

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 09/06/2012	2. CONTRACT NO. (if any) GS-10F-0425R	6. SHIP TO: a. NAME OF CONSIGNEE Department of Homeland Security		
3. ORDER NO. HSHQVT-12-F-00002	4. REQUISITION/REFERENCE NO. RVST-12-00116	b. STREET ADDRESS 245 Murray Lane Bldg. 410		
5. ISSUING OFFICE (Address correspondence to) LaShonda Keith, Contracting Officer MGMT/OPO NPPD/Mailstop 0115 Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0115		c. CITY Washington	d. STATE DC	e. ZIP CODE 20528
7. TO: a. NAME OF CONTRACTOR CREATIVE COMPUTING SOLUTIONS INC		f. SHIP VIA		
b. COMPANY NAME		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 1901 RESEARCH BOULEVARD SUITE 600		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY ROCKVILLE	e. STATE MD	f. ZIP CODE 208503292	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE		

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

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 005193037+0000 This task order is being made under General Services Administration (GSA) Schedule GS-10F-0425R Special Item Number (SIN) under MOBIS 874-1RC. Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME	Burlington Finance Center		\$5,609,195.20	▲
b. STREET ADDRESS (or P.O. Box)	P.O. Box 1279 Email to: NPPDInvoice.Consolidation@dhs.gov Attn: USVISIT PIMS			
c. CITY	Williston	e. ZIP CODE	05495-1279	17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) LaShonda C. Keith TITLE: CONTRACTING/ORDERING OFFICER		▲

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

PAGE NO

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

DATE OF ORDER 09/06/2012 CONTRACT NO. GS-10F-0425R

ORDER NO.
HSHQVT-12-F-00002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>The purpose of this Labor-Hour task order is to provide project management and technical support to the US-VISIT Identity Services Branch to assist with the planning, execution, and oversight of Identity Services programs and projects. The implementation of the Unique Identity/Interoperability capabilities within US-VISIT, Identity Services serves as a DHS-wide resource, gathering and synthesizing immigration status information that can be correlated to biometric-related queries from stakeholders in a near real-time operational environment.</p> <p>The period of performance for this task order is as follows:</p> <p>Base Period: September 9, 2012 through April 8, 2013 Option Period One: April 9, 2013 through May 8, 2013 Option Period Two: May 9, 2013 through June 8, 2013</p> <p>The required services shall be in accordance with the Statement of Work (SOW) and will be procured in accordance with GSA FSS procedures.</p> <p>Each labor-hour CLIN awarded is priced at a total not-to-exceed (NTE) amount. AAP Number: 201203458 DO/DPAS Rating: NONE Admin Office: Contracting Officer MGMT/OPO NPPAD/Mailstop 0115 Department of Homeland Security 245 Murray Lane SW Washington DC 20528-0115 Period of Performance: 09/09/2012 to 06/08/2013</p> <p>BASE PERIOD: Task Order Management Product/Service Code: R408 Continued ...</p>				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

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**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/06/2012 CONTRACT NO. GS-10F-0425R

ORDER NO. HSHQVT-12-F-00002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Product/Service Description: SUPPORT-PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT Accounting Info: USVI12C VPS 1V 30-20-21-LEI 30-05-2100-00-00-00 GE-OE-25-14 000000 Funded: (b)(4)					
0002	Mission Support Services Product/Service Code: r408 Accounting Info: USVI12C VPS 1V 30-20-21-DIG 30-05-2100-00-00-00 GE-OE-25-14 000000 Funded: (b)(4)					
0003	Overstay Processing Product/Service Code: r408 Accounting Info: USVI12C VPS 1V 30-20-21-DIG 30-05-2100-00-00-00 GE-OE-25-14 000000 Funded: (b)(4)					
0004	Reporting and Analytical Services Product/Service Code: r408 Accounting Info: USVI12C VPS 1V 30-20-21-DIG 30-05-2100-00-00-00 GE-OE-25-14 000000 Funded: (b)(4)				(b)(4)	
0005	Systems Operations Services Product/Service Code: r408 Accounting Info: USVI12C VPS 1V 30-20-21-DIG 30-05-2100-00-00-00 GE-OE-25-14 000000 Funded: (b)(4)					
1001	OPTION PERIOD I: Task Order Management Amount: (b)(4) Option Line Item) Product/Service Code: r408 Continued ...					

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

(b)(4)

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SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/06/2012
CONTRACT NO. GS-10F-0425R

ORDER NO.
HSHQVT-12-F-00002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
1002	Mission Support Services Amount: (b)(4) 60 (Option Line Item) Product/Service Code: r408				(b)(4)		
1003	Overstay Processing Amount: (b)(4) (Option Line Item) Product/Service Code: r408						
1004	Reporting and Analytical Services Amount: (b)(4) (Option Line Item) Product/Service Code: r408						
1005	Systems Operations Services Amount: (b)(4) (Option Line Item) Product/Service Code: r408						
OPTION PERIOD II:							
2001	Task Order Management Amount: (b)(4) (Option Line Item) Product/Service Code: r408						
2002	Mission Support Services Amount: (b)(4) (Option Line Item) Product/Service Code: r408						
2003	Overstay Processing Amount: (b)(4) (Option Line Item) Product/Service Code: r408						
2004	Reporting and Analytical Services Amount: (b)(4) (Option Line Item) Product/Service Code: r408						
2005	Systems Operations Services Amount: (b)(4) (Option Line Item) Continued ...						
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00		

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SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER: 09/06/2012
CONTRACT NO.: GS-10F-0425R

ORDER NO.: HSHQVT-12-F-00002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Product/Service Code: r408 The total amount of award: \$7,211,822.40. The obligation for this award is shown in box 17(i).					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						

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(b)(4)

LABOR RATES

GS-10F-0425R/HSQVT-12-F-00002

The following labor categories are applicable for the Base Period and Option Periods

Labor Category

Rate-September 9, 2012 to June 8,

(b)(4)

SECTION I. STATEMENT OF WORK



Homeland
Security

US-VISIT

Statement of Work for

**Identity Services Project Management
and Technical Support Services**

SECTION I. STATEMENT OF WORK

1. BACKGROUND

The US-VISIT Program is part of a continuum of security measures that begins overseas and continues through a visitor's arrival and departure from the United States. It incorporates eligibility determinations made by both the Department of Homeland Security (DHS) and Department of State (DOS). US-VISIT is helping the United States demonstrate that we remain a welcoming nation and that we can keep America's doors open and our nation secure.

The US-VISIT Identity Services Branch is responsible for, manages, and oversees the accuracy and completeness of operational (mission) data created, maintained, referenced, updated, and/or deleted by the US-VISIT Program. Identity Services serves as the primary point of contact within US-VISIT for interactions with law enforcement, national security agencies, and other security/law enforcement-related organizations seeking to contribute or access law enforcement (including immigration enforcement) and intelligence information related to US-VISIT.

US-VISIT works with other United States agencies (stakeholders), such as the Customs & Border Protection (CBP), Immigration & Customs Enforcement (ICE), Department of Transportation (DOT), Department of Justice (DOJ), DOS, U. S. Coast Guard, and others to enhance traveler security. In many cases, US-VISIT begins overseas, at the U.S. Department of State consular offices issuing visas, where visitors' biometrics (digital finger scans and photographs) are collected along with biographic information and checked against a database of known criminals and suspected terrorists. When the visitor arrives at the port of entry, DHS uses biographic information and the same biometric data (digital fingerprint scans) to verify the person at our port is the same person who received the visa. This is accomplished by using information from several existing systems to retrieve an integrated view of information from a number of different sources. The information is used to establish the legal basis for entry into and exit from the U.S, as well as for immigration status management and verification. On November 29, 2007, DHS began replacing the two-fingerprint scanners with new 10-fingerprint scanners at U.S. ports of entry, which will provide for greater matching accuracy and better interoperability with other identity management systems.

The US-VISIT Program deploys identification and verification capabilities at air, sea and land Ports of Entry (POEs) that improve the integrity of the immigration and border management system while also mitigating the amount of time needed to process in-scope travelers. Functionality developed by the US-VISIT Program has been implemented in phased roll-outs called Increments. Increments to date have provided quick, secure, and biometrically verified identity for entry capabilities in the air, sea and land border environments. These capabilities are used to assure that certain categories of aliens who travel to the United States are here legally, that the documents presented are authentic and lawful documents within their valid period, and that the bearer of a valid travel document is the person to whom the document was issued.

Securing America's air, land, and sea borders is a difficult task. The U.S. has more than 7,000 miles of land border with Canada and Mexico and 95,000 miles of shoreline. There are more than 300 land, air, and sea POEs where travelers are inspected and required to enter and exit the U.S. by laws. Each year there are more than 500 million crossings into the U.S. through these POEs, and over 300 million crossings are by non-citizens.

SECTION I. STATEMENT OF WORK

The long-term vision for the US-VISIT Program is the implementation of standard business processes, policies, technology, and information systems at all land, sea, and air POEs, and at “virtual border” locations, such as at consular posts and on the high seas, with the objective of facilitating legitimate travel and trade, securing our nation, and combating terrorism. US-VISIT is an extensive multi-year development initiative designed to enhance traffic flow for individuals entering or exiting the United States for legitimate purposes. This program is required to facilitate travel and commerce, respect the environment, strengthen international cooperation, and adhere to privacy laws and policies.

2. SCOPE OF WORK

The Contractor shall provide assistance with the services necessary to prepare and deliver the Identity Services project planning, project management, requirements analysis, technical performance, stakeholder integration/implementation, and continuity of operations support as required by the Statement of Work. In general, the Contractor shall provide all personnel, resources, and tools necessary to provide project management and technical support to the US-VISIT Identity Services Branch, and other DHS components, to assist with the planning, execution, and oversight of Identity Services programs and projects. As a result of the implementation of the Unique Identity/Interoperability capabilities within US-VISIT, Identity Services serves as a DHS-wide resource, gathering and synthesizing immigration status information that can be correlated to biometric-related queries from stakeholders in a near real-time operational environment. The Contractor shall provide support to US-VISIT at the following US-VISIT Program Offices; 1616 N. Fort. Myer Drive Arlington, VA 22209, 1550 Wilson Blvd. Arlington, VA 22209, 10 South Howard Street, Baltimore, MD 21201 or any Government facility within a fifty mile radius of 1616 N. Fort Myer Drive, Arlington, VA. Support includes technical, program and project management services, as well as audit advice and guidance.

3. OBJECTIVES

The purpose of this effort is to provide technical, program and project management services, as well as audit advice and guidance to the Department of Homeland Security (DHS) United States Visitor and Immigrant Status Indicator Technology (US-VISIT) Program’s Identity Services Branch to assist US-VISIT and its Government stakeholders with respect to making management decisions and operation of the systems, processes, and decision making about, but not limited to, law enforcement actions, benefit denial, deportation, refused entry and intelligence updates, and improvement of data quality contained in the electronic systems.

The support services identified herein are for efforts supporting planning, establishing and staffing the Identity Services Branch from its inception to the present time. The support required will also include providing expert advice the Government needs to plan, assess, collaborate, monitor, evaluate program management, and to resolve technical issues involved in operating and sustaining this high-visibility Identity Services organization for the US-VISIT Program, its stakeholders, and other related DHS programs and projects, which are designed to meet DHS’s evolving immigration and national security requirements.

As time passes, Government priorities may change. The Government anticipates that the ability to perform the work described herein may benefit greatly from technological advances that

SECTION I. STATEMENT OF WORK

evolve during the base and optional performance periods. The Government encourages the use of technology to meet the demands of an ever increasing work load. The successful Contractor will be encouraged to use innovative techniques and technologies to assist the Government in meeting its vital immigration and national security mission requirements.

4. TASK FUNCTIONAL AREAS

The Contractor shall provide program/project management and technical expertise to facilitate requirements identification and definition for the Identity Services Branch. The Identity Services function works closely with the stakeholder community and the user community to identify and document requirements for information systems and to turn those requirements into functional and performance specifications. Additionally, the Contractor will update the existing requirements traceability matrix and maintain the related software tools. Implementation processes for these requirements shall be covered in the Contractor's draft Project Management Plan submitted with the proposal.

The Contractor shall also provide support to four (04) sections within the Identity Services Branch. Those sections support the following functional areas: Mission Support Services, Reporting & Analytical Services, Systems Operation Services and Customer Engagement Services. Within all four sections the Contractor shall:

- Support the Identity Services Mission definition, development and negotiation of Statements of Work and Task Orders.
- Support Identity Services review of artifacts pertaining to mission operations from the Prime Integrator and other Contractors.
- Support coordination among the Identity Services organization, other US-VISIT directorates and external stakeholder organizations.
- Support organizational change management (OCM), both in terms of providing OCM guidance to the US-VISIT Program Office and supporting/monitoring OCM activities across US-VISIT as increments/releases are developed and deployed.
- Support the provision of refined data to various offices to support law enforcement action/criminal investigation, lookout creation and informed managerial/operational decision making.

The following subsections delineate the major areas for tasking under this order. The details of specific task activities and deliverables shall be provided in the Project Management Plan as described in Section 5. The following subsections provide an overall description of the support services required and, where appropriate, identify initial activities. Continuing activities shall focus on the planning and consultative activities for sustaining the operation of a project management organization for the Identity Services Branch and, provision of technical guidance and other Subject Matter Expertise to government task managers charged with developing and implementing the US-VISIT Identity Services solution.

SECTION I. STATEMENT OF WORK

The Contractor shall provide analytical, technical, functional management and administrative support for the following tasks:

4.1 Task 1 - Task Order Program Management

The Contractor shall provide the technical and functional team lead management activities for the Program Management of this SOW. This task includes productivity and management methods such as quality assurance, progress/status reporting, and program reviews at the Task Order (TO) level.

4.1.1 Kick-Off Meeting/ Post Award Conference

The Contractor shall attend a Kick-Off meeting with the Contracting Officer (CO), Contracting Officer Representative (COR), and Task Order Manager (TOM) that will be held no later than five (5) business days after contract award. The purpose of the Kick-Off Meeting, which will be chaired by the CO, is to discuss technical and contracting objectives of the order. The meeting will 1) aid both the Contractor and the Government in achieving a clear and mutual understanding of all order requirements and identify and resolve potential problems (See FAR Subpart 42.5) and 2) discuss technical and contracting objectives of this task order and review the Contractor's draft project plan. The Kick-Off meeting will be held at the Government's facility, located in Arlington, VA or via teleconference.

4.1.2 Task Order Management Plan

The Contractor shall prepare and provide a Task Order Management Plan describing the approach, organizational resources, and management controls to be employed to meet the cost, performance, schedule requirements and a risk assessment (identification and mitigation strategy) throughout contract execution. The Contractor shall provide a draft Task Order Management Plan within five (5) business days after award to the COR and TOM for review and comment. The Contractor shall provide a final Task Order Management Plan to the COR and TOM no later than five (5) business days after receipt of the Government's comments.

4.1.3 Weekly Status Reports

The Contractor shall provide weekly status reports to the TOM and COR via electronic mail. This report shall include a high-level summary of the Contractor's work performed, including a breakdown of labor hours by labor category, all direct cost by line item, an assessment of technical progress (obstacles, risks, successes), schedule status and clearance status report. The report shall provide a high level summary of the current Weeks's planned activities and meetings and any Contractor concerns or recommendations for the previous reporting period.

4.1.4 Contractor Performance Reviews (CPRs)

The Contractor shall participate in and prepare monthly Contractor Performance Reviews (CPR) presentations, briefing status of contract performance to the TOM and COR. Within the CPR, the Contractor shall provide a monthly status and projected staff-hours, and work completion for evaluation of the Contractor's progress on the contract tasks and subtasks. CPR format is provided as Government Furnished Information (GFI) and shall take place at the government's facility or via teleconference. At a minimum, this data shall include:

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- Descriptions of activities and deliverables during the current and next month of the contract. The descriptions shall include problem definitions and recommendations for program resolutions. Particular attention shall be given to identifying programmatic risks and the subsequent management activities.
- Personnel reassignments (IAW the key personnel clause of the contract).
- Contractor Clearance Status Report.

Key Personnel supporting this area will require a Secret Clearance.

4.2 Task 2 - Mission Support Services (MSS)

Identity Services is responsible for, manages, and oversees the accuracy and completeness of operational (mission) data created, maintained, referenced, updated, and/or deleted by the US-VISIT Program. Identity Services serves as the primary point of contact within US-VISIT for interactions with law enforcement, national security agencies, and other security-related organizations seeking to contribute or access law enforcement and intelligence information related to US-VISIT. The Mission Support Services Section requires Contractor support in staffing and managing the following Units: In-Country Overstay processing, Out of Country Overstay processing, Watch list Adjudication, and the Data Quality Assurance Unit. The Contractor must also provide research and analytical support for the Watch list Adjudication Units.

The volume of work in the Mission Support Services Section is expected to grow with the addition of Visa Waiver Program (VWP) processing, increased data analysis opportunities, and an increase in the processing of out-of-country overstays. Contractor personnel shall develop an understanding of the mission and objectives of MSS to perform basic analysis, report and presentation development, simple ad-hoc data requests (internal), in addition to other duties assigned by the senior Analysts. This support shall include, but not be limited to, the following initiatives:

- Support the Data Integrity Initiative.
- Support the Data Quality Initiative.
- Support additional initiatives that may be created for improving and expanding the use of US-VISIT data.

Specific areas supported are:

Analytical team: Research Analysts shall collect, analyze, and document system data to produce reports of entry/exit trends, to identify errors, and to write the Mission Support Services monthly report. In addition, the Analysts shall assist in providing responses to ad hoc data requests. The Analysts shall respond to ad hoc requests, which will often require pulls of raw data that the Analysts shall normalize and manipulate to structure responses to meet short suspense times.

Age Exempt Processing: Research Analysts shall review US-VISIT records for individuals who are under the age of 14 or over the age of 79 and are exempt from biometric processing. Some of these individuals are erroneously added to the biometric database. For possible age

SECTION I. STATEMENT OF WORK

exempt records, the Analysts shall verify the accuracy of the biometric and biographic record and initiate system deletions in IDENT or system corrections in Arrival and Departure Information System (ADIS), as appropriate. The Contractor shall track system deletions and make reports of action on a monthly basis. Approximately 5000 records per month have to be evaluated; at a minimum, 50 records per hour shall be reviewed by each assigned analyst.

COA Processing: Research Analysts shall review suspected class of admission (COA) errors. Individuals with certain COA (e.g. A1, A-2, C-3, G-1, G-2, G-3, G-4, GB, GT, NATO-1, NATO-2, NATO-3, NATO-4, NATO-5, and NATO-6) are exempt from the US-VISIT process. However, some individuals with these COAs are erroneously processed. The Contractor shall verify the accuracy of the biometric and biographic record and initiate system deletions in IDENT or system corrections in ADIS, as appropriate. The Contractor shall track system deletions and make reports of action on a monthly basis. Approximately 2500 records per month have to be evaluated; at a minimum, 30 records per hour shall be reviewed by an analyst.

Overstay Processing: Research Analysts shall review US-VISIT traveler records to verify overstay status and assist in identifying system errors and omissions, verify watch list promotions and demotions, and provide refined data to support the Government in making informed managerial and operational decisions, support law enforcement action/criminal investigations and create watch list lookout notifications. Research Analysts shall complete a minimum of 20 - 25 In-Country Overstay, 20 - 25 Out-of-Country Overstay, or any combination of In-Country or Out-of-Country Overstays to meet the requirement for 20 - 25 records worked per day. A significant ADIS modification was installed on December 15, 2011 which has impacted both the way records are worked and tracked. This quota will be revisited within 90 - 120 days after award after there has been adequate time to collect production data and based on that data, a new target, equal to the Government's target, will be set. After receipt of Entry on Duty (EOD) suitability determination, training, and system access, each new Analyst will be given a four week period to complete on-the-job Government provided training and become acquainted with the systems and the manual vetting process. After this four week period the expectation is that new team members shall complete 20 - 25 in-country or 20 - 25 out-of-country records per day at the end of 30 work days, subsequently factored into the contract target of 20 - 25 records per day per Analyst. The review and reconciliation of this data and subsequent lessons learned regarding the improvement of upstream processes and data quality is pivotal to successful execution of the mission of US-VISIT.

The types of traveler records that the research analyst shall review include, but are not limited to:

- In-Country Overstay Records: Records of non-immigrants for which the authorized period-of-admission granted at arrival in the U.S. has expired without an apparent subsequent departure, arrival, or status update recorded in the Arrival Departure Information System (ADIS).
- Admitted Confirmed Biometric US-VISIT Watch list: Records of high-risk, non-immigrants who have been admitted in the U.S. and are closely monitored for evidence of departure once their admit-until-date has expired. These records receive high priority and are worked daily by the Overstay Processing Units.
- Out-of-Country Overstay Records: Records of non-immigrants who have been processed biometrically through US-VISIT at entry and biometrically or biographically at exit points,

SECTION I. STATEMENT OF WORK

and based on their departure dates, appear to have overstayed their authorized period-of-admission by more than 90 days.

In-Country Overstay and Out-of-Country Overstay records shall be manually processed by the Contractor based on the following tiered approach:

- Tier 1: A group of Analysts shall be assigned to first check records in the ADIS and Secondary Inspection Tool (SIT) systems.
- Tier 2: Records that do not close in ADIS or SIT shall then be sent to the next group of Analysts to be checked in the Treasury Enforcement Communication System (TECS) system (SQ94 and SQ11 queries).
- Tier 3: Records that do not close in TECS shall then be sent to a third group of Analysts to be checked in the Computer-Linked Application Information System (CLAIMS) and Central Index System (CIS)
- Tier 4: Records that do not close in CLAIMS or CIS shall be sent to a final group of Analysts to be checked against Enforcement Case Tracking System (ENFORCE), Student Exchange Visitor Information System (SEVIS), Consolidated Consular Database (CCD) and Refugee Asylum Parolee System (RAPS) and Deportable Alien Control System (DACS) as appropriate.

4.3 Task 3 - Reporting and Analytical Services (RAS)

The Reporting & Analytical Services Section is the primary liaison for US-VISIT to the law enforcement and intelligence communities on ongoing operational matters. Reporting & Analytical Services provides value-added identity services, focused on biometrics, that support analytical, investigative, and operational needs. Reporting & Analytical Services also provides research and contextual data to law enforcement, the intelligence community, external agencies, and foreign partners; maintains and validates the DHS biometric Watch list; creates overstay/status violator alerts; assists with formal information sharing agreements (e.g., DOD, CIA, National Counterterrorism Center, and Terrorist Screening Center); coordinates with other agencies to ensure that information in the US-VISIT Watch list represents the totality of relevant information about individuals listed; coordinates with other agencies to ensure that those agencies know what information is available from US-VISIT (e.g., analyst-to-analyst, hands-on demonstrations of the functionality of the US-VISIT Secondary Inspection Tool and ADIS).

The Contractor shall provide primary Subject Matter Experts for the RAS section in the areas of law enforcement, intelligence, and liaison, with particular emphasis on immigration law enforcement and situational contexts. The Contractor shall assist the US-VISIT Program in program development, planning coordination, direction, and assessment activities associated with the screening and making decisions concerning the entry and exit of United States visitors through established air, land and sea ports of entry and the status of foreign nationals during their stay in the United States.

In performing its contractual responsibilities, the Contractor shall interface with the Government analytical team to assist in the development of policies, procedures and guidelines and in coordinating related functions. The Contractor shall interface with the Government analytical team to assist with the planning and implementation of special project and program initiatives involving United States and international law enforcement, visa issuance, border management,

SECTION I. STATEMENT OF WORK

and security operations. The Contractor shall research and analyze records to assist in making recommendations regarding law enforcement action, fraud identification, and promotion/demotion on the Watch list. Additionally, the Contractor shall monitor and support US-VISIT roles in port of entry interdiction and support its stakeholder's activities and operations, working to ensure that US-VISIT information provided to stakeholders is accurate, timely and actionable. The Contractor shall support the US-VISIT in fostering new cooperative associations and maintain current relationships with law enforcement, intelligence and immigration agencies both foreign and domestic.

The Contractor shall meet the following Reporting and Analytical Services Section Metrics:

- **Goal Title: Ensure that US-VISIT biometric watch list hits are properly adjudicated.**

The Contractor shall review IDENT Watch list matches and recommend whether the record should remain on the watch list or be demoted taking into consideration all of US-VISIT's stakeholders' needs and missions. Performing at minimal standards, a researcher or Subject Matter Expert assigned by the Contractor can perform this task at an average of 6 cases per hour per month with 97% accuracy. The error rate can be determined by missing or incorrect information provided to managers and in HITS or TRACS.

- **Goal Title: Ensure timely sharing of information of significant watch list hits and/or trends with the Department and relevant law enforcement and intelligence organizations.**

Subject Matter Experts (SME) assigned by the Contractor shall accurately and concisely research and provide written case details for an Executive level audience. Error rate is determined by the amount of missing or incorrect information and by the number of times the same edits are returned to the SME for correction. These errors will be tracked by the government managers and Contractor's employees shall perform at an error rate no higher than 3% per month.

All personnel supporting this area are considered Key and will require a Secret Clearance.

4.4 Task 4 - Systems Operations Services formerly IDENT/Biometrics

The Contractor shall provide business owner support for IDENT, ADIS, O&M system change requests, implementation, and continuity of operations support. The Contractor shall provide technical support to facilitate the development and execution of operational test plans for delivered solutions and releases within the US-VISIT Program. The Contractor shall identify,

quantify and document quality improvement initiatives to improve the entry/exit collection, matching and tracking of US-VISIT system processes. The Contractor shall also provide statistical analysis of system data to support requirements identification. Final acceptance and review of the data is conducted by the Government.

SECTION I. STATEMENT OF WORK

All personnel supporting this area are considered Key.

4.5 Task 5 – Continuity of Operations Plan (COOP)

In the event of an emergency which requires US-VISIT to activate its Continuity of Operations (COOP) Plan, Pandemic Influenza Plan, or other emergency plan, the Identity Services Support Contractor, being a critical component of the US-VISIT program, shall participate in and comply with all US-VISIT COOP plans. Participation and compliance includes the development of an Identity Services COOP plan in alignment with the US-VISIT COOP plan to assure adequate planning and readiness testing, participation in larger US-VISIT and DHS COOP planning efforts, and assuring readiness and participation in the event of a COOP situation. Within 30 days of award, the Contractor shall submit a draft COOP plan to the Contracting Officer for Government review and approval.

5. Deliverable Schedule

The Deliverables that are required for this Task Order and each Task Area described are to be delivered in accordance with the schedule set forth in the Final Project Management Plan delivered thirty (30) business days after award of the Task Order.

The schedule for the deliverables listed below, and other deliverables and work products, may be adjusted by the Government, if necessary, to reflect changes in the project schedule. Anticipated deliverables and associated schedules are as follows:

Table 1.

Schedule of Deliverables - provides the report/delivery schedule for the Contractor's support during the base period of performance.

Title	Description	Reference SOW	Format	Due Date
Kick-Off Meeting	Presents/discusses the objectives of the task order	4.1.1	TBD by the Government	NLT 5 business days after award
Task Order Management Plan	Describes the approach, resources and management controls; to include an outline of how the tasks in the SOW will be completed.	4.1.2	Contractor Format	5 business days after award
Weekly Status Reports	High level summary of work performed	4.1.3	Contractor Format	Weekly by noon on Wednesdays
Contractor Performance	Briefing status on Contractor's performance	4.1.4	Government Format	Monthly by the 10 th

SECTION I. STATEMENT OF WORK

Title	Description	Reference SOW	Format	Due Date
Review (CPRs)				calendar day
Continuity of Operation Plan	Describes how the Contractor will provide the desired services in the event of nature/man-made disruptions.	4.5	Contractor Format	Draft within 30 days of Award; final within 60 days of award
Project Management Plan (PMP)	Describes in detail how the tasks outlined in the SOW will be accomplished; to include a detailed schedule of events that align with the overall US-VISIT Work Breakdown Structure.	5	Contractor Format in Microsoft (MS) Project.	Draft submitted with the proposal; Final within 30 days of award
Quarterly Program Review & Status Report	Provides Quarterly Program Review	5	TBD by the Government	Quarterly (date TBD)
Monthly Progress Reports	Provides a summary of all meetings and work performed (for each functional area) during the reporting period to include work accomplished, efforts planned for the following month, problems encountered, recommended solutions, and Cost performance status indicating cost incurred and funds remaining.	5	Contractor Format	Monthly submission 10 th of each month,
Productivity Reports	Provides Productivity statistics for Reporting and Analytical Services and Mission Support Services Sections.	5	TBD by the Government	24 hours after request from the Task Order Manager

SECTION I. STATEMENT OF WORK

Title	Description	Reference	Format	Due Date
Annual Inventory Report	Outlines / documents the GFE/GFP/CAP	2.6 Terms and Conditions	Government Format	TBD by Government
Monthly Property Management Report	Outlines / documents GFE/GFP/CAP	1.0 Task Order Administration	Government Format	10 th date of each month

Project Management Plan (PMP): All work to be accomplished by the Task Order shall be managed via a formal Project Management Plan, delivered in draft with the quotation and subject to review and written approval by the Contracting Officer's Representative (COR) after award. To accommodate changing priorities and work requirements, the project plan may be revised as needed, but not more often than monthly, throughout the period of performance. Updates will be scheduled as mutually agreed between US-VISIT CO and the Contractor. The Contractor shall become familiar with US-VISIT provided background materials and then develop the draft Project Management Plan for the activities outlined in this Statement of Work (SOW). The draft Project Management Plan shall use the US-VISIT approved Program Work Breakdown Structure (PWBS) and identify Contractor resources, deliverables, sequence of events, start dates, and duration for each activity.

The COR approved PMP will serve as the PMP, and the Contractor shall comply with this plan. The Contractor shall not deviate from the approved PMP until the Contractor submits and the Government approves changes to the PMP. The final approved Project Management Plan shall include the integration of the Staffing Plan/Skill Mix approved/awarded by the Government to perform the work.

Reports: The Contractor shall provide –

Monthly Progress Reports ~ (to the CO & COR) for each of the functional areas delineated in Section 4, Task Areas, Subsections 4.1 – 4.4 to ensure that its expenditure of resources is consistent with and will lead toward successful completion of all tasks within projected cost and schedule limitations. Monthly Progress Reports shall detail progress made during the prior month, progress expected during the next month, resources expended, any significant problems or issues encountered, recommended actions to resolve identified problems, deliverables provided, and any variances from the proposed schedule. The monthly report for the Mission Support Services Section and the Reporting & Analytical Services Section shall provide operational outcomes and production data for management review and action. The reports shall include at a minimum the following paragraphs: Month at a Glance; Operational Outcomes subdivided by out-of-country and in-country overstay data; Data Integrity Group Production subdivided by Overstay Record Analysis, Batch Processing, Import History, Data Quality, Backlog and Other Records Reviewed; and Quality Improvement Initiatives.

Productivity Report ~ The Contractor shall provide a Reporting & Analytical Services Section Productivity Report on, but not necessarily limited to: cases adjudicated, meetings attended and

SECTION I. STATEMENT OF WORK

liaison activities, projects engaged in and status of projects, and items still pending LEI decision, action, or review.

The Contractor shall provide a Mission Support Services Section Productivity Report to include at a minimum: number of records completed per analyst, number of records reviewed, number of records forwarded to various customers, the number of lookouts created, and the number of records closed.

Quarterly Program Review and Status Report ~ The Contractor shall also provide a Quarterly Program Review and Status Report that shall include:

- Contractor personnel turn-over rates;
- Synopsis of major Accomplishments/Deliverables/Reports/Milestones Achieved and Recommendations Submitted by sub-task; and,
- Management and oversight issues.

The Contractor shall provide deliverables concurrently to the TOM, COR and CO. Where appropriate, deliverables shall be submitted electronically as an attachment to an email. All deliverables shall be provided to the address specified below no later than 4:00 PM EDT on the dates specified in the **Table 1, Schedule of Deliverables**.

Delivery destinations apply as follows: US-VISITDELIVERABLES@DHS.GOV

All deliverables of the Contractor shall remain categorized as, and shall be clearly labeled as "Official Use Only". The release of any portion must be authorized in writing by the task order COR.

6. Inspection and Acceptance

All documents shall be transmitted on the Contractor's letterhead. Deliverables require review and acceptance by the appropriate COR. Monthly reports shall be provided electronically.

The COR will notify the Contractor of Deliverable acceptance or provide comments in writing within ten (10) business days of receipt. Contractor shall make the necessary changes to the Deliverable and re-submit within ten (10) business days to the CO and COR for final acceptance.

- All findings, conclusions, and recommendations will represent professional efforts and judgment based on the information available.
- Clarity - Deliverables shall be clear and concise. All diagrams shall be understandable and be relevant to the supporting narrative.
- Format – Where appropriate, deliverables shall be submitted electronically as an attachment to an email to the CO, COR, and TOM.
- Timeliness - Deliverables shall be submitted on or before the due date specified in the **Table 1, Schedule of Deliverables** or submitted in accordance with a scheduled date later determined by the Contracting Officer.

SECTION I. STATEMENT OF WORK

All documents shall be transmitted on the Contractor's letterhead. Deliverables require review and acceptance by the appropriate Government representative. Monthly reports shall be provided electronically and hard copy as indicated in Section 5.

SECTION II. TASK ORDER ADMINISTRATION

1.0 GOVERNMENT FURNISHED RESOURCES

The Contractor shall maintain accounting and inventory documentation regarding the issuance of GFP/GFE/CAP to all program Contractor employees or sub-contractors in accordance with (IAW) FAR Part 45 and FAR 52.245-1(Apr 2012). Also the Contractor shall be responsible in identifying, tracking, conducting 100% physical inventories and maintaining control of all Government-Furnished Property, Government-Furnished Equipment, and Contractor-Acquired Property (GFP/GFE/CAP) in its possession including sub-contractors and that all physical inventory reporting and property reporting requirements are met.

The Contractor must coordinate and obtain US-VISIT Asset Management approval prior to transferring/moving any government property, including disposal or exchanges.

The Contractor shall provide a Monthly Property Management Report of all GFE/GFP/CAP on hand to the Government as specified under the Deliverable table. Any specific documentation/information needed to complete this effort will be provided by the Government at the time of award.

The Contractor shall perform an annual 100% physical inventory consisting of all GFE/GFP/CAP in the custody of the Contractor on hand as specified in the Deliverable table.

At a minimum, the Government will provide the following support for the performance of this Task Order:

- Documentation - access to manuals, routine reports, and related materials necessary to perform this Task Order.
- Technical Assistance - qualified individuals from the participating DHS Organizations will be available to provide technical advice and assistance. This assistance will be available only during normal business hours.
- Government Facility/Workspace and equipment - will be provided either in Arlington, VA (see address in Section 9) or within a 50-mile radius of the Arlington, VA address.

2.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer has designated Robin Parker the COR to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

SECTION II. TASK ORDER ADMINISTRATION

Contracting Officer's Representative (COR)

Robin Parker
Acquisitions and Program Management Branch (APMB)
1616 N. Ft. Myer Drive, 8th Floor
Rosslyn, VA 22209
(202) 298-0219
Robin.Parker@ice.dhs.gov

3.0 CONTRACTING OFFICER'S (CO) AUTHORITY

A warranted Contracting Officer is the only person authorized to issue modifications to the contract, approve changes in any of the requirements, or obligate funds. Notwithstanding any clause/provision contained elsewhere in this contract, the authority to modify the contract remains solely with the Contracting Officer. If the Contractor makes any contract changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract to cover any increases in charges that may result. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing the proposed contract in accordance with its terms and conditions.

Contracting Officer (CO)

LaShonda Keith
Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, SW, MS 0115
Washington, DC 20528
LaShonda.Keith@hq.dhs.gov
202.447.5644

4.0 INVOICING

All invoices shall be submitted in PDF via email to:

NPPDInvoice.Consolidation@ice.dhs.gov, LaShonda.Keith@hq.dhs.gov and
Robin.Parker@ice.dhs.gov

All invoices, mailed or emailed, must be addressed as follows:

Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: USV-PIMS

The Attn: line **must** include the Agency Code and the Short Cut Code noted above.

Invoices shall comply with FAR 52.232-7 -- Payments Under Time-and-Materials and Labor-Hour Contracts. (FEB 2007)

The below constitutes a proper invoice:

SECTION II. TASK ORDER ADMINISTRATION

a. In accordance with the contract clauses, the information required with each proper invoice submission is as follows: An invoice shall include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price, and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Continued Than Central Contractor Registration), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT. Invoices without the above information may be returned for resubmission.

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

5.0 PERIOD OF PERFORMANCE

The period of performance for this task order is a seven month base period with two one-month option periods as follows:

Base Period	Seven Months from date of award
Option Period One	Expiration of Base Period through 30 days there after
Option Period Two	Expiration of Option Period through 30 days there after

6.0 PLACE OF PERFORMANCE

The work shall be performed at the following US-VISIT Program Offices; 1616 N. Ft. Myer Drive Arlington, VA 22209, 1550 Wilson Blvd. Arlington, VA 22209, 10 South Howard Street, Baltimore, MD 21201 or any Government facility within a fifty mile radius of 1616 N. Fort Myer Drive, Arlington, VA.

7.0 PERFORMANCE AT GOVERNMENT SITES

While performing work at specified Government facilities, the Contractor and its employees shall abide by Department of Homeland Security (DHS) regulations and procedures for

SECTION II. TASK ORDER ADMINISTRATION

authorized entrance and exit at these facilities and shall comply with 41 C.F.R. Part 102-74, Subpart C (Conduct on Federal Property).

8.0 OTHER DIRECT COST (ODC)

ODCs are not anticipated for this task order.

9.0 TELE-COMMUTING IS NOT AUTHORIZED

During contract performance, Contractor staff will routinely handle controlled unclassified information of various types (hard and soft documents); including information protected from disclosure and subject to physical security requirements by the Procurement Integrity Act and Privacy Act and implementing regulations, among other laws. The Government has determined that, in view of this work, it cannot reasonably permit telecommuting by Contractor personnel. Therefore, telecommuting is not authorized under this task order.

10.0 HOURS OF OPERATION

Contractor coverage will be between the hours of 6:00 am and 6:00 pm Eastern Daylight Time. Unless requirements are such that the work cannot be performed during this period, the Contractor shall schedule performance of on-site work under this task order during these hours. Staffing coverage will change if DHS mission requirements dictate that 24 x 7 support is required.

11.0 ADJUSTMENT OF ESTIMATED HOURS

Based on mission needs and operations tempo, performance under this contract could result in changes to the original hours estimate. Variations within 10% of the original hours estimate are within scope of this task order. The Government has made a good faith effort to properly estimate the level of effort required. As this is a Time-And-Materials type contract, changes resulting in a need for less work shall not form the basis of an equitable adjustment based on expectancy or lost hours.

12.0 SECURITY REQUIREMENTS

12.1 Security Level

Contractor access to classified information is required under this SOW. Various Security Clearance/ Access Levels are required as depicted in Labor Category Descriptions - Attachment C.

12.2 Employment Eligibility

The Contractor will ensure that each employee working on this contract has a Social Security Card issued and approved by the Social Security Administration. The Contractor will be responsible to the Government for acts and omissions of its own employees and for any sub-Contractor(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.

SECTION II. TASK ORDER ADMINISTRATION

12.3 Continued Eligibility

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee 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 to the DHS Security Office any adverse information coming to its attention concerning employees working under this contract. Reports based on rumor or innuendo will not be made. The subsequent termination of an employee does not obviate the requirement of the Contractor to submit this report. The report will include employee's name, social security number, along with the adverse information being reported.

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.

12.4 Suitability Determination

DHS will 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.

Contractor employees' not needing access to sensitive DHS information, or recurring access to DHS' facilities, will not be subject to security suitability screening.

12.5 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 Sensitive Systems Policy Directive 4300 at:*

(http://dhsconnect.dhs.gov/org/comp/mgmt/cio/Documents/DHS_4300A_Sens_Sys_Pol.pdf).

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).

12.6 Information Technology Security Training

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 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, will receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Contractors, with significant security responsibilities, will receive specialized training specific to their security responsibilities annually. The level of training will be commensurate with the individual's duties and responsibilities and is intended to promote a

SECTION II. TASK ORDER ADMINISTRATION

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).

12.7 Compliance with DHS Security Policy

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and the DHS 4300A Sensitive Systems Handbook.

12.8 Encryption Compliance

If encryption is required, the following methods are acceptable for encrypting sensitive information:

1. FIPS 197 (Advanced Encryption Standard (AES)) 256 algorithm and cryptographic modules that have been validated under FIPS 140-2.
2. National Security Agency (NSA) Type 2 or Type 1 encryption.
3. Public Key Infrastructure (PKI) (see paragraph 5.5.2.1 of the Department of Homeland Security (DHS) IT Security Program Handbook (DHS Management Directive (MD) 4300A) for Sensitive Systems).

12.9 Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information Requirement

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 Safeguarding Sensitive but Unclassified (For Official Use Only) Information, describes how Contractors must handle sensitive but unclassified information. DHS MD 4300.1 Information Technology Systems Security and the DHS Sensitive Systems Handbook prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering Contractors specifically for all Task Orders that require access to DHS facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the Contractor except as specified in the task order.

SECTION III. SPECIAL CONTRACT REQUIREMENTS

1.0 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer. This restriction does not apply to marketing materials developed for presentation to potential government customers of this contract vehicle.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

2.0 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

- (a) The Government hereby provides notification that Government personnel observe the listed days as holidays:
- 1) New Year's Day
 - 2) Martin Luther King's Birthday
 - 3) President's Day
 - 4) Memorial Day
 - 5) Independence Day
 - 6) Labor Day
 - 7) Columbus Day
 - 8) Veteran's Day
 - 9) Thanksgiving Day
 - 10) Christmas Day
- (b) In addition to the days designated as holidays, the Government observes the following days:
- (1) Any other day designated by Federal Statute
 - (2) Any other day designated by Executive Order
 - (3) Any other day designated by the President's Proclamation
- (c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.
- (d) When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to

SECTION III. SPECIAL CONTRACT REQUIREMENTS

continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the COR.

- (e) If Government personnel are furloughed, the Contractor shall contact the CO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:
 - (1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.
 - (2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.
- (f) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.
- (g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

3.0 NON-PERSONAL SERVICES

The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

Contractor personnel under this task order shall not (i) be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, or (ii) be placed in a position of command, supervision, administration, or control over Government personnel.

4.0 CONTRACTOR PERSONNEL

4.1 Identification of Contractor Personnel

The Contractor shall ensure that its employees will identify themselves as employees of their respective company while working on DHS/OPO contracts. For example, Contractor personnel shall introduce themselves in person and in voice-mail, and sign attendance logs as employees of their respective companies, and not as DHS employees. The Contractor shall ensure that their personnel use the following format signature on all official e-mails generated by DHS computers:

Name

SECTION III. SPECIAL CONTRACT REQUIREMENTS

Position or Professional Title
Company Name
Supporting the NPPD/IP/SOPD/Office of DHS
Phone
Fax
Other contact information as desired

4.2 Qualified Personnel

The Contractor shall provide qualified personnel to perform all requirements specified in the SOW. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the government's specifications and requirements. The work history of each Contractor employee must contain experience directly related to work him/she is required to perform under this contract.

The Government reserves the right, during the life of this order, to request work histories on any Contractor employee for the purposes of verifying compliance with the above requirements; additionally, the government reserves the right to review resumes of Contractor personnel (**only key personnel**) proposed to be assigned to this contract.

4.3 Continuity of Support

The Contractor shall ensure that the contractually required level of support for this requirement is maintained at all times. The Contractor shall ensure that all contract support personnel are present for all hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor shall provide e-mail notification to the Contracting Officer Representative (COR) prior to an employee's absence. Otherwise, the Contractor shall provide a fully qualified replacement.

4.4 Key Personnel

Key personnel are defined as personnel considered essential to the work to be performed under this Order. The Program Manager, and Team Lead for Task 1, and other personnel as identified by the contractor for Task 3 and 4 are considered to be key personnel under this order. During the first 180 days of this Order, no key personnel substitutions will be permitted unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide sufficient information indicating that the proposed substitution(s) meet or exceed the qualifications of the personnel being replaced. After the first 180 days of the period of performance, the Contractor shall notify the CO and the COR in writing of any proposed substitution at least fifteen (15) days, or forty-five (45) days if a security clearance is needed, in advance of the proposed substitution. Changes may be made to key personnel during the period of performance only with the written permission of the Contracting Officer, and only if the Contractor demonstrates to the satisfaction of the Contracting Officer that: (1) the qualifications of the prospective replacement personnel are equal to or better than the qualifications of the key personnel being replaced or (2) circumstances beyond the control of the Contractor prevent retaining the key personnel.

SECTION III. SPECIAL CONTRACT REQUIREMENTS

Substitution of key personnel at any time during the performance of this Order shall be accomplished at no additional cost to the Government. The Government may reject proposed key personnel substitutions not meeting the personnel requirements for that category. Rejection of the proposed substitution by the Government shall not be cause for any degradation or delay in service as required under this Order.

All Contractor personnel working on this contract are expected to have backgrounds that would allow the individual to: (1) pass a DHS security check and (2) for as long as they are performing services under this contract, maintain that DHS security clearance. Security checks will be conducted after award. Any Contractor personnel denied a clearance or whose clearance is withdrawn must be immediately replaced by the Contractor with appropriately qualified substitute personnel.

4.5 Employee Identification

4.5.1 Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

4.5.2 Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

4.6 Employee Conduct

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

4.7 Removing Employees for Misconduct or Security Reasons

The Government may, at its sole discretion (via the Contracting Officer, direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the task order. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

SECTION III. SPECIAL CONTRACT REQUIREMENTS

5.0 EXPERIENCE AND EDUCATION SUBSTITUTIONS

Unless indicated otherwise in the contractor's Federal Supply Schedule labor rate qualifications, directly related college level study resulting in a four (4) year degree may be substituted for 4 years of required experience.

Unless indicated otherwise in the contractor's Federal Supply Schedule labor rate qualifications, four years of directly related experience may be substituted for a four (4) year college degree requirement, and six (6) years of directly related experience may be substituted for a Masters Degree requirement.

6.0 PRINTING RESTRICTIONS

All printing funded by this task order must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Homeland Security regulations.

7.0 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

7.1 Electronic Access to Contractor Performance Evaluations

FAR 42.15 require agencies to prepare annual and final evaluations of Contractor performance. The U.S. Department of Homeland Security utilizes the National Institutes of the Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <http://www.epars.gov>

The registration process requires the Contractor to identify an individual that 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 a secondary 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 period. Once the Contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the Contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

8.0 DISCLOSURE OF "OFFICIAL USE ONLY" INFORMATION SAFEGUARDS

Any Government information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the Contractor or sub-contractor at any tier shall require

SECTION III. SPECIAL CONTRACT REQUIREMENTS

prior written approval of the Contracting Officer. Requests to make such disclosure should be addressed to the Contracting Officer. Each employee or consultant of the Contractor (or its sub-contractors) working under this contract must sign a Non-Disclosure Agreement (DHS Form 11000-6).

Each officer or employee of the Contractor or sub-contractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the Contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

9.0 TRAINING

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this task order.

10.0 INTELLECTUAL PROPERTY

The Contractor shall discuss intellectual property matters with the Contracting Officer (CO) and, if necessary, the CO will contact a DHS Intellectual Property Attorney.

11.0 PROTECTION OF INFORMATION

Contractor access to information protected under the Privacy Act is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive but Unclassified (For Official Use Only) Information. The Contractor shall ensure that all Contractor personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

SECTION III. SPECIAL CONTRACT REQUIREMENTS

12.0 SECTION 508 COMPLIANCE

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the

"Access Board") in 36 CFR Part 1194. The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at <http://www.section508.gov>.

13.0 POST-AWARD INSTRUCTIONS REGARDING SECURITY REQUIREMENTS FOR CONTRACTS/ORDERS

13.1 The procedures outlined below shall be followed for the DHS Office of the Chief Security Officer (OCSO), Personnel Security Division (PSD) to process suitability/ background investigations and suitability determinations, as required, in a timely and efficient manner.

13.2 Carefully read the security clauses in the contract. Compliance with the security clauses in the contract is not optional.

13.3 Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring 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 suitability/ background investigation to be conducted. All suitability/ background investigations will be processed through the DHS OCSO/PSD. Prospective Contractor employees shall submit the following completed forms to the DHS OCSO/PSD. The Standard Form (SF) 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS OCSO/PSD no less than thirty (30) days before the start 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. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Only complete packages will be accepted by the DHS OCSO/PSD. Specific instructions on submission of packages will be provided upon award of the contract.

SECTION III. SPECIAL CONTRACT REQUIREMENTS

13.4 DHS OCSO/PSD may, as it deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability 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. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to government facilities or information, 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 DHS OCSO/PSD.

Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings and non-recurring meetings in order to begin transition work.

13.5 The DHS OCSO/PSD shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the COR all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

13.6 Failure to follow these instructions may delay the completion of suitability determinations and suitability/ background checks. Note that any delays in this process that are not caused by the government do not relieve a Contractor from performing under the terms of the contract.

13.7 Your POC at the Security Office is:
DHS OCSO/PSD
Security Customer Service Support
Telephone: (202) 447-5010
E-mailbox: officeofsecurity@dhs.gov

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

1.0 FAR CLAUSES AND PROVISIONS

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 the following web addresses:

<http://acquisition.gov/comp/far/index.html>

CLAUSE	TITLE	DATE
52.203-13	Contractor Code of Business Ethics and Conduct	Apr 2010
52.204-2	Security Requirements	Aug 1996
52.219-9	Small Business Subcontracting Plan	Jan 2011
52.222-54	Employment Eligibility Verification	Jul 2012
52.227-2	Notice and Assistance Regarding Patent and Copy Right Infringement	Dec 2007
52.227-3	Patent Indemnity	April 1984
52.227-14	Rights In Data-Special Works	Dec 2007
52.227-18	Rights In Data—Existing Works	Dec 2007
52.227-19	Commercial Computer Software-Restricted Rights	Dec 2007
52.237-3	Continuity of Services	Jan 1991

1.1 All terms and conditions outlined in the potential Contractors' overarching General Services Administration (GSA) Contract (GS-10F-0425R) are applicable to the solicitation and the resulting task order.

SECTION II. TASK ORDER ADMINISTRATION

Contracting Officer's Representative (COR)

Robin Parker
Acquisitions and Program Management Branch (APMB)
1616 N. Ft. Myer Drive, 8th Floor
Rosslyn, VA 22209
(202) 298-0219
Robin.Parker@ice.dhs.gov

3.0 CONTRACTING OFFICER'S (CO) AUTHORITY

A warranted Contracting Officer is the only person authorized to issue modifications to the contract, approve changes in any of the requirements, or obligate funds. Notwithstanding any clause/provision contained elsewhere in this contract, the authority to modify the contract remains solely with the Contracting Officer. If the Contractor makes any contract changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract to cover any increases in charges that may result. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing the proposed contract in accordance with its terms and conditions.

Contracting Officer (CO)

LaShonda Keith
Department of Homeland Security
Office of Procurement Operations
245 Murray Lane, SW, MS 0115
Washington, DC 20528
LaShonda.Keith@hq.dhs.gov
202.447.5644

4.0 INVOICING

All invoices shall be submitted in PDF via email to:

NPPDInvoice.Consolidation@ice.dhs.gov, LaShonda.Keith@hq.dhs.gov and
Robin.Parker@ice.dhs.gov

All invoices, mailed or emailed, must be addressed as follows:

Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: USV-PIMS

The Attn: line **must** include the Agency Code and the Short Cut Code noted above.

Invoices shall comply with FAR 52.232-7 -- Payments Under Time-and-Materials and Labor-Hour Contracts. (FEB 2007)

The below constitutes a proper invoice:

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

1.2 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Feb 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

1.3 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Labor- Hour (CLINs).

1.4 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

1.5 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 **5 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **15 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 **9 months**.

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

2.0 HOMELAND SECURITY ACQUISITION REQUISITION CLAUSES

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. The full text of a clause may be accessed electronically at the following web address: <http://farsite.hill.af.mil/VFHSAR1.htm>

The following clauses are incorporated by reference:

CLAUSE	TITLE	DATE
3052.204-70	Security Requirements for Unclassified Information Technology Resources	June 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility Completion of the Contract Work	Dec 2003
3052.228-70	Insurance	Dec 2003
3052.242-71	Dissemination of Contract Information	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003
3052.245-70	Government Property Reports [Deviation]	Aug 2008 [Deviation]

2.1 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) ALTERNATE I (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "*Policies and Procedures of Safeguarding and Control of SSI*," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

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

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

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

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

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

(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.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS 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. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as 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 and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

2.2 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUNE 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

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

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b) (1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b) (1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

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

(e) Treatment of Certain Rights.

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

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

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

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

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

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

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

2.3 HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) Determination. In accordance with FAR Subpart 9.505-4; significant, potential conflict(s) of interest may arise from this solicitation because Contractors may have access to proprietary information. Any Contractor questions arising from organizational conflict of interest requirements must be immediately addressed to the Contracting Officer.

(b) 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 the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

(1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.

(g) Flow-down. The Contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

2.4 HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

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

(b) The nature of this conflict Contractor access to proprietary information in accordance with FAR Subpart 9.505-4.

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

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

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data

SECTION IV. TASK ORDER CLAUSES, TERMS, AND CONDITIONS

from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

2.5 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

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

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- Program Manager
- Team Lead for Task 1
- Subject Matter Experts-RAS for Task 3
- Information Resource Management Analyst for Task 4

2.6 HSAR 3052.245-70 GOVERNMENT PROPERTY REPORTS (AUG 2008) [DEVIATION]

The Contractor shall prepare an annual report of Government property in its possession and the possession of its sub-contractors, when and in a format prescribed by the Contracting Officer.