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|---|--|--|--|--|--|---|--|
| SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 13, 17, 20, 24, & 29 | | | | 1. SOLICITATION NUMBER ICSO6RQ0054 | | PAGE OF 1 105 | |
| 2. CONTRACT NO. HSSCCG-06-D-00002 | | 3. NUMBER 4728/06 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER HSSCCG-05-R-00012 | |
| 7. FOR SOLICITATION INFORMATION CALL: Deborah Parot | | 8. TELEPHONE NUMBER 802-872-4111 | | 9. OFFER DUE DATE/LOCAL TIME 10/28/2005 1500 ET | | 10. SOLICITATION DUE DATE 09/28/2005 | |
| 11. ISSUED BY CIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403 | | 12. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> RESTRICTED <input type="checkbox"/> LIMITED <input type="checkbox"/> OTHER | | 13. DELIVERY FOR FOR DISPOSITION VALUE BLOCK IS MARKED <input type="checkbox"/> NON SCHEDULE <input type="checkbox"/> SCHEDULE | | 14. DISCOUNT TERMS | |
| 15. DELIVER TO National Customer Service Center 111 Massachusetts Avenue, NW 6th Floor Washington DC 20536 | | 16. ADMINISTERED BY CIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403 | | 17. METHOD OF SOLICITATION <input type="checkbox"/> F <input type="checkbox"/> P <input type="checkbox"/> S | | 18. OFFER | |
| 19. CONTRACTOR OFFEROR Aspen Systems Corporation 2277 Research Boulevard Rockville, MD 20850 | | 20. PAYMENT WILL BE MADE BY See Block 15 | | 21. CHECK IF ASSISTANCE IS DIFFERENT AND PUT SUPPLEMENTARY CODE | | 22. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 15, GREEN BLOCK BELOW IS CHECKED <input type="checkbox"/> NO ADDITIONS | |
| 23. ITEM NO. | | 24. SCHEDULE OF SUPPLIES/DURATION | | 25. QUANTITY | | 26. UNIT | |
| 0001 | | Call range quantities to provide Call Center services in accordance with Attachment B - Price Schedule | | 1 | | LO | |
| | | This is an indefinite delivery/ indefinite quantity contract. Funds will be obligated on task orders. | | | | | |
| | | (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | |
| 27. ACCOUNTING AND APPROPRIATION DATA Funds obligated on individual task orders | | | | 28. TOTAL AMOUNT Estimated \$9,856,404 @ 200,000 call range | | | |
| 29. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.213-6 AND 52.213-8 ARE ATTACHED. ADDENDA | | | | 30. ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 31. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA | | | | 32. ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 33. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 34. SIGNATURE OF CONTRACTOR Offeror's 4/19/06 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS all base year CLINs | | | |
| 35. NAME AND TITLE OF SIGNER (Type or print) Richard S. Rosenthal Vice President & General Manager | | | | 36. DATE SIGNED 4/19/06 | | | |
| 37. NAME OF CONTRACTING OFFICER (Type or print) Ned R. Ross | | | | 38. DATE SIGNED 28 April 2006 | | | |

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SECTION I
SF-1449 CONTINUATION

A. Blocks 19 through 24 – Schedule of Supplies/Services

The Contractor shall provide non-personal services in accordance with Federal Acquisition Regulations (FAR) Part 37.1 and the Performance Work Statement below, in the provision of Tier 1 Call Center services for the period of one base year and four possible one-year option periods. The Government intends to award one or more contracts for these services. Contract performance will not begin until satisfactory personnel security clearances have been received and successfully processed by the DHS Security Office and a written Notice to Proceed is issued by the Contracting Officer. The Contractor is advised that all security paperwork must be submitted timely in accordance with the PWS. Once the Notice to Proceed is issued, phase-in/transition can begin at the Contractor provided offices.

The Contractor shall provide Tier 1 Call Center services at the firm-fixed prices per month for the call ranges listed in Attachment No. 8. The firm-fixed prices per month shall include all costs, e.g. personnel wages/salaries, fringe benefits, training, travel, office space, equipment, supplies, insurance, indirect costs, profit, and any other costs required to provide these services.

B. DESCRIPTION / SPECIFICATION / PERFORMANCE WORK STATEMENT

1. INTRODUCTION

The purpose of this contract is to support the U.S. Citizenship and Immigration Service (USCIS) National Customer Service Center (NCSC) Call Center management program. The NCSC program operates under the USCIS within the Department of Homeland Security (DHS). The objective of the contract is to award multiple contracts to support the NCSC in providing information related to immigrant and non-immigrant benefits by employing a customer call center approach.

Operations include the staffing and management of necessary customer service representative (CSR) support, utilizing call center standard operation procedures, establishment of call center facilities, and the implementation of the information technology infrastructure required to support system and communication needs. The operations shall be supported by business continuity of operations and contingency plans to ensure minimal disruption of service. Also, the underlying technology utilized will capitalize on evolving, leading edge solutions while maintaining sufficient flexibility in design to adjust to fluctuations in call volumes to accommodate necessary expansion. This call center operation shall utilize accepted call center management best practices to promote efficient operations requiring the Contractor to meet specific performance objectives.

1.1. Call Center Operations - Background

Until 1996, USCIS (formerly *the Immigration and Naturalization Service*), operated two small civil servant staffed Call Centers – one in New York City and the other in the Los Angeles metropolitan area. Each provided basic service to a limited geographic area. Customers throughout the rest of the United States obtained service by calling, writing, or going to their local USCIS office.

To improve service, USCIS designed and implemented a triage process whereby callers were able to access and obtain general information and case status through a network Interactive Voice Response (IVR). Callers whose inquiry requires additional information have the capability to receive live assistance from contract CSR's. Using pre-scripted material, CSR's respond to requests for general information, process various caller service requests, and provide basic case status information. Calls that require research in USCIS databases, concern complex information categories, or go beyond the scripted material are transferred to a USCIS Immigration Information Officer (IO) at one of the two USCIS-staffed and operated Call Centers.

The USCIS mission is to administer the citizenship and immigration laws of the United States governing benefits and services. In addition to adjudicating applications for specific benefits and services, USCIS has an informational, educational and customer service role with respect to the benefits, products and procedures relevant to administering and enforcing immigration and related laws. Services must be delivered in a timely, accurate, consistent, fair, professional courteous manner, with high quality.

While part of USCIS' staff of employees and Contractors are located in USCIS headquarters in Washington, DC, most are in local offices, asylum offices, service centers and other operations throughout the United States and around the world. Over the last several years, the USCIS has seen a dramatic rise in the number of applications received, and in demand for associated services. USCIS has taken action on many fronts to accommodate this influx, including hiring additional staff; analyzing and reengineering its processes; and implementing a variety of new programs designed to increase production and improve customer service while increasing quality.

1.2. National Customer Service Center (NCSC) Mission

The NCSC's mission is to provide a defined range of information services and customer services while promoting and enhancing the image and mission performance of USCIS, and to do so in such a way as to continue to improve service delivery and performance.

1.3. Current Service Delivery Methodologies

The NCSC was created to provide nationwide assistance to customers who contact the USCIS by telephone with questions about immigration services and benefits, and with issues related to case processing. To meet the demand for telephone customer service, the NCSC and associated components is currently composed of the following elements -

- A network based IVR system to provide information and route calls for assistance;
- Contractor provided and staffed Call Centers (referred to as Tier 1), staffed with Customer Service Representatives (CSR's) and related personnel;
- Two USCIS-staffed Call Centers (referred to as Tier 2) staffed with Immigration Information Officers (IIO's), located in New York, NY, and Los Angeles, CA;
- A USCIS Forms Center, located in Burlington, VT, that focuses on customer forms fulfillment, and which is a direct IVR routing destination point for selected calls; and USCIS Service Centers that process applications and petitions for immigration benefits, and which are direct IVR routing destination points for selected calls.

These elements may expand during the term of this contract to include additional routing points for certain kinds of calls.

The NCSC currently operates several discrete customer service lines. The general service line receives the largest volume of calls. Other specialty lines have significantly less volume. While services in these separate lines may be provided by CSR's from the same location or locations, the lines must appear to the customer to be separate operations. Selected lines also provide a separate Telecommunications Device for the Deaf (TDD) component.

The different lines provide various services, but in certain respects function in similar ways. For example, when a customer calls one the NCSC's general service number, 1-800-375-5283, the call is first routed to the network based IVR. During normal business hours, if the IVR is unable to meet the customer's need, the call is automatically routed via the FTS network based intelligent call routing to the next available CSR at one of the four Contractor-operated and staffed Call Centers at Tier 1, or to the appropriate USCIS direct routing point where appropriate. Tier 1 service is provided in both English and Spanish. CSR's use Frequently Asked Questions (FAQ), scripts, and operational guidelines developed by USCIS to assist customers. More than 90% of callers requesting live assistance currently receive answers to their questions at the Tier 1 level.

In some cases, depending upon the nature and complexity of the questions, calls are transferred from Tier 1 to Tier 2 via the FTS network to one of two USCIS-operated and staffed Call Centers located in New York and Los Angeles.

In the current environment, the CSR simply transfers the calls using the Managed Contact Solutions-Genesys (MCS-G) and skill based routing to a network queue for distribution to the appropriate Tier 2 call center. This is a blind transfer where the call is transferred and the Tier 1 CSR is immediately available to take another call. Calls can also be transferred from Tier 1 to Tier 2 via the trunk-to-trunk transfer method. This method would be used if there is a network issue and calls need to be default routed to Tier 2.

Provisions are also in place at both the Tier 1 and Tier 2 centers to accommodate TDD calls (1-

800-767-1833), both in English and Spanish.

Additionally, the NCSC also maintains toll free services and Live Assistance for the Employer, Business, Investment, and Student Services (800-357-2099) and the corresponding TDD (800-278-5732). Presently, this service is only offered at the Contractor call center in Corbin, Kentucky. These calls can also be transferred to Tier 2.

The NCSC also maintains toll services and Live Assistance for International Services. This service is presently comprised of a 10-digit telephone number (785-330-1048) at the Contractor's Lawrence, Kansas location that is call forwarded to a toll free number in the Government's FTS Vendor's Enhanced Call Routing platform. Presently, Tier 2 responds to the Live Assistance calls but this will be shifted to Tier 1 responsibility 90 days after a Contractor begins handling calls under this contract.

The following reflect a number of key objectives regarding the NCSC mission:

- Bring USCIS closer to the public while instilling confidence and trust in the services provided;
- Promote equity through improved customer access and personalized interactions;
- Improve service levels and the "customer experience" by providing consistent, accurate, current, and complete information; and
- Provide service and information in a way so as to reduce repeat requests for service.

1.4. The role of Tier 1 and Customer Service Representatives within the NCSC process

The NCSC operates within a broader USCIS customer service environment. It is one channel by which we provide information and service. Increasingly it will supplement information and services available to customers in a self-service mode through the USCIS website. The services offered, options, and the information and service provided may be greater or smaller in scope than those offered on the USCIS website, but to the extent to which the information or service is the same, it is important that customer choices, and the information and service provided by the NCSC are consistent with corresponding information and services available on the USCIS website.

With the limited exception of TDD/TTY services, live assistance, both in terms of providing information and the currently offered array of services, is currently verbal – CSR's manage calls by asking questions to determine what information or service the customer is looking for, and then use scripts in a Frequently Asked Question format to provide information, and use delineated call flow sequences to determine eligibility for Case Services. CSR's accept form order requests, requests for Case Services, and thus capture associated customer information.

Under this contract CSR's will continue the process where IVR decision points and information leave off. Contractors should understand, however, that customers may make requests upon reaching live assistance that are inconsistent with their IVR selections, and hence will have to in

essence replicate the IVR structure. CSR's use USCIS authorized scripts and designated call management procedures to respond to live assistance requests. CSR's are not required to be content experts. They are navigators, required to have a sufficient understanding of the nomenclature and language of immigration to be able to understand and actively manage customer requests for assistance; to navigate through the appropriate scripts and use the appropriate tools to provide the authorized and expected information or service; and to be able to explain the answer and result in layman's terms. They are required to follow authorized menus and scripts to answer questions and provide service, but must have sufficient understanding of the terminology to be able to explain the answer or result as opposed to simply reciting it.

The Contractor is expected to actively manage operations to ensure not only that quality and performance metrics are met, but also to improve the efficiency and effectiveness of operations. In this respect the Contractor shall be expected to actively participate in the process of developing proposals to expand and improve scripts and stipulated procedures, however, the Government will make all final decisions with respect to changes in scripts and Government delineated procedures to ensure that operations meet the goals of efficiency and effectiveness.

1.5. Current NCSC Systems Configuration and Operation

Connectivity:

The information contained in this Performance Work Statement (PWS) and in Attachment 1, describes the current NCSC environment. From a voice network perspective, there are seven Primary Rate Interface (PRI) circuits at the Lawrence, Kansas Tier 1 site; 19 PRI circuits at the Corbin, Kentucky Tier 1 site; five PRI circuits at the Phoenix, Arizona Tier 1 site; and two PRI circuits at the Arlington, Virginia Tier 1 site. Each of the Tier 1 sites currently own and utilize the Avaya Communication "Definity" platform for voice and Call Management System (CMS) services.

Voice Platform:

Each of the Tier 2 Call Centers utilizes an Avaya Communications Definity G3SI (Version 12) voice platform and Call Management System. There are three PRI circuits from the FTS network terminating at each of the Tier 2 locations, utilized for the transfer of calls from the Tier 1 centers.

Data Platform:

Each of the four Tier 1 call centers is equipped with two FTS provided Frame Relay circuits, routers, and modems to support the MCS-Genesys Intelligent Call Routing. Additionally, each of the four Tier 1 call centers have MCI provided T-1 circuits to facilitate trunk-to-trunk routing in case of a default routing condition. Presently, there are two T-1s at the Lawrence, Kansas Tier 1 site; three T-1s at the Corbin, Kentucky Tier 1 site; two T-1s at the Phoenix, Arizona Tier 1 site; and 1 T-1 at the Arlington, Virginia Tier 1 site.

Customer Relationship Software:

In order to receive call information from the Tier 1 sites, each of the Tier 2 Call Centers presently have Genesys Version 6.5 middleware and Siebel 7.5.3 Customer Relationship Manager (CRM) software installed. The Genesys Version 6.5 will be upgraded to Genesys Version 7.X during this implementation.

Call Center Server Environment:

There are Genesys T-Servers located at each of the Tier 1 (Contractor-staffed and operated) Call Centers.

The Genesys Servers are password protected, and the system administrators from each Tier 1 site are responsible for maintaining their respective database information. The Tier 1 Contractor is responsible for database maintenance for their sites, and is also responsible for the operation and maintenance of the hardware.

Each of the Tier 2 sites has a Genesys T-Server installed on premise. During the installation of MCS-Genesys, Intelligent Call Routing for Tier 2, the High Availability T-Server was installed providing a primary and back-up T-Server for each Tier 2 location.

A single Siebel application server is installed in the New York Center, and provides service to both the New York and Los Angeles facilities.

Call Routing:

Calls to the NCSC 800 number are currently routed to the Tier 1 sites by the FTS network using intelligent call routing. IVR service is offered 7 days a week 24 hours a day. Two IVR scripts are used: one called "live assistance" and the other is called "non-live". Live assistance service is offered from 8:00 AM to 6:00 PM Monday through Friday in each of the four time zones in the United States, excluding Federal holidays. Service for calls from Puerto Rico, the American Virgin Islands, Alaska, Hawaii and Guam is slightly reduced due to the time zone differences.

As an example, for a caller from area code 703 (or for any caller in the Eastern Time Zone), the FTS network knows that Monday through Friday from 8:00 AM to 6:00 PM Eastern Time these callers will hear the IVR script that offers the opportunity of going to live assistance. Beginning at 6:01 PM on a weeknight as well as all weekend, the FTS network knows to play the "non-live" script until 8:00 AM the next morning.

The network IVR gives callers the option of conducting the call in either English or Spanish. If English is selected, the call is automatically staged for distribution to an English speaking CSR. Conversely, if Spanish is selected, the call is automatically staged for distribution to a Spanish speaking CSR. In the event a call requires escalation to Tier 2 for assistance, the network IVR will route the call to Tier 2 based on the customers' language selection.

Calls to other NCSC customer service lines use a similar live/non-live process, but are routed to specified Tier 1 locations as opposed to being available to the entire Tier 1 network of CSR's.

1.6. Operating in a multi-vendor environment

The Government's objective is to make a multiple award under this contract to 2 Contractors to provide services under this contract, and, over time to move to where the follow-on contracts will be let during different years to reduce the potential impact of a transition of a new Contractor or contract vehicle. However, based on the selection criteria the Government reserves the right to make a single award, or at any point during the option years of this contract to reduce operations to a single Contractor, or to recompet the contract either for one or both NCSC Contractors.

In terms of call volume, USCIS will initially assign specialized customer service lines and all TDD service to one of the two Contractors. Contractors may in their quotes recommend the initial assignment of these calls. All other calls will be made available to the combined network of customer service representatives logged in available for calls, and the system will search for the next available agent. In essence, the vendors will compete real-time for these calls by the availability of their customer service representatives. The system will use a weighting determined by the Government based on relative price, quality and performance of the two vendors' proposal and performance to assist in the real-time allotment of calls between the competing vendors. At contract inception, weighting will be based on the pricing difference between the proposals.

The Government may adjust this weighting based on changes in performance and pricing. Except where there is a serious degradation of service levels, the Government will normally adjust this weighting quarterly. As part of this adjustment it may also shift the other customer service lines between vendors, or make such calls available to both vendors based on the same weighting. Decisions with respect to weighting are reserved to USCIS.

2. PERFORMANCE WORK STATEMENT (PWS)

2.1. Goal

The goal of this PWS is to optimize customer telephone interaction by providing a proactive, unified, and integrated approach to the delivery of citizenship and immigration services benefits modeled on industry best practices for the continuous improvement of customer service through an evolving strategy of capitalizing on operational efficiencies, aligning processes with leading edge technology, and ensuring accountability for meeting and exceeding customer expectations of service delivery for a diversity of needs.

2.2. Operational and Economic Efficiencies

A number of improvements and efficiencies are envisioned, including:

- Keeping pace with cutting-edge principles of operations and technological advances to respond to fluctuating volumes of inquiries; and
- Optimizing systems and processes that support accountability by employing performance-based metrics and meeting customer satisfaction goals.

2.3. PWS Scope and Purpose:

The purpose of this contract is to provide information on a full range of citizenship and immigration information and customer services via the telephone. Operations shall include the staffing and management of necessary CSR support, utilizing call center standard operation procedures, establishment of call center facilities, and the implementation of the information technology infrastructure required to support systems and communication needs. The operations shall be supported by business continuity of operations and contingency plans to mitigate opportunities for disruption of service. Also, the underlying technology utilized will capitalize on evolving, leading-edge functionality, be flexible in design to adjust to fluctuations in call volumes, and accommodate necessary expansion of all USCIS programs and services. Call Centers shall utilize industry best practices to promote efficient operations.

The Contractor shall provide qualified, trained staff in sufficient quantity to respond to inbound inquiries in accordance with performance parameters stated herein and instructions provided by USCIS. The users are defined as any individual or group seeking immigration benefits and services information provided by USCIS. All Contractor staff must undergo and be cleared through the DHS security clearance process.

The Contractor shall provide, operate and furnish the Call Centers, provide sufficient operational staff, and partner with the USCIS and other supporting Contractors involved in improving NCSC operations. This PWS includes telecommunications, Call Center staffing and operations, customer relations, and technical support. This requires the Contractor to meet specific performance objectives. The USCIS will look favorably upon proposals that emphasize employee incentives for performance.

3. Call Center Operations

All Call Center(s) shall operate seamlessly via a networked environment that is transparent to the caller. The call center shall utilize industry best practices to promote efficient operations and effective use of technology to support call center operations, and offer scalable resources to manage call volume patterns that fluctuate and have cyclical patterns related to customer behaviors, and respond to "spikes" that may result as part of an unanticipated campaign, media coverage or unforeseen emergency situations to include congressional mandates.

Operational Procedures

The Contractor shall model industry best practices in call center operations; and document the management and administrative procedures/processes required for operational control in a multiple call center environment. Standard Operating Procedures (SOP's) shall be developed, updated annually, and provided to USCIS for review. The Government must approve all SOPs prior to their dissemination. All applicable staff shall sign an acknowledgement that they have read and understand the SOP's.

The Contractor shall assure that each of its employees knows the prescribed rules of conduct concerning privacy and confidentiality of information. All applicable staff shall sign an acknowledgement that they have read and understand all privacy, confidentiality, and security requirements.

4. FACILITIES

The Contractor shall:

- Only establish and operate call centers and related data centers providing service under this contract within the continental U.S., Alaska and/or Hawaii. Due to security reasons and access to attributable data, separate telecommunications schemas to allow for work telecommuting are not allowable under this contract.
- Situate call centers in locations where the local labor market can support the call center size and the skill sets of the labor pool required for the NCSC, including foreign language (Spanish) and subject matter expertise. Considerations shall include the degree of competition for the labor pool from other call centers and related industries and the impact on recruiting and retaining the call center's minimum and maximum number personnel.
 - Given the Government provided telecommunications service described in Section 6., call centers shall have a normal minimum complement of 50 CSR's.
 - The network of NCSC Tier 1 call centers shall be located geographically in such a way as to minimize the impact of weather or other localized or regionalized events that may otherwise affect collective operational performance.
 - The Contractor shall locate one of its call centers in a HUBZone area. The Contractor shall have a minimum of 250 CSR's at its location within the HUBZone.
 - If through contract performance and diminished call volume during the term of this contract the Contractor's total CSR staffing falls below 300 CSR's, it shall maintain a minimum of 80% of its total CSR complement at that location.
 - The Contractor shall maintain a minimum of 2 call centers. No one site may have more than 80% of the Contractor total CSR staffing.
- Provide a plan for physical building security and related security controls pursuant to NIST facility security requirements.
- Provide call centers that –
 - Comply with all applicable state, local, and Federal Government standards and regulations, such as the Occupational Safety and Health Act (OSHA) of 1970, as revised, and the Americans with Disabilities Act of 1990. The sites shall remain in compliance with such standards and regulations throughout the life of the contract, including the Base Period and any exercised Option Periods.
 - Provide space, furnishings, acoustics, lighting, and temperature environment that

meet or exceed call center industry standards.

Accommodate modern telecommunications and computer systems and call center furnishings.

- Provide workspace for one USCIS representative on-site at each call center to act as a representative of the USCIS (this may be a function of another Contractor). The purpose for the USCIS representative is to act as a monitor of the operation of the center and report independently back to the NCSC Program Manager on the operation of the facility.
 - Are externally secured by locks that require a key card or equivalent security for entry and exit. If located in a multi-call center environment, call center operations in support of the USCIS contract must be isolated from the remainder of the facility by locks that require a key card or equivalent security for entry and exit by all personnel.
- Provide separate training rooms for the NCSC program equipped with sufficient computers for training.
- Provide unrestricted access to call center facilities to authorized USCIS staff and other designated personnel (including Contractors), including issuance of access badges for each location, for periodic visits. It is assumed that the USCIS will provide a listing to the Contractor of the authorized personnel and USCIS will be responsible for keeping this listing updated.
- A consultant, under contract to the USCIS, has the same rights and privileges in so far as working with the Contractor as those of a USCIS employee. The consultant will also require unrestricted access to the Contractor's facilities and the ability to review any and all services and documentation that the USCIS receives from the Contractor.
 - Allow designated USCIS employees to function as Tier I representatives for training and program management purposes.
- Allow the USCIS' FTS vendor access to all log files pertaining to the MCS-Genesys either through remote access or the Contractor posting these files on a FTP site for the FTS vendor to access. The log files must be posted for a minimum of five days.
- Identify to the USCIS the amount of PRI voice circuits necessary to meet the call volume and number of CSR's at each of the Contractor's call center locations. The Contractor shall also identify the number of supervisors, CSR's, and technical support personnel that will require the Genesys software installed to support the MCS-Genesys (Intelligent Call Routing).

5. EQUIPMENT/SOFTWARE/MIDDLEWARE

The USCIS will provide access to the network base IVR via an established toll free number, as well as connectivity to the Contractor via Integrated Services Digital Network (ISDN)/Primary Rate Interface (PRI)'s to the facilities' point of demarcation. USCIS will also provide CSU

(channel service units) for each PRI. The USCIS will furnish FTS services.

The Contractor shall provide and ensure the following:

All real property, equipment, and furniture constituting a Tier 1 call center.

The Contractor shall be responsible for CTI/middleware software package that is compatible with the existing Tier 2 middleware/CTI package. The Contractor shall provide a soft phone transfer capability. Currently, Tier 2 uses Siebel 7.5.3 software package. The Contractor's interface must be compatible. In order to ensure proper integration of the T-Server with the softphone application, the softphone capability must include one of the following Genesys adapters to ensure USCIS can take advantage of new and future Genesys functionality: (1) Siebel 7 Gplus adapter (2) PeopleSoft-Serverside-PSMCAPI intfc (3) SAP-ICI MM.

The Contractor shall be responsible for the delivery and installation of all workstations and systems components on-site at the designated locations.

The Contractor shall demonstrate that all components are interconnected and functioning properly as part of a USCIS inspection prior to commencing operations with the public.

- The Contractor is responsible from the point of demarcation for all telecommunication equipment. The demarcation for the USCIS will be that point in the facility where the FTS vendor or local telecommunications vendor is required to extend the telecommunications circuits and install equipment, such as CSU's, Routers, etc. In the event that the Contractor wants to extend the circuits themselves and does not want the FTS vendor or local telecommunications vendor to extend the circuits, the USCIS' demarcation point will be where the FTS vendor or local telecommunications vendor connects the circuits to the building demarcation point. In the event that the circuits are extended by the FTS vendor or local telecommunications vendor but the Contractor wants to use their own equipment, such as CSU's, Routers, etc., and does not want to use the equipment, such as CSU's, Routers, etc., supplied by the telecommunications vendor, the demarcation point will be where the telecommunication vendor installs the circuits at the extended location.

An appropriately sized backup generator and an uninterruptible power supply (UPS) shall support the Contractor's selected sites.

- Install and maintain all equipment, phone systems, software, and additional facilities necessary to support all functional areas and to meet the requirements of this contract.

The Contractor shall furnish all necessary labor for the initial packing, unpacking, placement, interconnection of hardware, software, and telecommunications components, and testing during any installation. The Contractor shall provide all telecommunications support and technical support, at no additional cost to the USCIS, to install all circuits, equipment, and services to include User Acceptance Testing for all NCSC services required. After acceptance by the USCIS, any USCIS requested movement of equipment would be at the USCIS' expense. The Contractor shall complete operational installation of the proposed hardware/software and cabling.

This includes, but is not limited to, all parts, labor, materials, and travel needed to complete the installation. Installation also includes assistance from the vendor, prior to the physical installation, in defining installation requirements so that hardware and software can be properly configured.

On expiration of the contract, the Contractor must return all information and IT resources provided during the life of the contract and must certify that all USCIS information has been purged from any Contractor-owned system used to process USCIS information.

Minimum Systems Requirements

All Call Center sites must meet the following requirements:

Automatic Call Distribution (ACD) – The Contractor provided systems shall be capable of routing/distributing incoming calls based on sequence of call arrival/origination, CSR availability and skills, Call Center availability, or other predefined routing instructions, as specified by USCIS. The ACD systems shall also provide at a minimum:

- The capability to monitor and visually display the work state and availability status of all CSR's on a real-time basis, both onsite and from remote locations.
The capability to display call-handling statistics real-time.
- The capability to provide hard copy reports on all trunk, CSR, and workgroup performance statistics.
The capability to connect to FTS networks using ISDN/PRI hardware, in addition to T-1, and T-3 circuits and hardware.
- The capability to capture Automatic Number Identification (ANI) data.
- The capability to accept incoming calls by Dialed Number Identification Service (DNIS) reporting.
- The capability to connect to local telecommunication vendor network using T-1, T-3, and PRI circuits and hardware.
- The capability of sending calls back through the ACD to perform trunk-to-trunk transfers.

The Contractor's systems shall provide the following capabilities:

- a. Call Handling – Telephone switching, call accounting, and call management systems appropriately sized for current and projected call volumes.
- b. Call Queuing – Capability to queue incoming calls and provide callers with an estimated time in queue, music on-hold, and other informational messages.
- c. Call Transfer – Capability of transferring calls to a different workgroup within the Call Center and/or to a workgroup located in a different Call Center, as specified by USCIS. This will require coordination, implementation, and troubleshooting with the USCIS' FTS Vendor to implement either Take-Back and-Transfer codes, MCS-Genesys Intelligent Call Routing, or both.

- d. Computer Telephony Integration (CTI) – Capability of displaying caller-relevant information at the CSR workstations (e.g., via screen pop technology). The displayed information may be triggered by DNIS, and/or ANI information, and/or through information entered by the caller or CSR. The Contractor must provide capability to transfer both voice and data to the Tier 2 platform using softphone capability. Tier 2 uses the Siebel 7.5.3 platform software. Systems must clearly indicate to the CSR the last routing point in the IVR before the transfer to the live assistance queue.
- e. Data Transmission Interface – Provide the necessary hardware and software to support data transmission between NCSC systems and other USCIS approved systems. This also includes the capability to connect to Frame Relay circuits and point-to-point circuits supplied by the FTS vendor.
- f. Dialed Number Identification Service (DNIS) – Capability to distinguish incoming calls by telephone number and route them to the appropriate message system and/or CSR. The Contractor's ACD's must be capable of installing identical DNIS numbers at each of the Contractor's locations.
- g. Network Access Capacity - Provide sufficient network access capacity on the Contractor's systems to support projected call volumes, workload estimates, and call routing in accordance with service level goals (e.g., blockage). Sufficient expansion capability to accommodate call pattern variations shall be provided.
- h. Knowledge Management – Provide the required knowledge database to facilitate customer interactions, data capturing, and information dissemination.
- i. Customer Service Assessment – Provide an automated compliment and complaint management system to gather and report customer comments and satisfaction. The systems shall also provide the ability to survey callers in an automated fashion for purposes of customer satisfaction assessment. The systems shall be capable of capturing, storing, aggregating, and reporting survey results.
- j. Internet/Intranet Access – Provide Internet/Intranet access to CSR's to enable them to view information on USCIS designated web sites, capable of restricting access to only those web sites identified by USCIS.
- k. TDD Calls – Systems capable of originating and receiving calls to and from TDD callers and capable of transferring the TDD calls to the Tier 2 locations. A Contractor must maintain at least one location with TDD/TTY functionality.
- l. Power Supply – Systems supported with a backup electrical power supply, i.e., generators, as well as an uninterruptible power supply (UPS). The backup electrical power supply shall be capable of sustaining the operation for a minimum of 24 hours. The transition from normal to emergency to backup power shall occur without loss of power to systems and without the disconnection of calls in process or customer calls queued for service. The UPS shall be capable of protecting systems from voltage lags, over-voltage conditions, line frequency fluctuations, and power blackouts. It shall be capable of sustaining operations in the event of loss of normal sources of power until the backup generators can come online.

- m. Workforce Management System – Systems that include a workforce management system to ensure efficient allocation of resources and projected staffing requirements.
- n. Workstations – CSR desktop workstations that include computers, telephones and headsets, and other equipment and accessories required to sustain effective operation. The Contractor must ensure that the Supervisor workstations meet the following minimum requirements to be compatible with MCS-G: Supervisor workstations - Windows workstations with one 2.5GHz CPU or better and at least 1.0 GB of memory with Internet Explorer 6.0 or later and a CD ROM. The workstations used by CSR's through suitable hardware or software feature will be so configured so that no SBU information can be copied or stored on individual workstation to prevent information piracy. The Contractor shall install the latest version of the Genesys software. The software will be provided by the USCIS's FTS vendor.
- o. Telephone Recording System - A telephone recording system that will record 100% of incoming call conversations. This equipment must be capable of capturing the incoming telephone number, must be capable of storing the recordings on hard drives/CDs and also must be able to select individual recordings in real time and be able to extract these recordings to be given to authorized authorities. The Contractor is encouraged to have a system that will capture screen shots; however, at this time the USCIS is only requiring voice recording. The Contractor shall be required to retain recordings for 90 days, and to make such recordings available to the USCIS when requested without additional cost. The Contractor shall overwrite or destroy recordings in excess of 90 days.
- p. T-Servers - Provide two T-Servers per call center location with the following minimum requirements and recommended requirements to support the NCSC's existing MCS-Genesys application for the Intelligent Call Routing and future telecommunications services and the High Availability (HA) T-Server option. This requirement is for the T-Server hardware. The USCIS' FTS vendor supplies the Genesys software for the T-Servers. The Contractor shall have the latest version of the Genesys software installed by the USCIS's FTS vendor. The Contractor shall be required to work with the USCIS' FTS vendor to install, upgrade, and troubleshoot MCS-Genesys and the T-Server software. The Contractor must allow the USCIS' FTS Vendor remote access to the T-Servers through the Contractor's firewall and provide technical support for the purposes of troubleshooting MCS-Genesys issues, testing of routing strategies, and T-Server upgrades. At no additional cost to the USCIS, the HA T-Server Option will be implemented at the same time as the initial turn-up of the primary T-Server and call center.

The High Availability capability requires 2 T-Servers at each site.

| T-Server 0 - 150 agents Minimum Configuration | |
|---|--|
| OS | Windows 2000 Server (Windows Server 2003 is supported as well) |

| | |
|---------------------------------|--|
| Processor Type, Quantity, Speed | 2xCPU 2.5GHz Processor or higher CPUs may be distributed between: <ul style="list-style-type: none"> • Two Single CPU boxes with 1 GB RAM, or, • One 2xCPU box with 2 GB RAM. Genesys recommends using a server-class machine for all listed applications |
| Memory Size | 2 GB SDRAM |
| Hard Disk Space | 40 GB HDD |
| Networking Ports | Two TP Ethernet 100/10 BASE-T cards that works in full duplex mode (one for Framework, one for T-Server) |
| CD ROM | 32 X |

| T-Server 150 - 1000 agents Minimum Configuration | |
|--|--|
| OS | Windows 2000 Server (Windows Server 2003 is supported as well) |
| Processor Type, Quantity, Speed | 4xCPU 2.5 GHz Processor or higher CPUs may be distributed between: <ul style="list-style-type: none"> • Four single CPU boxes with 1 GB RAM, or, • Two 2xCPU boxes, each with 2GB RAM. Genesys recommends using a server-class machine for all listed applications |
| Memory Size | 4 GB SDRAM |
| Hard Drive | 76 GB HDD |
| Networking Ports | Two TP Ethernet 100/10 BASE-T cards that work in full duplex mode (one for Framework, one for T-Server) |
| CD ROM | 32 X |

- q. Performance feedback systems – Provide a mechanism to give CSR's feedback with respect to individual and Tier 1 core performance, including current Average Speed of Answer (ASA) for its collective Tier 1 operations for the appropriate NCSC customer line being supported, and to highlight updates with respect to content, operational and information changes.

All telecommunications equipment, circuits, and software must be compatible with Tier 2 and the USCIS' FTS vendor. Siebel 7.5.3 compatible CRM solutions must be used as the Tier 1 desktop solution. In order to ensure proper integration of the T-Server with the softphone

application, the softphone capability must include one of the following Genesys adapters to ensure USCIS can take advantage of new and future Genesys functionality: (1) Siebel 7 Gplus adapter (2) PeopleSoft-Serverside-PSMCAPI intfc (3) SAP-ICIMM.

The Contractor, at no additional costs to the USCIS, shall provide, plan, design, install, and maintain all hardware and software and system connectivity required to support the NCSC, including those associated with security and disaster recovery.

6. TELECOMMUNICATIONS

The USCIS will provide the incoming service based on the FTS Network. The Contractor shall be responsible for any in-house administrative voice or data communication lines to include in-house wiring and extending of circuits.

The Contractor shall provide support for all existing and future toll free numbers assigned to the NCSC during the hours of operation, described under Section B.1.5, at no additional cost to the USCIS. This includes call handling for all incoming calls from the IVR regardless of how many toll free numbers are assigned, how many scripts are required, or how many different USCIS missions are supported by the NCSC. The Contractor shall answer calls based on the volume of calls into the NCSC. The support shall include answering phone calls and providing appropriate information to callers. At a minimum, the Contractor shall provide:

Support transfers to Tier 2 using Siebel compatible software and Siebel softphone and the USCIS' FTS vendor's telecommunications and technology platform and applications.

- Technical Project management support for the NCSC Program at no additional cost.
- TDD Service (separate phone numbers) and transferring of TDD calls to Tier 2 locations.
- Provide the engineering, installation, and any necessary modifications to facilitate the automatic display of scripting content on the CSR's computer screen based on the sequence of numbers/prompts that the customer selected within the FTS Vendor's network IVR. This will require coordination between the Tier 1 Contractor and the USCIS' FTS Vendor. This will allow the Tier 1 Contractor to be immediately prepared with answers to the customer's questions based on the departure code sent from the FTS vendor's network to the Contractor.
- All telecommunications support, technical support, and information technology gathering support necessary to design, engineer, implement, upgrade, and troubleshoot existing and future Tier 1 NCSC telecommunications services at no additional cost to the USCIS. This includes 24-hour support for normal operating hours of the NCSC and nights and weekends as needed to support telecommunications installations, upgrades, new technologies, user acceptance testing, cutovers, and troubleshooting.
- The USCIS' FTS vendor on site access to facilities and equipment for the purpose of installing equipment, telecommunications circuits, software, testing, cutovers, troubleshooting, and telecommunications equipment and software upgrades. The Contractor, at no additional costs to the USCIS, shall work with the USCIS' FTS vendor

to engineer, install, upgrade, and troubleshoot all existing and future telecommunications and technologies. The Contractor shall allow the USCIS' FTS Vendor remote access to the T-Servers through the Contractor's firewall for the purposes of troubleshooting MCS-Genesys issues, testing of routing strategies, and T-Server upgrades.

Responsibility for calling-in to the FTS vendor or local exchange carrier (LEC), as applicable, all telecommunications troubles, including the escalation of the trouble ticket through the predefined escalation channels. The Contractor is responsible for asking for and receiving a trouble ticket number from the FTS vendor or LEC, as applicable. The Contractor shall keep a listing of all telecommunication troubles called-in to the FTS vendor or LEC, as applicable indicating the original trouble, trouble ticket number, to whom the Contractor talked, remarks, and trouble resolution. The Contractor is responsible for following-up with the FTS vendor, LEC, or USCIS as applicable, until trouble resolution. The Contractor shall work with the FTS vendor or LEC to accomplish any troubleshooting or provide any information or documentation such as log files, ANI information, etc to help resolve the telecommunications problem.

Qualified telecommunications and technical support people available on site during all testing and cutover of circuits and services to include switch technicians.

Capability of Outbound Service for Call Back with technology. Contractor shall have the capability to perform this via technologies; however, the USCIS may require live callbacks.

Transfer of calls to the Tier 2 call centers using hard phone and softphone capability. Future transfers to other USCIS locations such as Service Centers, District Offices, etc. may also be required at no additional costs to the USCIS.

The capability for Computer Telephony Integration (CTI) and to transfer call record information through the USCIS' FTS vendor's network. This also includes any encryption devices, software, equipment, or services to ensure the transfer of sensitive information.

Capability to store sensitive data in encrypted form, using standard encryption algorithms, while 'at rest' in any network-accessible storage environment.

Telecommunications changes past the point of demarcation over the life of the contract. This includes modifications to the soft phone application to facilitate future changes in call routing or call handling.

Telecommunications systems and technologies compatible with Tier 2 and the USCIS' FTS vendor's platforms and applications. It is the Contractor's responsibility, at the Contractor's expense, to ensure this compatibility.

The USCIS reserves the right to assign certain discrete services such as the Employee, Business, Investment, & Student Services (EBISS), TDD, and other services as directed by the USCIS to a particular Contractor.

7. CONTACT/INQUIRY RESPONSE

CSR's shall provide information assistance in a calm, non-judgmental non-advisory manner, utilize effective skills to focus on the caller's questions and needs, and provide responses based on approved USCIS content. CSR's shall not give out legal advice; instead they use scripts and delineated service sequences to provide information and service.

The Contractor shall:

- Provide accurate and complete responses in both English and Spanish.
Capture and route service requests (referrals, change of address request, request for appointments, etc.) to the appropriate USCIS recipient using USCIS systems and web-based tools.
Utilize USCIS approved scripts and web-based tools to promote consistency of information.

Contractor employees accessing USCIS IT systems shall receive initial training in Security Awareness and accepted security practices as part of their orientation and shall sign Rules of Behavior; they shall receive refresher training by May 31st of each year. The Contractor shall also comply with the other USCIS Policies on Security Training and Awareness with regards to maintaining training records and providing training reports to USCIS.

The Contractor shall provide overall hours of operation from 8 AM to 9 PM Eastern time, Monday through Friday. To the extent Tier 1 live assistance is available under this contract outside the following areas, it shall be available within that timeframe. The FTS network will otherwise use the live assistance version of the IVR to automatically open and close live assistance to customers by time zone, and the Contractor shall be required to provide live assistance meeting the required metrics for each associated customer service line -

For customers calling from Alaska, 8:00 AM to 5:00 PM local time.

For customers calling from Hawaii, 8:00 AM to 4:00 PM local time.

- For customers calling from Puerto Rico and the U.S. Virgin Islands, 9:00 AM to 6:00 PM local time.

For customers calling from Guam, Tuesday through Saturday, 6:00 AM to 11:00 AM local time.

- For customers calling from anywhere else in the United States: 8:00 AM to 6:00 PM local time.

Except as otherwise specified, the call centers shall not be open on the following Federal holidays. When such holidays fall on a Saturday, the preceding Friday will be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday. The ten Federal holidays per year are as follows:

| HOLIDAY | DAY OBSERVED |
|----------------------------------|-----------------------------|
| New Years Day | First day of January |
| Martin Luther King, Jr. Birthday | Third Monday of January |
| Presidents Day | Third Monday of February |
| Memorial Day | Last Monday of May |
| Independence Day | Fourth day of July |
| Labor Day | First Monday of September |
| Columbus Day | Second Monday of October |
| Veterans Day | 11th day of November |
| Thanksgiving Day | Fourth Thursday of November |
| Christmas Day | 25th day of December |

This means that even if the Federal Government is closed for any reason other than the listed approved Federal Holidays, all contract call centers shall remain open and operational. Additionally, the USCIS reserves the right to have the Contractor operate the call centers on Saturday and Sunday, or extend the daily hours of operation with 14-calendar days advance notice via contractual modification to the task order.

8. WORKFORCE MANAGEMENT/SCALABLE RESOURCES

To provide the effective and efficient operations of the nature stipulated by this contract requires extensive staffing, workload and operational analysis. USCIS also requires significant operational data for its own operational and contractual analysis. The Contractor's costs for all statistical and operational analysis shall be embedded in its proposed pricing structure for call volume, and not treated as a discrete activity.

The Contractor shall:

- Align call volumes with defined business strategy in the most efficient and effective manner.
Provide processes/systems that track the demand of customer requests and the supply of available support agents in order to meet specified service levels.
- Analyze trends of call patterns and volumes and develop volume forecast models.
- Implement forecasting/workload management tools and techniques to monitor call volume real time, generate staffing models to provide consistent service levels across call centers, and produce productivity reports to ensure optimal staffing and schedules to match service levels and call volumes in a cost-effective manner. Tools/systems shall automatically trigger alerts if performance drops below defined levels. Workload management tools shall integrate with intelligent routing platforms that support virtual call routing for load balancing among all sites and while being transparent to callers.
- Provide an annual surge management plan that details strategies and procedures to respond to rapid fluctuations in call patterns and volumes.

- Implement dynamic resource allocation and overflow strategies to meet “spikes” as they occur.
- Provide staffing to handle unexpected increases/spikes.
- Utilize workload management tools that provide call management reporting for virtual call centers as a single entity while also offering drill-down capabilities/views of single site.

8.1. Training and Development

The Contractor shall be responsible for providing all training necessary for support of the CSR’s and its other staff. All Contractor employees shall complete an initial training program that the Contractor designs. USCIS must approve the training program prior to implementation. The Contractor shall submit this plan annually. USCIS requires a 30-day review period for all new and/or revised training programs. The Contractor’s employees shall be qualified for full performance of assigned duties.

The Contractor shall:

- Submit for approval no later than thirty (30) calendar days after contract award, a comprehensive training plan that fully describes the vendor’s training and testing methodology including, for example: subjects; duration for or of each subject; delivery mechanisms; refresher or continuous training activity; activities and timelines related to training to new subjects and training for subjects pertaining to urgent or immediate revisions in law, regulation, policy and procedure; competency testing; establishment and maintenance of individual training records; and the identity or identities of persons who shall be principally responsible for the oversight and provision of training.
Develop training material and training on the telecommunications equipment, personal computers (PC’s), and related software.
- Develop and implement a comprehensive training and testing program to ensure that personnel can demonstrate the ability to understand basic immigration nomenclature, including terminology and processes, and must be able to navigate through the content to find correct and complete answers, and to perform call center activities at a level to meet or exceed performance levels stated or created under this contract.
 - Training shall include all substantive and procedural subjects necessary for successful performance of the duties described elsewhere in this document and the management thereof. Relevant, effective and timely training (on initial and continuous bases) is integral if not critical to other aspects of the service provider’s overall effort, e.g., recruitment and retention and quality control. The USCIS’ intent is to assure: (1) demonstrably consistent and universally realized results; (2) the availability and use of a high percentage of employees who are expected to be capable of full performance (i.e., working efficiently and accurately with minimum supervision and errors, and displaying good customer service skills); and (3) the opportunity to allocate resources to successfully and efficiently

address other-than-normal demand.

- Conduct training and administer an exam or exams in accordance with the training and testing plan approved by USCIS. All Contractor employees shall pass an exam, or a series of exams that equate to a final exam, before being allowed to take calls, serve as a first or second line supervisor, or work in a quality control capacity. Separate tests to measure the knowledge of each level of employees (i.e., CSR, Supervisor, Trainer, Quality Control) shall be developed and utilized. Tests may be given at separate points during the training program as appropriate. This testing regime shall at a minimum include the following components:
 - Basic customer service skills - focused on skills such as courtesy, and a basic understanding of how to interact with people from different cultures from around the world. Testing shall include simulated situations.
 - The language of citizenship and immigration - focused on an understanding of the terms and other nomenclature used to ensure an ability to understand and convey customer needs and applicable rules, procedures and eligibility, and a basic understanding of USCIS procedures both with respect to customer service and how various kinds of cases are typically processed. This closed book test shall be taken from a large pool of questions about terms, basic benefits and eligibility and USCIS case processing and customer service procedures.
 - Accuracy and Completeness - the ability to search through the array of information and reference material, explain the appropriate information accurately and completely, and the ability to understand a scenario, draw the appropriate conclusions and synthesize the correct answer. This may be an open-book timed test using the relevant systems, databases, reference materials and tools.
 - Standard Operating Procedures and Benefit Determinations - the ability to understand and correctly apply and administer SOP's to particular circumstances, with particular emphasis on transaction services. These shall come from the SOP's approved by the USCIS, and shall include making determinations in simulated situations and cases.
 - Ethics - to include general ethics, and behaviors required of a person whom customers may to an extent view as representing the U.S. Government.
Privacy Act - focused on the application of the Privacy Act.

8.2. Continuing Development

The Contractor shall conduct on-going, in-service training to broaden CSR's knowledge and enhance service skills to ensure that staff: (1) keep current on any changes in information; and (2) are provided information on new USCIS guidelines.

The Contractor shall:

Provide refresher training, updates and remedial training, as appropriate, and annual

refresher training on content areas identified by USCIS as problematic. CSR's and quality control personnel shall pass an annual recertification.

- Develop and implement innovative methods to train content updates while minimizing time taken away from the phones.
- Conduct training, at no additional cost to the USCIS, when new versions or revisions of the call guide are deployed by USCIS.

USCIS will provide the Contractor's training staff with periodic content training as laws and regulations change. Other than routine data changes, which will be made as they occur, and emergent releases to accommodate requirements, USCIS plans to release content weekly each Wednesday, to be implemented the following Monday. The Contractor should anticipate that even given the stipulated role of CSR's there shall be a significant ongoing role of keeping CSR's informed and trained about changes in navigation and material as laws and procedures change. USCIS will only consider training costs separate from CLIN pricing based on call volume when USCIS substantially revises the IVR or substantially revises the array of services offered through the NCSC.

8.3. Course and Reference Materials

The Contractor shall:

- Create trainee and trainer training resources.
- Develop and update training curriculum and resource materials in a modular format to accommodate transition and the addition of new content.

All training materials developed under this contract are the property of USCIS. The Contractor shall provide electronic versions upon request. At the end of the contract, all training materials developed in support of this contract shall be turned over to USCIS in its entirety in Microsoft Windows software electronic format.

The Contractor shall:

Develop and implement as a subset of the training and development plan a comprehensive customer service representative plan including criteria for selecting instructors, comprehensive training plan including "soft" and subject matter skills, a time line for training CSR's, training for Spanish and hearing-impaired callers, certification procedures for instructors and CSR's, and training assessment methods. The plan shall also include evaluation methodologies and criteria to determine other training options available in the event that the initial training program may need to be enhanced. The training plan shall be reviewed and revised at a minimum annually or in the interim as necessary.

- Specify in the training plan measurements to determine CSR's readiness/certification to assume responsibilities of a production environment. Establish minimum performance goals for knowledge comprehension, communication skills, and operational proficiency.

Perform new hire training (to include readiness certification), knowledge base training, regularly scheduled continuous learning sessions, and emergency/event/new guideline training on an as-needed basis.

- Include the supporting technology systems as an integral part of all CSR training.
- Implement a "blended delivery" approach utilizing a variety of adult learning techniques to meet the needs of specified training requirements.

Communicate performance expectations and measurements to all employees responsible for either producing or managing program results.

- Provide CSR's with the knowledge, tools and skills necessary to respond to inquiries/calls at the required service levels and the stipulated performance based quality standards.

Provide instructors who have successfully completed CSR training, certified in accordance with procedures defined in the training plan, and have a highly proficient working knowledge of the technology and experience in call center operations. All training plans and certifications shall be approved by the Contracting Officer. NCSC will conduct the initial collaboration training and the Contractor is expected to assume responsibility thereafter.

9. KNOWLEDGE BASE TRAINING

USCIS must comply with evolving laws and regulations. To ensure accuracy, a comprehensive knowledge of USCIS nomenclature, processes, procedures, and ability to access pertinent information is required to meet performance requirements of this contract. USCIS will provide and maintain a knowledge base which the Contractor shall be required to access to respond to customer inquiries. The Contractor shall also be required to access USCIS tools to process Customer Referrals, Case Status, and other inquiries.

9.1. Subject Matter Knowledge

The Contractor shall:

- Develop a partnership with USCIS staff to promote opportunities for shared training events.
- Include methodologies to build depth in knowledge for CSR's and instructors.
Train CSR's on approved edits of knowledge management materials.

9.2. Information Retrieval

The Contractor shall provide:

In depth working knowledge of the desktop application, navigation skills such as the use of advanced search strategies, and screen guides to locate appropriate content.

- Effective use of referral databases and other knowledge tools.

9.3. Call Scenarios

The Contractor shall provide training opportunities to allow CSR's to: (1) familiarize themselves with the type of questions they are likely to receive, (2) apply techniques for dealing with likely call scenarios, and (3) allow CSR's to conduct knowledge base searches.

10. EVALUATION OF TRAINING AND CALL MONITORING

The Contractor shall implement evaluation processes to determine a CSR's readiness to assume responsibilities in a production environment, to identify call-handling discrepancies and to determine opportunities for improvement and remedy once in a production environment.

10.1. Evaluation

The Contractor shall:

Determine training evaluation measurements on all aspects of the training process, e.g., written tests for content and operational basics and job-simulated exercises. Classroom and on the job performance measurements developed by the Contractor are subject to USCIS approval.

Develop and maintain a system for tracking new and on-going training classes (historical view of each CSR), trainee classroom performance, training evaluations, trainee on-the-job readiness certification scores, and results of call monitoring evaluations.

Conduct call monitoring evaluation activities from a tiered perspective:

- At the supervisor level with the goal of coaching the CSR to improve performance, and
- Identify from the quality control analysts' perspective who are responsible for making sure that the information shared is accurate and identifying any problem areas.

Factor the results of the proficiency and call monitoring evaluations into the individual CSR employee evaluations.

Provide monthly status in Program Management Status Report.

10.2. Call Monitoring

The Contractor shall:

Implement call monitoring voice recording technology system/tool and procedures for the purposes of call evaluation to identify call handling proficiencies/discrepancies or opportunities for improvement, remedy or recognition; document scripting clarification; and translate call-monitoring data into training practices (coaching or remedial training).

- At a minimum, evaluate 2 calls per full-time CSR per day. At least 1 call per day shall be evaluated for part-time CSR's.

Use performance feedback (quality assurance, call monitoring, etc.) to determine and prioritize training needs.

- Document (Staff Acknowledgment Agreement) knowledge of calls monitoring and taping of test calls.
- Provide USCIS and its authorized representatives (including third party Contractors) the capability to perform blind monitoring of CSR calls and conduct mystery shopping for random evaluation of services provided.
- Make available all recorded calls to USCIS and its authorized representatives for purposes of QA efforts as requested. All calls shall be maintained for a minimum of 90 days.

USCIS maintains an independent monitoring program to gauge behavioral performance. USCIS also maintains a secret shopper program to gauge the accuracy and completeness of the information and services provided, measures the accuracy of data collected in various ways, and conducts an independent customer satisfaction survey. The results of these activities are embedded in the associated performance metrics under which the Contractor is evaluated. The Contractor shall participate with USCIS in the USCIS independent monitoring program, and shall use the feedback provided by USCIS secret shopper findings, independent monitoring and customer satisfaction survey in its management of its operations. The Contractor may utilize USCIS secret shopper scenarios as part of its own training program, and may use the monitoring program and secret shopper program internally.

11. DESKTOP APPLICATION/USER INTERFACES

User interface shall support integrated retrieval tools that provide prompts to supply information to specific questions, and support service requests for requests for information. Desktop Application shall be integrated into operational procedures and technological infrastructure to ensure that its capabilities are fully utilized.

The Contractor shall provide the system design plan to build an integrated seamless desktop application to meet operational needs under this contract and provide the necessary access so CSR's are aware of the IVR selections made by customers needs. Screen concepts shall be included in the plan.

At a minimum, the desktop capabilities shall:

- Perform outbound call/transfers, as well as handle inbound calls.
 - Develop a customized series of interfaces based on functional requirements. These interfaces will aggregate and present specific audience information and integrate with USCIS websites and systems.
- Support high availability for a large number of concurrent users without degrading system performance.

12. CHANGE CONTROL/DATA ACCESS/SECURITY

The Contractor shall:

Define data access policies/change control procedures that control access to systems, data files or specific data elements by authorized persons or systems.

The data access policies/change control procedures should comply with the USCIS policies where CSR accesses the USCIS sensitive data.

Conduct change management meetings on a regularly scheduled basis. All changes to the environment must undergo a review process to ensure a stable and manageable environment is maintained.

Support an integrated security framework that effectively handles all access control decisions.

13. CONFIDENTIALITY

Ensure that the confidentiality and privacy of citizenship and immigration information is protected from loss, unauthorized use, access, or disclosure, including electronic and oral information. The Contractor shall:

- Annually provide privacy procedures for protected information and how it is used within the system. Ensure that the call center will use the information for clearly defined purposes, safeguard the information, and protect it from compromise.
- Store and process information in an electronic format so that unauthorized persons cannot retrieve (i.e., "hack") the information via computer.
- Educate employees about privacy procedures and provide written instructions to all of its employees about the confidential nature of the information and the penalties associated with unauthorized use or disclosure.

Ensure that Contractor employees accessing USCIS information will comply with USCIS security policies.

USCIS retains ownership of any data that is collected in responding to inquiries and shall not be shared by the Contractor with other Government agencies, organizations.

- Address storage, disposal, and dissemination of recorded calls.

14. Network Management

The Contractor, at no additional costs to the Government, shall provide network engineering and management services required to support the NCSC, including, but not limited to: network and call routing design; traffic analyses; fault isolation, service coordination and restoration; recommendation, processing, coordination, and monitoring of service orders; and activate, coordinate, and oversee emergency/disaster recovery activities. This includes supporting the telecommunications activities of the USCIS' FTS Vendor to install, upgrade, test, and troubleshoot network telecommunications services and features. This also includes providing the USCIS' FTS Vendor remote access to the MCS-Genesys T- Servers through the Contractor's firewall. Contractor shall ensure remote access and dial-in capabilities provide strong authentication and access control and audit and protect sensitive information throughout transmission.

Contractor must report any event that is a security incident to the DHS CSIRC. Ref: DHS 4300 A, Page 28, Section 5.6.2 Network Security Monitoring.

15. Communication System

The Contractor-selected system shall support a virtual call center environment and be available, scalable, flexible and secure. Utilize industry best practices and technology to enhance customer service and minimize the burden on those calling the call center.

The Contractor shall:

Annually provide a telecommunications system design and management plan that includes at a minimum: description and diagram of the voice and data telecommunication, description of all technology, and technical support personnel along with phone numbers.

Develop, test, maintain and resolve all communication service issues, outages, or upgrades for the telecommunications architecture. Architecture shall include the following capabilities as a minimum:

- Ability to connect to approved FTS networks.
- Support MCS-Genesys intelligent call routing.
- Support automatic call distribution based on next available CSR, skill base routing, language independent of location, overflow routing, and virtual call centers.
- Support TDD services for the hearing impaired.
- Monitor and visually display call-handling statistics and availability status real time at onsite locations.

16. Computer Telephony Integration

The Contractor shall:

Perform all telephony functions from within the desktop application such as changing the status of their telephone, answering incoming calls, call transferring, etc.

- Allow for screen transfer so that transaction information is embedded and passed along to the next point in the workflow.
 - Automatically populate CRM fields and display of caller-relevant information.
- Integrate with call monitoring tools.
- Activate emergency alarm to capture phone number in the event of a threatening call.
- Integrate and coordinate with USCIS or law enforcement agencies.
- Capture information from IVR to pass within workflow.
- Provide screen prompts or scripting and customer points of contact from IVR.

- Provide encryption devices, software, equipment, and services to ensure the transfer of sensitive information.

The Contractor may replicate menus and scripts on its own systems to provide them to CSR's, but in so doing is required to keep the material current and consistent in structure and content with USCIS provided material.

17. System Support

The Contractor shall, at contract inception, provide a staffing plan to design, install and maintain all equipment, phone systems, software, and additional facilities necessary to support all functional areas and to meet the requirements of this contract.

18. PROGRAM MANAGEMENT, ORGANIZATION, AND DEPLOYMENT

18.1. Program Management

The Contractor shall submit a Program Management Plan that demonstrates an understanding of the requirements and comprehensively details management strategies and methodologies to meet the performance requirements of this contract. The Program Management Plan shall include:

- The management structure of the Program Management Team, organizational charts, key personnel and main points of contact, and identify project teams and their roles and responsibilities.
 - Identification of all partners, subcontracts, subcontractor management, criteria for selection, and description of services to be performed.
 - Detailed mitigation responses in the event measures fall short of compliance to ensure satisfactory performance of program/project team members and subcontractors.
- Specification of strategies to manage the consolidation, keeping a long-term strategic view, but implementation with targeted, tactical and well-coordinated initiatives to accomplish both short and long term objectives.

Specify a single, senior manager to serve as the focal point for management of services and functional operations required under this contract. The Program Manager (PM) shall have sufficient organizational, technical, and contractual level authority to ensure full commitment of resources. This individual shall be involved with the resolution of technical and contractual issues related to meeting contract performance requirements. Contractor must notify the COTR prior to any change of PM. In order to meet program-meeting requirements, the Contractor's Program Manager shall be located within the Washington, DC metropolitan area.

The program management plans will be a living document that the Contractor shall evaluate periodically and update as necessary based on changes. All changes to the project's final schedule and plan must be discussed with and approved by the CO in advance.

The Program Management Plan shall also consist of the following subplans identified below:

- Contingency Plan/Disaster Recovery Plan
- Personnel and Staffing Plan
- Implementation Plan
- Contract Transition Plan (end of contract)
- Security Plan

Quality Control Plan

18.1.1. Monthly Status Report

The Contractor shall provide Program Management Monthly Status Reports. Reports shall include updates on all activities/projects as specified in the functional requirements and an earned value report, not to exceed 25 pages. Propose format recommendations; however, all metric elements must be included in the report. Final format of report will be determined upon award.

18.1.2. Contingency Plan/Disaster Recovery Plan

For a call center to be an effective service provider, it must be consistently and continually available to meet customer service requirements. To minimize potential down time, it is critical that an architectural infrastructure and operational culture be established to support USCIS' stated performance measurements and objectives.

The Contractor shall:

Annually provide a Business Continuity/Contingency Plan to meet an availability requirement of 99.99% for mission critical operational services. Critical operational systems need to be architected and operated to provide the services of the call center in a highly reliable manner.

- Ensure the Business Continuity Plan encompasses such factors as contingency and disaster recovery measures for all critical areas of the operation. This plan shall ensure continuity of service in the event of naturally occurring disasters, national emergency, or software, system, or equipment failure causing interruption of service. The plan shall detail provisions for levels of operational redundancy, reconfiguration procedures, or interim processing capabilities during restoration, emergency or backup power supply, precautionary measures such as systems back-up procedures, off-site storage, alternative sites, system reliability, pass IVR path & Tier 1 path to Tier 2, and system security. These plans shall be based on three essential phases: Activation and Relocation (0 to 12 hours), Alternate Facility Operations (12 hours to termination), and Reconstitution (termination and return to normal operations). At a minimum, the plans shall be tested/exercised annually.

Ensure SOP's are developed for such areas as testing and validating software, on-going

systems maintenance, rolling out new equipment, and making modifications to the technical infrastructure. Back-out procedures must be defined in the event changes disrupt stability of the systems.

- Ensure that the plan addresses risk management analysis and assessment, detail processes and procedures for service availability notification, damage assessment, and change control strategies to reduce points of failure and prevent future outages.

The Contractor shall develop and maintain implementation plans and guidance for its staff concerning contingency operations during special and emergency situations such as fire, accidents, disturbances, and other circumstances that could jeopardize operations. A methodology for technology and naturally occurring disasters shall be addressed. The Contractor shall develop, review, test, and update site-specific plans at the Contractor-supported sites on at least an annual basis. The plan shall specify backup procedure, type of backup, media storage at on-site/offsite locations and backup media retrieval in case of site failure. These plans shall ensure continuity of operations under special and emergency circumstances and be based upon and consistent with site plans at each supported location. The Contractor shall identify and describe procedures to follow in the event of a Federal Government closure or other emergency affecting the area in which the Contractor sites are located.

The Contractor shall develop a plan to describe how the Contractor shall relocate to a different location in the event that a disaster, either natural or otherwise, causes the call center in any of the locations to be closed for an extended period of time. The Contractor shall also develop a plan to describe how the Contractor shall relocate people to one of the existing call center locations if one of the call centers must be closed for an extended period of time. The plan will be based on three essential phases: Activation/Notification; Recovery; and Reconstitution.

Contractor shall identify and train all the persons involved in IT Contingency Planning effort in the procedures and logistics of IT contingency planning and implementation.

18.1.3. Personnel and Staffing Plan

Key Personnel – The Contractor's plan shall provide for staffing key positions detailing criteria used and selection process to fulfill the requirements of this contract. Key personnel may include subcontractors.

Staffing Plan - The Contractor's plan shall demonstrate how they intend to staff the project. The Contractor shall include all necessary supervisory, project management, managerial, technical and administrative support to meet planning, implementation, operation and management requirements of this contract.

Recruitment Plan - The Contractor's plan shall address procedures to hire, train and retrain a workforce capable of performing the work required under this contract. The Contractor shall include criteria for the selection of employees, procedures for staffing, and clearance processing.

Retention Plan - The Contractor shall demonstrate their methods and strategies to employ and retain competent, qualified personnel to perform services of this contract in an effective, prompt, accurate, courteous and efficient manner.

The Contractor shall adopt strategies to encourage stability in the workforce, maintaining full staffing levels during absences and employing such practices as performance-based compensation for CSR's based on calls handled and the quality performance metrics under which the Contractor's call handling performance is measured, performance-based compensation for other staff, recognition programs, and career paths.

18.1.4. Implementation Plan

The Contractor shall provide an implementation plan detailing the activities associated with assuming responsibilities of the technical and functional requirements of this contract, including the transition of existing operations and incorporating all program activities into a consolidated operation. The plan shall address ways to minimize deployment risks by integrating a strategic, tactical and functional view of operations; manage the scope by reducing complexity; balance service continuity; and schedule expansion to meet broader requirements.

The plan shall address all technical, operational, and management activities necessary to support the planning, implementation, and augmentation of existing operations.

The Contractor shall:

- Provide a Start-Up Plan to address Contractor's ability to augment existing call center operations. Base plan on using management teams to direct day-to-day responsibilities, tactical, and strategic aspects of implementation, recommend functional/project teams and define roles for each, identify team leaders, and specify outcomes for each team effort. Some teams may be cross-functional in nature.
Provide monthly status reports.

The Contractor shall provide a Phase-In Plan to describe its methodology for assuming the incumbent Contractor's separate areas of responsibility without interruption to any of the corresponding service functions. The Contractor shall not begin work until capable of taking 20% of the total monthly calls based on a commensurate level of CSR's and supervisors being certified, trained and cleared; incremental increases in work shall be as the Contractor's certified capacity increases.

Transition Requirements

The Contractor shall install, test, and transition the following within the first 120 calendar days after contract award:

1. Within 7 days identify to the USCIS Program Manager the number of PRI circuits required for each call center location.

All telephone switching equipment including, but not limited to, switch message announcements, cables, telephone instruments and softphone capability including proper setup to accept skills based routing, default routing, trunk-to-trunk routing, take-back-and-transfer, transfers to Tier 2, all queues, and DNIS numbers.

TDD and transfer to Tier 2.

All computers and connectivity to required USCIS web sites and databases.

Two (2) T-Servers (one primary and one for the High Availability Stand-by Option) installed with MCI provided Genesys software for the MCS-Genesys, Intelligent Call Routing at each call center location.

Supervisor workstations installed with MCI provided Genesys software for the MCS-Genesys Intelligent Call Routing.

Setup skills based routing including skill levels of CSR's. This will require that the Contractor interface with MCI.

Provide MCI with names of the Contractor personnel authorized to have access to MCS-Genesys features such as CCPulse, CCAnalyzer, and SCL.

Work with MCI to provide items such as IP Addresses for the installation of Frame Relay circuits, routers, and modems to facilitate the MCS-Genesys.

10. Provide MCI access through the Contractor's Firewall for the purposes of trouble resolution and testing call routing strategies.
11. Connect all MCI provided T-1 circuits, PRI circuits, and Frame Relay circuits to premise equipment. Work with MCI to test and turn-up circuits.
12. Work with MCI and USCIS to perform failover testing of the MCI installed Frame Relay circuits, routers, and modem.
13. Perform User Acceptance Testing of all hardware, software, and FTS circuits installed for the implementation of this contract.
14. Ensure that all T-Server logs are immediately available to MCI for review and troubleshooting.
15. Install CTI and Softphone transfer technology and capability.
16. Provide All CTI integration in order to pass required data from Tier 1 to Tier 2.
17. Install T-1 circuit and telephone number that will be used to call forward to the International Host Connect.
18. Install telephone recording equipment.
19. Ensure connectivity to nationwide appointment scheduling system.

18.1.5. Contract Transition Plan – (End of contract)

USCIS expects a smooth, orderly, cooperative transition of services. All materials and data (most current versions) created and collected during the course of this contract and owned by the USCIS shall be turned over in a timely manner as requested by USCIS.

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 COTR 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.

19. COLLABORATION

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.

20. PERFORMANCE REQUIREMENTS

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.

21. SECURITY REQUIREMENTS

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 4360, 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."

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.

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.

24. ADDITION OF SERVICES

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.

25. KICK-OFF MEETING

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.

26. KEY PERSONNEL

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.

27. LIABILITY OF INFORMATION

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.

28. ORGANIZATIONAL CONFLICT OF INTEREST

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.

29. PERIOD OF PERFORMANCE

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 (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(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 15th 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.
 - ☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3));
 - ☒ (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.
 - ☒ (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).
 - ☒ (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).
 - ☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - ☒ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - ☒ (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).
 - ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - ☒ (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).
 - ☒ (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 1 (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)

ATTACHMENTS

RFP HSSCCG-05-R-00012

III-2

USCIS/NCSC

ATTACHMENT 1 - USCIS NETWORK

USCIS/NCSC

III.3

MP7 HSSOCG-05-R-00612

Attachment 2 - Performance Measurements

| Metric | Measurement | Frequency | Expected Target Performance | | Calculation | Metric | Measurement | Frequency |
|--|--|-----------|-----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------|
| | | | Min | Max | | | | |
| Call Monitoring (CSAT) and eSatisfaction Results from Third Party Monitoring | 80.00% - 82.00% 80.00% - 82.00% | Monthly | 80.00% - 82.00% | 82.00% - 84.00% | 80.00% to 85.00% | 80.00% - 82.00% | 82.00% - 84.00% | Monthly |
| | | | 80.00% - 82.00% | 82.00% - 84.00% | 80.00% to 85.00% | 80.00% - 82.00% | 82.00% - 84.00% | Monthly |
| Accuracy of Information Provided Results from USCIS (or third party) Mystery Shopper Program | 90.00% - 92.00% 90.00% - 92.00% | Monthly | 90.00% - 92.00% | 92.00% - 94.00% | 90.00% to 95.00% | 90.00% - 92.00% | 92.00% - 94.00% | Monthly |
| | | | 90.00% - 92.00% | 92.00% - 94.00% | 90.00% to 95.00% | 90.00% - 92.00% | 92.00% - 94.00% | Monthly |
| Accuracy of Capturing Information Results from Electronic Self-Service Form (validated with sample of returned forms ordered and return mail from large, medium, and small offices) | 90.00% - 92.00% 90.00% - 92.00% | Monthly | 90.00% - 92.00% | 92.00% - 94.00% | 90.00% to 95.00% | 90.00% - 92.00% | 92.00% - 94.00% | Monthly |
| | | | 90.00% - 92.00% | 92.00% - 94.00% | 90.00% to 95.00% | 90.00% - 92.00% | 92.00% - 94.00% | Monthly |
| Customer Satisfaction (based upon questions 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100) | 80.00% - 82.00% 80.00% - 82.00% | Monthly | 80.00% - 82.00% | 82.00% - 84.00% | 80.00% to 85.00% | 80.00% - 82.00% | 82.00% - 84.00% | Monthly |
| | | | 80.00% - 82.00% | 82.00% - 84.00% | 80.00% to 85.00% | 80.00% - 82.00% | 82.00% - 84.00% | Monthly |
| Average Speed of Answer, Results from WorkCom Report from Call Answered Spectrum | 70 seconds or greater 70 seconds or greater | Monthly | 70 seconds or greater | 70 seconds or greater | 70 seconds or greater | 70 seconds or greater | 70 seconds or greater | Monthly |
| | | | 70 seconds or greater | 70 seconds or greater | 70 seconds or greater | 70 seconds or greater | 70 seconds or greater | Monthly |
| Abandoned Calls Total, Results from WorkCom Report from Call Abandoned and Call reports | 1.00% - 2.00% 1.00% - 2.00% | Monthly | 1.00% - 2.00% | 2.00% - 3.00% | 1.00% to 2.00% | 1.00% - 2.00% | 2.00% - 3.00% | Monthly |
| | | | 1.00% - 2.00% | 2.00% - 3.00% | 1.00% to 2.00% | 1.00% - 2.00% | 2.00% - 3.00% | Monthly |

Attachment 3 - Performance Assessment Plan

This section describes the evaluation criteria and measures that will be used to assess the ongoing performance of the Contractor, hereafter referred to as the "Performance Assessment Plan." This Performance Assessment Plan, as depicted in Tables (refers to table with incentive and disincentive scores), prescribes how performance results will be assessed to determine the amount of incentive awards and/or deductions to be applied to Contractor's quarterly invoice amount.

The Performance Assessment Plan is based on performance ranges called performance bands. Each metric has an optimal target band. Performance within the target band shall result in no incentive or deduction being applied for that metric. Performance in bands above or below the target band will result in an incentive or deduction being assessed against the Contractor's quarterly invoice amount.

The maximum amount of incentive/deduction to be applied each quarter will be 10% the quarterly invoice amount. The first Performance Assessment will be conducted no later than 3 months after contract transition. Subsequent Performance Assessments will be conducted quarterly thereafter.

Conducting Performance Assessments

Performance assessments will be conducted on the consecutive 3-month period immediately prior to the assessment to determine the amount of the Incentive Award or Deduction. The average 3 month performance assessment score, expressed as the Performance Index, will be used to determine the amount of the Incentive Award or Deduction.

A. Calculating Performance Incentive Award

To be eligible for incentive award, the average monthly performance measurement for each of the performance indicators must meet or exceed the target performance band for the consecutive 3-month period immediately prior to the assessment.

To determine the Incentive Award Score for the performance assessment period, obtain the average performance measurement for each performance indicator. For performance indicators that are measured weekly, obtain the average monthly performance measurement and use the average as the performance measurement for the month. For performance indicators that are measured quarterly, the resultant performance measurement shall be used as the average performance measurement for the assessment period. Performance within the target band shall result in no incentive or deduction being applied for that metric (Incentive Award Score = 0). The amount of the incentive to be awarded shall be based on the formula contained in Table 1.

Table 1 – Incentive Award Score Calculation (Example)

| Performance Indicators | Performance Measurement Month 1=(M1) | Performance Measurement Month 2=(M2) | Performance Measurement Month 3=(M3) | Average Performance Measurement (M1+M2+M3)/3 | Incentive Award Score |
|------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--|-----------------------|
| 1 Call Monitoring | 93 | 97 | 99 | 96.34 | 6.00 |
| 2 Accuracy of Info Prov | 96 | 98 | 99 | 97.34 | 5.00 |
| 3 Accuracy of Info Capt | 96 | 98 | 99 | 97.34 | 5.00 |
| 4 Customer Satisfaction | 90 | 90 | 92 | 90.67 | 6.00 |
| 5 Average Speed of Ans | 25 | 30 | 35 | 30 | 20.00 |
| 6 Abandoned Calls | 1.00 | 0.75 | 0.80 | .85 | 20.00 |
| Total Incentive Award (SUM) | | | | | 62 |
| Maximum Achievable Incentive Award | | | | | 100 |
| P = Performance Index (%) | | | | | 62/100=.62 |

| | |
|--|----------------|
| B. Total Quarterly Invoice Amount | \$5,000,000.00 |
| Performance Pool (10%) | \$500,000.00 |
| Performance Incentive Percentage | 62.00% |
| Total Quarterly Incentive | \$310,000 |

C. Calculating Performance Deduction

USCIS will assess appropriate deduction on Contractor payment for underperformance on one or more performance indicators recorded during the performance assessment period.

To determine the Deduction Score for the performance assessment period, obtain the average performance measurement for each performance indicator. For performance indicators that are measured weekly, obtain the average monthly performance measurement and use the average as the performance measurement for the month. For performance indicators that are measured quarterly, the resultant performance measurement shall be used as the average performance measurement for the assessment period. Performance within or exceeding the target band shall result in no deduction being applied for that metric (Deduction Score = 0). The amount of the deduction to be assessed shall be based on the formula contained in Table 2.

Table 2 – Deduction Score Calculation (Example)

| Performance Indicators | Performance Measurement Month 1=(M1) | Performance Measurement Month 2=(M2) | Performance Measurement Month 3=(M3) | Average Performance Measurement $(M1+M2+M3)/3$ | Deduction Score |
|------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--|--------------------------|
| 1 Call Monitoring | 82 | 85 | 90 | 85.67 | -10.00 |
| 2 Accuracy of Info Prov | 82 | 85 | 90 | 85.67 | -10.00 |
| 3 Accuracy of Info Capt | 83 | 89 | 90 | 87.34 | -10.00 |
| 4 Customer Satisfaction | 78 | 76 | 79 | 77.67 | -3.00 |
| 5 Average Speed of Ans | 30 | 78 | 89 | 65.67 | -10.00 |
| 6 Abandoned Calls | 6.0 | 10.0 | 7.0 | 7.67 | -20.00 |
| Total Deduction Score | | | | | -63 |
| Maximum Achievable Deduction Score | | | | | -100 |
| P = Performance Index (%) | | | | | $\frac{-63/-}{100}=0.63$ |

| | |
|--|----------------|
| D. Total Quarterly Invoice Amount | \$5,000,000.00 |
| Performance Pool (10%) | \$500,000.00 |
| Performance Deduction Percentage | 63.00% |
| Total Quarterly Disincentive | \$315,000.00 |

ATTACHMENT 4 - ACRONYMS

| Acronym | Meaning |
|---------|--|
| ACD | Automatic Call Distributor |
| ANI | Automatic Number Identification |
| CMS | Call Management System |
| CO | Contracting Officer |
| COTR | Contracting Officer's Technical Representative |
| CRM | Customer Relationship Management |
| CSR | Customer Service Representative |
| CSU | Channel Service Units |
| CTI | Computer Telephony Integration |
| DHS | Department of Homeland Security |
| DNIS | Dialed Number Identification Service |
| EBISS | Employee, Business, Investment, & Student Services |
| FAQ | Frequently Asked Questions |
| GPO | Government Printing Office |
| IIO | Immigration Information Officer |
| INS | Immigration and Naturalization Service |
| ISD | Immigration Services Division |
| ISDN | Integrated Services Digital Network |
| IT | Information Technology |
| IVR | Interactive Voice Response |
| LEC | Local exchange carrier |
| NCSC | National Customer Service Center |
| OSHA | Occupational Safety and Health Act |
| PC | Personal Computer |
| PM | Program Manager |
| PRI | Primary Rate Interface |
| PWS | Performance Work Statement |
| QA | Quality Assurance |
| QAE | Quality Assurance Evaluator |
| QAP | Quality Assurance Plan |
| QAS | Quality Assurance System |
| QASP | Quality Assurance Surveillance Plan |
| QC | Quality Control |
| SOP | Standard Operating Procedure |
| TDD | Telecommunications Device for the Deaf |
| UPS | Uninterruptible Power Supply |
| USCIS | United States Citizenship and Immigration Services |

Attachment 5 - Survey

USCIS Customer Satisfaction Survey Results for
January 2005 Callers

12B. How would you rate the customer service representative on the following characteristics? *The representative seemed to fully understand my questions.*

12C. How would you rate the customer service representative on the following characteristics? *The representative was polite.*

12D. How would you rate the customer service representative on the following characteristics? *The representative did not rush me.*

12E. How would you rate the customer service representative on the following characteristics? *The representative answered my questions promptly.*

Attachment 6 – MATRIX OF DELIVERABLES

RFP HSSCCG-05-R-00012

III-10

USCIS/NCSC

Attachment 6
NCSC Contract Deliverables

| No. | Description | PWS Reference | # of Copies* | POC for Deliverable | Time of Delivery** |
|-----|--|---------------|--------------|---------------------|--------------------|
| 1 | SOPs | B.3.1 | 5 | CO and COTR | 90 DA |
| 2 | Security Training and Awareness | B.7 | 5 | CO and COTR | 30 DI/Annually |
| 3 | Surge Management Plan | B.8 | 5 | CO and COTR | 90 DA/Annually |
| 4 | Training and Development Plan | B.8.1 | 5 | CO and COTR | 30 DA/Annually |
| 5 | Comprehensive Customer Service Rep Plan | B.8.3 | 5 | CO and COTR | 60 DA |
| 6 | Privacy Procedures | B.13 | 5 | CO and COTR | 90 DA/Annually |
| 7 | Telecommunications System Design and Mgmt Plan | B.15 | 5 | CO and COTR | 60 DA/Annually |
| 8 | System Support Staffing Plan | B.17 | 5 | CO and COTR | 60 DA |
| 9 | Program Management Plan | B.18.1 | 5 | CO and COTR | 60 DA/as req'd |
| 10 | Status Reports | B.18.1.1 | 5 | CO and COTR | 30 DI/Monthly |
| 11 | Contingency Plan/Disaster Recovery Plan | B.18.1.2 | 5 | CO and COTR | 90 DA |
| 12 | Personnel and Staffing Plan | B.18.1.3 | 5 | CO and COTR | 30 DA |
| 13 | Implementation Plan | B.18.1.4 | 5 | CO and COTR | 30 DA |
| 14 | Contract Transition Plan | B.18.1.5 | 5 | CO and COTR | 30 DA |
| 15 | Security Plan | B.18.1.6 | 5 | CO and COTR | 60 DA |
| 16 | Quality Control Plan | B.18.1.7 | 5 | CO and COTR | 60 DA |

* 1 Copy of all deliverables shall be forwarded to the Contracting Officer. Four (4) copies shall be forwarded to the COTR.

** DA = Days after Award – DI = Days after Implementation

SECTION IV
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- A. 52.212-1 Instructions To Offerors--Commercial Items JAN 2005
- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show---
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorized facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning

facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

- (g) **Contract award (not applicable to Invitation for Bids).** The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) **Multiple awards.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) **Availability of requirements documents cited in the solicitation.**
 - (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—
GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.
 - (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the—
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.
 - (i) Automatic distribution may be obtained on a subscription basis.

- (ii) Order forms, pricing information, and customer support information may be obtained—
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors 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.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost of price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

B. Addendum Two - Instructions to Offerors -- Commercial Items.

1. Introduction

This Request for Proposal (RFP) seeks to obtain Call Center services for the Department of Homeland Security (DHS) Citizenship and Immigration Services (CIS) National Customer Service Center (NCSC). DHS CIS intends to acquire these services by awarding a contract to one or more Offerors.

All proposals must be received by 3:00pm (EST) on October 28, 2005. No extension of the due date is permitted. Proposals (including the signed SF-1449 and amendments as required) shall be submitted in a sealed envelope (FedEx or equivalent mail service) to the CO, Laura Zuchowski at the address below. DHS CIS requires one original (one hard copy and one electronic copy in Microsoft Office) and four (4) duplicate hard copies of the technical proposal and one original (one hard copy and one electronic copy in Microsoft Office) and two (2) duplicate hard copies of the price proposal. Submissions must show the name and address of the Offeror along with Solicitation Number. No fax submissions will be allowed except for completed Past Performance Questionnaires.

Laura B. Zuchowski
Department of Homeland Security
Office of Procurement Operations
CIS Contracting Office
70 Kimball Avenue
South Burlington, VT 05403
802-872-4102 (Phone)
802-951-6455 (Fax)

2. Prospective Offeror's Questions & Pre-proposal Conference

Questions concerning the solicitation shall be submitted in writing to the Contracting Officer at the mail address shown in Block 9 of the Standard Form 1449 or by fax to (802) 951-6455 and must be received no later than close of business 10/17/2005 to allow a reply to be provided in a timely manner before proposals are due. Offerors may submit questions only by mail or facsimile transmission to the Contracting Officer. In order to receive responses to questions, Offerors shall cite the section, paragraph, and page numbers. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries or comments and will not receive a response. Further, Offerors are reminded that DHS CIS will not address hypothetical questions aimed toward receiving a potential "evaluation decision."

The Government will conduct a Pre-proposal Conference on October 12, 2005, from 10:00 AM to 12:00 Noon at The Washington Court Hotel, 525 New Jersey Avenue, NW, Washington, DC, in the Montpelier Room on the Mezzanine Level. A maximum of two (2) representatives from each Offeror (including teaming arrangements, subcontractors, etc.) are invited to attend and shall pre-

register with the Contracting Office by submitting the names of company attendees, as well as any questions to be addressed at the conference, to the Contracting Officer by close of business October 5, 2005. Registration and questions shall be accomplished in writing on company letterhead by fax to (802)951-6455, or to the mail address in block 9 of the SF 1449. Receipt of the registration notice shall be verified by the Contracting Office via fax to ensure attendees are included. During this conference DHS CIS will present information about the call center requirement and answer the previously received Offeror questions. No questions will be entertained at the conference. Offerors will then have an additional five (5) calendar days after the conference as noted above to submit any additional questions in writing. Responses to all Offeror questions will be available within ten (10) calendar days after the conference. The responses will be provided by posting to FedBizOpps, giving due regard to the proper protection of proprietary information.

3. General Proposal Preparation Instructions

The proposals shall clearly demonstrate the Offeror's understanding of the overall and specific requirements of the proposed contract(s); convey the Offeror's capabilities for transforming their understanding into accomplishments; and present the Offeror's plans, methods, and costs for performing the contract.

Information requested herein must be furnished fully and completely in compliance with the instructions. The information requested and the manners of submittal are essential to permit prompt evaluations of all proposals on a fair and uniform basis. Simple statements of compliance (i.e., "understood," "will comply") without the detailed description of how compliance will be met may not be considered sufficient evidence to meet the requirements of this RFP. Accordingly, any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided may be considered unacceptable.

In the event any changes are allowed to the proposal by the Offerors, they shall be accomplished through the use of amended page(s). Any changes from the original proposal shall be indicated through use of a vertical line, placed adjacent to the change, within the right side margin of the page. The Offerors shall include the date of the revision on the lower right hand footer of the page.

4. Proposal Preparation Costs

The Government will not be obligated to pay any pre-award costs incurred by any Offeror in response to this solicitation.

5. Proposal Content and Submission Instructions

Offerors are cautioned to review the RFP and ensure that the proposal submitted fully complies with all requirements. Each proposal shall clearly demonstrate the Offeror's understanding of the overall and specific technical requirements of the solicitation. The Offeror must provide the requested past performance and pricing information. Clarity and completeness of the proposal is

of the utmost importance. The proposal must be written in a practical, clear, and concise manner, using quantitative terms whenever possible and avoiding qualitative adjectives to the maximum extent possible. Proposals must be legible, single-spaced, computer-printed copy (on one side only), in a type-size not smaller than twelve (12) point proportional, on paper not larger than eight-and-a-half by eleven inches. Offeror's proposals shall have the following three parts listed in a descending order of importance:

- a. Technical Proposal;
- b. Past Performance; and
- c. Price Proposal.

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Prior to award of a contract as a result of this solicitation, the Contracting Officer is required to make an affirmative determination that the prospective contractor is a "responsible" firm, one that is fully capable of satisfactorily providing the required services. This requirement necessitates consideration of factors relating to the fitness of the prospective contractor such as, financial resources, integrity, personnel resources, facilities and equipment, and legal eligibility to received award. The offeror shall provide a narrative discussion, to be included with the price proposal, of available financial resources for personnel, facilities, equipment and supplies to support the contract. The purpose of this narrative is to assist the Contracting Officer in the responsibility determination. Each offeror is also to furnish with the narrative proposal a company financial statement consisting of the offeror's most recent Profit and Loss Statement and Balance Sheet certified by an independent public accountant to provide support that sufficient funds are available to cover the cost of start-up as well as for a minimum of two months of contract performance. This is important because payment for performance under the resulting contract will be made monthly in arrears, within 30 calendar days of receipt of a proper invoice at the designated Government office. The Contractor shall invoice the Government for services performed during a given month at the end of the month. Thus the Contractor shall not receive payment for the first month of performed services until the beginning of the third month of actual performance. The offeror shall include with the narrative the names and phone numbers of those individuals or firms that can verify this information.

Before signing the SF 1449, offerors are cautioned to note the "Contractor's signature" section of FAR part 4.1 which states requirements for contractor signatures for individuals, partnerships, corporations and joint ventures.

All offerors classified as "Other than Small Businesses" by Small Business Administration standards are notified that a subcontracting plan in accordance with the provisions of FAR clause 52.219-9 shall be required with the proposal, shall be included in the price proposal envelope, and that this plan shall become a part of the contract.

6. Technical Capability

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The Offerors shall detail their capability to provide DHS CIS Call Center services in a manner that demonstrates the knowledge, understanding, and technical ability. The technical evaluation criteria in Section V shall be addressed to demonstrate this capability.

7. Past Performance

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The Offeror shall describe previous performance for technical projects similar in size, scope, and complexity to the requirement being competed. The Offeror shall explain the relevance of each past-performance project. In addition, the Past Performance Questionnaire (Attachment 7) should be completed by the references and submitted directly to the CO on or before the due date and time for receipt of proposals. Offeror(s) should instruct their references to fax the completed questionnaires directly to the Contracting Officer as noted on the forms.

If the Offeror has no past performance, the Offeror shall submit a certification of that fact to the CO on the due date for receipt of proposals. The certification shall be in a separately sealed envelope clearly marked with the solicitation number and submitted with the RFP volumes. In accordance with the FAR 15.305(2)(iv), "in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance."

8. Price Proposal

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The Offeror's price proposal shall consist of a brief text explaining price-related items for the solicitation. The Offeror should include a breakdown of labor categories, along with descriptions, and corresponding rates. The Offeror shall certify that their proposal properly reflects applicable Department of Labor Wage Determinations, and state the applicable DOL Wage Determination numbers, if any.

9. Minimum Acceptance Period

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The Government requires a minimum acceptance period of 90 calendar days for the offer. Offerors may specify a longer acceptance period than the Government's minimum requirement. The Offeror allows the following acceptance period: [specify number of calendar days]. An offer allowing less than the Government's minimum acceptance period shall be rejected.

10. Proposal Rejection

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The Government may reject any proposal that does not address the totality of the solicitation requirements, including the contract terms and conditions.

11. Oral Presentations

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USCIS may request oral presentations from Offerors after an initial review of written proposals is completed. The oral presentation process will be conducted in accordance with FAR 15.102. Offerors will be notified of their selection for oral presentations seven (7) days prior to the date presentations will be conducted. Any detailed information about the oral presentations will be provided to Offerors.

12. Discussions

The Government intends to award without discussions with Offerors (except communications conducted for the purpose of clarification). Consequently, each offer should be submitted on the most favorable terms that the offering firm is able to submit to the Government. The Government reserves the right to conduct discussions if they are later determined by the CO to be necessary.

13. Basis for Award

USCIS will make a selection and award the contract(s) in accordance with the guidelines provided by the FAR and this RFP. Awards will be made to the Offeror(s) whose proposal represents the best value to the Government.

As defined in FAR 2.101, Best Value means "the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement." Consequently, this contract(s) will be given to the responsible Offeror(s) whose proposal, conforming to the solicitation, results in the most advantageous integration of the Technical Capability, Past Performance, and Price factors.

USCIS will utilize a trade-off process between price and non-price factors to allow USCIS to accept other than the lowest priced proposal, or other than the highest technically rated Offeror. Neither the lowest cost nor the highest technical rating will be the definitive-determining factor in making an award. If two Offerors have similar technical capability and past performance, then price may become the discriminating factor. Ratings between competing proposals will be analyzed to determine what the difference may mean in terms of performance, and what it will cost the Government to take advantage of it. As such, the Government may reject any or all offers if such action is in the best interest of the Government, and the Government may accept an offer that is not the lowest price.

14. Unsuccessful Offeror Debriefings

Unsuccessful offerors, once notified in writing by the Government, may submit a written request for a debriefing on the results of the evaluation of their proposals. Any such debriefings will be conducted by the CO with the support of Legal Counsel, other SSO members or advisors, as required. Debriefings shall discuss the major weaknesses and strengths of individual offerors' proposals and shall not make any comparisons to other offerors' proposals or discuss the relative merits or technical standing of the competitors. The debriefing shall not reveal any information that is not available to the unsuccessful offeror under the FAR or Freedom of Information Act (FOIA).

SECTION V
PROPOSAL EVALUATION

A. 52.212-2 Evaluation—Commercial Items JAN 1999

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Capability;
2. Past Performance; and
3. Price

The above factors are listed in descending order of importance. When combined, Technical Capability and Past Performance are significantly more important than price.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

B. Addendum Three - Evaluation – Commercial Items

1. Evaluation Approach & Source Selection

USCIS will use the following source selection procedures to conduct this acquisition. The source selection procedures involve the use of a structured process that involves a Source Selection Organization (SSO) responsible for the evaluation of the proposals and selection of a source for award. The SSO will include the Source Selection Authority (SSA), a Technical Evaluation Committee (TEC), a Business Evaluation Committee (BEC) and advisors as required.

The TEC will be responsible for the review and evaluation of the Technical proposal and past performance. The BEC will be responsible for the review, analysis, and evaluation of the pricing and business proposal. The TEC and BEC will submit all findings to the SSA for the final source selection decision. The SSA will review the findings and make the final source selection decision.

2. Evaluation Criteria

a. Technical Capability

The Technical Capability factors assess the ability of the Contractor to demonstrate the knowledge, understanding and technical ability to meet USCIS call center service requirements in the PWS. The following factors will be considered in evaluating the Offeror's Technical Capability. These factors are listed in descending order of importance and, when combined, will compose the Technical Capability rating.

1) Facilities, Equipment and Personnel

The Offeror shall present a list of all equipment and facilities, a schedule outlining milestone dates to provide fully functional operations, and a schedule outlining the number of CSR's, Supervisors, Quality Control and other support staff to be hired, trained, cleared and ready to handle customer inquiries, it proposes to use under this contract. The Offeror must currently have multiple operational call center facilities. Leasing options for expanded operations must be in place for all facilities proposed and evidence shall be provided. The functions of the equipment shall be stated. Experience utilizing automated call quality software in a call center environment is required. The USCIS will evaluate whether the proposed equipment, technology, facilities and staffing plans are adequate and appropriate to meet all the performance requirements of the Performance Work Statement (PWS).

Extra consideration shall be given to offerors proposing to continue operations in the Southeastern Kentucky HubZone where NCSC operations are currently located. Offerors who can begin operations in shorter periods of time, i.e., 45-60 days instead of 90-120 days, will receive higher evaluations.

2) Corporate Experience

The Offeror shall provide demonstrated experience in fulfilling the technical requirements of call center contracts of similar size and scope to the solicitation, including experience of familiarity with National Government Call Centers and requirements identified in the PWS. Proven experience handling in excess of 150,000 live assistance calls monthly for a period of 12 months or more is required. Offerors not meeting this minimum criteria stated will not be considered. Demonstrated experience operating a Government call center is required. The Offeror shall also describe experience in the following areas:

- Complexity of information disseminated
- Management of cyclical call volume and unforeseen spikes
- Management of complex start ups and transitions
- Management of project cost
- Client satisfaction

3) Program Management Plans

The Offeror shall include Program Management Plans with a detailed description of each plan in the PWS.

The Offeror's Performance Management procedures shall reflect a sound management approach

and an understanding of the requirements to be performed. The Offeror shall demonstrate its ability to provide uninterrupted, high quality performance and overall effective contract management. Quality assurance measures and procedures should be based on successful application, relate to task performance/management, and enhance the quality of services and deliverables. Plans shall include an incentive plan to reward CSR performance. The Offeror shall provide the following information regarding its performance management structure and capabilities:

- An organization chart identifying the entire chain of command in the organization, the chain of command for managing this contract, and the organizational components that support this contract, including those that provide support for Information Technology, Human Resources, Finance, Operations, Customer Services, and Quality Control. In relation to the organizational structure, the Offeror shall describe the management, technical, and administrative (contractual) delegations of authority within the organization. The Offeror shall further describe the lines of authority and roles and responsibilities of all corporate entities including subcontractors and/or teaming partners (if any) and escalation procedures for problem resolution.
A description of how the Offeror's teaming partners and/or subcontractors (if any) will be managed and used to enhance the quality of service to the Government.
- A description of the processes and methodologies for effective quality management, including the Offeror's plan for developing, operating, and maintaining a quality control program to effectively address all areas, including staffing, training, operations, contract deliverables, performance management, process engineering, service delivery, and customer satisfaction.
- A description of the processes and methodologies for effective service level management, including workload forecasting, CSR scheduling, service recovery (from systems failures, disasters, etc.), problem identification and resolution, problem notification, and contingency planning and escalation. Additional or enhanced services in support of the PWS designed to reduce Average Handle Time (AHT) without diminishing service may be proposed. Such services must be identified and have a demonstrated ability to accomplish the stated results. All cost for such service must be included in the Offeror's pricing CLIN's.
- A description of the processes and methodologies for ensuring customer satisfaction, including the Offeror's plan for surveying customers and implementing service improvements.
- Evidence that the Offeror has the ability to quickly ramp up call center operations in crisis or high priority situations. The Offeror shall quantify its capacity to provide such emergency services in terms of capacity, staffing, and start-up time.

4) Key Personnel Qualifications

Offerors shall provide resumes documenting the experience and qualifications of the key personnel. Key personnel for the contract are the Program Manager over the entire project, Project Manager who will be the main point of contact for the Government, and all Site

Managers who will be performing the hands-on, day-to-day management of the hotline operation, technical oversight, technical direction and training of personnel. Offerors shall clearly indicate the availability of the key personnel to work on the contract if their company is selected for award.

- **Program Manager(s)** – The qualifications demonstrated by the Offeror in their proposal of the proposed program management personnel shall be evaluated in the following areas:
 - experience in managing contracts of a similar size and scope to that specified in this solicitation including the ability to manage an information service operation;
 - academic and other technical qualifications relative to this solicitation including familiarity with statutes and regulations identified in the solicitation;
 - ability to ensure proper cooperation of all equipment/technology (e.g., telephone system, internet, computer modems, e-mail, computers and software needed for research, document production, etc.) identified in this solicitation.
- **Project Manager** – The qualifications demonstrated by the Offeror in their proposal of the proposed project management personnel shall be evaluated in the following areas:
 - academic and technical qualifications necessary to ensure the capability to fulfill the requirements of the PWS;
 - previous experience as Project Manager for a Call Center of this size and complexity;
 - communication and customer service skills, both written and oral;
 - ability to perform research and familiarity with research resources;
 - ability to develop and provide training in the technical areas covered by the PWS;
 - ability to operate the equipment and technology identified in this PWS and the ability to teach the staff how to use it.
- **Site Manager(s)** – The qualifications demonstrated by the Offeror in their proposal of the proposed site managers(s) personnel shall be evaluated in the following areas:
 - academic and technical qualifications necessary to ensure the capability to fulfill the requirements of the PWS;
 - communication and customer service skills, both written and oral;
 - ability to perform research and familiarity with research resources;
 - ability to develop and provide training in the technical areas covered by the PWS;
 - ability to operate the equipment and technology identified in this PWS and the ability to teach their staff how to use it.

5) Understanding of the Work

Offerors shall demonstrate the ability to develop approaches, which are appropriate, complete, practical and cost-effective for achieving the objectives of the tasks outlined in the PWS. The Offeror shall include a description of how the PWS activities will be performed; an identification of the sources and availability of information needed to conduct the work; and an identification of potential difficulties in conducting the work with practical suggestions for overcoming these difficulties.

The USCIS will evaluate the technical capability using the following adjectival ratings:

| Rating | Explanation |
|--------------|--|
| Outstanding | Proposal very significantly exceeds most or all solicitation requirements. Response exceeds a "better" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. |
| Better | Proposal fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "acceptable" rating. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of quality, efficiency or productivity. |
| Acceptable | Proposal meets all solicitation requirements; it is complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements, as well as the Offeror's understanding of the Government's requirements. |
| Marginal | Proposal is less than acceptable. There are some deficiencies in the proposal. However, if given the opportunity for discussions, the proposal would have a reasonable chance of becoming at least acceptable. (If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least acceptable.) |
| Unacceptable | Proposal has many deficiencies and/or gross omissions; failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. |

b. **Past Performance Criteria**

The Offeror's experience will be evaluated on the degree of relevance to the requirements of the RFP on the basis of similarity in size, scope, complexity, and technical difficulty. All experience within the last five (5) years related to call center services will be evaluated. For each relevant project, Offerors shall identify the following:

- 1) Customer; Contact Name and contact information;
- 2) Contract Number; Contract Title; Contract Value;
- 3) Customer's Business Manager & Technical Manager;
- 4) Delivery Schedule/Period of Performance;
- 5) Description of the Services Provided/Technologies Used;
- 6) Whether work was performed onsite or offsite;

- 7) Whether personnel had security clearances and at what level;
- 8) Unique or Complex Characteristics of the Project; and
- 9) Relevance to DHS USCIS Requirement.

The USCIS is seeking to determine whether the Offeror has experience that will enhance its technical capability to perform and whether the Offeror consistently delivers quality services in a timely and cost effective manner. In evaluating past performance, USCIS will take into consideration the relevant experience and past performance assessments from the Offeror's customers. USCIS also reserves the right to use other relevant past performance information it obtains through other sources including other agency databases. Evaluations may include interviews with previous clients of the Contractor and may include interviews with previous clients of proposed key personnel.

Reference responses that do not relate to the tasks performed under the Call Center Services will not be evaluated for purposes of past performance. In accordance with the FAR Part 15.305(2)(iv), "In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance." If the Offeror has no past performance, the Offeror shall submit a certification to the CO indicating that the Offeror has no past performance. The certification shall be in a separately sealed envelope clearly marked with the solicitation number and accompanying the RFP volumes. If no experience is relevant or the experience that is relevant cannot be evaluated due to a reference's failure to respond, a rating of "Neutral" will be assigned for past performance as defined below. Past performance of Subcontractors involved in potential teaming arrangements will carry the same weight as the past performance for the prime Contractor.

The USCIS will evaluate past performance using the following adjectival ratings:

| Rating | Explanation |
|-------------|---|
| Neutral | No past performance available for evaluation. Offeror has asserted that it has no directly related or similar relevant past performance experience. |
| Outstanding | Based on the Offeror's record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past Performance Questionnaires and the Offeror's experiences indicate that the Offeror is capable of exceeding the requirements of the task order(s). |
| Good | The Offeror's record of past performance indicates there is very little risk associated with receiving quality products, timely services and full contract performance. Past Performance Questionnaires and the Offeror's experience indicate the Offeror will meet or possibly exceed the requirements of the task order(s). |

| Rating | Explanation |
|--------------|---|
| Acceptable | The Offeror's record of past performance indicates that there is some potential risk associated with receiving quality products, timely services, and contract performance. Past Performance Questionnaires and the Offeror's experience indicate the Offeror may have some problems during performance of task order(s). |
| Unacceptable | The Offeror's record of past performance indicates it will be unable to perform successfully on task order(s). |

c. Price Criteria

The Offeror shall prepare a Price Proposal that contains pricing information for the base year and all possible option years of the contract as shown in Attachment 8. The proposal shall include a breakdown of the labor classifications along with the corresponding rates, and all other costs necessary to provide the service required to allow for a comprehensive evaluation. The proposal shall consist of pricing tables and an accompanying narrative that fully describes all assumptions made and conditions stipulated by the Offeror. The Offeror shall certify that their rates properly reflect applicable Department of Labor Wage Determinations, if any, and identify those wage determinations that apply.

Price will be evaluated for price reasonableness. The USCIS will conduct its price analysis using one or more FAR techniques in 15.404-1(b).

SECTION VI
REPRESENTATIONS AND CERTIFICATIONS OF OFFEROR

52.212-3 Offeror Representations and Certifications--Commercial Items MAR 2005

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

- (3) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

- (4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other _____

(5) Common Parent.

- ___ Offeror is not owned or controlled by a common parent;
- ___ Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has

represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

| Number of Employees | Average Annual Gross Revenues |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001 - \$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001 - \$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001 - \$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified

as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) () Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
 - (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246--
 - (1) Previous contracts and compliance. The offeror represents that--
 - (i) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It () has, () has not filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that--
 - (i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

- (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

- (2) Foreign End Products:
Line Item No. Country of Origin

[List as necessary]

- (3) The Government will be evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreement—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli
End Products:
Line item No. Country of origin

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other

than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No. Country of origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

- (3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line item No. Country of origin

[List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.222-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.

Country of origin

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
 - (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
- (1) Listed end products.
Listed End Product
 - Listed Countries of Origin
 - (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
 - ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
 - ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding

country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.
[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)