

During the transition of services, the Contractor shall continue the work of this contract and call center operations shall continue at same level of service as outlined in the performance measurement section of the contract. All work phase-out plans will be negotiated. The expectation is for the successor Contractor to transition to full capacity and capabilities within 120 days. At the end of the contract, the Contractor must certify that all USCIS information has been purged from any Contractor-owned system used to process USCIS information.

#### 18.1.6. Security Plan

The Contractor shall identify in a Security Plan the following:

- a. Physical building and related security controls.
- b. Content and related security controls.
- c. Personnel and related security controls.

The Security Plan shall be updated annually and shall identify plans, policies, and procedures for ensuring security in Contractor facility, personnel, equipment and network, and information content. This shall cover rooms, work areas, spaces, and structures housing IT equipment and Contractor shall ensure proper monitoring, restricting and regulating access to these areas at all times. Controls shall be based on the level of risk and shall be sufficient to safeguard these assets against possible loss, theft, destruction, accidental damage, hazardous conditions, fire, malicious actions, and natural disasters.

#### 18.1.7. Quality Control Plan

The Contractor shall provide a Quality Control Plan. Quality control is planned and systematic activities implemented to provide confidence that the project will satisfy the Performance Requirements.

The Contractor shall ensure that all services are provided in accordance with the terms of this contract. The Contractor shall develop a Quality Control Plan that includes the following elements:

- > An internal quality control, inspection, and feedback system for all services required by the contract.
- > Job titles and organizational positions of Contractor employees performing quality control.
- > A method to identify deficiencies in services.
- > Procedures to correct deficiencies in services when detected and to prevent their recurrence.
- > A record-keeping system that maintains and displays inspection, quality history, corrective actions taken and follow-up actions necessary to maintain effective quality control. Records shall be available for review by the COIR and appropriate NCSC personnel upon request.

- An effective system to analyze quality data, capture and report trends, and initiate action in response to these trends.
- Monitoring a minimum of two random calls per day for each CSR who works a full day.
- Monitoring a minimum of one random call per day for each CSR who works less than a full day.

The Quality Control Program is applicable to all functional areas of this contract to ensure that USCIS performance objectives are met, the best possible customer service is provided, and there is continuous improvement in the quality of call center services. The quality control program shall also be a major strategy for ensuring the achievement of the performance measures in this contract as well as using and monitoring performance indicators, which contribute to performance and measure outcomes.

The Contractor shall:

- Provide a Quality Control Plan to establish quantitative evaluation strategies to ensure compliance to the defined performance measurements and meet or exceed highest levels of service. The plan shall specify who within the Contractor's organization has oversight for quality initiatives. The plan shall be updated as necessary or as instructed by the USCIS to ensure that it remains current.
- Work in collaboration with call center supervisors or team leaders to develop a standard tool for assessing call monitoring activities and ensuring consistency in evaluation scoring.  
Develop and implement a component of the Quality Control System to maintain call-monitoring evaluation results, historical perspective of training efforts, proficiency scores, etc.  
Develop a user interface for transport of training data to the Evaluation Contractor's QAS (Quality Assurance System). Designated USCIS staff will have authorized access to system.
- Develop report formats that will document CSR's training history and evaluation and proficiency scores/results.
- Conduct assessment and evaluation through a variety of strategies and methodologies.

The Contractor shall:

- Develop a call monitoring plan that specifies criteria/objectives for call monitoring activities, e.g., percentage or number of calls within a specified time period, or selected totally at random, from recorded interactions or sitting with CSR, etc.  
Utilize call-monitoring activities as opportunities to coach CSR's by providing immediate feedback and to determine training needs on an individual basis.  
Conduct call monitoring evaluations to assess call interactions: identify call handling discrepancies, address the general style of the CSR's interactions, pinpoint opportunities for improvement, and assess consistency in callers' experience. Use standard call

- monitoring tools to evaluate CSR.
- Have the ability to blind monitor CSR calls and conduct mystery shopping.
- Record all results in quality control system and provide monthly report.
- Not utilize tools that notify CSR's when they are monitored.

#### 18.2. Customer Interface

Attend periodic local coordination meetings at a contract level. Purpose of meetings to include: defining requirements and establishing expectations, providing status reports, discussing materials and recommended methodologies, presenting findings, reaching agreement/approval on finalized materials, and resolving problems.

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### 19. COLLABORATION

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Quality, customer satisfaction, and service levels work together. Over the long term, good quality improves service and customer satisfaction and achieving service levels creates an environment in which high quality becomes the standard.

The Contractor shall:

- Consent to the government's third party monitoring.
- Develop a collaborative, joint management team with the third party Quality Evaluation Contractor to focus on quality efforts and customer satisfaction to provide necessary feedback to continually improve performance.
- Work collaboratively with the third party Evaluation Contractor, commit to integrate performance and customer satisfaction data to gain more perspective on core measurements to benefit from the strategic application of evaluation data into the decision making processes, identify trends and shifts in customer requirements/expectations, maximize opportunities to impact cost savings, while achieving increasing customer satisfaction goals.

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### 20. PERFORMANCE REQUIREMENTS

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Performance-based service contracting (PBSC) emphasizes that all aspects of an acquisition be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed or broad, imprecise statements of work that preclude an objective assessment of Contractor performance. PBSC is designed to ensure that Contractors are given freedom to determine how to achieve specific performance objectives and appropriate performance quality levels. PBSC also ensures that payment is made only for services that meet these levels. The USCIS has developed the performance metrics identified in this section to evaluate Contractor performance.

#### 20.1. Performance Requirements Summary

The Contractor shall have sufficient bilingual capacity to meet the performance standards with respect to demand levels for live assistance in Spanish as well as with respect to calls in English. **If the performance standard is not met on one of the standards, the Contractor is not eligible for any incentives for that particular quarter. The expected target performance is based upon calls. A call is defined as a request for live assistance coming thru the IVR to Tier 1 sites.** The USCIS shall use the data statistics from the USCIS' FTS Vendor's Enhanced Call Routing and Managed Contact Solutions-Genesys reporting systems to determine whether performance standards and metrics are being achieved and maintained.

At no time shall the Contractor set its own thresholds, performance standards, or metrics. Any proposed changes to thresholds, performance standards, or metrics must be submitted to and approved by the CO.

If the Contractor fails to meet performance standards, the USCIS reserves the right to shift calls in whole or part that otherwise would go to Tier 1 to other sources, including USCIS staff. The USCIS also reserves the right to waive specific performance metrics adversely affected by changes made by the USCIS.

During the performance of the contract, the COTR will evaluate the Contractor's overall level of compliance with the contract and the demonstrated quality, timeliness, and cost effectiveness of the services provided. The PRS table lists those performance indicators by element against which Contractor performance will be measured.

The call monitoring area focuses on behaviors and the accuracy and completeness of services and information provided and collected. Data gathered is the result of independent research and analysis. Elements within this area include –

- Call Monitoring – results of an independent call monitoring program that focuses on measuring behaviors against standards established by USCIS. Call monitoring may be done 'live' or based on review of recorded calls.
- Accuracy of Information Provided – gauged by the result of independent secret shopper programs to determine the degree to which the information or service provided is accurate and complete in terms of the relevant script or delineated procedure.
- Accuracy of Capturing Information – which includes results of the Contractor's own analysis and independent analysis of the data collected compared with the recorded call, and the results of quality assurance analysis of referrals and other collected information.

USCIS conducts an independent customer satisfaction survey. Several questions, currently questions 12B-E, Attachment 5, are designed to measure the customer's perception of their experience with the CSR. Direct performance results are the third contract performance metric segment. Results are based on the performance of the Contractor. Elements within this area include -

- The Average Speed of Answer of callers who move to Tier 1 live assistance. This is weighted by relative daily live assistance demand, and the USCIS reserves the right to

weight it by hourly demand levels.

- The percentage of all calls received in the IVR during live assistance hours that are abandoned due to the unavailability of Tier 1 service. This includes calls abandoned due to a denial of service due to wait time limits placed on length of wait time by USCIS, and calls that move into the live assistance queue and then disconnect.
  - For the purpose of contract performance evaluation this percentage will be adjusted to also reflect the extent that USCIS directs certain calls that would otherwise go to Tier 1 to other sources as provided in this section due to performance issues on the part of the Tier 1 Contractor.  
Non-TDD calls to TDD numbers will not be counted as abandoned even though the call is terminated because it is not a TDD call. However, such calls also shall not count towards determining the call volume for a period for pricing and billing purposes.  
Any calls answered by the Tier 1 CSR will not be terminated at Tier 1 without fully answering the caller's questions. At no time shall a call be terminated because a consult or follow-on CSR is not available. Any call terminated in this fashion will be considered an abandoned call. Any call abandoned during the hand-off to another Tier 1 level of CSR will be counted as an abandoned call.

#### 20.2. Billing adjustments as performance incentives

The Contractor shall be responsible for all Network Queue and incoming toll free Usage costs that exceed the Average Speed of Answer performance metric. The USCIS will automatically deduct these costs from the Contractor's billings. USCIS will pro rate this adjustment based on the total calls handled by the respective Tier 1 Contractor.

The USCIS will pay for the initial transfer from the Network IVR to the Tier 1 site. If the Contractor chooses to transfer the call within Tier 1 for any reason such as a consult or follow-on to another Tier 1 CSR, the Contractor shall be required to provide the facilities, equipment, and circuitry, and the USCIS will automatically deduct from the Contractor's billings the associated transfer, line and usage costs.

#### 20.3. Performance Evaluation Meetings

The COTR will require the Contractor's PM to meet monthly with USCIS procurement officials and other NCSC personnel. This monthly meeting will be to discuss the contractor's performance, identifying deficiencies and areas where the contractor has met and has not met the performance standards. The Contractor may request a meeting with the COTR whenever the Contractor's technical or administrative personnel believe such a meeting is necessary. The Contractor shall prepare and provide written minutes of any such meetings to the COTR for his or her signature. If the COTR does not concur with any portion of the minutes, notice of such non-concurrence shall be provided to the Contractor's PM and contracts representative within five calendar days following receipt of the minutes. The Contractor shall acknowledge or resolve all disputes and resubmit the minutes to the COTR within five business days of receipt of the

non-concurrence. These meeting minutes will be included in the official CIS contract file as contractor performance records.

#### 20.4. Performance Quality Evaluation

Task quality level will be assessed by the COTR based on a yes-no evaluation of completed tasks and subtasks, using compliance with the PRS as the standard.

#### 20.5. Performance Incentive Payments and Deductions

The USCIS will calculate incentive payments and deductions in accordance with the terms in the PRS, Attachment No. 2. The Contractor shall not be eligible for any incentive amount if they fail to achieve the standard in any one category.

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## 21. SECURITY REQUIREMENTS

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### 21.1. General

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

### 21.2. Suitability Determination

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

### 21.3. Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees)

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

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
3. FD Form 258, "Fingerprint Card" (2 copies)
4. Foreign National Relatives or Associates Statement
5. Form DHS-11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
6. Form G-736 – "Pre-Employment Suitability Check" (2 years employment verification)
7. Position Designation Determination for Contract Personnel Form

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

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

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

The Contractor shall manage the submission of its employees' requests for background investigations, and shall conduct its own pre-screening to ensure not only that the application is complete, but to pre-screen eligibility using the same standards the Government applies. Call center operations can experience significant turnover, which can significantly affect operations and performance. The Government cannot guarantee any certain processing time for security clearances. Please be aware that additional time in excess of 30 days may be necessary to process packages that require resolution of issues that develop during the process. The pre-screening process is designed to ensure greater consistency in processing.

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

packages will be provided upon award of the contract.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPR's), is not permitted in the performance of this contract for any position that involves access to or development of any DHS IT system. DHS will consider only U.S. Citizens and LPR's for employment on this contract. DHS will not approve LPR's for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the Contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPR's, those requirements shall be clearly described.

#### 21.4. Continued Eligibility

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

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

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

The Contractor shall report any adverse information coming to their attention concerning contract employees under the contract to DHS' Security Office. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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

#### 21.5. Employment Eligibility

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees to include financial responsibility for all damage or injury to persons or property resulting from the acts or omissions of the Contractor's 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 shall ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

#### 21.6. Security Management

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

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

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

#### 21.7. Information Tech Technology Security Clearance

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

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

## 21.8. Information Technology Security Training and Oversight

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

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

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

## 21.9. Minimum Computer and Telecommunications Security Requirement

### 21.9.1. General

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

### 21.9.2. C&TS In the System Development Life Cycle (SDLC)

C&TS activities in the SDLC are outlined in each current version of the SDLC Manual. The Contractor shall assist the appropriate ISSO with development and completion of all security related activities contained in the SDLC. These activities include development of the following documents:

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

- **Contingency Plan (CP):** This plan describes the steps to be taken to ensure that an automated system or facility can be recovered from service disruptions in the event of emergencies and/or disasters.
- **Risk Assessment (RA):** This document identifies threats and vulnerabilities, assesses the impacts of the threats, evaluates in-place countermeasures, and identifies additional countermeasures necessary to ensure an acceptable level of security.
- **Security Test and Evaluation (ST&E):** This document evaluates each security control and countermeasure to verify operation in the manner intended. Test parameters are established based on results of the RA.
- **Certifier's Statement** *The certification phase and statement testifies that the correct and effective implementation security controls are in place.*

#### 21.9.3. Security Assurances

All statements of work and contract vehicles shall identify and document the specific security requirements for outsourced services and operations that are required by the Contractor. Outsourced services and operations shall adhere to the Department's security policies. The security requirements shall include how the Department's sensitive information is to be handled and protected at the Contractor's site, including any information stored, processed, or transmitted using the Contractor's computer systems, the background investigation and/or clearances required, and the facility security required. At the expiration of the contract, statements of work and contract vehicles shall require the return of all sensitive Department information and IT resources provided during the life of the contract and certification that all Department information has been purged from any Contractor-owned system used to process Department information. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

#### 21.9.4. Data Security

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

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

and vulnerability assessment must be performed to determine if threats to the SBU exist. If it exists, data encryption must be used to mitigate such threats.

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

The Contractor shall implement and enforce technical controls for fax technology and systems (including fax machines, servers, gateways, software, and protocols) that transmit and receive Sensitive information. Fax servers will be configured to ensure that incoming lines cannot be used to access the network or any data on the fax server.

#### 21.9.5. Voice Communication Security

In the case of implementing any Voice Over Data Network (VOIP) technology, Contractor shall conduct risk assessments and security testing and provide business justification for their use. Any IT systems that employ this technology must be certified and accredited for this purpose with residual risks clearly identified in the Accreditation Package.

Voice over data network implementations shall have sufficient redundancy to ensure network outages do not result in the loss of both voice and data communications. Contractor shall ensure appropriate identification and authentication controls, audit logging, and integrity controls are implemented on every component of their voice over data networks. Ref: To meet DHS 4300A document, Page21, Section 4.5.4 "Voice over Data Networks."

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## 22. TRAVEL

Travel is a normal part of managing a distributed operation. This is particularly true given that the Contractor's program manager shall be located in the Washington, D.C. metropolitan area. The Contractor shall be required to attend quarterly meetings at meeting sites determined by USCIS, and can anticipate significant program interaction with USCIS NCSC staff. USCIS will not reimburse the Contractor discretely for costs for travel included in this PWS. The Contractor should embed its travel costs in its CLIN volume price proposal. This gives the Contractor the ability to make its own decisions with respect to travel necessary to managing its operations and managing this contract.

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## 23. HISTORICAL CALL VOLUME AND CALL AVERAGE HANDLING TIME

The chart below reflects the total call volume received by the NCSC from October 2003 through August 2005. The volume represented reflects both English and Spanish inquiries as well as TDD call. Spanish Calls currently represent approximately 25% of all inquiries.

Month/Year	Total Call Volume	Calls Completed by IVR	Live Assistance Requests	AHT
August-05	1,885,263	962,906	922,357	4.9
July-05	2,278,227	1,019,602	1,258,625	4.4
June-05	1,924,256	965,192	959,064	4.4
May-05	1,611,649	872,343	739,306	4.4
April-05	1,787,269	928,910	858,359	4.5
March-05	1,772,380	955,773	816,607	4.5
February-05	1,562,340	868,793	693,547	4.5
January-05	1,861,892	894,392	965,569	4.6
December-04	1,381,937	795,908	586,029	4.4
November-04	1,538,232	843,671	694,561	4.6
October-04	1,554,721	756,564	798,157	4.7
September-04	1,598,056	734,138	863,918	4.7
August-04	1,805,463	771,560	1,003,903	4.7
July-04	1,867,750	866,229	1,001,521	4.7
June-04	1,821,663	783,030	1,038,633	4.7
May-04	1,588,941	708,801	880,140	4.5
April-04	1,773,834	759,821	1,014,013	4.5
March-04	2,607,551	1,186,005	1,421,546	4.7
February-04	2,049,866	990,195	1,059,671	4.4
January-04	1,861,892	896,323	965,569	4.4
December-03	1,302,428	659,134	643,294	4
November-03	1,280,111	719,332	560,778	4
October-03	1,507,914	793,124	714,790	4

Call volume is a major cost driver. Call volume varies throughout a day, and across days and weeks. While historical trending data can assist the Contractor in planning, the Contractor accepts the risk of the effect of variations in call demand. USCIS guarantees a minimum floor for pricing purposes of 400,000 live assistance calls per month available collectively to Tier 1 Contractors, but USCIS may adjust this floor up or down with 30 days advance notice via modification to the task order. This floor shall apply each month after the collective Tier 1 vendors under this contract actually handle 400,000 live assistance calls. USCIS reserves the right to establish a maximum volume per day of live assistance calls to be handled. If call volume exceeds such a set maximum the Average Speed of Answer, Abandonment rate and related performance metrics will be adjusted for those days consistent with the extent to which volume exceeded the ceiling.

AHT is a critical determinant in pricing. For the purpose of this contract, the USCIS requires all potential offerors to develop technical and pricing proposals using an average handling time of 4.58 minutes, which is considered a reasonable baseline based on history.

AHT may change during the life of the contract. A number of variables can simultaneously influence AHT, and thus cause it to change. Content and service changes stipulated by the USCIS can change AHT, as can a large variety of factors controlled by the Contractor. If USCIS determines a quarterly average fluctuation in AHT from the initially set level, the Contractor and USCIS will equally share in the change in costs based on the volume CLIN pricing structure relative to the baseline AHT of 4.58 minutes. This CLIN pricing relative to initial set pricing levels will be adjusted contractually if AHT increases or decreases by more than 2% on a quarterly basis by one-half the change relative to the baseline of 4.58 minutes. Thus, for example, if AHT drops from 4.58 to 4.2, a drop of 8.297% from the base AHT, CLIN pricing levels would be adjusted downward for that quarter by one-half the change, or by 4.148%. If in the following quarter they rose to 4.4, since, relative to the 4.58 baseline this is a difference of 3.930%, for that quarter CLIN pricing levels would be adjusted downward from the 4.58 baseline by half that amount, or 1.965%.

This cost sharing element does not, however, exist in the contract under which the NCSC is currently operating.

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#### 24. ADDITION OF SERVICES

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USCIS is open to expanded service models at contract inception or during the life of the contract designed to reduce Average Handle Time (AHT) without diminishing service, for example offering to e-mail or mail FAQ scripts to customers after the relevant information subject is identified. Additional services offered in a proposal must be identified, and costs for such additional service must be imbedded in the CLIN structure of pricing by call volume. To the extent these strategies reduce AHT, the Contractor and USCIS will share in the savings. USCIS is also open to options where the Contractor would provide '900' service domestically or internationally using the same scripts and procedures for customers who prefer to not use IVR's, and potentially for callers using rotary phones, with a delineated percentage of gross revenue shared with the USCIS.

USCIS may also expand services under this contract via modification to the task order to include web-based interactive information and customer service support, and/or other related services.

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#### 25. KICK-OFF MEETING

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The Contractor shall meet with the Contracting Officer, COTR and NCSC PM within five (5) working days of contract award. This meeting will be held to identify a primary POC, and to discuss scope, task(s), and understanding of technical approach in the format of a Project Plan.

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26. KEY PERSONNEL

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The Contractor shall assign to this contract the key personnel, including IT and Telecommunications personnel, necessary to performing the function of overseeing each site and its collective operations under this contract. The program manager shall be responsible for hiring, training and oversight of the day-to-day activities, working with USCIS officials, shall be the primary management point of contact with the USCIS, shall ensure that all sites are adhering to the PWS and requirements. The Program Manager, and other key personnel shall be determined by the Contractor.

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27. LIABILITY OF INFORMATION

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The Contractor shall be solely responsible for damages suffered by the public that result from the use of information not previously approved by USCIS during the performance of this contract.

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28. ORGANIZATIONAL CONFLICT OF INTEREST

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The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

Prior to commencement of any work, the Contractor agrees to notify the CO immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the CO any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor shall immediately make a full disclosure in writing to the CO. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the CO of any contrary action to be taken.

**Remedies** - USCIS may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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**29. PERIOD OF PERFORMANCE**

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The base period of performance of this task order contract will commence with the start date stated in the Notice to Proceed after the full phase-in and transition period is completed and continue for one year. There are four (4) one-year options under the contract. The option years shall commence on the anniversary date of the base period and continue for 365 days (366 days for leap years). The Government has the unilateral right to exercise the options under the contract. If the Government intends to do so it shall send a notice of intent to the Contractor within 60 days prior to contract expiration. The total possible length of the contract is 60 months from the beginning of the base period.

SECTION II  
CONTRACT CLAUSES

The following clauses shall be applicable to the contract.

A. 52.212-4 Contract Terms and Conditions—Commercial Items OCT 2003

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the contractor may not assign its rights to receive payment under this contract.
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**(g) Invoice.**

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must 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 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.**
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.**

**(h) Patent indemnity. The Contractor shall indemnify the Government and its officers,**

employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

- (i) **Payment.**
  - (1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
  - (3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
  - (5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
  
- (j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
  
- (k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.
  
- (l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right

to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) **Limitation of liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services;
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
  - (3) The clause at 52.212-5;
  - (4) Addenda to this solicitation or contract, including any license agreements for

- computer software;
  - (5) Solicitation provisions if this is a solicitation;
  - (6) Other paragraphs of this clause;
  - (7) The Standard Form 1449;
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) **Central Contractor Registration (CCR).**
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
  - (2)
    - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
    - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
  - (3) The Contractor shall not change the name of address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be

incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

**B. Addendum One - Contract Terms and Conditions - Commercial Items**

**1. Submission of Invoices**

The USCIS/NCSC will pay for services rendered under this contract satisfactorily performed. The Contractor shall submit the invoice on a monthly basis by the 15<sup>th</sup> working day following the end of the month and include the required information with the actual services performed at the agreed to contract price. Submit invoices in an original and one (1) copy. To constitute a proper invoice, the invoice must include the following information and attached documentation:

- (a) Name of the business concern.
- (b) Invoice date.
- (c) Contract task order number.
- (d) Description, price, and quantity of services actually rendered.
- (e) Payment terms.
- (f) Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (g) Other substantiating documentation or information as required by the contract.

The original invoice and copy shall be sent to the COTR for certification and the COTR will in turn forward to the Contracting Office. The Contracting Officer will forward the invoice to the Dallas Finance Center for payment. Payments will be processed in accordance with Clause 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration or by U.S. Treasury check issued within 30 days after receipt of a proper and acceptable invoice.

**2. Task Orders/Modifications**

The Contractor shall be authorized to commence performance only following issuance of a task order. The individuals authorized to issue orders under this contract are identified as CIS Burlington Contracting Office Contracting Officers. The Contractor shall not accept any modification of the Schedule, Provisions, Clauses of this contract issued by any person other than a CIS Contracting Officer. The Contracting Officer reserves the right to issue administrative changes to the contract unilaterally as well as make changes using the "Changes" clause which affords the Contractor an opportunity to request an equitable adjustment.

**3. FAR 52.216-18 Ordering** OCT 1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the

Schedule. Such orders may be issued from the date of contract award through the expiration date of the base year, and for the option year timeframes stated in the Schedule during the option years.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

4. FAR 52.216-19 Order Limitations OCT 1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the guaranteed minimum number of calls per month, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum Order. The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of 15% of the maximum number of calls per month in the Schedule.
  - (2) Any order for a combination of items in excess of 15% of the maximum number of calls per month in the Schedule.
  - (3) A series of orders from the same ordering office within (1) week that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

5. FAR 52.216-22 Indefinite Quantity OCT 1995

- (a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at

- least the quantity of supplies and services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
  - (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the current contract period of performance.

(End of clause)

6. FAR 52.217-9 Option to Extend the Term of the Contract MAR 2000
- (a) The Government may extend the term of this contract by written notice to the Contractor within the period specified in the Schedule; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
  - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
  - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

7. FAR 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 the period specified in the Schedule.

(End of clause)

8. Evaluation of Performance for Contractor Performance Reports
- Past performance information is relevant information regarding a Contractor's actions and conduct on previously awarded contracts. It includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.
- For active contracts valued in excess of \$100,000.00 dollars, the Federal Acquisition Regulation (FAR) requires federal agencies to prepare Contractor performance evaluations (report cards).

Report cards are completed and forwarded to the Contractor for review within thirty (30) calendar days from the time the work under the contract is completed. Interim evaluations by the Contracting Officer may be completed as necessary. The Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information which will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

**9. Contract Administration**

After award, the contract will be administered by the Administrative Contracting Officer.

The Contractor shall, after receipt of the contract, direct all questions concerning the contract to:

Administrative Contracting Officer  
Department of Homeland Security  
Office of Procurement Operations  
CIS Burlington Contracting Office  
70 Kimball Avenue  
South Burlington, VT 05403-6813

**10. Contracting Officer's Technical Representative (COTR)**

COTR's are designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, they shall not be authorized to change any terms and conditions of the resultant contract, including price. The COTR is authorized to certify (but not to reject or deny) invoices for payment. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

HSAR Clause 3052.242-72 Contracting Officer's Technical Representative DEC 2003

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

(End of Clause)

11. This contract incorporates Section VI – Offeror Representations and Certifications – Commercial Items by reference with the same force and effect as if they were included in full text. This contract also incorporates contractor's proposal by reference.

12. FAR 52.222-42 Statement of Equivalent Rates for Federal Hires May 1989  
 In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

<u>Employee Classification</u>	<u>Monetary Wage</u>	<u>Fringe Benefits</u>
Clerk GS-303-1/2	\$7.93	32%

13. HSAR Provision 3052.209-70 Prohibition on Contracts with Corporate Expatriates DEC 2003

(a) Prohibitions.

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

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

(b) Definitions. As used in this clause:

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

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

- (1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity 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 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 of paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

- (c) **Special rules.** The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
- (1) **Certain stock disregarded.** For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
- (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.
- (2) **Plan deemed in certain cases.** If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) **Certain transfers disregarded.** The transfer of properties or liabilities (including the contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) **Special rule for related partnerships.** For purposes of applying section 835(b) of Public Law 107-297 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;
  - (v) Others similar interests.
- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) **Disclosure.** By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security

Act, Public Law 107-296 of November 25, 2002.

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

(End of provision)

14. HSAR 3052.237-71 Information Technology Systems Access for Contractors (DEVIATION) NOV 2004

- (a) "Sensitive Information" means information that is:
- (1) Protected Critical Infrastructure Information (PCI) as described in the Critical Infrastructure Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCI Procedures Manual; or
  - (2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or
  - (3) Sensitive But Unclassified Information (SBU), which consists of any other unclassified information which:
    - (i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,
    - (ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.
- (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, insubordinate, 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.

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 personnel who are non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

- (g) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
- (h) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COTR will arrange, and complete any nondisclosure agreement furnished by DHS.
- (i) The Contractor shall have access only to those areas of DHS Organizational Element (OE) information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. 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.
- (j) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).
- (k) 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.
- (l) 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 Organizational Element or designee, with the concurrence of the Office of Security and Department's CIO or designee. In order for a waiver to be granted:
  - (i) 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.
  - (ii) All required security forms specified by the Government and any necessary background check must be satisfactorily completed.
  - (iii) There must be a compelling reason for using this individual as opposed to a U.S. citizen.
  - (iv) The waiver must be in the best interest of the Government.

(End of clause)

15. HSAR Clause 3052.237-72 Contractor Personnel Screening for DEC 2003  
Unclassified Information Technology Access

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

(End of clause)

C. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items JUL 2005

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 

[Contracting Officer shall check as appropriate.]

  - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
  - (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
  - (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - (4)(ii) Alternate I (Mar 1999) of 52.219-5.
  - (4)(iii) Alternate II (June 2003) of 52.219-5.
  - (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
  - (5)(ii) Alternate I (Oct 1995) of 52.219-6.
  - (5)(iii) Alternate II (Mar 2004) of 52.219-6.
  - (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C.

- 644).
- \_\_\_ (6)(ii) Alternate I (Oct 1995) of 52.219-7.
  - \_\_\_ (6)(iii) Alternate II (Mar 2004) of 52.219-7.
  - \_X\_ (7) **52.219-8, Utilization of Small Business Concerns** (May 2004) (15 U.S.C. 637(d)(2) and (3));
  - \_X\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2005) (15 U.S.C. 637(d)(4));
  - \_\_\_ (8)(ii) Alternate I (Oct 2001) of 52.219-9.
  - \_X\_ (8)(iii) Alternate II (Oct 2001) of 52.219-9.
  - \_\_\_ (9) **52.219-14, Limitations on Subcontracting** (Dec 1996) (15 U.S.C. 637(a)(14)).
  - \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (July 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_\_\_ (10)(ii) Alternate I (June 2003) of 52.219-23.
  - \_\_\_ (11) **52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting** (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  - \_\_\_ (12) **52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting** (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  - \_\_\_ (13) **52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside** (May 2004).
  - \_X\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - \_\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
  - \_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
  - \_X\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
  - \_X\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
  - \_X\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - \_X\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
  - \_X\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
  - \_\_\_ (22)(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
  - \_\_\_ (23) **52.225-1, Buy American Act—Supplies** (June 2003) (41 U.S.C. 10a – 10d).
  - \_\_\_ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005) (41 U.S.C. 10a – 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
  - \_\_\_ (24)(ii) Alternate I (Jan 2004) of 52.225-3.
  - \_\_\_ (24)(iii) Alternate II (Jan 2004) of 52.225-3.

- (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- \_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- \_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_X\_ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- \_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App.1241 and 10 U.S.C. 2631).
- \_\_\_ (35)(ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
(Contracting Officer check as appropriate.)
  - \_X\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).
  - \_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - \_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
  - (vii) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down

- required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**SECTION III**  
**LIST OF CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

**Attachment 1 – USCIS Network**

**Attachment 2 – Performance Measurements (Performance Requirements Summary)**

**Attachment 3 – Performance Assessment Plan**

**Attachment 4 – Acronyms**

**Attachment 5 – Survey Questions**

**Attachment 6 – Matrix of Deliverables**

**Attachment 7 – Past Performance Questionnaire (7 pages) (Separate document)**

**Attachment 8 – Price Offer Schedule (11 pages) (Separate document)**