

DATE OF ORDER 03/13/2009	CONTRACT NO. (if any) GS-23F-0025K	ORDER NO. HSBP1209F25159	PAGE OF PAGES 2 2
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award, you may email invoices to: **cbpinvoices@dhs.gov**.

NOTES:

The contractor shall provide program management support services to SBI in accordance with the associated Statement of Work.

Task order completed by contractor
S
(b) (6)

John D. Mayer, Vice President

Printed Name
16 MAR 2009

Date

The period of performance of this task order is as follows:

Base Period: March 14, 2009 through June 30, 2009
Option Period: July 1, 2009 through August 31, 2009

The presence of an Option Period shall not be construed by the contractor as a commitment of any kind by the government.

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NOTES:

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Task order acceptance by contractor:

Signature

Printed Name

Date

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**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1209F25159**

SCHEDULE OF SUPPLIES/SERVICES

Item Number: 00010 **Line Item (Priced/Information/Option):** P
Supplies/Services: Prg Spt Labor 03/14/09 thru 06/30/09 The key areas of support services required include, but are not limited to, the following: management office support; enterprise resource management; IT transformation and strategy; organizational change leadership; and training.

SCHEDULE of SUPPLIES and SERVICES

This is a total not to exceed amount which will consist of the following breakdown structure:



Total Labor Cost: 5,409 hours

Total Labor Cost not to exceed: \$899,480.72

Qty	Unit	Unit Price	Ext. Price
1	AU	\$899,480.7200	\$899,480.7200

Item Number: 00020 **Line Item (Priced/Information/Option):** P
Supplies/Services: Prg Spt Travel 03/14/09 thru 06/30/09 SCHEDULE of SUPPLIES and SERVICES
 Total Incidental Support costs and Travel not to exceed: \$43,508.00

Qty	Unit	Unit Price	Ext. Price
1	AU	\$43,508.0000	\$43,508.0000

Item Number: 10010 **Line Item (Priced/Information/Option):** O

Supplies/Services: Prg Spt Labor 07/01/09 thru 08/31/09 The key areas of support services required include, but are not limited to, the following: management office support; enterprise resource management; IT transformation and strategy; organizational change leadership; and training.

SCHEDULE of SUPPLIES and SERVICES

This is a total not to exceed amount which will consist of the following breakdown structure:



Total Labor Cost: 2,941 hours

Total Labor Cost not to exceed: \$492,861.50

Qty	Unit	Unit Price	Ext. Price
0		\$492,861.5000	\$0.0000

Item Number: 10020 **Line Item (Priced/Information/Option):** O

Supplies/Services: Prg Spt Travel 07/01/09 thru 08/31/09 SCHEDULE of SUPPLIES and SERVICES
Total Incidental Support costs and Travel not to exceed: \$21,747.00

Qty	Unit	Unit Price	Ext. Price
0		\$21,747.0000	\$0.0000

Total Funded Contract Value: \$942,988.72

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0900009000Z00009173SB01 SB1002525 **Amount** \$899,480.7200

Item: 00020 6100.2525USCSGLCS0900009000Z00009173SB01 SB1002525 **Amount** \$43,508.0000

DELIVERY SCHEDULE

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Deliver To: Customs and Border Protection
 Secure Border Initiative (SBInet)
 1300 Pennsylvania Ave NW Rm 7.5
 Ronald Reagan Federal Building
 Washington DC 20229

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	06/30/2009		
00020	1	06/30/2009		

A.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-6	DEC 2008	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-6	MAY 2001	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR

[End of By-Reference Clauses]

A.2 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this Task Order shall be from March 14, 2009 through June 30, 2009.
[End of Clause]

A.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding 942,988.72 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is 942,988.72 dollars.

[End of Clause]

A.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30.

[End of Clause]

A.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30; 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 6 months.

[End of Clause]

A.6 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]

A.7 SUBMISSION OF INVOICES (FEB 2008)

Copies of invoices (paper submissions) may be submitted to the following addresses OR as an alternative, to the email addresses cited below:

1. Payment Center:

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
P. O. Box 68908
Indianapolis, Indiana 46268

OR as an alternative:

Email: cbpinvoices@dhs.gov

2. Contracting Officer's Technical Representative (fill in at time of award):

DHS/U.S. Customs and Border Protection
Attention: (b) (6)

DHS, U.S. Customs and Border Protection
1300 Pennsylvania Avenue, N.W.
Washington, DC 20229
Blank

OR as an alternative:

Email: (b) (6) @dhs.gov

3. Contracting Officer (or Contract Administrator)(fill in at time of award):

DHS/U.S. Customs and Border Protection
Attention: Herman T. Shivers
DHS, U.S. Customs and Border Protection
1300 Pennsylvania Avenue, N.W.
Washington, DC 20229
Blank

OR as an alternative:

Email: (b) (6) @dhs.gov

To constitute a proper invoice, the invoice shall include all the items required by Federal Acquisition Regulation (FAR) 32.905.

[End of Clause]

A.8 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.
- (b) The nature of this conflict is that the Contractor may not be in situations where performance under this contract may put the Contractor in a position to favor its own products or capabilities; access to pre-acquisition planning information, for services in which the contractor would be interested in submitting a bid or proposal; sharing source selection information with other vendors/clients as well as access to other contractors' (or potential competitors') proprietary information. The Contractor may be excluded from participating in future Department of Homeland Security procurement in accordance with the requirements of Subpart 9.5 of the Federal Acquisition Regulations..
- (c) The restrictions upon future contracting are as follows:
 - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

A.9 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with--
- (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and
 - (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

[End of Clause]

A.10 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

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

[End of Clause]

A.11 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

A.12 SECURITY PROCEDURES (MAY 2003)

A. Controls

The Contractor shall comply with the U.S. Customs & Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

B. Identification Badges

All Contractor employees shall be required to wear identification badges when working in Government facilities.

C. Security Background Data

A Contractor employee shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP, Security Programs Division. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared.

Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status.

The following security screening requirements apply to both U. S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall

consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement.

Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

D. Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

F. General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

G. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement as a condition to access of sensitive but unclassified information.

[End of Clause]

DEPARTMENT OF HOMELAND SECURITY (DHS) BUREAU OF
CUSTOMS AND BORDER PROTECTION (CBP)

PERFORMANCE WORK STATEMENT (PWS)

SECURE BORDER INITIATIVE (SBI_{net}) SUPPORT

SERVICES

2009

Revision one - March 11, 2009

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2. INTRODUCTION AND BACKGROUND

CBP is the agency responsible for security the borders of the United States while simultaneously facilitating the flow of legitimate trade and travel. CBP is the guardians of our nation's borders. CBP is America's frontline. CBP safeguards the American homeland at and beyond our borders. CBP protect the American public against terrorists and the instruments of terror. CBP steadfastly enforce the laws of the United States while fostering our nation's economic security through lawful international trade and travel. CBP serves the American public with vigilance, integrity, and professionalism.

CBP Strategic Goals are preventing terrorism; unifying as one border agency; balancing trade and travel with security; protecting America; modernizing and managing for results.

A critical component of the strategy to control U.S. border is the Department of Homeland Security's plan to launch a comprehensive program to transform border control technology and infrastructure. The goal of SBInet is to field the most effective mix of current and next generation technology, infrastructure, staffing, and response platforms. SBInet will integrate multiple state-of-the-art systems and traditional security infrastructure into a single comprehensive border security suite for the Department. As the executive agent for the SBInet investment, CBP will lead, manage and collaborate with the integrator to implement this aggressive program.

SBInet will support a border security awareness capability that will reduce the United States of America's vulnerability to terrorism and protect national interests while enhancing DHS's border security and control mission; 2) Support DHS's strategic, operational and tactical decision-makers; 3) Provide DHS and CBP with the optimum mix of personnel, technology, infrastructure and respond to breaches of the international borders with Canada and Mexico to bring the situations to the appropriate law enforcement resolution; 4) Provide the decision support information to support a DHS common operational picture (COP) and an accurate assessment of the operational environment; and 5) Provide members of the border enforcement community with the information necessary to support homeland security strategies and plans for unity of effort.

The Program Management Office (PMO) of SBI is a leader within the DHS Information Technology (IT) community. CBP has a well-established network of legacy systems, and has a need to balance continued, uninterrupted operation with the integration of planned new systems and the likely retirement of certain legacy components. In addition, CBP is a steward in providing data center services and network services to DHS, and has a strong interest in

continuing to provide first rate services as a result of its modernization efforts.

Modernization programs often grow in isolation and have the potential for redundancy in functions accompanied by gaps in and between services. This can impact end-to-end service integration and limit synergies across components and programs due to the increased complexity when integration opportunities arise. Further, due to the 'stovepipe' nature of these isolated system, less impact and functional return from the IT budget is realized. To address these concerns, ensure continued success in the areas stated above, improve IT budget return-of-investment (ROI), provide architecture leadership for DHS, as well as to efficiently respond to oversight inquiries regarding capabilities and plans, CBP seeks support to create an enterprise view of CBP systems that will include all stakeholders, the information exchanges among them, and the operational business processes required to successfully support the missions that rely on its systems and services.

As the land system integrator (LSI) for SBIInet has been tasked with proposing its own solutions to the border control challenge, DHS also needs to be able to conduct an independent assessment of operational and technical requirements. These requirements must be understood and validated by the operational stakeholders to ensure mission needs are clearly identified so that the LSI can efficiently and accurately develop and implement an effective architecture. An initial System Concept Document (SCD) phase of work and its associated systems engineering artifacts should provide concepts of operation and related technical and engineering details and context that can be used by DHS, the SBI PMO, and the SBI LSI to support program advocacy, program management, detailed design, development and integration, and support to the development of test procedures and training materials. SCD can also provide a focal point for DHS to foster a 'one team' approach among its contractors to successfully define, design, develop and implement SBIInet.

3. SCOPE

The scope of this contract falls within Management Support Services (MSS). MSS includes a full range of business and technical management services that will assist CBP in the development, implementation and continuous improvement of policies, procedures, guidelines and directives. MSS is in support of the contractual need for Mission Engineering Support Services; a functional component of the SBIInet PMO. Services also include documentation and providing guidance allowing CBP to comply with the requirements of law and legislation, and operate CBP in an efficient and effective manner. Policy and planning activities include, but is not limited to, business process engineering, requirements, enterprise and program management office support, enterprise resource management, IT transformation and strategy, organizational change leadership, and training. The objectives of this contract are supported by, but are not limited to, the following areas of interest:

4. APPLICABLE DOCUMENTS

The Homeland Security Act of 2002 created the Department of Homeland Security and the Bureau of Customs and Border Protection. CBP was created as the single U.S. border agency, responsible for managing and securing the entire U.S. border, that is, all of the 300 plus ports of entry, and between the ports of entry. CBP consolidated the legacy organizations of customs, immigration, and agriculture functions at the border, under one unified chain of command.

The 1994 General Accounting Office (GAO) executive guide for Improving Mission Performance through Strategic Information Management and Technology underscores the need for Federal agencies to provide enhanced decision making at all levels, drive the simplification and automation of processes, and improve the integration of employees and customers. CBP Integration supports key elements of the President's 2002 Management Agenda. The President's vision for government reform is guided by three principles for government programs: citizen-centered, results-oriented, and market-based.

The Clinger-Cohen Act (also known as the Information Technology Management Reform Act of 1996) requires Federal agencies to establish an enterprise architecture and investment performance measures to track IT implementations.

The Government Performance and Results Act of 1993 (GPRA) holds Federal agencies accountable for achieving program results through measurement of outputs, service levels, and strategic outcomes of program activities compared to performance goals.

The Office of Management and Budget's (OMB's) Federal Enterprise Architecture (FEA) Performance Reference Model (PRM) defines the bottom-up performance measurement requirements that all Federal agencies must meet as of FY '05. It defines six areas under which all performance measures will be categorized, leaving it up to each agency to define the specific measures for these categories. These measures must provide a line-of-sight from detailed performance measures to high-level strategic intents. Performance scorecards assess progress toward achieving strategic outcomes of the FEA PRM.

5. PERFORMANCE REQUIREMENTS

The contractor shall be available, at a minimum, between the hours of 8 a.m. to 5 p.m. Eastern Standard Time (EST). Alternative hours of work are available via approval of the Contracting Officers Technical Representative (COTR). The contractor shall notify the COTR the alternative working hours and request approval. The contractor shall only work alternative hours once approval has been granted by the COTR. The contractor shall work necessary hours, days, and shifts, including weekends and holidays, to meet all performance standards listed herein. The contractor shall get approval from the COTR to work more than 40 hours in a given work week.

The contractor shall attend, participate in, and provide input to various meetings, briefings, conferences, and teleconferences with contractors and Government representatives. The contractor may initiate teleconferences, especially when unusual or unexpected situations arise.

During weekly functional or ad-hoc meetings, the contractor shall prepare an agenda, participate, scribe, and send out meeting minutes to all participants. The contractor shall participate in addressing topics, which include, but are not limited to, meeting performance standards, concerns and/or issues.

The contractor shall provide a bi-monthly update and report to the COTR regarding the status of the contract. The contractor shall prepare an agenda, participate, scribe, and send out meeting minutes to the COTR. The contractor shall participate in addressing topics, which include, but are not limited to, overall status of the contract, contractor performance, burn rates, meeting performance standards, concerns and/or issues, and accomplishments over the reporting period. The bi-monthly report shall be submitted electronically on the first and 15th of each month.

The contractor shall conduct an operational analysis and develop a concept of operations. The contractor shall review all relevant organizational and contractor documentation and deliver a baseline of understanding of SBInet, its stakeholders, goals and objectives, and the LSI proposed solution. The contractor shall identify SBInet's suppliers, customers, and partners and shall identify system interfaces and transactional information flows between them, enterprise rules of engagement for sharing enterprise data, and information sharing requirements to operational and other key mission-related activities. The contractor shall identify interfaces that currently exist and define "to be" interfaces that need to be created within the new enterprise system.

6. EVALUATION

The contractor shall support the Government with validating existing requirements and defining new requirements for SBInet in accordance with the investment's mission to deter, detect, identify, classify, and respond effectively and efficiently to the entry, and bring the situation to the appropriate law enforcement resolution. The contractor shall help coordinate support, document workshops and key areas within risk analysis, gap analysis, solution evaluation, traceability and work group facilitation. The contractor shall enter all requirements captured into a requirements management tool for configuration control. The contractor shall maintain matrices and the linkage to CBP's operational business processes. The contractor shall provide ongoing requirements baseline maintenance over the lifespan of the LSI's implementation. The contractor shall support the Government to ensure consistency with FEA and DHS EA requirements as well as identify opportunities to leverage their approach to improve mission, program, and investment value. The contractor shall operate and conduct activities that span across, but are not limited to, strategic diagnostics, baseline analysis/ recommendations, "as-is" and "to-be" strategies, reporting, audit findings, compliance, as well as performance, business,

service, data and technical reference areas.

The contractor shall develop simulated process models that can be used to assess the LSI proposed workflows. The contractor shall review key algorithms and assumptions employed in the simulation and link key functional system activities to enable the Government to verify that the LSI system correctly supports CBP's operational role. The contractor shall develop a multidimensional requirement view set per task order defined by the PMO working with the LSI. The contractor shall analyze each activity for the specified delivery phase; assess the LSI multidimensional architecture segmented across an operations, business, and data layer. The contractor shall use and develop from industry standards, frameworks, and methodologies.

The contractor shall provide technical and programmatic support to assist with all aspects of planning for IT enhancements, engineering solutions, fielding and operating IT systems, and resources planning and allocation. The contractor shall provide policy support to review, consolidate and support the development of domestic, international and department policy in accordance with program and department requirements. The contractor shall also provide technical support and assistance to CBP for assessment of IT policies, standards, guidelines or procedures to ensure a balance of security and operational requirements. The contractor shall conduct planning function reviews, development, and consolidate strategic, tactical and operational plans, including requirements definition and mission integration. The contractor shall provide a performance matrix. The contractor shall support the Government with developing a performance matrix and assisting the Government in the development of performance standards (e.g. completeness, cost, reliability, accuracy, timeliness, and quality) for each task/deliverable that is within scope of this contract.

The contractor shall provide and maintain a quality control plan (QCP), acceptable to the Government, for measuring, tracking, analyzing, reporting, and implementing preventive and corrective actions required to meet the performance standards. The plan shall emphasize deficiency prevention over deficiency detection and correction.

The plan shall detail the contractors partnering approach with the Government. The QCP shall include methods to measure actual performance against performance standards, control and audit procedures to identify areas adversely affecting contract performance, an approach to continuously improve quality and timeliness, a problem identification and resolution process and a method for monitoring corrective action, recording-computing-accumulating -maintaining and providing access to performance measurement data so that the contractor and the Government can use it for analysis and decision-making, a method to monitor the implementation of and adherence to compliance documents-recommendations, and a method to monitor the accuracy and completeness of data collected.

The contractor shall support the Government with the development of a service level agreement. The contractor shall assist the Government in the development of a formal written agreement of desired outcomes, required services, performance standards, acceptable quality levels, monitoring methods, incentives/ disincentives.

Accuracy - Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style. All deliverables shall conform to the appropriate DHS Directive or OMB circular.

Clarity - Deliverables shall be clear and concise; engineering terms shall be used, as appropriate. All diagrams shall be easy to understand and relevant to the supporting narrative.

Specifications Validity - All Deliverables shall satisfy the requirements of the Government as specified herein.

Timeliness - Deliverables shall be submitted on or before the due date specified. The COTR shall be notified prior to the due date in the event that this cannot be met.

7. GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Within 10 days Post award, the Government will furnish the following information: 1) CBP System Life Cycle Handbook, 2) CBP Directive Number 51715-006 Separation Procedures for Contractor Employees (CF-242), 3) CBP Process Asset Library, 4) CBP Enterprise Architecture Reference Model Documentation, 5) CBP System and Engineering Documentation, and 6) CBP Security Policies and Procedures Handbook CIS HB 1400-05B. Post award, the Government will provide the contractor with semi-private work areas equipped with a workstation having access to laser printers, telephones, and general office supplies. Work may be performed off-site. Any off-site work shall be coordinated and approved by the COTR.

The Government will provide access to appropriate resources within CBP facilities, including, but not limited to: vendors-developers-consultants, appropriate work space, hardware, software, network connections, test and live data. Support of this contract may also require travel to various CBP locations throughout the world. The primary location for work :

Bureau of Customs and Border Protection
1300 Pennsylvania Ave., NW
Washington, DC 20229

Bureau of Customs and Border Protection
1331 Pennsylvania Ave., NW,
(National Place) Washington, DC 20229

Bureau of Customs and Border Protection
7681 Boston Boulevard, NDC-1
Springfield, VA 22153

Bureau of Customs and Border Protection
7501 Boston Boulevard, NDC-2
Springfield, VA 22153

7400 Fullerton Road, NDC-3
Springfield, VA 22153

Bureau of Customs and Border Protection
7451 Boston Boulevard, NDC-4
Springfield, VA 22153

Bureau of Customs and Border Protection
7435 Boston Boulevard, NDC-5
Springfield, VA 22153

Bureau of Customs and Border Protection
2850 Eisenhower Avenue
Alexandria, VA 22314

Bureau of Customs and Border Protection
1801 N. Beauregard Boulevard
Alexandria, VA 22311

Bureau of Customs and Border Protection
7375 Boston Boulevard, Boston's
Springfield, VA 22153

Bureau of Customs and Border Protection
7971 Kingstown Village Parkway, Suite 500
Springfield, VA 22315

The performance period is for three and a half (3.5) months beginning March 14, 2009 through June 30, 2009. There is a two (2) month option July 1, 2009 through August 31, 2009. The base performance period will commence as outlined within the contract.

The contractor shall comply with the CBP administrative, physical and technical security

controls to ensure that the Government's security requirements are met. During the course of this contract, the contractor shall not use, disclose, or reproduce data other than as required in the performance of this contract. Work performed will be governed by unclassified, confidential, secret or top secret classification levels. All information made available to the contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract. The contractor will be requested to sign non-disclosure statements.

8. QUALITY ASSURANCE SURVEILLANCE PLANS (QASP)

All personnel employed or subcontracted by the contractor and/or responsible to the contractor for work performed hereunder shall either currently possess or be able to favorably pass a full field five (5) year background investigation required by CBP policies and procedures for employment. This policy applies to any new personnel hired as replacement(s) during the term of this contract.

The information must be correct and reviewed by the designated CBP Security Official for completeness. Normally, information requested for a background investigation consists of SF-85P, "Questionnaire for Public Trust Positions" or SF-86, "Questionnaire for Sensitive Positions (For National Security)" TDF 67-32.5, "U.S. USCS Authorization for Release of Information", FD-258, "Fingerprint Chart" and a Financial Statement. Failure of any contract personnel to successfully pass a background investigation shall be cause for the candidate's dismissal from the project and replacement by a similar and equally qualified candidate as determined and approved by the COTR.

Post award and when applicable, the CBP assigned COTR of record shall be responsible for processing the "Department of Defense, Contract Security Classification Specification (DD254)" on behalf of the contractor. The DD254 will authorize the contractor to conduct additional background investigations for assigned personnel required to access SCI facilities and/or classified National Security information and applies to any and all personnel hired as replacements during the term of the contract.

The contractor shall immediately notify the COTR of any personnel changes. This includes, but is not limited to, resignations, terminations, and reassignments.

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees (CF-242)" the contractor is responsible for ensuring that employees or subcontractors separating from the agency complete the relevant portions of the CF-242. This requirement covers all employees or subcontractors who depart while the contract is still active (including resignation, termination, etc.) or upon final completion of this contract. Failure of a contractor to properly comply with these requirements shall be documented and considered when completing contractor performance reports and/or evaluations.

The contractor shall notify the COTR of any changes in access requirements for its personnel no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to another contract. The contractor shall be responsible for the completion and timely submission to the COTR of the CF242 for all departing contract personnel

The contractor shall be required to wear CBP identification badges at all times when working in Government facilities. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The contractor shall conform to all security policies contained in the U.S. Customs and Border Protection Security Policies and Procedures Handbook, CIS HB 1400-OSB. This performance-base QASP sets forth the procedures and guidance that the Government will use in evaluating the technical performance of the contractor. The QASP will be used as a Government document to enforce the inspection and acceptance of work performed within this PWS. **The Government reserves the right to make changes to this QASP during the contract performance period.**

The Government will perform random sampling, periodic inspection, and contractor self-reporting methods for monitor and inspection of work performed that is within scope of this performance work statement. How these methods will be performed will be provided post award as agreed upon between the Government and the contractor.

The Contracting Officer's Technical Representative (COTR) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the contractor.

The Contracting Officer (CO), or his/her representative, will be responsible for the day to-day monitoring of the contractor's performance in the area of contract compliance, contract administration, cost control; reviewing the COTR and/ or CO's assessment of the contractor's performance.

10. OTHER

The contractor shall provide the COTR with monthly timesheets for approval and signature. Services shall be invoiced monthly for the hours worked. All timecards presented for COTR approval shall be services rendered within the scope of this PWS.

The contractor shall provide the COTR with a weekly report with an overview of work accomplished the previous week and work scheduled for the upcoming week. These reports will be deemed accepted upon delivery. This report can be changed at the discretion of the COTR and will be defined upon the outset of this award.

The contractor shall submit ad hoc reports when requested by the COTR. These ad hoc reports can cover, but are not limited to such areas as 1) trip reports, 2) meeting agenda reports, and 3) meeting minutes.

All reports shall be delivered in softcopy electronic format. Softcopies shall be delivered utilizing Microsoft Office file formats. The contractor shall submit all reports electronically to the COTR or designated Government employees' electronic mail address. In the event the system is unavailable or not accessible due to a system malfunction, the contractor shall submit all reports in a typewritten format to be followed simultaneously with an electronically transmitted copy as soon as the electronic mail system becomes available.

The contractor shall typically work 8 hours a day, 5 days a week, but may be required to work beyond this typical schedule. The contractor shall observe a consistent tour of duty of 40 hours per week, Monday through Friday, with core hours from 9:30 AM until 4:00 PM; any alterations to the work schedule shall be negotiated with the COTR. The contractor shall be available for weekend and after hours work as directed by the COTR and may be called upon for after-hours emergencies. The contractor shall be present during core hours and have an appropriate set of skill sets to support the activities listed within each of the functional areas identified.

The contractor shall not work more than 40 hours a week without prior approval from the COTR. Approved overtime hours shall be invoiced at the normal hourly rate.

The contractor shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for their employee's performance and the quality of their services.

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period. Except for designated around-the-clock or emergency operations, the contractor will not, without written consent from the COTR, be able to perform on site under this contract with CBP on the holidays set forth above. The contractor shall not charge any holiday as a direct charge to the contract. In the event that the contractor performs work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event the Government grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed; however, the contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the COTR. In each instance when the site is closed to the contractor as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the contractor shall direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the contractor for the period of any such site closure

Work may only be performed on a Federal holiday and/or at the contractor's site with written consent of the COTR.

The contractor shall ensure that its employees will identify themselves as employees of their respective company while working at CBP. For example, the contractor shall introduce themselves and sign attendance logs as employees of their respective companies.

The contractor shall ensure that their personnel use the following format signature on all official e-mails generated on Government furnished equipment:

[Name]
[Position or Professional Title] [Company
Name]
Supporting the XXX Division/Office ... US
Customs and Border Protection [Phone]
[FAX]
[Other contract information as desired]

The contractor personnel may be required to travel to support the requirement of this contract. The contractor shall coordinate specific travel arrangement with the COTR to obtain advance, written approval for the travel about to be conducted. The contractor's request for travel shall be in writing and contain the dates, location and estimate cost of the travel. Cost associated with Contractor travel shall be in accordance with FAR part 31.205-46--- Travel Costs.

There are no ODC's, other than travel, anticipated under this contract. ODC's other than travel shall be coordinated and approved by the CO and COTR prior to activity.

Monthly invoices shall be submitted for all costs accrued during the monthly reporting period. The monthly reporting period may be a calendar month or any other period used by contractor as a billing cycle, provided that this billing cycle has no fewer than 28 and no more than 31 days in it.

Invoices shall separately identify costs for each task order or modification. Invoices shall include copies of all contractor time sheets. Invoices will be rejected if not supported by contractor time sheets. Time sheets shall be submitted electronically (preferred) no later than receipt of the invoice. Hard copies of time sheets are acceptable but not preferred.

Invoices for the cost of any subcontractor shall be submitted separately if there is any delayed billing for the hours worked by the subcontractor. Invoices for subcontractor hours shall reflect the actual dates the subcontractors performed their work and shall not be consolidated into the contractor invoices with differing periods of performance.

Bureau of Customs and Border Protection National Finance Center Accounts Payable Invoice Team

P.O. Box 68908, Indianapolis, IN 46268

Copies of the invoices shall also be submitted to the Contracting Officer (CO) and COTR, either in hard copy or electronically by email. Copies of time sheets should be submitted to the COTR with the invoices. Time sheets shall not be submitted to the Accounts Payable Invoice Team or to the CO. Invoices shall be submitted within ten working days of the end of the contractor accounting cycle.

Invoices shall contain, at a minimum, the following information: 1) company name and address, 2) name and address of person to whom payment is to be sent, including Electronic Funds Transfer (EFT) information, 3) name, title, and phone number of person to notify in the event of invoice issues, 4) the period being invoiced, this must include the beginning and end dates (dd/mm/yyyy format) of the calendar month or billing cycle period being invoiced, 5) contract number, 6) task order number (or task order modification number), 7) total value of task order (or task order modification value), 8) task order period of performance, 9) monthly tabulation as follows: a) monthly hours by labor category broken out within each labor category monthly hours by individual employee, b) labor category rates, c) total cost by labor category and by individual employee, d) subcontractor designator, 10) summary tabulation as follows, a) summary hours, to date, by labor category, b) labor category rate, c) total cost, to date, by labor category, and 11) certification by a competent company official that this invoice contains all accrued cost for the month to the best of the official's knowledge.

The COTR will set overall priorities, secure funding, and approve resource levels. The contractor shall interact with the COTR for day-to-day activities. The COTR may assign other Government employees with monitor and inspection responsibilities for day-to-day activities within functional areas of this contract.

The contractor shall maintain current level of technical competence in their areas of responsibility. The Government may pay for the contractor's regular hours in training upon approval from the COTR. Upon COTR approval, the contractor shall be responsible for all training costs as well as any costs associated with training.

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