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SECTION D - PACKAGING AND MARKING

D.1 Preservation, Packing, and Marking

(a) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall clearly indicate the Contract number and Task Order number for which the information is being submitted. The Contractor shall mark all deliverables with the contract number; title of the deliverable; date due; and preparer's name. In addition, when applicable, the Contractor shall mark the deliverables with the task order name/number; INS Task Manager name; and the document status as a draft, final, or update.

(b) Unless otherwise specified, all material shall be preserved, packaged, and packed in accordance with normal commercial practices to ensure acceptance by common carrier and safe arrival at destination. Extra care shall be taken when delivering magnetic media to ensure protection against exposure to magnetic fields or temperature extremes.

(c) The contractor shall supply reports and documents on 8 1/2 x 11 inch paper; bound as appropriate (three ring binder, stapled, etc.). Final documents shall be delivered on 3 1/2 inch diskettes as well as in hard copy form as specified on each task order.

D.2 Unpacking

The Contractor shall be responsible for unpacking and placement of all equipment to be delivered under the terms of this contract. The Contractor assumes all responsibility for loss or damage resulting from unpacking and placement of equipment. The Contractor shall also remove all disposable packing material associated with hardware and software delivered and installed by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated By Reference FAR 52.252-2 (JUN 1988)

This contract incorporates the following Federal Acquisition Regulation (FAR) clauses by reference with the same force and effect as if they were provided in full text. Upon request, the Contracting Officer will make their full text available.

FAR Clause	Clause	Date
52.246-4	Inspection of Services--Fixed Price	(FEB 92)
52-246-6	Inspection--Time-and-Material and Labor-Hour	(JAN 86)

E.2 JAR 2852.232-79 Inspection And Acceptance (OCT 1988)

(a) Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COTR or his designated representative, in accordance with Clause E.1, and any other provisions specified in this contract. The Government reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform in all respects to the contract specifications. Services that upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions will be provided to the Contractor by the Contracting Officer.

(b) The Government will use its best efforts to inspect and accept/reject the supplies or services provided within 5 days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.

E.3 Inspection System -- Subcontracts

Per FAR 46.105, the Contractor shall hold all subcontractors to the same standards of performance as required for the Contractor's performance under this contract.

E.4 Performance Incentives

During performance of this contract, the Contractor shall be evaluated by the Contracting Officer's Technical Representative, or other designated Government personnel within the using activity, in accordance with the overall level of compliance with the contract and the demonstrated quality, timelines, and cost effectiveness of the services provided. Performance measurements will be applicable to the INS portion of the contract; other agencies may or may not use performance incentives for measurement purposes. Table E.1, below, lists those performance indicators by element for which contractor performance may be measured when performing work within the INS. This table supplements, but does not replace the performance requirements stated in Section C. The Government and Contractor may mutually adjust these standards and/or identify additional performance elements in specific service level agreements pertaining to individual task/delivery orders, as may be necessary to ensure the performance standards for work specified in those task/delivery orders appropriately reflects the using activities requirements. The Government may, at its sole option, elect to include, or not to include,

performance incentives in individual task orders and their service level agreements as it determines appropriate for any given task issued under this contract. Additionally, most elements are applicable on a task order level; several are applicable at the contract level, as indicated in the column, "Element."

Explanation of columns:

Element:	Elements indicate which area within a Task or as part of the overall contract, the Government plans to encourage contractor excellence by invoking incentives.
Requirement:	Requirements represent INS needs.
Standard:	Standard represents the performance baseline against which the contractor will be measured.
Performance Incentive Applied:	The frequency with at which the incentive adjustments will be excercised.
Source:	The source, or data collection methodology, the INS will use to measure contractor performance.
Performance Factor:	Numeric determinant used to enable calculation.
Calculations:	The formula used to quantify contractor performance.

I. Technical Performance Incentives

1. DSMC (Help Desk)

Element	Requirement	Standard	Performance Incentive Applied	Source	Performance Factor	Calculations
Availability	24 hrs/7 days	99% of target availability	Quarterly	Call activity logs, random sampling	+/-1% total monthly price for DSMC operation @ +/-1% variance*	Performance = Actual avail-ability/target availability where: target availability (24 hrs X 7 days)
Time to answer	Response time NTE 20 seconds	Average onhook wait time NTE 20 seconds	Quarterly	Call activity logs, random sampling	+/-1% total monthly price for DSMC operation @ +/-1% variance*	Performance = Actual time to answer
Time to return calls	Return 100% calls within 60 minutes; 90% within 45 minutes	99% calls returned within 60/45 minute requirement	Quarterly	Call activity logs	+/-1% total monthly price for DSMC operation @ +/-1% variance*	Performance = Actual time to return calls

Time to resolve call and close trouble ticket	Time to resolve all calls received at the Help Desk, less exceptions noted in the SOW or SLA	95% calls resolved within 1 business day	Quarterly	Call activity logs, trouble tracking system	+/-1% total monthly price for DSMC operation @ +/-1% variance*	Performance = Actual time to resolve
2. Computer Operations Support						
Element	**Requirement**	**Standard**	**Performance Incentive Applied**	**Source**	**Performance Factor**	**Calculations**
Production Control Support	See Section C.4.3, Production Control	100% jobs completed within schedule.	Quarterly	Production reports, on-site inspection	-1% total monthly price for production control operations as reflected in individual task orders.	Performance=Actual time to process jobs

3. Maintenance Requirements						
Element	**Requirement**	**Standard**	**Performance Incentive Applied**	**Source**	**Performance Factor**	**Calculations**
On-call and Per-call maintenance response time Contract Level	Restore service within 4 hours	98% of out of service equipment restored to service within 4 hours from notification	Quarterly	Trouble tracking system, user feedback, on-site inspection	+/-1% @ of total monthly price for on-call/per-call maintenance support @ +/-1% variance*	Performance = Actual time to restore equipment to service
Depot Maintenance	Repair and return within 48 hours	98% of equipment repaired and returned within 48 hours	Quarterly	Trouble tracking system, user feedback, on-site inspection	+/-1% @ total monthly price for depot maintenance support @ +/-1% variance*	Performance = Actual time to repair and return
On-call maintenance operational use rate	Operational use rate of 97% for equipment under on-call maintenance plan	100% compliance to 97% operational use rate	Quarterly	Trouble tracking system, user feedback, on-site inspection	-1% @ total monthly price for on-call maintenance support @ 1% variance	Performance = Actual operational use rate for equipment under on-call maintenance

II. Business Performance Incentives						
Element	**Requirement**	**Standard**	**Performance Incentive Applied**	**Source**	**Performance Factor**	**Calculations**
Employee Staffing Contract Level	Maximize staffing of qualified employees	Minimum average staffing rate of 85% maintained at all times per individual task order and service level agreement	Quarterly	Invoices, Government review of reports, records, inspection	+/-.05% total value of individual task order for each +/-5% variance*	Performance = Actual employee staffing measured at the individual task order level. Example: Actual staffing rate = 90%, task order value = $100,000, .05%*$100,000=$5,000 performance credit added to final invoice for task
Deliverable Submission	Deliverables submitted in accordance with contract requirements, task orders, and SLA's	100% submitted within time frames stated in contract, task order, or SLA	Quarterly	Submission dates, inspection records	Greater of $100 or -1% @ total for task order per late deliverable product	Performance = Actual rate of submission of stated deliverables per contract requirements, task orders, and SLA's
Submission of Individual Security Clearance Packages Contract Level	Timely and error free submission of security clearance forms	98% of forms properly & correctly completed (per instruction) to be submitted with no errors and within 10 business days of issuance of task order	Quarterly	Inspection and review of forms submitted	+/-$75 @ security package submitted above or below 98% standard*	Performance = Number of Security packages submitted properly & correctly completed/Actual Security packages submitted. Example: 100 submitted, 99 first time correct equals 99/100=99% correct; $75*1 security package=$75 performance credit

* Indicates those performance areas that may either be decremented by the Government for performance below the standard, or credited to the Contractor for performance above the standard. No other performance areas earn credit to the Contractor.

Table E.1 - Performance Incentives

The performance incentives shown in Table E.1, above, are specifically defined for those services deemed as critical to the success of the FOSHM contract and shall be applicable to all task/delivery orders within which they are incorporated. The Contractor shall take whatever actions that are appropriate, and within its control, to meet or exceed the required service levels. Failure on behalf of the Government to perform its obligations, as stated in individual service level agreements and/or task orders shall relieve the Contractor of those commitments associated with related service level requirements. Invoices submitted by the Contractor for tasks having these factors incorporated shall be adjusted, either upwards or downwards, by the Government, to reflect performance credits added to the total invoice amount for exceeding the performance standards, or decremented, to reflect performance that is below the stated performance standard. **In no case shall an adjustment made under this provision be less than ten percent (10%), or greater than ten percent (10%) of the value of the task order to which the adjustment applies.**

E.5 Government Quality Assurance

The Government will perform those quality assurance procedures that may be necessary to verify that performance is in accordance with the terms of the contract and all orders issued under it. Government quality assurance will be performed routinely by the COTR; however, other activities within the using activity may be called upon to support this effort as required. The Government may conduct formal quality audits, on either a scheduled or an unscheduled basis, to verify contractor performance, as well as adherence to, and the continued viability of, the contractor's Quality Control Plan. These audits will be performed by a team comprised of representatives of the using activity. Audits may consist of a total review of the contractor's overall operation, or merely a review of one separate function or service delivered to an end-user. The Government may elect to use third party contract administration such as the Defense Contract Management Command, for all, or a portion of contract administration, including Government quality assurance.

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated By Reference (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR Clause	Clause	Date
52.212-13	Stop-Work Order	(AUG 1989)
52.212-15	Government Delay of Work	(APR 1984)
52.247-35	F.O.B. Destination within Consignee's Premises	(APR 1984)

F.2 Notice To The Government Of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.3 Period Of Performance

This contract shall consist of one base year with four (4) one (1) year option periods, for a maximum contract period of five (5) years.

F.4 Reports

All reports, plans, drawings, and other deliverables shall be delivered at the times and in the formats specified in the contract and those orders issued thereunder. A summary of required reports and recurring deliverable documents is provided below. All reports must be submitted to the COTR in hard copy (two copies), and electronically in the MS Word, version 6.0. The Government will review all reports and provide comments within ten (10) days upon receipt.

Seq.	Deliverable Title	RFP Section	Deliverable	Remarks
1	Management Briefing	C.2.1	10 calendar days after contract award	• Contractor's approach to managing the contract

Seq.	Deliverable Title	RFP Section	Deliverable	Remarks
2	Project Management Plan	C.2.1, C.2.1.1	• 20 calendar days after contract award. • Plan updated annually or updated within 15 calendar days of an event necessitating update.	• All encompassing plan to address management of project, resources, and personnel
3	Quality Control Plan	C.2.1.2	• 20 calendar days after contract award. • Plan updated annually or updated within 15 calendar days of an event necessitating update.	• Monitor and oversight of contractor effort
4	Maintenance Plan	C.2.1.3	• 20 calendar days after contract award. • Plan updated annually or updated within 15 calendar days of an event necessitating update.	• Description of maintenance approach and procedures
5	Contingency Plans	C.2.1.4	• 20 calendar days after contract award. • Plan updated annually or updated within 15 calendar days of an event necessitating update.	• Develop and maintain implementation plans and guidance for its staff; develop and at least annually review, test, and update site-specific plans, at all supported sites
6	Personnel and Staffing Plan	C.2.1.5	• 20 calendar days after contract award. • Plan updated annually or updated within 15 calendar days of an event necessitating update.	• Description of contractor approach to staffing, qualifications, retention, etc.
7	Contract Transition Phase-In Plan	C.2.1.6 C.2.1.7	• 20 calendar days after contract award. • Plan updated annually or updated within 15 calendar days of an event necessitating update.	• Contractor planning of phase-in, including performance requirements, organization management, and transition issues.

Seq.	Deliverable Title	RFP Section	Deliverable	Remarks
8	Contract Transition Phase-Out Plan	C.2.1.6, C.2.1.8	• 20 calendar days after contract award. • Plan updated annually or updated within 15 calendar days of an event necessitating update.	• Contractor plan for transition phase out activities.
9	Management Reports	C.2.2	• Monthly	• Describes contractor management issues and status updates
10	Service Incident Report (SIR)	C.2.2 C.5.2	• Continual	• Description of service provided, to whom, equipment, problem, resolution, etc.
11	Inventory Report	C.4.7	• Within 30 days of the Government's request	• Report on the current state of INS' inventory of ADP resources, including hardware and software
12	Inventory Plan	C.4.7	• Within 30 days of the Government's request	• Description of plan to inventory current and planned inventory
13	Contractor/Government Meetings	C.5.9.5	• At a minimum, bi-weekly	• The contractor shall meet with the COTR on a mutually agreed-upon schedule to discuss and resolve any maintenance issues or problems associated with the contract
14	Capacity Plan	C.4.8	• Within 30 days of the Government's request • Plan updated annually or updated within 15 calendar days of an event necessitating update.	• The contractor shall provide capacity planning for networks, the mainframe at the JDC, minicomputers or mid-tier platforms at Headquarters and in field offices, and for distributed microcomputer LAN servers throughout the INS.
15	Documentation	C.4.11	• As requested.	• Providing, developing, maintaining, updating, storing, and distributing specified documentation.

F.5 Liquidated Damages General

Liquidated damages are applicable to the INS portion of the contract.

F.6 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (Apr. 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any written extension thereto, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay, the sum determined by the following formula: price to rent comparable equipment or services times the number of hours or days the equipment is late or absent. In the case of equipment, liquidated damages will accrue up to and not exceed the current replacement cost of the equipment. Liquidated damages shall apply to the Hardware Maintenance portion of this contract only.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F.7 Contractor Dun & Bradstreet Universal Numbering System (DUNS) Number

The Offeror's Dun & Bradstreet Universal Numbering System (DUNS) Number is: 14-638-9739

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Responsibilities For Contract Administration

G.1.1 Contracting Officer

(a) The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative.

(b) This contract will be administered by:

Robert N. Beaty
202-514-0022 (Phone), (202) 514-3353 (Fax)
425 I Street, NW, Room 2102
Washington, DC 20536

(c) Written communications shall make reference to the contract number and shall be mailed to the above address.

G.1.2 JAR 2852.201-70 Contracting Officer's Technical Representative (COTR) JAN 1985

(a) Sheilita Williams (U.S. Department of Justice, Immigration and Naturalization Service, 425 I Street NW, Room 5224, Washington, D.C. 20536) is hereby designated to act as Contracting Officer's Technical Representative under this contract.

(b) The COTR is responsible for: receiving all deliverables, inspecting and accepting the supplies, or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a confirmed copy to the Contracting Officer.

(c) The COTR does not have the authority to alter the contractors' obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes," and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

G.2 Reports

G.2.1 Tracking/Progress Reports

The various tracking and reporting requirements are set forth in Section C and summarized in matrix format in Section F.

G.2.2 Subcontracting Reports

(a) The Contractor shall submit to the Contracting Officer reports for subcontracting under this particular contract and a summary report on subcontracts covering all contracts between the Contractor and INS which contain subcontracting goals for awards to small business and small disadvantaged business concerns.

NOTE: Paragraph (b) does not apply to small business concerns.

(b) The Contractor shall prepare and submit its subcontracting reports on Standard Forms 294 and 295 semi-annually and quarterly, respectively, in accordance with the General Instructions on the reverse side of the forms.

G.3 Payments

G.3.1 General Invoice Requirements

(a) The Contractor shall render monthly invoices upon successful completion (full or partial) of each CLIN in the task order, in an original and three (3) copies to the COTR. The Contractor shall render invoices separately (i.e., work performed under multiple task orders during a given period cannot be combined on a single invoice) for work performed under each individual task order issued under this contract.

(b) To constitute a proper invoice, the following information and/or attached documentation (as provided in FAR 32.905(e), (f) shall be included with the invoice:

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number);

(4) Task order number;

(5) Period covered by the invoice;

(6) CLIN number and description, quantity, unit price and extended total for the period covered;

(7) Cumulative amounts billed by CLIN to date;

(8) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment); and

(9) Taxpayer Identification Number.

(10) Name of organization that issued original order

(11) Site specific details

(12) Personnel resource information including labor hours

(c) The COTR will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph (d) below for payment with a confirmed copy to the Contracting Officer. Negative inspection results will be reported immediately to the Contracting Officer.

(d) The office that will make the payments due under this contract (i.e., the designated payment office) is: TBD

(e) All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the TBD.

G.3.2 Time-and-Materials or Labor Hour Task Orders

(a) Payment for actual work and services rendered under these types of orders will be made on a monthly basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," Clause 52.232-7, Section I. In addition to the requirements contained in Section G.3.1, each invoice shall include:

(1) The dollar amount associated with services performed during the month as described in the itemization contained in the monthly progress report; and

(2) Itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR and Section B with supporting documentation and the multiplier (administrative handling charge).

(b) The COTR will certify the hours worked, itemized travel, material, and other direct costs (if any) and satisfactory completion of all work and services billed.

G.3.3 Interest on Overdue Payments

The FAR clause entitled "Prompt Payment" is applicable to payment under this contract and requires interest on overdue payment and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the prompt payment clause.

G.3.4 Method of Payment

(a) Payments under this contract will be made by the Government by Electronic Funds Transfer (EFT) through the Automated Clearing House (ACH), unless it is determined that other payment methods are more advantageous. If the Contractor declines use of EFT, the Contractor must submit to the

Contracting Officer a written statement citing the reasons for such. The Government reserves the right to mandate payment by EFT, if the reasons provided are not acceptable to the Government.

(b) By no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer utilizing Standard Form (SF) 3881, "Payment Information Form - ACH Vendor Payment System," as directed by the Contracting Officer.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using Electronic Funds Transfer procedures, a revised SF-3881 must be received by the Contracting Officer at least 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and must contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.4 Pricing Of Adjustments

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the FAR in effect on the date of the contract.

G.5 Adjustments to Payments Resulting from Performance Incentives

The table in Section E displays Performance Incentives that may be negotiated as part of issued Task Orders. Using the formula prescribed for each element, as it appears and is negotiated per Task Order, an adjustment to the payment reflecting either an increase or a decrease will be reflected. Adjustments shall be made in accordance with FAR 52.242-1, Notice of Intent to Disallow Costs, which is incorporated in this solicitation by reference.

G.6 Advance Cost Understanding

(a) Consideration

1. Reasonable, allowable and allocable time, materials, and other direct costs incurred in the performance of this contract are reimbursable subject to the terms and conditions of this Clause and the clause in Section I entitled "Payment Under Time and Materials and Labor Hours Contracts." Individual delivery orders placed under this contract will set forth totals that shall serve as ceilings beyond which the Contractor shall not incur expenditures without the prior written approval of the Contracting Officer. Prior written approval shall take the form of a contract or task order modification.

2. Direct labor applied to performance of this contract shall be compensated at the fixed composite rates for each labor category described in Section B herein, subject to the limitations and other provisions set forth in paragraph (a)1 of this Clause. Within the total of direct labor hours, however, the Contractor may apply the hours of direct labor estimated for any labor category to the other labor categories, to the extent that the total of dollars allocated for direct labor is not exceeded.

3. Materials and Other Direct Costs (ODC) are set forth in Section B and shall be reimbursed subject to the limitations and other provisions which appear in paragraph (a) 1 of this clause.

(b) Release of Claims

After completion of work, and prior to final payment, the Contractor shall furnish to the Contracting Officer a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release. Copies of the required form may be obtained from the Contracting Officer.

(c) Parts and Materials

Parts and material shall be billed at the Contractor's established catalog or list prices in effect when the parts and materials are furnished, less any discount offered. In no event shall such price be in excess of the of the Contractor's sales price to its most favored customer for the same item in like quantities, or the current market price, whichever is lower. the Government reserves the right to request a parts and materials catalog or price list, which shall contain prices which are not in excess of the Contractor's sales price to his most favored customer for the same item in like quantity, or the current market price, whichever is lower, and such list shall become a part of this contract by reference. If the parts or material are not manufactured by the Contractor, the parts and materials shall be invoiced at the actual acquisition price plus applicable G&A and material handling costs.

(d) Travel and Transportation

1. The Contractor shall be reimbursed for actual transportation costs and travel allowances of Contractor employees in accordance with FAR 31.205-46 governing the travel performed directly referable to the contract. Such transportation costs shall not be reimbursed in an amount greater than the cost of, and time required for coach class commercially scheduled air or ground travel by the most expeditious route unless coach air or ground travel is not available and the Contractor certifies to this fact in the voucher or other documents retained as part of his contract records to support his claim or post-audit. The Contractor shall use government city-pair contract airlines and fares where available.

2. All travel itineraries, not specifically authorized herein, must receive the prior written approval of the Contracting Officer. All requests for approval shall be submitted to the Contracting Officer.

3. The Contractor shall not be reimbursed for transportation expenses for assigned personnel for local commuting between their place of residence and place of work.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Ordering - General

Services to be furnished under this contract shall be ordered or confirmed by the placement of a Task Order, using Optional Form 347, by the Contracting Officer as set forth herein. Such orders may be issued anytime during the term of this contract. Task Orders will be issued, in writing, or by electronic commerce methods. Any oral orders must be approved in advance by the CO and confirmed in writing. Task Orders for requirements whose performance criteria, environmental and operational circumstances, or other features related to performance of the work, needs to be described in terms more specific than what is contained in Section C, may be supplemented by the use of individual Service Level Agreements (SLA's). When used, SLA's shall be negotiated and mutually agreed to by both the Government and the Contractor, and shall be developed in accordance with the provisions of H.2.2. Service Level Agreements shall not be used to alter the prices as stated in Section B, or to otherwise perform work that is clearly outside of the scope of this contract.

This is a Government-Wide Contract. As such, all Federal agencies may directly order services under this contract, to the contract ceiling amount. Any Federal agency utilizing this contract shall notify the INS Administrative Contracting Officer, identified in paragraph G.1.1 in advance of issuing such order and shall forward a copy of the issued order to the INS Administrative Contracting Officer. All Task Orders issued under the Government - Wide portion of this contract will be administered by the awarding agency..

The Contractor shall not begin any work under a Task Order unless authorized by the Contracting Officer. All Task Orders are subject to the terms and conditions of this contract. In case of conflict between a Task Order and this contract, the contract shall control.

Funds for services to be provided under this contract will be obligated by each Task Order. ***NOTE:*** While the minimum guarantee will be obligated at the time of contract award, the funds for the initial Task Order(s) issued will be drawn against the funds obligated on the contract document until the minimum guarantee is fully expended.

H.2 Ordering - Specific

H.2.1 Task Order Content

Each Task Order issued under this contract will include the following information as applicable:

(1) Contract number and Task Order number;
(2) Date of the order;
(3) Description of the work to be performed;
(4) The work schedule, period of performance or required completion date;
(5) Place of delivery or performance;
(6) Deliverables;
(7) CLIN number and description, quantity, unit price and extended total;
(8) The firm, fixed price to complete the requirements and/or the ceiling price for those tasks to be performed on a "not-to-exceed" or time-and-materials or labor-hour basis;
(9) The security requirements;
(10) The payment schedule; and
(11) Accounting and appropriation data.

For Task Orders issued on a time-and-material or labor-hour or on a "not-to-exceed" basis, the Government will not be obligated to pay the Contractor any amount greater than the total (ceiling) price identified in the Task Order. The Contractor shall not be obligated to continue performance if doing so would exceed the applicable Task Order ceiling price, unless the Contracting Officer has issued an amendment to the Task Order notifying the Contractor in

writing that the applicable ceiling price has been increased and has specified a revised ceiling that shall then be the ceiling price for performance under the Task Order.

H.2.2 Service Level Agreements

As stated in Section H.1, above, activities placing orders under this contract may, at their option, negotiate individual Service Level Agreements (SLA's) when the nature of their individual requirement is such that more specific information pertaining to task performance is necessary to ensure successful completion. SLA's shall only be negotiated when performance criteria, environmental and operational circumstances, or other features related to performance of the work need to be described in terms that more precisely meet an individual using activities needs than what is contained in the basic contract. An SLA is a bi-lateral supplement to and becomes an integral part of the task order to which it pertains. As a minimum, an SLA shall include the following:

(1) Contract Number and Task/Delivery Order Number
(2) Introduction and summary of the work covered by the SLA
(3) Identification of the services provider (Contractor) and recipient (using Government activity) of the required service(s)
(4) Responsibilities of the Contractor (statement of work, delivery or performance schedule, specific performance standards, applicability of performance incentive provisions to the work being performed, liquidated damages specific to the task order, resources and/or materials being provided, management and reporting requirements)
(5) Responsibilities of the Government (Government provided resources, equipment, space, task administration and quality assurance process, access to facilities and systems)
(6) Signatures of both the Government's and the Contractor's authorized representatives.

H.3 Modification Authority

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer.

H.4 Pricing Of Modifications

The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the contracting officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon between the contractor and contracting officer. In addition, if a proposal includes a time extension, a justification will be furnished for the extension. The proposal, with all supporting documentation, shall be furnished by the date specified by the contracting officer.

H.5 Prices For 8 Hour Restore To Service

The INS does not have a current requirement for the 8 hour restore to service CLINs. Since the FOS/HM contract is intended for use as a Government Wide Aquisition Contract (GWAC), and since other agency's requirements are unknown at this time, the prices for these services shall be negotiated on a task order basis with the contractor subsequent to the award of this contract. However, the requirements shall be within the scope of this contract, an in no case shall the prices for 8 hour restore to service hardware maintenance CLINs exceed that price set forth in this contract for the 4 hour equivalent service.

H.6 Organizational Conflict Of Interest

The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest as defined below.

The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (a) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (b) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

The Contractor agrees that, if after award it discovers an organizational conflict of interest with respect to this contract, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer that shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

If the Contractor was aware of organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

H.7 Property Rights

H.7.1 Government Furnished Data and Materials

The Government shall retain all rights and privileges, including those of patent and copy, to all Government furnished data. The Contractor shall neither retain nor reproduce for private or commercial use any data or other materials furnished under this contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are beyond any other rights and remedies to which the Government is otherwise entitled elsewhere in this contract.

H.7.2 Government Furnished Supplies, Facilities, And Equipment

The Government may supply supplies, facilities, or equipment to the contractor use in the performance of this contract. Any such supplies, facilities or equipment to be supplied by the Government will be identified in the specific task orders issued under this contract Supplies, facilities, and equipment which are provided as part of this contract shall be used by the contractor only in the performance of the requirements of the contract at INS sites and facilities. No Government Furnished Equipment (GFE) will be provided to the contractor for use at the contractor's facilities. Property furnished by the Government for the contractor's use may also be used by Government personnel. The COTR will coordinate requirements for shared property and equipment with the contractor.

H.7.3 Contractor Furnished Property

If authorized by the Task Order, the Contractor shall provide (on a reimbursable basis) all materials and equipment necessary for the performance of the work in the Task Order including prototype development for the test, evaluation and demonstration of products developed under this contract.

H.8 Indemnification

H.8.1 Government Property

The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government Property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or Subcontractor.

If due to the fault, negligent acts (whether of commission or omission), and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

H.8.2 Hold Harmless and Indemnification Agreement

The Contractor shall hold harmless and indemnify the Government against any and all liability claims, and cost of any kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any Subcontractor, or any employee, agent, or representative of the Contractor or Subcontractor.

H.8.3 Government's Right of Recovery

Nothing in Sections H.7.1 and H.7.2 shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property.

The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

H.8.4 Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence by the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

H.9 Publicity

Publicity releases about this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

H.10 Disclosure Of Data Under The Freedom Of Information Act (FOIA) Requests

If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with FAR provision 52.215-12, Restriction on Disclosure and use of Data. The Government will, before disclosure, make an administrative determination on a case-by-case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the Act. In making this determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

H.11 Subcontracting Restriction

The addition of a Subcontractor(s) that was not included in the original (at contract award) project team to perform work under this contract is subject to the prior written consent of the Contracting Officer.

The Government does not restrict subcontracting if it does not adversely affect the quality or delivery of the final product. The Contracting Officer shall have the right to restrict subcontracting if it is determined that such an action is in the best interest of the Government.

H.12 Key Personnel

The key personnel to be assigned to perform hereunder are listed below:

Program Manager	1
Project Managers	2
Technical Managers	16

The personnel specified in this clause are considered essential to the work being performed hereunder. Before diverting the specified individuals to other programs, the Contractor shall notify the Contracting Officer no less than 30 calendar days in advance and shall submit justification (including the names and resumes of the proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The proposed substitutions shall possess qualifications equal or superior to those of the key person(s) being replaced. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer. The list of key personnel set forth in this clause may be amended from time to time during the contract either to add or delete personnel, as appropriate.

H.13 Insurance

The Contractor shall carry and maintain during the entire period of performance under this contract adequate insurance as follows:
Workman's Compensation and Employee's Liability Insurance: minimum $100,000 per incident.

Automobile General Liability Insurance minimum $200,000 per person; $500,000 per accident; property damage, $20,000.

Comprehensive General Liability: minimum of $500,000 for bodily injury per occurrence.

Other insurance as required by the Contracting Officer.

The Contractor shall file with the Contracting Officer, within seven (7) days after the date of contract award a certificate of insurance evidencing the above coverage.

H.14 Guaranteed Minimum And Contract Maximum

H.14.1 Guaranteed Minimum

The guaranteed minimum to be ordered by INS under this contract will be $4.5 million for the base year.

H.14.2 Overall Contract Maximum

The cumulative value of all orders placed under this contract by the INS and other agencies shall not exceed $538,995,918.22 for the base and all option years.

H.15 Employment Of Illegal Aliens

Subject to existing laws, regulations, and Executive Orders and other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor, or subcontractors if applicable, to work on, under, 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.

H.16 Technology Upgrade Proposal

During the life of this contract, and under its terms and conditions, the Government may request that the Contractor propose items or additional/ enhanced services to order such as technologically advanced computer systems, components and software. Proposals for items or services providing technology upgrades to the contractual offerings shall be submitted to the INS COTR.

H.17 Permits And Licenses

In the performance of work hereunder, the contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, state, or local Government, or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances.

H.18 Substitution Or Addition Of Subcontractors

The contractor agrees to assign to any ordered task those subcontractors specifically identified in the Contractor's original proposal as team members or associates who are necessary to fill the requirements of the delivery order.

The contractor agrees that no substitute subcontractors shall be proposed for efforts which could reasonably performed by a team member or associate unless such substitution is necessary due to a conflict of interest or a temporary unavailability of qualified team personnel. All proposed substitutions must be submitted, in writing, at least thirty (30) days in advance of the proposed substitutions to the Contracting Officer via the COTR and must provide the following information:

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete capabilities statement for the proposed substitute, and any other information requested or required by the Contracting Officer to approve or disapprove the proposed substitutions. All proposed substitutions must clearly demonstrate adequate capability to perform the required task. The Contracting Officer will evaluate all substitution requests and notify the Contractor of approval or disapproval thereof.

Although it may, on rare occasions, be necessary for the Contractor to augment its contracting team, it is expected that the required expertise will be resident in this team and that addition of new subcontractors will be the exception. However, in no event will the Contractor be allowed to exceed the hourly rates specified in the schedule.

H.19 Security Requirements for Access to Sensitive Government Information Contract

INS has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive INS information, and that the Contractor will adhere to the following.

H.19.1 Suitability Determination

INS 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. INS may, as it deems appropriate, authorize and grant temporary waivers with access to commence work to employees. The granting of a waiver to commence work shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof, and the granting of either a waiver or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by INS, at any time during the term of the contract. No employee of the Contractor, shall be allowed unescorted access to a Government facility without an employment waiver or suitability determination by the Security Office.

H.19.2 Background Investigations

All Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract shall undergo position sensitivity analysis based on the duties each individual will perform on this contract. e 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. All 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" **(original plus a copy)**
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign Born Relatives Form **(original plus a copy)**
4. Form I-9, "Employment Eligibility Verification," or Birth Certificate **(if U.S. Citizen)**

Necessary forms, except the I-9, will be provided by INS 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/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, INS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

H.19.3 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.

INS 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 DOJ standards of conduct, 28 CFR 45.735.1 through 45.735.26, or whom INS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Security Office must be notified of all terminations/resignations within five days of occurrence.

H.19.4 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. Each employee must complete and sign a Form I-9 "Employment Eligibility Verification," or produce a U.S. birth certificate, before commencing work. The Contractor will retain the original Form I-9 and will furnish the COTR a copy of the I-9 before the employee commences work. The Contractor shall be responsible to the Government for acts and omissions of his own employees and of any Subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

H.19.5 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.

H.19.6 Sensitive Government Information Security Standards

Due to the nature of the work to be performed under the contract, INS requires that the Contractor develop, implement, and maintain a comprehensive security program to address the collection, capture, storage transmittal, and disposal/destruction of data (in all media) from both a facilities and personnel perspective. The Contractor's security program shall adhere to the requirements of the Privacy Act of 1974, The Computer Security Act of 1987, the Office of Management and Budget (OMB) Circular A-130, and DOJ guidelines and directives regarding security requirements.

Performance of work under this contract requires that the Contractor establish and maintain a facility for the receipt, processing, and storage of sensitive Government information. The Contractor shall ensure that all facilities established in support of this contract are secure inasmuch as access is limited to authorized Contractor and INS personnel only. The Contractor further agrees that appropriate security procedures are in place to ensure the safeguarding of Government-furnished materials including data.

H.19.7 TAIS Clearance

When sensitive Government information is processed on Telecommunication and Automated Information Systems (TAIS), 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 DOJ Order 2640.2C, Telecommunications and Automated Information Systems (TAIS) Security.

H.19.8 TAIS Security

All contractor employees using automated systems or processing INS sensitive data will be required to receive Security Awareness Training as outlined in the Computer Security Act of 1987. This training will be provided by the Information Resources Management (IRM) Security Representative. All personnel who access INS 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 TAIS procedures should be reported to the Security Office.

H.20 Documents and Records - Accountability and Security

All sensitive, litigation, or investigative materials supplied to the Contractor by the Government, and documentary materials derived or produced (e.g., copies, notes, and work papers) on whatever media shall be treated as confidential and proprietary property of the Government.

The facility in which the Contractor processes, duplicates, or otherwise handles paper or other media resulting from Task Orders placed under this contract must be protected by a central-reporting fire and intrusion alarm system or be manned 24 hours a day, seven days a week. When required by the Task Order, GSA-approved locked containers shall be used to store items not actively in process.

All Contractor and Subcontractor employees who will have access to materials will be asked to sign a Confidentiality Agreement. It is the responsibility of the Contractor to assure that such Agreements have been signed before access is permitted.

The following procedures and rules shall be followed by the Contractor according to the Privacy Act of 1974, as amended, and the Department of Justice security and confidentiality procedures applicable to this Contract.

Contractor employees, Subcontractor employees, consultants, and others engaged in this project or Task Orders issued under this contract (called "Contractor personnel") will neither require nor be given access to national security information except as specified in Task Orders and as stated below. However because Contractor personnel will be given access to DOJ/INS documents and facilities, background checks will be required.

All information and reports generated from this project are, and will remain, the property of the Government. No Government document or information, oral or written, either in final or draft form will be provided to non-INS sources by any Contractor personnel without the written approval of the Contracting Officer during this contract, or anytime later.

The Contractor must ensure that all INS documents processed under this contract, and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel. Contractor personnel must be aware always of the controlled nature of the documents being processed and, when not under their direct control or possession, such documents must be stored in a Government-approved storage container.

There shall be no dissemination or publication, except within and between Contractor personnel, of information developed under this contract or contained in the reports to be furnished pursuant to this contract, without the prior written approval of the Contracting Officer. Further, the Contractor shall not reveal, during the performance of this contract or later, any of the operating methods or systems, contents of files, names of persons, firms, or places mentioned under the contract that the Contractor may acquire, unless approved in writing by the Contracting Officer.

The Contractor agrees that each Contractor personnel, before and as a precondition for employment relating to the subject matter of this contract, will be required to execute a confidentiality agreement.

Under the provisions of the Privacy Act of 1974, as amended, that is applicable to this contract, Contractors and Contractor personnel may be subject to its criminal penalties. The Contractor agrees that upon termination of the contract, whether with or without cause, it has no property or possessor right to any of the correspondence, files or materials, of whatever kind and description, or any copies or duplicates of such, whether developed/prepared by it or furnished to it by the technical office concerning the performance of this contract; and that, upon demand, the Contractor will surrender immediately to the Contracting Officer such items, matters, materials, and copies. A restraining order or an injunction may be issued against the Contractor for any violation of this provision, besides any other right or penalty by law that the Government may have.

The above terms and conditions of this contract clause are subject to formal modification or amendment by the Government in those instances in which the courts (e.g., grand jury investigations), statutory requirements (e.g., civil investigative demands), or specific circumstances dictate such changes.

H.20.1 Information Access Requirements

No one will be permitted access to DOJ sensitive information unless an appropriate background investigation (BI) has been conducted and favorably adjudicated.

The Security Programs Manager (SPM) in coordination with the Security Officer, will decide, based on the information being accessed, as to the scope of the BI for the Contractor position. Contractors who will be involved in ADP functions must be designated as such according to Federal Personnel Manual Letter 732-7. The type of BI required for ADP Contractor personnel will be according to DOJ regulations.

H.20.2 Computer Security Requirements

The Government will specify any unique computer security requirements for any Task Order that requires development, modification, or integration of systems that require compliance with the trust section of the Department of Defense Trusted Computer System Evaluation Criteria (CSC-STD-001-83). The Contractor shall comply with any such requirements in the execution of the negotiated Task Order and shall provide personnel proficient in computer security

The contractor shall adhere to all INS security regulations and directives including implementation and enforcement of applicable security requirements.

H.21 Year 2000 Compliance

H.21.1 Commercial Supply Products Warranty

The contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.22 Contractor Performance Information

In accordance with FAR Subpart 42.15, "Contractor Performance Information," INS will periodically evaluate the manner in which the Contractor performed in accordance with the contract and Task Order requirements and standards such as: good workmanship, the Contractor's record of forecasting and controlling costs; the Contractor's adherence to contract schedules, the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the Contractor's business like concern for the interest of the customer. Past performance information obtained during the term of this contract will be made available to authorized Government personnel, on a need-to-know basis, for their use in support of award decisions.

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SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated By Reference (JUN 1988)

The following clauses are applicable to this solicitation and any resultant contract. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR Clause	Clause	Date
52.202-1	Definitions	(OCT 1995)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JAN 1990)
52.203-13	Procurement Integrity - Services Contracting	(SEP 1990)
52.204-4	Printing/Copying Double-Sided On Recycled Paper	(JUN 1996)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or proposed for Debarment	(AUG 1995)
52.209-8	Organizational Conflicts of Interest Certificate-Advisory and Assistance Services	(NOV 1991)
52.215-2	Audit and Records Negotiation	(AUG 1996)
52.215-12	Restriction On Disclosure and Use of Data	(JAN 1991)
52.215-26	Integrity of Unit Prices	(OCT 1995)
52.215-27	Termination of Defined Benefit Pension Plans	(MAR 1996)
52.215-33	Order of Precedence	(JAN 1986)
52.216-16	Incentive Price Revision-Firm Target	(APR 1984)
52.217-8	Option to Extend Services	(AUG 1989)

52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	(OCT 1995)
52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan	(AUG 1996)
52.219-16	Liquidated Damages - Subcontracting Plan	(OCT 1995)
52.222-3	Convict Labor	(AUG 1996)
52.222-26	Equal Opportunity	(APR 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts	(APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	(APR 1984)
52.222-36	Affirmative Action for Handicapped Workers	(APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	(JAN 1988)
52.222-41	Service Contract Act of 1965, As Amended	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	(MAY 1989)
52.223-2	Clean Air and Water	(APR 1984)
52.223-6	Drug-Free Workplace	(JUL 1990)
52.223-14	Toxic Chemical Release Reporting	(OCT 1996)
52.225-11	Restriction on Certain Foreign Purchases	(OCT 1996)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.227-14	Rights In Data-General	(JUN 1987)
52.228-5	Insurance - Work on a Government Installation	(SEP 1989)
52.229-3	Federal, State and Local Taxes	(JAN 1991)
52.229-5	Taxes-Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1	Payments	(APR 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	(APR 1984)
52.232-8	Discounts for Prompt Payments	(APR 1989)
52.232-9	Limitation on Withholding of Payments	(APR 1984)

52.232-17	Interest	(JUN 1996)
52.232-18	Availability Of Funds	(APR 1984)
52.232-19	Availability Of Funds For The Next Fiscal Year	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25	Prompt Payment	(MAR 1994)
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	(AUG 1996)
52.233-1	Disputes	(OCT 1995)
52.233-3	Protest After Award	(AUG 1996)
52.236-7	Permits and Responsibilities	(NOV 1991)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
52.237-3	Continuity of Services	(JAN 1991)
52-239-1	Privacy or Security Safeguard	(AUG 1996)
52.242-1	Notice Of Intent To Disallow Costs	(APR 1984)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes-Fixed Price Alt II (APR 1984)	(AUG 1987)
52.243-3	Changes (Time and Material or Labor Hours)	(AUG 1987)
52.244-3	Subcontracts (Time-and-Materials and Labor Hour Contracts)	(APR 1985)
52.244-5	Competition in Subcontracting	(JAN 1996) - Dec ?
52.245-2	Government Property (Fixed Price Contracts)	(DEC 1989)
52.245-5	Government Property (Cost Reimbursement, Time and Material, or Labor Hour Contracts)	(JAN 1986)
52.246-25	Limitation of Liability - Services	(APR 1984)
52.248-1	Value Engineering	(MAR 1989)
52.249-2	Termination for Convenience of the Government (Fixed Price)	(APR 1984)
52.249-6	Termination - (Cost Reimbursement) Alt IV	(SEP 1996)

52.249-8	Default (Fixed Price Supply and Services)	(APR 1984)
52.249-14	Excusable Delays	(APR 1984)
52.251-1	Government Supply Sources	(APR 1984)

I.2 RESERVED

I.3 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 contract award through contract expiration

(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.

I.3.1 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 $1.00, 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 $72 million;

(2) Any order for a combination of items in excess of $360 million; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 10 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.

I.4 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 and 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 (sec I-3). 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 at paragraph H.14.2. The Government shall order at least the quantity of supplies or services designated in paragraph H.14.1.

(c) Except for any limitations on quantities in the Delivery-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 final delivery.

I.5 52.217-9 Option to Extend the Term of the Contract (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the completion of the contract provided, that the Government shall give 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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

Employee class Monetary wage

The following table supplies the Department of Labor (DOL) Occupation Title and Code for the job categories provided in the solicitation. To determine the Applicable DOL Wage Determination use the appropriate DOL Occupation Code column in Section I, Attachment 1 and locate the applicable geographic row. In Attachment 1, the DOL Wage Determination Number and Date are supplied in the last columns of the Statement of Equivalent Rates.

JOB CATEGORY IN SOLICITATION	DOL OCCUPATION TITLE	DOL OCCUPATION CODE (Note 1)
Computer Operator I	Computer Operator III	03043
Computer Operator II	Computer Operator II	03042
Lead Computer Operator	Computer Operator IV	03044
Data Entry Operator	Computer Operator I	03041
Secretary	Secretary II	01312
Technical Writer	Technical Writer	29480

I.6 52.223-14 Toxic Chemical Release Reporting (OCT 1995)

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract—

(1) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023 (c);

(2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);

(3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall—

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

I.7 52.239-1 Privacy or Security Safeguards (Aug. 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.8 52.216-1 Type of Contract

The Government contemplates award of an indefinite delivery/ indefinite quantity contract utrilizing a variety of Task Orders, which may include: firm fixed-price. firm fixed-price with incentive, time and materials, or labor type orders.