

DUNS No.: 85-8485758



Response for:

**United States Visitor and Immigrant
Status Indicator Technology
(US-VISIT) Program
Prime Contractor Acquisition**

**Volume 1, Part B:
Business Forms
Conflict of Interest Plan**

January 22, 2004

Submitted to:

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

accenture

High performance. Delivered.

Submitted by:

**Accenture LLP
11951 Freedom Drive
Reston, VA 20190**

In Response to Solicitation No.

HSSCHQ-04-R-0096

Steven Goodman, Director of Contracts
Email: steven.h.goodman@accenture.com
Phone: 703.947.1698

Notice: This document includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this response. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this document.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 1	
2. CONTRACT NUMBER	3. SOLICITATION NUMBER HSSCHQ-04-R-0096	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/28/2003		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Department of Homeland Security Office of Procurement Operations 245 Murray Drive, SE, Building 410 Washington, DC 20528		CODE <input type="checkbox"/>		8. ADDRESS OFFER TO (If other than Item 7) US-VISIT Program Office Department of Homeland Security 1616 N. Fort Myer Drive Rosslyn, VA 22209			

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

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ 2:00 p.m. _____ local time 1/22/2004.

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

10. FOR INFORMATION CALL:	A. NAME Michael E. Jones	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 205-0140 EXT.	C. E-MAIL ADDRESS Mickey.Jones@dhs.gov
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(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	12/5/03	0004	1/15/04
	0002	12/15/03		
	0003	12/24/03		

15A. NAME AND ADDRESS OF OFFEROR Accenture LLP 11951 Freedom Drive Reston, VA 20190		CODE ONHA3	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print) Steven H. Goodman Director of Contracts	
15B. TELEPHONE NUMBER AREA CODE 703 NUMBER 947-1698 EXT.		17. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input checked="" type="checkbox"/>		18. OFFER DATE January 22, 2004	

AWARD (To be completed by Government)			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

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Previous edition is unusable

STANDARD FORM 33 (REV. 9-98)

Prescribed by GSA - FAR (48 CFR) 53.2140

Accenture LLP

SF 33 Schedule

15C. Remittance Address

Accenture LLP
P. O. Box 70629
Chicago, IL 60673-0629

Electronic Transfer:



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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE December 5, 2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Homeland Security Procurement Division 1300 Pennsylvania Avenue, N.W., Suite 4.2-E Washington, D.C. 20229		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all Offerors/Bidders				(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO. HSSCHQ-04-R-0096	(<input checked="" type="checkbox"/>) 9B. DATED (SEE ITEM 11) December 5, 2003
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

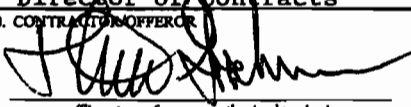
(<input checked="" type="checkbox"/>) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,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

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

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

A summary of Amendment 0001 changes is attached. A complete copy of Amendment 0001 with change bars indicating where the text has been changed will be posted on the DHS web site (www.dhs.gov/us-visit) and at FedBizOpps (www2.eps.gov).

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

15A. NAME AND TITLE OF SIGNER (Type or print) Steven H. Goodman Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael E. Jones Contracting Officer	
15B. CONTRACT NUMBER  (Signature of person authorized to sign)	15C. DATE SIGNED 1/22/04	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE December 15, 2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Homeland Security Procurement Division 1300 Pennsylvania Avenue, N.W., Suite 4.2-E Washington, D.C. 20229	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all Offerors/Bidders			(✓) X	9A. AMENDMENT OF SOLICITATION NO. HSSCHQ-04-R-0096
				9B. DATED (SEE ITEM 11) December 15, 2003
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

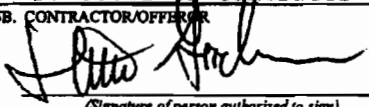
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET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

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

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

A summary of Amendment 0002 changes is attached. A complete copy of Amendment 0002, with change bars indicating where the text has been changed, will be posted only at FedBizOpps (www.fbo.gov) under DHS/Direct Reports/Office of Chief Procurement Officer. All communications and instructions concerning this solicitation will be posted only at the FedBizOpps website.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Steven H. Goodman Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael E. Jones Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/22/04	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE December 24, 2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Homeland Security Procurement Division 1300 Pennsylvania Avenue, N.W., Suite 4.2-E Washington, D.C. 20229		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all Offerors/Bidders				(✓) X	9A. AMENDMENT OF SOLICITATION NO. HSSCHQ-04-R-0096
					9B. DATED (SEE ITEM 11) December 24, 2003
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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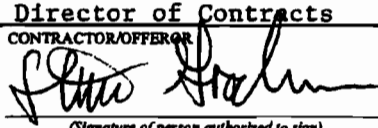
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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

A summary of Amendment 0003 changes is attached. A complete copy of Amendment 0003, with change bars indicating where the text has been changed, will be posted only at FedBizOpps (www.fbo.gov) under DHS/Direct Reports/Office of Chief Procurement Officer.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Steven H. Goodman Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael E. Jones Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/22/04
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE January 15, 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Homeland Security Procurement Division 1300 Pennsylvania Avenue, N.W., Suite 4.2-E Washington, D.C. 20229	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To all Offerors/Bidders			(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO. HSSCHQ-04-R-0096	(<input checked="" type="checkbox"/>) 9B. DATED (SEE ITEM 11) January 15, 2004
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

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() A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

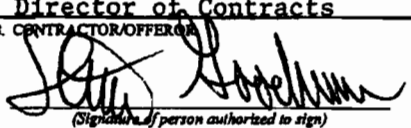
D. OTHER Specify type of modification and authority)

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

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

A summary of Amendment 0004 changes is attached. A complete copy of Amendment 0004, with change bars indicating where the text has been changed, will be posted only at FedBizOpps (www.fbo.gov) under DHS/Direct Reports/Office of Chief Procurement Officer.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Steven H. Goodman Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael E. Jones Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/22/04
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED



Section B – Supplies or Services and Prices/Costs

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

CLIN	Description	Qty	Unit	Unit Price	Amount
0001	Program Management				
0001AA	Task Order 001 – Program-Level Management, Engineering, and Architecture				
0001AB	Task Order 002 – Increment 2B, Program Management				
0002	Award Fee for CLIN 0001				
0002AA	Award Fee – Task Order 001				
0002AB	Award Fee – Task Order 002, Increment 2B				
0003	Ad Hoc Requirements			Cost Fixed Fee @ 8% Cost Plus Fixed Fee	
0004	Travel / ODCs	1	LOT	NTE	
0005	Task Order 002 Increment 2B	1	EA		

Section K

Company Name: Accenture LLP

Address: 11951 Freedom Drive

Reston, VA 20190-5651

Signed by:



(Signature)

Steven H. Goodman

(Printed Name)

Director of Contracts

(Title)

January 22, 2004

(Date)

Section K - Representations, Certifications, and Other Statements of Offerors

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov.

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

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

(a) *Definitions.*

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

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

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

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

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

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

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

TIN: [REDACTED] _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

Other. State basis. _____

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt):

Corporate entity (tax-exempt):

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

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

(f) Common Parent.

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

Name and TIN of common parent:

Name  _____

TIN  _____

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

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

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

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

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

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

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

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

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

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

On November 25, 2003, the U.S. Department of the Army's Military Traffic Management Command ("MTMC") issued to Accenture LLP a "Notice of Termination for Default" in our contract with them for the development of a Surface Transportation Management System. Accenture believes that it is not in default under that contract and intends to vigorously defend MTMC's erroneous determination in that regard.

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

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

- (a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or

facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

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

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

116 N Ft Myers Drive

Roslyn, VA 22209

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

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

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

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

(b) Enclosed its annual representations and certifications.

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512 *[insert NAICS code]*.

(2) The small business size standard is less than \$21M *[insert size standard]*.

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

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that-
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

“Service-disabled veteran-owned small business concern”-

(1) Means a small business concern-

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

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

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

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

“Veteran-owned small business concern,” means a small business concern-

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

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

“Women-owned small business concern,” means a small business concern-

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order

to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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

The Offeror represents that-

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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

The Offeror represents that –

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

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

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

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

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.
- (c) The Offeror has reviewed the requirements for the delivery of data or software and states *[Offeror check appropriate block]-*

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

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

Commercial products of vendors displayed in our proposed Bill of Materials (BOM) may qualify as limited rights data or restricted computer software.

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

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

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman Numerals I through III. Offerors shall examine each part and

provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement – Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

- (c) Check the appropriate box below:

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

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

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

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

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

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

Date of Disclosure Statement: September 1, 2001

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

Ms. Laura Plasketes, DCMA Chicago, 1523 W. Central Road, Arlington Heights, IL 60005-2451, Telephone 224-625-9428, Fax 224-625-8200

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

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

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

- (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

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

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

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

yes no

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

(a) Prohibitions.

Section 835 Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as- defined in this clause.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

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

(1) the entity completes after the date of enactment of this Act, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

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

(A) in the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(B) in the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) the expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

“Foreign Incorporated Entity” means any entity which is, or but for subsection (b) would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986. “Person”, “domestic”, and “foreign” have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special Rules

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

CERTAIN STOCK DISREGARDED- For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership: -

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

(2) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1).

PLAN DEEMED IN CERTAIN CASES- If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be - treated as pursuant to a plan.

CERTAIN TRANSFERS DISREGARDED- The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) SPECIAL RULE FOR RELATED PARTNERSHIPS- For purposes of applying subsection (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

Treatment of Certain Rights-

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

(A) warrants

(ii) options -

(iii) contracts to acquire stock

(iv) convertible debt instruments

(v) others similar interests

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

(e) Disclosure

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

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

(End of provision)

**Section K of subcontractors withheld in their entirety under
Title 5 USC § 552(b)(4)**



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Appendix A: Accenture Policies 1

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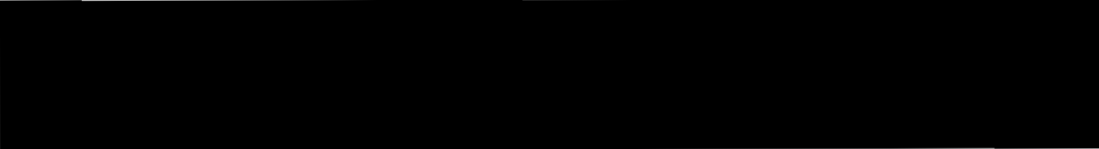


All redacted
information
on this page
is withheld
under (b)(4)

1.0 DISCLOSURE OF CONFLICTS OF INTEREST

As required by section H.7 of the RFP, Accenture LLP (“Accenture”) provides this statement with respect to past, present, or planned organizational, financial, contractual or other interest(s) with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation.

Given the nature and anticipated scope of the US-VISIT program, any large company capable of performing the US-VISIT program, including Accenture, could have organizational and/or contractual relationships with organizations whose interests may be substantially affected by Departmental activities and which are related to the US-VISIT work. The existence of such relationships does not perforce give rise to a conflict of interest. We can therefore certify that, to the best of our knowledge and belief, no affiliations exist with an organization whose interests may be substantially affected by DHS activities, and which is related to the work in Task Orders 001 and 002 under this contract, that create a conflict of interest as more fully described herein.



Due to the indeterminate nature of the precise work to be performed for the US-VISIT program beyond Task Orders 001 and 002, Accenture has provided a general analysis of potential conflicts of interest related to the US-VISIT program and shown that our performance of the proposed contract can be accomplished in an impartial and objective manner.

2.0 OVERVIEW

The US-VISIT program is a high profile program and will receive a high degree of public scrutiny. Throughout the life of the program, the prime contractor will work closely with DHS to identify any potential conflicts and develop strategies to avoid, neutralize, or mitigate actual conflicts of interest. Apparent conflicts of interest must be considered as carefully as actual conflicts of interest to avoid negative public perception.

The US-VISIT program is expected to have direct and indirect impacts on a broad range of commercial and government entities in the U.S. and globally, including the following:

- Travel and tourism-related entities (e.g., airlines, cruise lines, hotels, car rental companies, and restaurants) may be impacted by increases or decreases in travel to the U.S.
- Shipping and Trade Transportation-related entities (e.g., commercial shippers, trucking and transportation, rail lines) may be impacted by changes made at Ports of Entry
- Companies that import or export products (e.g. companies that regularly ship containers overseas) may be impacted by changes to policy and procedures
- Non-U.S. government entities are impacted by US-VISIT and related polices, such as

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accenture



foreign government entities overseeing passport issuance that may need to make policy, procedure, or physical changes to conform with new U.S. policies or to interface with US-VISIT technology

- Other U.S. Federal, State, and Local Government agencies that interface with US-VISIT are impacted by immigration or trade trends

Accenture and its affiliates perform both government and commercial work for clients globally and have 110 offices in 48 countries. Accenture has five distinct, industry-focused operating groups, each with their own Group Chief Executive who reports to the CEO. Group Chief Executives are responsible for decision-making and financial management within their respective operating groups and operate independently of the other operating groups.

Our operating groups provide services to entities in the following areas:

- **Communications and High Tech**, including communications clients who provide major long-distance, local, and wireless telecommunications; media and entertainment clients within the broadcast and print media, interactive entertainment, interactive services, publishing and printing sectors; and electronics and high-tech clients within the semiconductor, communications equipment, computers, software, consumer electronics and aerospace and defense sectors
- **Financial Services**, clients including banks, insurance providers and capital markets organizations
- **Government**, including clients in national and state public enterprises and education institutions
- **Products**, including clients in the Automotive, Health Services, Industrial Equipment, Pharmaceuticals and Medical Products, Retail and Consumer, and Transportation and Travel Services, including airlines and commercial shippers
- **Resources**, including clients in the Chemical, Energy, Forest Products, Metals and Mining, and Utilities industries

Accenture has analyzed potential conflicts of interest to identify actual or apparent conflicts of interest related to the US-VISIT program in general, and Task Orders 001 and 002 in particular. Accenture has corporate policies designed to avoid, neutralize, or mitigate potential conflicts of interest on contracts. A summary of these policies is provided in Appendix A. In addition to these policies, our team has established processes to identify and mitigate potential conflicts of interest on the US-VISIT program.



3.0 DEFINITIONS

An **Organizational Conflict of Interest** may arise when, because of other activities or relationships, a contractor is unable or potentially unable to render impartial assistance or advice to the Department, the contractor's objectivity in performing the Contract work is or might be otherwise impaired, or the contractor has an unfair competitive advantage.

A **Financial Conflict of Interest** may arise when a person is in a position to influence the business, research, or other decisions of the Government in relationship to an outside organization in ways that could lead directly or indirectly to significant financial gain for the person. Financial conflicts of interest for companies fall within the definition of Organizational Conflicts of Interest, and consequently are not separately addressed.

A **Contractual Conflict of Interest** may arise when an entity or person is currently performing or has performed in the previous year a contract that would provide information that could impair the entity's or person's impartiality or objectivity or could provide an unfair competitive advantage. Contractual conflicts of interest for entities or persons fall within the definition of Organizational Conflicts of Interest or Financial Conflicts of Interest respectively and consequently are not separately addressed.

An **Accenture Affiliate** is any entity controlled by or under common control with Accenture Ltd.

Key Personnel include any person owning more than 20 percent interest in Accenture, Accenture's corporate officers, senior managers (defined as Accenture Partners performing work on US-VISIT), or people who are responsible for making decision or taking actions on US-VISIT where the decision or action could have an economic or other impact on the interest of a regulated or affected organization (defined as the US-VISIT Program Manager who has ultimate decision-making authority for the program).



4.0 PROCESS FOR IDENTIFYING CONFLICTS OF INTEREST

Our Contracts and Acquisition Manager is responsible for ongoing identification of conflicts of interest. Potential conflicts of interest are identified through the following channels:

- Annual communication with key personnel and program staff to identify areas for potential conflict of interest and requiring that these individuals disclose any potential conflicts of interest for investigation
- Prior to proposing on new task orders or revisions to existing task orders, communicating with key personnel and program staff and requiring that these individuals disclose any potential conflicts of interest for investigation

5.0 PROCESS FOR ADDRESSING CONFLICTS OF INTEREST

If a potential conflict of interest is identified, our Contracts and Acquisition Manager, Program Manager, and other senior managers, as required, investigate the situation to determine if it is an apparent conflict of interest or if it presents an actual conflict of interest.

If an apparent conflict of interest is identified, our Contracts and Acquisition Manager alerts the Contracting Officer and Contracting Officer's Technical Representative, explains the apparent conflict, and provides a written mitigation plan to eliminate the appearance of the conflict.

If an actual conflict of interest is identified, our Contracts and Acquisition Manager alerts the Contracting Officer and Contracting Officer's Technical Representative. Accenture and the individual or entity with the actual conflict of interest work with the Contracting Officer to develop written mitigation plans to avoid, neutralize, or mitigate the conflict of interest.

Mitigating plans could include one or more of the following strategies:

- No Shared Personnel – no employees from the conflicted entity perform work on the subject work and no employees who work on US-VISIT work on projects for the conflicted entity
- Presentation of Multiple Alternatives - delivering a series of options with pros and cons rather than delivering a single recommendation and letting the Government make the ultimate decision
- Segregation of Office Space – employees could be relocated to separate office spaces
- Delivery of Supporting Analysis of Conflicted Work – submission of supporting data and analysis developed during the performance of the work under the contract in order to demonstrate that no bias occurred and, therefore, that there is no conflict of interest
- Third Party Review of Conflict of Interest Mitigation Activities – a neutral party could review the conflicted company's adherence to the conflict of interest plan on a regular basis to monitor compliance
- Use of Separate Corporate Entities – use of separate, non-conflicted corporate entities to perform work



We have already implemented the following mitigating strategies to help avoid actual and apparent conflicts of interest and prior to contract award:

- Confidentiality Agreements - Program staff (including subcontractors) will be required to sign a confidentiality agreement prior to beginning work on the program.
- Subcontractor Disclosure of Conflicts of Interest – Subcontractors are required to disclose any conflicts of interest prior to award of subcontracts.
- Internal Policies to Guard Against Conflicts of Interest – Accenture has internal policies to avoid, neutralize, or mitigate potential conflicts of interest, including Policy 15: Conflicts of Interest – Organizational and Policy 32: Conflicts of Interest – Individual, provided in Appendix A.
- Corporate Structure and Decision-Making – Accenture’s corporate structure and supporting policies are designed to avoid, neutralize, or mitigate conflicts of interest. Accenture has appointed a Group Chief Executive for Government who reports directly to our CEO and is responsible for decision-making and financial management within the Government operating groups. Eric Stange, our Program Manager, has decision-making authority within the US-VISIT program and reports directly to the Group Chief Executive for Government.
- Conflict of Interest Identification Process – we have established a process for communicating with key personnel and program staff to identify areas for potential conflict of interest and require that these individuals disclose any potential conflicts of interest for investigation.

6.0 CONFLICT OF INTEREST ANALYSIS

We reviewed the following entities for potential conflicts of interest and determined that none of these entities had conflicts with the proposed work on US-VISIT Task Orders 001 and 002:

6.1 Accenture

Accenture LLP (“Accenture”) is the Offeror proposing work on the US-VISIT program.

Organizational Conflict of Interest

Accenture has identified no organizational conflicts of interest.

Accenture is not currently performing work related to the work proposed for US-VISIT and, thus, has not obtained information or documentation through current work that would provide Accenture with an unfair advantage. Because Accenture is not currently performing work related to the work proposed for US-VISIT, Accenture also has not identified any situations where its objectivity relative to US-VISIT would be impaired.

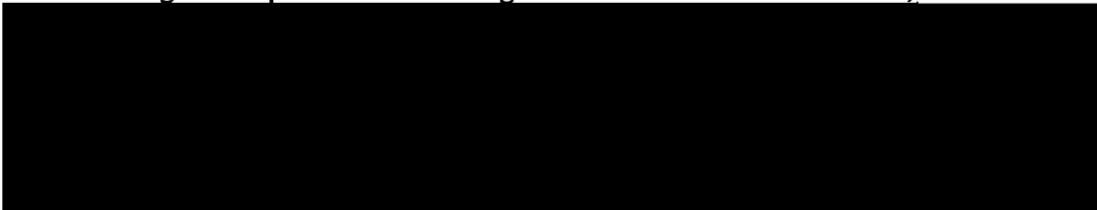
Our corporate structure and supporting policies are designed to avoid, neutralize, or mitigate conflicts of interest for the work we do for clients in our five operating groups. Accenture has appointed Group Chief Executives for each of the five operating groups who report directly to our CEO. The Group Chief Executives are responsible for



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decision-making and financial management within their distinct operating groups. Our US-VISIT Program Manager, Eric Stange, reports directly to the Group Chief Executive for Government. The other Group Chief Executives and the people who report to them are not involved in decision-making related to US-VISIT.

With regard to potential future organizational conflicts of interest, Accenture is



Although Accenture has identified no actual conflicts of interest, areas that could create the appearance of a conflict of interest do exist. As an example, Accenture provides services for airlines, stakeholders within the US-VISIT communities of interest. A slow down in airline travel processes caused by US-VISIT, could result in some negative financial implications for these companies. This could be seen as an apparent conflict of interest; however, anything which impedes the flow of legitimate trade and travel is also contrary to the goals of DHS for the US-VISIT program. In most if not all cases, the objectives of the US-VISIT are consistent and compatible with the objectives of the commercial sector, and in the final analysis do not give rise to a conflict of interest.

6.2 Accenture Affiliates

Accenture affiliates wholly owned by Accenture LLP include Accenture National Security Services LLC (“ANSS”) and Proquire LLC. Accenture National Security Services is focused on delivering innovative solutions to the U.S. Government classified market, and Proquire is the procurement arm of Accenture focused on acquisition of hardware and software products for its clients. Other Accenture affiliates do not routinely provide services to clients in the U.S.

Organizational Conflict of Interest

ANSS has identified no organizational conflicts of interest with respect to US-VISIT Task Orders 001 and 002.

ANSS is not currently performing work related to the work proposed for US-VISIT and, thus, has not obtained information or documentation through current work that would provide ANSS LLC or Accenture with an unfair advantage. Because ANSS LLC is not currently performing work related to the work proposed for US-VISIT, ANSS LLC also has not identified any situations where its objectivity or that of Accenture relative to US-VISIT would be impaired.

Proquire has identified no organizational conflicts of interest with respect to US-VISIT Task Orders 001 and 002.



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With regard to potential future organizational conflicts of interest, Proquire and Accenture have alliances and business relationships with a large network of product vendors. Our project teams and our clients can benefit from advice from these product vendors on the latest technology solutions and other implementation considerations. Under certain circumstances, however, alliances and business relationships can create conflicts of interest.

A potential conflict of interest will exist where Accenture performs or assists in technical evaluations, determines business functionality, prepares specifications for non-developmental technology, or performs systems design, engineering and technical direction work that could favor its own products or capabilities or those of an alliance partner.

If as part of our work for DHS we assist in product surveys and evaluations to help DHS to select the technology best suited to solving their business challenges, DHS has the right to expect, and Accenture has an obligation to provide, independent and objective assistance and advice. Note that it is not enough to avoid conflicts of interest, but also the appearance of conflicts.

In these product survey and evaluation circumstances, project team members will:

- Not respond to enquiries from product vendors or their representatives unless directed by DHS.
- Not discuss any technical aspects of the US-VISIT project, even where meetings with vendors have been approved by DHS.
- Not discuss the US-VISIT with other Accenture personnel who are not involved in the program and have no need to know.
- Evaluate and/or make specific recommendations regarding products only on the basis of objective selection criteria approved by DHS in advance.
- Provide insights, options, technical considerations, and impact analyses based on verifiable facts.
- Maintain accurate and comprehensive records of work involving product evaluations and/or recommendations.

Accenture will occupy a highly influential and responsible position in its work for DHS and is fully cognizant that perceived self-interest might cast doubt on the impartiality and objectivity of the work we perform.

6.3 Consultants

Accenture's consultants currently include members of our Senior Advisory Board (SAB) who are independent contractors or employees of independent contractors to Accenture. The SAB includes well-known and respected former Government and border management officials. The SAB meets up to [REDACTED] and US-VISIT Program Office executive teams. SAB members do not make program decisions, but serve as a sounding board and offer border management perspectives on issues faced during the program. SAB members may also research and prepare white papers on special topics relevant to US-VISIT. As the members of the SAB do not make

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program decisions and serve only in an advisory capacity, we have identified no organizational conflicts.

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Current members of the SAB are listed below:

<i>Member</i>	<i>Relevant Background</i>
[Redacted content]	

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6.4 Accenture Key Personnel

6.4.1 People with More Than 20 Percent Interest in Accenture

No person owns more than 20 percent interest in Accenture.

6.4.2 Corporate Officers

Accenture LLP is a limited liability partnership and, as such, has no corporate officers. For the purposes of this analysis, we consider our corporate officers to be the United States Country Managing Director, William D. Green, and our Geographic Lead, Thomas Skelly.

Our corporate officers do not have day-to-day control of our work on US-VISIT and are not involved in program decision-making. Our US-VISIT team does not report to the corporate officers. The corporate officers are not in a position to influence the US-VISIT team. This structure mitigates potential conflicts of interest from our corporate officers.

6.4.3 Senior Managers

Senior Managers on the Accenture US-VISIT team include the following Accenture Partners:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Management Lead

- [Redacted]
- [Redacted]

We have not identified any financial or other conflicts of interest with US-VISIT for our senior managers. Prior to contract award and on an ongoing basis, as discussed in our process for identifying conflicts, we will communicate with our senior managers about conflicts of interest and require that they disclose any potential conflicts of interest for analysis.

6.4.4 Employees Responsible for Making Decisions or Taking Actions that could have an Economic Impact on the Interests of a Regulated or Affected Organization

Employees on the Accenture US-VISIT team that are responsible for making decisions or taking actions that could have an economic impact on the interests of a regulated or affected organization are the same individuals identified as senior managers.

We have not identified any financial or other conflicts of interest with US-VISIT for these individuals.

6.4.5 Subcontractors Performing More than 20 percent of Work

[Redacted]

**Appendix A (inclusive of Accenture Policy 32) withheld in its
entirety under Title 5 USC § 552(b)(4)
(15 pages)**