcontractors. The Plan shall include a description of how the Offeror will monitor and evaluate the technical, managerial, and business performance of subcontractors and how the Offeror will address and correct identified performance problems. The Subcontract Management Plan provided in response to this Section will not count against the page limitations for this Volume.

L.15.1.2 Key Personnel

It is the Offeror's responsibility to select and propose key personnel for this solicitation. The Offeror shall propose a minimum of twenty (20) key personnel for the US-VISIT Program Prime Contractor contract. The proposed Program Manager and the proposed Deputy Program Manager must have been employed continuously with the Offeror for the last three (3) years as of the date of submission of the proposal. Each proposed Key Personnel must serve on the Program for a minimum of one (1) full year from the date of contract award.

The Offeror shall describe the role of each Key Personnel within the proposed organizational structure. The Offeror may identify additional Key Personnel positions in its proposal. The Government has the right to change the Key Personnel list, or issue waivers on specific Key Personnel, at the discretion of the Contracting Officer.

If, after submission of the Offeror's proposal, but prior to award, an individual designated as key personnel becomes unavailable, the Offeror shall promptly notify the Contracting Officer and update their proposal accordingly. In such a situation, the Offeror may be allowed to offer a substitute at the Contracting Officer's discretion.

L.15.1.3 Key Personnel Matrices

The Offeror shall complete the Key Personnel Skill Matrix contained in Section J.14 (Table J.14-1) for all key personnel proposed in response to this solicitation. The Offeror shall map the skills and experience of the proposed key personnel to the task/skill areas identified. The Offeror also shall complete the Key Personnel Project Matrix contained in Section J.14 (Table J.14-2) and map the skills and experience of the proposed key personnel to the Project Profiles submitted.

L.15.1.4 Key Personnel Resumes

The Offeror shall provide Key Personnel resumes as part of Volume 4, Part A, in accordance with the resume format in Section J.14 (Figure J.14–1). The Key Personnel resumes will not count against the page limitations in Volume 4 – Management. The page limit for individual resumes is three (3) pages. The resumes shall clearly describe the individual's relevant experience and qualifications for the position and should amplify the information in the matrices with current and relevant information on the candidate's skills and experience.

L.15.2 Volume 4, Part B – Technical Proposal to Task Order 001 Statement of Work

The Offeror shall provide a technical proposal in response to the Task Order 001 Statement of Work – *Program-Level Management, Engineering, and Architecture* presented in Section J.2 and in accordance with the directions for task order proposals cited in Section H.2. The Offeror's Cost/Price proposal, which shall be provided in Volume 2 – Cost/Price, shall clearly delineate the Offeror's risk-sharing strategy. The Government anticipates the task to be awarded on a Cost Plus Award Fee basis, although other contract types will be considered if a suitable rationale is provided.

The Offeror's technical proposal shall include the Offeror's proposed solution. It shall also include the Task Order 001 Project Plan, work breakdown structure and dictionary, program milestone schedule, and resumes of any key personnel working on this task order. The number of key personnel shall be defined by the Offeror. The technical proposal shall also include the Offeror's Draft Program Management Plan, Task Order Project Plan Template, Draft Enterprise Life Cycle Management Document, Draft Software Development Life Cycle Document, and Draft Systems Engineering Management Plan. The Offeror's proposed solution and Task Order 001 Project Plans have page limits associated with them, as shown in Table L.11-1. All other documents referenced in this paragraph that are provided in response to this Section will not count against the page limitations for this Volume.

L.15.3 Volume 4, Part C – Past Performance

L.15.3.1 Past Performance Questionnaires – Required Contract References

The Offeror must provide at least four (4) of its most current contract references that demonstrate the most recent and closest relevant experience to what is required in the US-VISIT Program.

For these contract references, the Offeror shall complete Part 1 of the Past Performance Questionnaire (provided in Section J.13). The Offeror, on its own behalf and for its teaming partners/subcontractors, shall forward Parts 1 and 2 of the Past Performance Questionnaire to each contract reference. Relevant experience would include large-value contracts that involved multiple-member team configurations and the integration of complex business processes and IT systems. One of the four contract references must be a program of comparable size/complexity to the US-VISIT Program (including the management of multiple contractors) on which the proposed Program Manager last performed in this same position.

The Offeror shall instruct all contract references to complete Part 2 of the Questionnaire and submit the entire Questionnaire (Parts 1 and 2) directly to the Contracting Officer no later than December 18, 2003, as specified in Section L.11. If commercial projects are submitted for evaluation, the Commercial Buyer and Project Manager shall complete the evaluation forms. Offerors are strongly encouraged to send these forms to their contract references as early as possible. The Government will begin reviewing the forms as they arrive. The Offeror shall exert best efforts to ensure that its contract references submit the completed Questionnaires directly to the Contracting Officer.

Past performance information is proprietary source selection information. If a problem with the Offeror's past performance is identified, the Contracting Officer will only discuss this information with the Offeror or the appropriate teaming partner/subcontractor. If a problem with the past performance of a teaming partner/subcontractor is identified, the Contracting Officer will notify the Offeror, but will not discuss any details concerning the problem without the express permission of the teaming partner/subcontractor.

The Government strongly encourages the Offeror to use, as appropriate, the past performance references provided in response to Volume 1, Part A – Documentation of Acceptability, as part of these past performance references/questionnaires.

The Government reserves the right to obtain additional past performance information from any of the contract references and from other Government and private sector sources for the Offeror and any of the Offeror's teaming partners or subcontractors.

L.15.3.2 Optional Contract References

The Offeror may, at its option, provide up to another four (4) contract references that demonstrate the prior experience of the Offeror and/or its teaming partners and major subcontractors with border management and/or prior collaborative experience working with one another. It is not a requirement that the Offeror be the Prime Contractor or otherwise included on any of these optional four contract references. Of this latter group of contract references, at least two (2) of the four must involve border management regardless of size and scope of effort.

L.15.3.3 Description of Past Performance

The Offeror shall describe its performance on the last four (4) recent and relevant contracts that satisfy the requirements stated in Section L.15.3.1 and, where applicable, the optional contract

references in L.15.3.2. The Offeror shall complete a Project Profile table (see Table J.13–1) for each contract described. The Project Profile table shall not count against the page limitations for the Past Performance descriptions. The Offeror shall provide all Award Fee Performance Evaluation Reports for all past performance references provided that included the use of award fee contract/task order types.

L.15.4 Volume 4, Part D – Capability Maturity

The Offeror shall provide proof that the business units of any of its teaming partners/major subcontractors that will be performing software engineering for the US-VISIT Program are at Level 3 or above of either the Software Engineering Institute's (SEI) Capability Maturity Model® (CMM®) for Software (SW-CMM®) Version 1.1 or the Capability Maturity Model Integration® (CMMI®) Version 1.1 for the Software Engineering Model. If the Offeror will also be performing software engineering on this contract, then it shall provide the same proof for its business unit. 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 Offeror or one of its teaming partners/major subcontractors). The Offeror shall describe how the small business contractor will satisfy this requirement as part of its technical proposal to Task Order 001.

If the Offeror will not be performing software engineering, the Offeror shall provide proof its business unit's capability maturity against either the SW-CMM or the CMMI. If the Offeror's business unit has not been assessed against one of these models, this will be considered in evaluating the Offeror's management capability.

Proof of all capability maturity shall be established through the submittal of the below-listed artifacts from an appraisal following a CMM Appraisal Framework (CAF)-compliant method.

For a SW-CMM appraisal, the Government will accept the use of one of the following appraisal methods: a SEI Software Capability Evaluation (SCE℠) or a CMM Based Appraisal for Internal Process Improvement (CBA-IPI). The appraisal must have been led by a SEI SCE Lead Evaluator for a SCE or a SEI CBA-IPI Lead Assessor for a CBA-IPI. The Lead Evaluator/ Assessor must be listed on the current SEI Lists of Lead Evaluators/Assessors.

For a CMMI appraisal, the Government will accept a Standard CMMI Appraisal Method for Process Improvement (SCAMPI℠) appraisal method. The appraisal must have been led by a SEI-Authorized Lead Appraiser for a SCAMPI. As with the SW-CMM appraisals, the SEI-Authorized Lead Appraiser for a CMMI appraisal must be on the current SEI List of Authorized Lead Appraisers. The Offeror must also document the specific CMMI model that was the basis of its assessment. The Offeror must state whether that assessment involved a staged or continuous CMMI model. If the assessment was against a staged CMMI model, then the Offeror must identify which model it was assessed against (e.g., CMMI for Software Engineering, CMMI for Systems Engineering and Software Engineering). If the assessment was against a

continuous CMMI model, then the Offeror must identify and document the Process Areas that were assessed.

For each SCE, CBA-IPI, or SCAMPI, the following information must be provided:

(a) Identification of the Company and business unit that was appraised

(b) Date of the assessment

(c) Identification of the model, type of appraisal, and whether the appraisal was against a staged or continuous model; if against a staged model, the model that was assessed and if against a continuous model, a list of the Process Areas that were assessed shall also be provided

(d) Identification of the assessment team lead (Lead Evaluator/Assessor/Appraiser) and contact information for this person

(e) Copy of the final report

(g) Copy of the action plan

(h) Summary of all significant process improvements that have occurred in the Offeror's or teaming partner/major subcontractor's business unit since this SCE, CBA-IPI, or SCAMPI appraisal. These improvements should be tied to the associated appraisal action plan. These summaries shall be limited to five (5) pages per SCE, CBA-IPI, or SCAMPI.

Only results from a SCE, CBA-IPI, or SCAMPI conducted no earlier than 24 months prior to submission of this proposal will be accepted. Only results applicable to the Offeror and the business units of the teaming partners/major subcontractors that will provide software engineering services to this US-VISIT Program Prime Contractor Contract will be accepted.

L.15.5 Volume 4, Part E – Socio-Economic Goals

As part of its proposal, each Offeror's proposal (as defined in FAR Subpart 19.1) shall include a plan for subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned businesses, in accordance with FAR Subpart 19.7 and the goals as stated in Section H – Special Contract Requirements. The Offeror's plan shall address these goals in percentage terms for the base contract period and the five (5) option periods. Additionally, the Offeror shall include, if appropriate, a description of its Mentor-Protégé Program, including any specific dollars that would be required for implementation. The Small Business Subcontracting Plan provided in response to this Section will not count against the page limitations for this Volume.

The Offeror shall provide a description of its small business subcontracting strategies used in one (1) previous and similar contract. The Offeror shall provide its most recent SF294 and SF295

Subcontract Reports. The SF294 and SF295 Subcontract Reports provided in response to this Section will not count against the page limitations for this Volume.

L.16 Oral Presentations

All Offerors will be required to provide the Government source selection evaluation teams at least one (1) oral presentation, and may be required to provide additional oral presentations. The required oral presentation, plus two additional anticipated oral presentations, is described in detail in subsections L.16.1–L.16.3. Oral Presentation #1, Offeror's Management Approach, will be mandatory. The oral presentation(s) will be used by the source selection evaluation teams to help evaluate the Offeror's understanding of the Government's mission and requirements, to assess the evaluation and risk factors in accordance with Section M, and to permit the Government to evaluate the Offeror's team knowledge in the areas described in subsections L.16.1–L.16.3.

The source selection evaluation teams will ask the Offeror's representatives questions concerning the performance of the contract areas. Some of the specific areas that may be evaluated during the oral presentation(s) are the business and technical understanding of the work, the capabilities provided by the Offeror's teaming arrangement, and the Offeror's innovative strategies and tactics that can help the US-VISIT Program succeed in meeting its needs and goals. The Offeror's Key Personnel proposed for this contract shall be the primary participants in the oral presentation(s); however, other personnel of the Offeror may participate in the oral presentation(s).

The Offeror may include a variety of materials in its oral presentations, including videos, PowerPoint slides, visual materials, or a demonstration related to any portion of the proposed End Vision.

The oral presentation(s) will neither constitute discussions, as defined in FAR 15.306(d), nor will it/they obligate the Government to conduct discussions or to solicit or entertain any revisions to offers.

The following subsections provide a description of what the Offeror would be expected to address in the mandatory and other two anticipated oral presentations. The Offeror will be provided the date for each oral presentation at least fifteen (15) days in advance of the actual presentation.

L.16.1 Oral Presentation #1: Offeror's Management Approach

The Offeror shall describe its proposed organization and organizational structure, where the US-VISIT Program contract will sit within the Offeror's corporate structure, interrelationships of the organizational elements, communications channels, levels of approval and authority, roles and responsibilities of the program organization and key personnel, processes for resolution of priority and resource conflicts, and any and all applicable corporate policies that will influence the performance and operation of the contract. The presentation shall include organizational

chart(s) that clearly depict areas of responsibility and the flow of authority for and between each organizational element. The Offeror shall describe the level of autonomy of the Offeror's Program Manager in overall decision making, including the authority to contractually commit the company. The organizational charts shall depict assigned functions, number of staff, and any teaming and subcontracting arrangements proposed for the performance of work under the contract.

The Offeror shall also provide specific details on its corporate commitment to the US-VISIT Program, including, but not limited to, such topics as to what level of executive management the Program Manager reports, the level of commitment shown in staffing the key program positions, how the Offeror will ensure a unified, integrated team for this Program, irrespective of company designation, and how the Program staff throughout the team will be incentivized for work performed on this Program.

The Offeror shall describe its capabilities, or if the Offeror has formed a team, the capability of its proposed team for the US-VISIT Program (prime contractor, teaming partners and subcontractors, if any).

If the Offeror proposes using teaming arrangements or any subcontractors for the performance of work under this contract, then the Offeror shall include a discussion of the subcontractors and team members and how they will be integrated into the Contractor’s organization for this contract. The Offeror shall describe how the Offeror’s management processes are implemented across a program organization that consists of multiple teaming partners/subcontractors.

The Offeror shall provide a description of how its teaming partners/subcontractors will interface with the Offeror, including the responsibilities and authority of the Offeror's Program Manager. The Offeror shall describe the steps taken to integrate personnel, policies, processes, and procedures to allow any proposed combination of separate business entities, including separate divisions of the same company (or subcontractors), to function as a single entity.

The Offeror shall also provide a description of how its program team will effectively and efficiently work with the US-VISIT Program Office and perform the work.

The presentation shall also address how the Offeror plans to implement the key management processes throughout the program and across its entire team, including its teaming partners/subcontractors. This shall include a description of the Offeror’s proposed program and task order management processes, including earned value management, schedule management, cost estimating, risk management, program/project control, subcontractor management, and program/project reporting. It shall also include a description of the Offeror’s architecture and systems engineering processes.

In presenting its management approach, the Offeror shall address the following questions:

1. How will the Offeror ensure that its teaming partners/major subcontractors share in both accountability and incentives/profit?

2. How will the Offeror integrate the management processes of its major teaming partners/subcontractors?

3. What relevant history does the Offeror have with any of its major teaming partners/subcontractors?

4. What does the Offeror view as its critical risks in bringing its team on board and in rapidly becoming fully operational? How would the Offeror propose mitigating these risks?

5. What are some of the Offeror's and its teaming partners/subcontractors lessons learned from their most difficult and challenging programs?

6. The Offeror's presentation does not have to address the elements and questions listed above in the order shown.

L.16.2 Oral Presentation #2 (Optional): Offeror's End Vision

The Offeror shall present its End Vision and shall describe how Increment 2B builds upon this End Vision. The Offeror shall brief, at a minimum, the following:

1. Its overall End Vision and how it is going to benefit the Government

2. How the End Vision will benefit the numerous other stakeholders (e.g., state and local governments, private associations, etc.)

3. How the End Vision will meet the US-VISIT Program goals and prescribed legislative and operational requirements

4. How the End Vision will effect the five (5) key processes (pre-entry, entry, status management, exit, and analysis), including the incorporation of an Enterprise-Wide Mission Operations Center. This description shall address the benefits of the End Vision in each key process to all stakeholders.

5. How the End Vision articulates operational outcomes and how the Government/Offeror actualizes the End Vision into the operational outcomes in an incremental implementation

6. How the End Vision, and each increment, integrates with, consolidates, replaces, and/or retires existing legacy systems

7. How the End Vision affects other Government agencies

8. How the End Vision conforms to and enhances the DHS Enterprise Architecture

9. How the End Vision is financially viable for the Government, both in the short and long term, including the Offeror's funding profile

10. What the value (cost/benefit) is to the Government of each separate increment, including a description of each increment's capability

11. The degree of risk sharing between the Government and the Offeror in implementing this End Vision

12. How the Offeror's solution to Increment 2B builds upon the Offeror's End Vision.

In addition, the Offeror's presentation shall address the following questions:

1. What does the Offeror view as the major challenges to success, and how would the Offeror propose overcoming these impediments and mitigating these risks?

2. What schedule and funding constraints does the Offeror believe could impede its approach and/or progress?

3. What performance measures and quantitative metrics would the Offeror propose to measure both the Program's operational success and the Offeror's ability to manage its work successfully?

4. With the Government providing the facilities development and implementation through centralized facilities program management dedicated to US-VISIT, what is the Offeror's plan to manage the systems/facilities integration to assure achievement of the business outcomes and also comply with the strategies developed by the Government that adheres to the environmental requirements of the National Environmental Policy Act (NEPA)?

5. How does the Offeror recommend transitioning systems development and operations and maintenance from legacy contractors to the Prime Contractor, where appropriate, and working with legacy contractors when systems will remain under their control?

6. The Offeror's presentation does not have to address the elements and questions listed above in the order shown.

L.16.3 Oral Presentation #3 (Optional): Offeror's Increment 2B Solution

The Offeror shall fully discuss the proposed development and implementation/deployment strategies for Increment 2B. The Offeror shall describe the operational capabilities that will be achieved through the implementation of this Increment. As part of this presentation, the Offeror shall also briefly discuss the changes required to legacy systems, how the Offeror will work with

the current legacy contractors who maintain those systems, the infrastructure to be acquired and deployed, the facilities enhancements required to be made by the Government, and the Offeror's organizational change management strategy and approach to implementation. The Offeror shall also discuss its proposed schedule for implementing this Increment and any potential risks or impediments that the Offeror views may impede its success.

L.16.4 Oral Presentation Instructions

Offerors shall provide an electronic copy, as prescribed in Section L.11.1, of the briefing slides and agenda five (5) days in advance of each oral presentation. No changes are permitted in the briefing slides after date of submission. Offerors shall not submit annotated briefing slides (e.g., notes pages). The Government will evaluate only information recorded on the videotape and corresponding slide hardcopies. On the day of the oral presentations, the Offeror shall provide hard copies of the briefing slides to all Government attendees. The number of Government attendees will be provided to the Offeror at least five (5) days in advance of each oral presentation.

L.16.4.1 Location and Videotaping

Oral presentations shall be hosted at a location to be determined by the Government. The location may be the Offeror's facility. The Offeror will be provided the location when the Offeror is advised of the date of the oral presentation. The Government will videotape the oral presentation. The videotape of the oral presentation will receive the same care and security as all other source selection material. If the oral presentation is conducted at the Offeror's facility, seating for up to fifty (50) members of the Government team, including evaluators and advisors, will be required. For planning purposes, oral presentations are expected to be conducted within thirty (30) calendar days from the proposal receipt date. The Government will determine the order in which the Offerors give their oral presentations.

No cost or price information shall be included in the oral presentation, briefing slides, or other visual materials used in the presentation.

The Contracting Officer will schedule the oral presentations and will notify each Offeror of the appointed date, time, and location of each oral presentation after receipt of the written parts of the proposal, but at least 15 days prior to the actual date of each oral presentation. The Offeror shall confirm receipt of the notification for oral presentations by return email to the Contracting Officer. The Offeror's point of contact for the presentation, telephone number, e-mail address, and facsimile numbers shall also be included in the confirmation. The Government reserves the right to reschedule any Offeror's oral presentation at the discretion of the Contracting Officer.

L.16.4.2 Time Limits and Personnel Authorized to Brief

Each oral presentation is not anticipated to exceed a total of eight (8)-hours. The time limit will commence at the Government's direction. The Government reserves the right to add oral presentations, with reasonable notice to the Offerors, and also reserves the right to adjust the

time frames for each oral presentation. In each session, a specific presentation shall not exceed a total of 3.5 hours, with one 15-minute break scheduled during this time, unless otherwise notified by the Contracting Officer. Slides submitted, but not briefed within the time limit, will not be considered for evaluation. Each oral presentation session will include a question and answer (Q&A) session of up to two (2) hours. The Government team plans to caucus on the morning session during the lunch break to review and consolidate questions for the Q&A session. Accordingly, if the presentations are conducted at the Offeror's facilities, the Offeror is requested to arrange for a working lunch and a private meeting room. The Q&A session will follow the caucus, and will also be videotaped.

The Government may also ask questions during the Offeror's presentation; however, if the Offeror determines that the answer will require a lengthy response, it can defer its answer to the Q&A session following the Offeror's presentation.

The Offeror's Program Manager and other key personnel shall be present at the oral presentations and shall be prepared to respond to Government questions on the presentations. The Government will restrict the total number of the Offeror's personnel at the oral presentations, but will not dictate the composition of the personnel in attendance. The maximum number of Offeror personnel allowed at each presentation will be provided to the Offeror in the Government e-mail announcing the time/date/location of each oral presentation.

L.17 Supporting Anti-Terrorism by Fostering Effective Technologies Act (Safety Act) of 2002 Instructions

The services, supplies and/or technology requested by DHS in this RFP may qualify for limited or total protection from third-party liability pursuant to the Support Anti-terrorism by Fostering Effective Technology Act of 2002 (the SAFETY Act). For additional information, you may consult the proposed Implementing Regulation in the *Federal Register*, Vol 68, No 200, pp. 59684 or www.safetyact.gov.

Section M Evaluation Factors for Award

M.1 General

The Government is using formal source selection procedures to conduct this procurement. The Government intends to award a contract resulting from this solicitation to the Offeror whose proposal represents the best value to the Government in accordance with Federal Acquisition Regulation (FAR) 52.215-1(f). The Government intends to evaluate proposals and award a contract after conducting discussions in accordance with FAR 52.215-1, f (4) *Alternate I*. The Government reserves the right to determine the specific order and duration of individual source selection activities as the evaluation proceeds, or call for discussions, proposal clarifications, or revisions at any time as may be determined to be in the Government's best interest, and in accordance with the FAR.

Proposals that require substantial revisions because of significant omissions of information required in RFP Section L may not be considered among the highly rated proposals within the competitive range in accordance with FAR 15.305. Offeror proposals that restate the requirements or statements from the RFP or simply state that the Offeror's proposal is compliant with the RFP without providing a description of the approaches, techniques, or solutions may be considered non-responsive or may receive a very low rating for those items. Innovative solutions are strongly encouraged and will be rated higher as appropriate.

The Government will assess the relative risks associated with each Offeror's proposal and potential performance. Risk is defined as the likelihood that the Government will be negatively impacted by the Offeror's failure to meet the negotiated business, technical, management, and schedule performance and cost. The Government's assessment will recognize the distinction between proposal risk and performance risk:

1. Proposal risks are those associated with an Offeror's proposed approach in meeting the Government's needs and requirements. The evaluation team will assess proposal risk and integrate their assessments into the rating of each evaluation factor and appropriate subfactor.

2. Performance risks are those associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance.

Assessment of risk is an integral component of the evaluation. It will serve to inform the evaluators and the Source Selection Advisory Committee (SSAC) regarding the likelihood that the Offeror's proposed solutions would successfully meet the requirements of this RFP, within reasonable time frames and funding profiles, and without placing unreasonable risk on the Government. In analyzing the risk of the Offeror's proposed solutions, the Government will also consider the Offeror's willingness to share in this risk.

M.2 Acceptable Proposals

To be considered eligible for award, an Offeror shall comply with all proposal instructions and shall clearly demonstrate the ability to meet all requirements specified in this RFP. The Offeror must be financially viable and otherwise responsible as determined in FAR 9.1.

The Government will determine the acceptability of each Offeror's offer on a pass or fail basis for further consideration. An offer will be acceptable when it demonstrates that the Offeror's team:

1. Has experience with border management business processes and systems. Border management involves the processing and management of data about foreign nationals from the point at which they petition to enter the United States, when they enter, while they are here, and when they exit.

2. Has experience performing on a minimum of three (3) information technology integration projects over the last five (5) years, each with a total contract value greater than $500 million (U.S.) and encompassing the full systems development/systems integration life cycle

3. At least one of the three projects must

    a. Have been with the U.S. Government

    b. Have involved the integration of five (5) or more complex systems

4. Has successfully implemented high-volume, real-time, performance-driven, global network-based applications

5. Has the ability to support and staff a nationwide systems development and deployment effort.

M.2.1 Contractor Support

Offerors are hereby notified that the Government intends to use contractor support to assist in all acquisition activities, including evaluation of Offeror proposals. These contractors shall follow established standards of conduct during the source selection process and shall maintain confidentiality of proprietary and source selection-sensitive information.

M.3 Basis for Award

The contract resulting from this solicitation will be awarded to that responsible Offeror whose Offer is determined to provide the "best value" to the Government. Best value represents the greatest value to the Government, which will be determined by comparing the value in the technical features of competing offers based on their strengths, weaknesses, and risks with

differences of their price to the Government. Such an Offer may not necessarily be the proposal offering the lowest cost or receiving the highest evaluated rating.

If at any point during the evaluation process the Government concludes that the Offeror is not likely to receive an award, the Government may eliminate the Offeror from further consideration for award. Any Offeror eliminated from further consideration will be officially notified in writing.

The Government reserves the right to waive minor irregularities and discrepancies in offers received and to make an award based on the initial offers submitted without negotiating or soliciting Final Proposal Revisions.

M.3.1 Evaluation Order of Importance

Proposals will be evaluated on the following evaluation factors and subfactors shown in Table M.3–1.

Table M.3–1. Evaluation Factors and Subfactors

Factors	Subfactors
Factor 1: End Vision	Business Solution
	Technical Solution
	Transition Strategy
Factor 2: Management	Organizational Structure and Management Approach
	Response to Task Order 001 Statement of Work
	Past Performance
	Capability Maturity
	Socio-Economic Goals
Factor 3: Increment 2B Development & Implementation Strategy	Business Solution
	Technical Solution
Factor 4: Cost/Price	

In evaluating these factors, in descending order, the End Vision solution is more important than any other factor. The Management Approach will be of more importance than the Increment 2B solution.

While not rated, cost/price is an important evaluation factor. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

M.4 Evaluation Factors

Acceptable proposals will be evaluated against the following four factors. Evaluations will be based both on an assessment of the written responses of the Offeror's proposal as well as the oral presentation(s).

M.4.1 Factor 1 – End Vision

The Government will evaluate the Offeror's End Vision proposal to determine if the proposal implements innovative solutions that meet the Government's business and technical needs while also meeting the mission and goals of the US-VISIT Program. The Government will evaluate how well the Offeror understands the Government's needs and requirements, including incremental implementation at time intervals that support reasonable funding profiles. The Government will evaluate the risk associated with the Offeror's proposed End Vision for the US-VISIT Program and will consider how well the Offeror's functional, operational, security and privacy, and performance capabilities will meet the US-VISIT mission needs, program goals, and legislative mandates, as well as how well the Offeror's End Vision meets the needs of the border management community. The Government will evaluate how the Offeror proposes to measure program success based on performance. The Government will also evaluate how well the Offeror defines the desired business results to be achieved by the End Vision and how well the Offeror relates those desired business results to specific performance measures and metrics. The Government will evaluate how the Offeror proposes that performance incentives relate to performance metrics. The Government will evaluate the Offeror's End Vision against the five key border management processes—pre-entry, entry, status management, exit, and analysis, including the implementation of a Mission Operations Center as part of the analysis process.

In evaluating this factor, the business solution and technical solution subfactors are of equal importance, and both are of more importance than the transition strategy subfactor.

M.4.1.1 Subfactor 1 – Business Solution

The Government will evaluate the clarity of the Offeror's approach in providing the End Vision. The evaluation will include how well the Offeror understands the need for and extent of business process reengineering and organizational change management, and the organizational impact on the border management stakeholders and community. The Government will evaluate how the Offeror's approach will assure meeting the operational requirements of the border management stakeholders and community, provide any expected improvements and deliver maximum return on current investments when measured against the US-VISIT Program's mission, and the ability of the Business Solution to meet customer needs.

M.4.1.2 Subfactor 2 – Technical Solution

The Government will evaluate how well the Offeror demonstrates the level of knowledge and understanding of US-VISIT Program requirements to meet the Program's mission needs, as shown by the Offeror's proposed end-state system architecture, incremental implementation, and expected improvements of legacy systems. The Government will evaluate the degree to which the Offeror's technical solution supports its End Vision, supports its business solution, and is compatible with the DHS Enterprise Architecture and Infrastructure. The Government will assess the proposed resources required and any benefits to be derived from tradeoffs, where feasible, among technical performance, legacy system utilization, ownership costs, and time to develop and field US-VISIT system-related components.

M.4.1.3 Subfactor 3 – Transition Strategy

The Government will evaluate the degree to which the Offeror's transition strategy is well planned from both a business and technical perspective; ensures that operational and end users are adequately prepared to function under the new business processes and infrastructure; minimizes operational impact to existing business functions and facilities; ensures the appropriate transfer of system maintenance to the owning organization; is compatible with the DHS Enterprise Architecture framework and infrastructure; and addresses the necessary deployment, training, outreach, communications, and operations and maintenance approach for a successful, efficient, and timely transition.

M.4.2 Factor 2 – Management

The Offeror's management proposal will be evaluated to determine the extent to which the Offeror has developed a plan and strategy for the effective and efficient management of the contract and associated task orders to accomplish high-quality, timely, and cost-effective work under the contract. Emphasis will be placed on the Offeror's demonstrated capability to effectively manage all resources assigned to the contract in support of the DHS mission through the US-VISIT Program.

The subfactors for Organizational Structure and Management Approach and Task Order 001 Statement of Work are of equal importance, and are both of greater importance than the subfactors for Past Performance, Capability Maturity, and Socio-Economic Goals. Past Performance, Capability Maturity, and Socio-Economic Goals are of equal importance.

M.4.2.1 Subfactor 1 – Organizational Structure and Management Approach

The Government will evaluate the degree to which the Offeror's proposed organization and organizational structure, interrelationships of the organizational elements, communications channels, levels of approvals and authority, external interfaces, roles and responsibilities, and experience with and approach to managing complex, distributed, real-time, safety- and security/privacy-sensitive systems development will help the Government meet the legislative mandated milestones and delivery dates for the US-VISIT Program.

The Government will evaluate the degree to which the Offeror's management approach, corporate commitment, teaming agreements, and subcontractor management will provide effective, efficient, and responsive support for the performance of the US-VISIT Program by the Offeror and its teaming partners and subcontractors.

The Government will evaluate the degree to which the Offeror's proposed teaming arrangements and key personnel provide the necessary skills, prior experience, and demonstrated, relevant past performance to meet the US-VISIT Program goals. In evaluating the Offeror's performance risk, the Government will assess the Offeror's arrangements to incentivize its employees, its teaming partners and major subcontractors, and subcontractor employees.

The Government will also evaluate the extent to which the Offeror's business unit's management processes will be implemented across a program organization that consists of multiple teaming partners/subcontractors.

The Government will evaluate the qualifications, skills, and experience of the proposed key personnel to perform within a CMM Level 3 environment on a major business process/ information technology systems integration program. The Government will assess the experience of the key personnel on other cited projects of the Offeror and its teaming partners and major subcontractors.

M.4.2.2 Subfactor 2: Response to Task Order 001 Statement of Work

The Government will assess how well the Offeror's proposed program and task order management processes, including earned value management, risk management, project control, subcontractor management, and schedule management, as well as the Offeror's architecture and systems engineering processes, are detailed, mature, and appropriate to direct the Offeror's performance on the US-VISIT Program.

M.4.2.3 Subfactor 3: Past Performance

In evaluating this subfactor, the Government will conduct a performance risk assessment based upon the quality of the Offeror's past performance as well as that of its proposed teaming partners/major subcontractors, relating to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the Offeror and its proposed subcontractors regarding all solicitation requirements. This assessment will include the Offeror's record on cost, schedule, and performance, as well as its history for reasonable and cooperative behavior and commitment to customer satisfaction.

The Offeror is cautioned that in conducting the performance risk assessment, the Government may use data provided by the Offeror in its proposal as well as data obtained from other sources including Contractor Performance Assessment Reporting System (CPARS), the National Institute of Health, and commercial sources. Since the Government may not necessarily interview all of the sources provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. The Offeror is reminded that while the Government may

elect to consider data obtained from other sources, the burden of providing thorough and complete past performance source data rests with the Offeror.

The evaluation of the Offeror's past performance may include verification of key personnel performance on the cited contract references, as well as site visits to the contract references.

M.4.2.4 Subfactor 4: Capability Maturity

The Government will evaluate the degree of risk associated with capability maturity of the Offeror and also of the business units of the Offeror's teaming partners/major subcontractors that will be performing systems engineering.

In evaluating the capability maturity of the Offeror, the Government will assess the applicability of the Offeror's Capability Maturity Model (CMM®) level appraisal to the Offeror's business unit performing the work on this Contract and the ability of that business unit to manage this contract using the process artifacts generated in support of that appraisal. The Government will also evaluate the findings (strengths and weaknesses) identified in the CMM appraisal final report, the action plan, and the Offeror's significant process improvements that have occurred since the appraisal.

In evaluating the capability maturity of the Offeror's teaming partners/major subcontractors that will be performing systems engineering, the Government will evaluate the findings (strengths and weaknesses) identified in the CMM appraisal final report, the action plan, and the Offeror's significant process improvements that have occurred since the appraisal.

The Government will also evaluate how the Offeror plans to ensure that any small business subcontractor, at any tier, performing software engineering under this contract adheres to the CMM Level 3 processes of the primary Software Engineering organization (whether the Offeror or one of its teaming partners/major subcontractors).

M.4.2.5 Subfactor 5: Socio-Economic Goals

The Offeror's subcontracting plan will be evaluated against DHS subcontracting goals for small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns. The Offeror's approach to implementing its Mentor-Protégé Program will be evaluated. In evaluating this subfactor, the Government will evaluate how the Offeror proposes to implement and comply with DHS goals through the Offeror's responses for Task Orders 001 and 002.

The evaluation will include a review of the most recent SF294 and SF295 subcontract reports of the Offeror's and key subcontractors to determine their past performance in meeting Small Business Participation goals.

M.4.3 Factor 3 – Development and Implementation Strategy for Increment 2B

The Government will evaluate the Offeror's Task Order 002 proposal for the development and implementation strategy for Increment 2B against the following subfactors. In evaluating this factor, the subfactors for Business Solution and Technical Solution are of equal importance.

M.4.3.1 Subfactor 1: Business Solution

The Government will evaluate the degree to which the Offeror's response to the Task Order Statement of Work in Section J.3 reflects the proposed End Vision, is integrated with legacy border management systems, and demonstrates that appropriate resources are in place to reduce the risks to the Government for development, testing, and deployment. The Government will evaluate the Offeror's proposed design by assessment of the Offeror's completed business process and technical models supplied in response to Section J.10.

M.4.3.2 Subfactor 2: Technical Solution

The Government will evaluate the soundness of the Offeror's approach for meeting the technical requirements of Section C and the Task Order 002 Statement of Work. These responses will be assessed for knowledge of the respective Statement of Work, process flexibility, technical understanding, compatibility and compliance with the existing systems and DHS Enterprise Architecture, innovation, and consistency with the proposed End Vision. The Government will evaluate the Offeror's proposed design by assessment of the Offeror's completed business process and technical models supplied in response to Section J.10.

M.4.4 Factor 4: Cost/Price

The Cost/Price Factor consists of the (1) evaluation of the Offeror's proposed total cost/price for the Task Order 001 and 002 Statements of Work, respectively (see Sections J.2 and J.3); (2) the realism and reasonableness of the Offeror's proposed cost/price; and (3) the level of risk sharing.

For the purposes of evaluation, the Government reserves the right to adjust an Offeror's proposed cost/price, as deemed necessary and appropriate, based on cost/price reasonableness, price realism, or any other aspect of the cost/price analysis. As part of the cost/price evaluation, the Cost Evaluation Team will determine the risk associated with each Offeror's cost/price proposal.

The Government's determination of the cost risk of the Offeror's proposal will be based on an evaluation of the following elements:

(a) The completeness of the Offeror's cost documentation and traceability to the Offeror's Basis of Estimates.

(b) The adequacy of the labor resources proposed to complete the work.

(c) The Offeror's financial capability to execute the contract in accordance with general accounting standards and to support program management requirements.

The Government will assess the cost realism of each proposal and determine the most probable cost the Government will incur in the performance of Task Orders 001 and 002. The determination of cost realism will include an assessment of the predicted growth in the proposed costs during the course of the contracted effort. In addition, cost will be used as an aid in determining the Offeror's understanding of the requirements of this solicitation. An excessively high or low cost may indicate the Offeror's lack of understanding of the requirements.