

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</small>				1. REQUISITION NUMBER <b>REC180020</b>		PAGE OF <b>1 37</b>	
2. CONTRACT NO. <b>GS-03F-050CA</b>		3. AWARD/ EFFECTIVE DATE <b>9/25/2018</b>		4. ORDER NUMBER <b>70SBUR18F00000751</b>		5. SOLICITATION NUMBER <b>70SBUR18Q00000441</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Joan Giard</b>		b. TELEPHONE NUMBER <b>802-872-4522</b>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY <b>USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: <b>100.00 %</b> FOR:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <b>Net 30</b>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO <b>Department of Homeland Security Citizenship &amp; Immigration Services Office of Records Management 111 Mass Ave, NW-4th FL ULLICO Washington DC 20529</b>		16. ADMINISTERED BY <b>USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403</b>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR <b>TELESOLV CONSULTING LLC 1325 G STREET NW SUITE 500 WASHINGTON DC 200053104</b>		18a. PAYMENT WILL BE MADE BY <b>See Invoicing Instructions</b>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		DUNS Number: 118538045+0000 SUTLAND ADJUDICATION and IMMIGRANT BENEFITS HISTORICAL RECORDS SYSTEM UPDATE PROJECT ***** The period of performance shall commence on the date specified in the Notice to Proceed issued by the Contracting Officer.  The following documents are attached to and incorporated into this Order: Attachment A-Statement of Work, 18 pgs (Use Reverse and/or Attach Additional Sheets as Necessary)					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA <b>See schedule</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <div style="background-color: black; width: 100px; height: 1.2em;"></div>			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. 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.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				<b>Sarah E. Rizner</b>		<b>9/25/18</b>	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Attachment B-Price Schedule, 1 pg : AAP Number: NONE Accounting Info: SUIT000 000 EX 20 04 00 000 07 60 0200 00 00 00 00 GE 25 14 00 000000				
0001	Audit services, to include all labor, associated supplies and facility required to perform the tasks identified in the Statement of Work. Firm-Fixed-Price Period of Performance: 12 months following Notice to Proceed	12	MO		
1001	OPTION PERIOD 1: Audit services, to include all labor, associated supplies and facility required to perform the tasks identified in the Statement of Work. Firm-Fixed-Price Period of Performance: 3 Months Amount: Option Line Item)	3	MO		
2001	OPTION PERIOD 2: Audit services, to include all labor, associated supplies and facility required to perform the tasks identified in the Statement of Work. Firm-Fixed-Price Continued ...	3	MO		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-03F-050CA/70SBUR18F00000751

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3 37

NAME OF OFFEROR OR CONTRACTOR  
TELESOLV CONSULTING LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 3 Months</p> <p>Amount: [REDACTED] (Option Line Item)</p> <p>:</p> <p>ATTACHMENTS:</p> <p>ATT A-SOW</p> <p>ATT B-Price Schedule</p> <p>The total amount of award: [REDACTED] The obligation for this award is shown in box 26.</p>				

**PART I - SF 1449, SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS****A. Continuation Block 20 - Schedule of Supplies/Services****Period of Performance**

The task order consists of a base period and two 3-month option periods as shown below:

<b>Period</b>	<b>Months</b>
Base	12
Option 1	03
Option 2	03
<b>Total</b>	<b>18</b>

**Notice to Proceed (NTP)**

The Contracting Officer (CO) will issue a Notice-to-Proceed (NTP) to begin full performance as soon as possible after the award, provided the successful quoter has the required staff that has received a favorable suitability determination through USCIS Office of Security and Integrity.

The Base period of performance is 12 months following NTP.

**PART II - TASK ORDER CLAUSES**

**This order will be subject to contractor's GSA Schedule terms and conditions. The following Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) and USCIS Local clauses are applicable as well:**

**52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.acquisition.gov/far> or <http://farsite.hill.af.mil/>

***FAR Clauses incorporated by reference:***

- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
  - 52.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017)
  - 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
  - 52.245-1 Government Property (Jan 2017)
  - 52.245-9 Use and Charges (Apr 2012)
  - 52.222-41 Service Contract Labor Standards (May 2014)
- Note:** All services provided under this order are subject to the DOL Wage Determination No. 2015-4281, Rev. 11 dated 07/03/2018. (See attached).

***FAR Clauses incorporated in full text:***

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this task order by written notice to the Contractor **at any time prior to the expiration of the period of performance**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend **at least 45 days before the task order expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended task order shall be considered to include this option clause.

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed **eighteen (18) months**.

(End of clause)

**52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

In compliance with the Service Contract Labor Standards statute 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—Fringe Benefits
GS-0305-05	\$27,081.00

(End of clause)

**HSAR Clauses Incorporated in Full Text:****3052.204-71 Contractor Employee Access (Sep 2012)**

- (a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
  - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
  - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
  - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (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, insubordination, 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.

- (f) 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.  
(End of clause)

#### ALTERNATE I

- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The Contractor shall have access only to those areas of DHS 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.
- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) 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.
- (k) 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 Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
- (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
  - (2) The waiver must be in the best interest of the Government.
- (l) 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 non-U.S. citizens after contract award shall also be reported to the contracting officer.  
(End of clause)

#### 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jan 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. 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 national security.

(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, 6 U.S.C. 395, 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 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 by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

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

(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 an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(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 the 4-year period beginning on the date 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 by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of



section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership. (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; and
- (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.* The offeror under this solicitation represents that [Check one]:

- ☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;
- ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or
- ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or quote.

(End of clause)

**3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Sep 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

(b) Clauses.

☒ 3052.203-70 Instructions for Contractor Disclosure of Violations.

☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

☒ 3052.215-70 Key Personnel or Facilities:

Fill in: **Project Manager:** [REDACTED]

☒ 3052.242-72 Contracting Officer's Technical Representative.

(End of clause)

**USCIS Local Clauses**

**Government Furnished Property (GFP) Government Furnished Property (GFP)**

- (a) Upon the contractor's request that a contractor employee be granted access to a government automated system and the government's approval of the request, the government will issue the following equipment:

Equipment	Unit Cost	Maximum Quantity to be Supplied:	Maximum Total Cost
Laptop Computer	\$ 4,500	19	\$85,500
Handheld Scanner	\$ 300	16	\$ 4,800
Bar Code Printer	\$ 4,000	8	\$32,000
Bar Code Reader	\$ 800	12	\$ 9,600
Printers	\$ 1,000	2	\$ 2,000

- (b) The Contractor is responsible for all costs related to making this equipment available for use, such as payment of all transportation costs. The contractor bears full responsibility for any and all loss of this equipment, whether accidental or purposeful, at full replacement value.
- (c) This equipment will be provided on a rent-free basis for performance under this task order. It shall not be used for any non-contract or non-governmental purpose.
- (d) The contractor shall ensure the return of the equipment immediately upon the demand of the contracting officer or at the end of task order performance.

### Invoicing Instructions

a) In accordance with FAR 52.212-4(g), all invoices submitted to USCIS for payment shall include the following:

- (1) Name and address of the contractor.
- (2) Invoice date and invoice number.
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, period of performance, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms.
- (6) Name and address of contractor official to whom payment is to be sent.
- (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (8) Taxpayer Identification Number (TIN).

b) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.

c) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to [USCISInvoice.Consolidation@ice.dhs.gov](mailto:USCISInvoice.Consolidation@ice.dhs.gov) with each email conforming to a size limit of 500 KB.

d) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation  
PO Box 1000  
Williston, VT 05495

### Final Payment

As a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out of or under this task order shall be completed. A release of claims will be forwarded to the contractor at the end of each performance period for contractor completion as soon thereafter as practicable.

### Posting of Order in FOIA Reading Room

(a) The Government intends to post the order resulting from this solicitation to a public FOIA reading room.

(b) Within 30 days of award, the Contractor shall submit a redacted copy of the executed order (including all attachments) suitable for public posting under the provisions of the Freedom of Information Act (FOIA). The Contractor shall submit the documents to the USCIS FOIA Office by email at [foiaerr.nrc@uscis.dhs.gov](mailto:foiaerr.nrc@uscis.dhs.gov) with a courtesy copy to the contracting officer.

(c) The USCIS FOIA Office will notify the contractor of any disagreements with the Contractor's redactions before public posting of the contract or order in a public FOIA reading room.

**Performance Reporting**

The government intends to record and maintain contractor performance information for this task order in accordance with FAR Subpart 42.15. The contractor is encouraged to enroll at [www.cpars.gov](http://www.cpars.gov) so it can participate in this process.

**Security Clauses**

The security clauses listed below follow in sequential order:

- Security Clause No. 5- 4 pages
- Safeguarding of Sensitive Information –8 pages
- Information Technology Security and Privacy –2 page

**Wage Determination**

Wage Determination No. 2015-4281, Rev 11, 7/3/18, follows the security clauses – 10 pages

**U.S. Citizenship and Immigration Services  
Office of Security and Integrity – Personnel Security Division**

**SECURITY REQUIREMENTS**

**GENERAL**

U.S. Citizenship and Immigration Services (USCIS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified information, and that the Contractor will adhere to the following.

**SUITABILITY DETERMINATION**

USCIS shall have and exercise full control over granting, denying, withholding or terminating access of unescorted Contractor employees to government facilities and/or access of Contractor employees to sensitive but unclassified information based upon the results of a background investigation. USCIS 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 USCIS, at any time during the term of the contract. No Contractor employee shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Office of Security & Integrity Personnel Security Division (OSI PSD).

**BACKGROUND INVESTIGATIONS**

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive but unclassified information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract as outlined in the DHS Form 11000-25, Contractor Fitness/Security Screening Request Form and the USCIS Continuation Page to the DHS Form 11000-25. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through OSI PSD.

To the extent the DHS Form 11000-25 and the USCIS Continuation Page to the DHS Form 11000-25 reveals that the Contractor will not require access to sensitive but unclassified information or access to USCIS IT systems, OSI PSD may determine that preliminary security screening and or a complete background investigation is not required for performance on this contract.

Completed packages must be submitted to OSI PSD for prospective Contractor employees no less than 30 days before the starting date of the contract or 30 days prior to EOD of any employees, whether a replacement, addition, subcontractor employee, or vendor. The Contractor shall follow guidelines for package submission as set forth by OSI PSD. A complete package will include the

following forms, in conjunction with security questionnaire submission of the SF-85P, "Security Questionnaire for Public Trust Positions" via e-QIP:

1. DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
4. DHS Form 11000-25, "Contractor Fitness/Security Screening Request Form"
5. USCIS Continuation Page to DHS Form 11000-25
6. OF 306, Declaration for Federal Employment (approved use for Federal Contract Employment)
7. Foreign National Relatives or Associates Statement

#### **EMPLOYMENT ELIGIBILITY**

Be advised that unless an applicant requiring access to sensitive but unclassified information has resided in the U.S. for three of the past five years, OSI PSD may not be able to complete a satisfactory background investigation. In such cases, USCIS retains the right to deem an applicant as ineligible due to insufficient background information.

Only U.S. citizens are eligible for employment on contracts requiring access to Department of Homeland Security (DHS) Information Technology (IT) systems or involvement in the development, operation, management, or maintenance of DHS IT systems, unless a waiver has been granted by the Director of USCIS, or designee, with the concurrence of both the DHS Chief Security Officer and the Chief Information Officer or their designees. In instances where non-IT requirements contained in the contract can be met by using Legal Permanent Residents, those requirements shall be clearly described.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued by the Social Security Administration.

#### **CONTINUED ELIGIBILITY**

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Officer's Representative (COR) will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

In accordance with USCIS policy, contractors are required to undergo a periodic reinvestigation every five years. Security documents will be submitted to OSI PSD within ten business days following notification of a contractor's reinvestigation requirement.

In support of the overall USCIS mission, Contractor employees are required to complete one-time or annual DHS/USCIS mandatory trainings. The Contractor shall certify annually, but no later than

December 31<sup>st</sup> each year, or prior to any accelerated deadlines designated by USCIS, that required trainings have been completed. The certification of the completion of the trainings by all contractors shall be provided to both the COR and Contracting Officer.

- **USCIS Security Awareness Training** (required within 30 days of entry on duty for new contractors, and annually thereafter)
- **USCIS Integrity Training** (Annually)
- **DHS Insider Threat Training** (Annually)
- **DHS Continuity of Operations Awareness Training** (one-time training for contractors identified as providing an essential service)
- **Unauthorized Disclosure Training** (one time training for contractors who require access to USCIS information regardless if performance occurs within USCIS facilities or at a company owned and operated facility)
- **USCIS Fire Prevention and Safety Training** (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)

USCIS 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 or whom USCIS determines to present a risk of compromising sensitive but unclassified information and/or classified information.

Contract employees will report any adverse information concerning their personal conduct to OSI PSD. The report shall include the contractor's name along with the adverse information being reported. Required reportable adverse information includes, but is not limited to, criminal charges and or arrests, negative change in financial circumstances, and any additional information that requires admission on the SF-85P security questionnaire.

In accordance with Homeland Security Presidential Directive-12 (HSPD-12),

<http://www.dhs.gov/homeland-security-presidential-directive-12> contractor employees who require access to United States Citizenship and Immigration Services (USCIS) facilities and/or utilize USCIS Information Technology (IT) systems, must be issued and maintain a Personal Identity Verification (PIV) card throughout the period of performance on their contract. Government-owned contractor-operated facilities are considered USCIS facilities.

After the Office of Security & Integrity, Personnel Security Division has notified the Contracting Officer's Representative that a favorable entry on duty (EOD) determination has been rendered, contractor employees will need to obtain a PIV card.

For new EODs, contractor employees have [*10 business days unless a different number is inserted*] from their EOD date to comply with HSPD-12. For existing EODs, contractor employees have [*10 business days unless a different number of days is inserted*] from the date this clause is incorporated into the contract to comply with HSPD-12.

Contractor employees who do not have a PIV card must schedule an appointment to have one issued. To schedule an appointment:

<http://ecn.uscis.dhs.gov/team/mgmt/Offices/osi/FSD/HSPD12/PIV/default.aspx>

Contractors who are unable to access the hyperlink above shall contact the Contracting Officer's Representative (COR) for assistance.

Contractor employees who do not have a PIV card will need to be escorted at all times by a government employee while at a USCIS facility and will not be allowed access to USCIS IT systems.

A contractor employee required to have a PIV card shall:

- Properly display the PIV card above the waist and below the neck with the photo facing out so that it is visible at all times while in a USCIS facility
- Keep their PIV card current
- Properly store the PIV card while not in use to prevent against loss or theft  
<http://ecn.uscis.dhs.gov/team/mgmt/Offices/osi/FSD/HSPD12/SIR/default.aspx>

OSIPSD must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired USCIS issued identification cards and HSPD-12 card, or those of terminated employees to the COR. If an identification card or HSPD-12 card is not available to be returned, a report must be submitted to the COR, referencing the card number, name of individual to whom issued, the last known location and disposition of the card.

#### **SECURITY MANAGEMENT**

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

The COR and OSI 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 COR 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 Contractor shall be responsible for all damage or injuries resulting from the acts or omissions of their employees and/or any subcontractor(s) and their employees to include financial responsibility.

**SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive Information" is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);



(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information

- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate.* The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or

Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance*

*Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

**(f) Sensitive Information Incident Reporting Requirements.**

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

**(g) Sensitive Information Incident Response Requirements.**

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

- (1) Provide notification to affected individuals as described above; and/or
- (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
  - (i) Triple credit bureau monitoring;
  - (ii) Daily customer service;
  - (iii) Alerts provided to the individual for changes and fraud; and
  - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or
- (3) Establish a dedicated call center. Call center services shall include:
  - (i) A dedicated telephone number to contact customer service within a fixed period;
  - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
  - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics; .
  - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
  - (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
  - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

(End of clause)

## INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be



provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

15-4281 rev Jul 3 2018.txt

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-4281  
Revision No.: 11  
Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Prince George's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.64
01012 - Accounting Clerk II		20.91
01013 - Accounting Clerk III		23.40
01020 - Administrative Assistant		33.16
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		15.24
01052 - Data Entry Operator II		16.63
01060 - Dispatcher, Motor Vehicle		19.28
01070 - Document Preparation Clerk		17.55
01090 - Duplicating Machine Operator		17.55
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.54
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		18.47
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.04
01270 - Production Control Clerk		25.39
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29

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01320 - Service Order Dispatcher	17.24
01410 - Supply Technician	33.16
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.56
01531 - Travel Clerk I	16.28
01532 - Travel Clerk II	17.50
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.05
01612 - Word Processor II	19.13
01613 - Word Processor III	21.41
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.88
07042 - Cook II	18.46
07070 - Dishwasher	11.79
07130 - Food Service Worker	11.62
07210 - Meat Cutter	20.41
07260 - Waiter/waitress	11.30
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	12.97
11090 - Gardener	19.14
11122 - Housekeeping Aide	12.97
11150 - Janitor	12.97
11210 - Laborer, Grounds Maintenance	14.28
11240 - Maid or Houseman	12.23
11260 - Pruner	12.66
11270 - Tractor Operator	17.51
11330 - Trail Maintenance Worker	14.28
11360 - Window Cleaner	14.63
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	30.76
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	21.50
12025 - Dental Hygienist	45.97
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71

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12071 - Licensed Practical Nurse I		19.07
12072 - Licensed Practical Nurse II		21.35
12073 - Licensed Practical Nurse III		24.13
12100 - Medical Assistant		17.58
12130 - Medical Laboratory Technician		20.88
12160 - Medical Record Clerk		18.80
12190 - Medical Record Technician		21.04
12195 - Medical Transcriptionist		20.67
12210 - Nuclear Medicine Technologist		39.79
12221 - Nursing Assistant I		11.75
12222 - Nursing Assistant II		13.22
12223 - Nursing Assistant III		14.42
12224 - Nursing Assistant IV		16.18
12235 - Optical Dispenser		21.60
12236 - Optical Technician		17.38
12250 - Pharmacy Technician		18.12
12280 - Phlebotomist		18.41
12305 - Radiologic Technologist		34.20
12311 - Registered Nurse I		27.64
12312 - Registered Nurse II		33.44
12313 - Registered Nurse II, Specialist		33.44
12314 - Registered Nurse III		40.13
12315 - Registered Nurse III, Anesthetist		40.13
12316 - Registered Nurse IV		48.10
12317 - Scheduler (Drug and Alcohol Testing)		28.49
12320 - Substance Abuse Treatment Counselor		27.04
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		22.07
13012 - Exhibits Specialist II		27.35
13013 - Exhibits Specialist III		33.44
13041 - Illustrator I		20.48
13042 - Illustrator II		25.38
13043 - Illustrator III		31.03
13047 - Librarian		38.38
13050 - Library Aide/Clerk		17.04
13054 - Library Information Technology Systems Administrator		34.67
13058 - Library Technician		20.89
13061 - Media Specialist I		24.93
13062 - Media Specialist II		27.90
13063 - Media Specialist III		31.10
13071 - Photographer I		16.65
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		33.76
13090 - Technical Order Library Clerk		21.40
13110 - Video Teleconference Technician		25.72
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.92
14042 - Computer Operator II		21.18
14043 - Computer Operator III		23.60
14044 - Computer Operator IV		26.22
14045 - Computer Operator V		29.05
14071 - Computer Programmer I	(see 1)	26.36
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22

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14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	38.30
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	32.35
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.84
15086 - Maintenance Test Pilot, Rotary Wing	48.84
15088 - Non-Maintenance Test/Co-Pilot	48.84
15090 - Technical Instructor	29.27
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.62
15120 - Tutor	23.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.55
16030 - Counter Attendant	12.55
16040 - Dry Cleaner	16.13
16070 - Finisher, Flatwork, Machine	12.55
16090 - Presser, Hand	12.55
16110 - Presser, Machine, Drycleaning	12.55
16130 - Presser, Machine, Shirts	12.55
16160 - Presser, Machine, Wearing Apparel, Laundry	12.55
16190 - Sewing Machine Operator	17.28
16220 - Tailor	18.26
16250 - Washer, Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.18
19040 - Tool And Die Maker	31.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.64
21030 - Material Coordinator	25.39
21040 - Material Expediter	25.39
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	19.64
21110 - Shipping Packer	18.05
21130 - Shipping/Receiving Clerk	18.05
21140 - Store Worker I	13.32
21150 - Stock Clerk	18.40
21210 - Tools And Parts Attendant	19.64
21410 - Warehouse Specialist	19.64
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.21
23019 - Aircraft Logs and Records Technician	26.30
23021 - Aircraft Mechanic I	34.38
23022 - Aircraft Mechanic II	36.21
23023 - Aircraft Mechanic III	37.97
23040 - Aircraft Mechanic Helper	23.34
23050 - Aircraft, Painter	32.91
23060 - Aircraft Servicer	26.30
23070 - Aircraft Survival Flight Equipment Technician	32.91
23080 - Aircraft Worker	27.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.38
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.90
23125 - Cable Splicer	34.63
23130 - Carpenter, Maintenance	22.56

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23140	- Carpet Layer	20.49
23160	- Electrician, Maintenance	27.98
23181	- Electronics Technician Maintenance I	30.70
23182	- Electronics Technician Maintenance II	32.60
23183	- Electronics Technician Maintenance III	34.33
23260	- Fabric Worker	23.31
23290	- Fire Alarm System Mechanic	24.20
23310	- Fire Extinguisher Repairer	21.47
23311	- Fuel Distribution System Mechanic	30.36
23312	- Fuel Distribution System Operator	25.56
23370	- General Maintenance Worker	21.46
23380	- Ground Support Equipment Mechanic	34.38
23381	- Ground Support Equipment Servicer	26.30
23382	- Ground Support Equipment Worker	27.96
23391	- Gunsmith I	21.47
23392	- Gunsmith II	24.96
23393	- Gunsmith III	27.91
23410	- Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.44
23430	- Heavy Equipment Mechanic	28.13
23440	- Heavy Equipment Operator	23.36
23460	- Instrument Mechanic	30.07
23465	- Laboratory/Shelter Mechanic	26.51
23470	- Laborer	14.98
23510	- Locksmith	25.89
23530	- Machinery Maintenance Mechanic	28.23
23550	- Machinist, Maintenance	26.10
23580	- Maintenance Trades Helper	18.27
23591	- Metrology Technician I	30.07
23592	- Metrology Technician II	31.67
23593	- Metrology Technician III	33.21
23640	- Millwright	28.19
23710	- Office Appliance Repairer	22.96
23760	- Painter, Maintenance	21.75
23790	- Pipefitter, Maintenance	28.47
23810	- Plumber, Maintenance	27.04
23820	- Pneudraulic Systems Mechanic	27.91
23850	- Rigger	28.23
23870	- Scale Mechanic	24.96
23890	- Sheet-Metal Worker, Maintenance	26.00
23910	- Small Engine Mechanic	20.49
23931	- Telecommunications Mechanic I	29.95
23932	- Telecommunications Mechanic II	31.55
23950	- Telephone Lineman	33.62
23960	- Welder, Combination, Maintenance	24.34
23965	- Well Driller	22.91
23970	- Woodcraft Worker	27.91
23980	- Woodworker	21.47
24000	- Personal Needs Occupations	
24550	- Case Manager	20.05
24570	- Child Care Attendant	13.12
24580	- Child Care Center Clerk	17.77
24610	- Chore Aide	12.23
24620	- Family Readiness And Support Services Coordinator	20.05
24630	- Homemaker	20.05
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	33.55
25040	- Sewage Plant Operator	25.77
25070	- Stationary Engineer	33.55
25190	- Ventilation Equipment Tender	23.62

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25210 - Water Treatment Plant Operator	25.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	16.69
27008 - Corrections Officer	26.12
27010 - Court Security Officer	27.08
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	26.12
27070 - Firefighter	28.10
27101 - Guard I	16.69
27102 - Guard II	20.57
27131 - Police Officer I	30.28
27132 - Police Officer II	33.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.27
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.78
29020 - Hatch Tender	30.78
29030 - Line Handler	30.78
29041 - Stevedore I	28.36
29042 - Stevedore II	32.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.40
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.23
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.19
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	27.38
30052 - Cryogenic Technician II	30.24
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.93
30095 - Evidence Control Specialist	24.72
30210 - Laboratory Technician	25.68
30221 - Latent Fingerprint Technician I	34.60
30222 - Latent Fingerprint Technician II	38.22
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	30.24
30390 - Photo-Optics Technician	27.98

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30395 - Radiation Control Technician	30.24
30461 - Technical Writer I	26.33
30462 - Technical Writer II	32.20
30463 - Technical Writer III	38.97
30491 - Unexploded Ordnance (UXO) Technician I	26.94
30492 - Unexploded Ordnance (UXO) Technician II	32.60
30493 - Unexploded Ordnance (UXO) Technician III	39.07
30494 - Unexploded (UXO) Safety Escort	26.94
30495 - Unexploded (UXO) Sweep Personnel	26.94
30501 - Weather Forecaster I	27.71
30502 - Weather Forecaster II	33.71
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.60
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	11.90
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	14.23
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	21.38
31364 - Truckdriver, Tractor-Trailer	21.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.89
99030 - Cashier	10.85
99050 - Desk Clerk	13.03
99095 - Embalmer	30.69
99130 - Flight Follower	26.94
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	35.01
99310 - Mortician	34.10
99410 - Pest Controller	18.70
99510 - Photofinishing Worker	13.50
99710 - Recycling Laborer	20.25
99711 - Recycling Specialist	24.84
99730 - Refuse Collector	17.96
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	26.89
99831 - Surveying Aide	16.71
99832 - Surveying Technician	25.55
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for

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reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

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(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

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The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

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requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>
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- Attachment A - Statement of Work (SOW)
- Attachment B - Price Schedule

## **Attachment A**



### **DEPARTMENT OF HOMELAND SECURITY**

### **U.S. Citizenship and Immigration Services (USCIS)**

**Immigration Records and Identity Services Directorate (IRIS)**

**Records Division**

## **STATEMENT OF WORK**

**Suitland Adjudication and Immigrant Benefits Historical Records System  
Update Project**

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### 1. Title

The Department of Homeland Security (DHS), United States Citizenship and Immigration Services (USCIS), Immigration Records and Identity Services Directorate (IRIS), Records Division, Suitland Adjudication and Immigrant Benefits Historical Records System Update Project.

### 2. Introduction

The Department of Homeland Security has designated USCIS as the custodian for maintaining immigration records. As such, the Records Division is responsible for issuing and implementing records management policy and guidance for over 145 domestic and international File Control Offices. The resulting records systems, both paper and electronic, support decisions regarding immigration benefits, national security, fraud detection, court ordered evidentiary presentations, forensics, and other legal and enforcement actions.

The Department of Homeland Security (DHS) authorizes USCIS to maintain the immigration files and records systems necessary to carry out its functions. In response, the Records Division develops records management policy that governs maintaining and accessing immigration records, conducts training, and provides monitoring and evaluation of the integrity of the records management systems and files. It is critical to the mission of DHS and USCIS that Records Division maintains the integrity and usability of the immigration records and systems in accordance with governing records management legislation and policy.

### 3. Scope

Records Division seeks to procure services to conduct an audit of the Central Office Washington's file holdings at the Washington National Records Center (WNRC) in Suitland, Maryland. The WNRC is an external file storage facility.

Files inventoried during this audit will have individual file location data uploaded into the agency's electronic record tracking system known as RAILS, formerly the National File Tracking System, which tracks all file movement and file location. This system is used throughout the agency and interfaces select file location data into the Central Index System.

The audit will improve accountability, eliminate manual preparation of file requests, improve RAILS data integrity, increase customer satisfaction and timeliness of records management.

The services required under this contract include the management and technical functions in support of records management for the USCIS Records Operations Program. The primary functions of this contract include the completion of all tasks associated with pulling, file maintenance, labeling, scanning and system uploading the estimated 3.8 million unclassified Naturalization, Visa and Registry documents/files located at the WNRC. All work will be performed at contractor's facility. The government will provide training in addition to equipment and a reasonable amount of consumable and administrative supplies required to complete the work.

#### **Mandatory Task Specific Requirements:**

The contractor's facility shall be within a 50-mile radius of the Washington, DC area, have established infrastructure to accommodate short-term record storage (e.g. climate, water and fire control systems; WiFi connectivity; workstation(s); receiving area and storage capacity for up to 68 pallets) to successfully perform all required tasks.

#### 4. Tasks

The contractor shall provide all personnel and supervision onsite necessary to perform the requirements of the contract. USCIS will provide property and equipment as listed under Government-Furnished Equipment (see Section 8).

The scope of this contract includes all support actions necessary to satisfy the following objectives established by IRIS to achieve the organization's mission and goals and to ensure continuity and efficiency of operations:

- Provide efficient and effective records management and maintenance functions in support of the USCIS Records Program
- Provide continuous improvement to overall quality
- Provide outstanding customer service with high customer satisfaction
- Ensure compliance with all federal mandated directives
- Ensure proper security of all files
- Report all personnel actions timely
- Ensure proper handling of security-sensitive materials, including personally identifiable information (PII) and chain-of-custody requirements.

In performance of these tasks the contractor shall gather information, exercise judgment and present facts and/or information to USCIS, Records Division, for review and decision. However, the contractor shall not make official policy or decisions on behalf of the USCIS Records Division. While the contractor employees may handle USCIS files, correspondence, or artifacts, they may not make decisions that are inherently governmental in nature, nor do they have USCIS signature authority.

##### 4.1. Project Management

- The contractor shall assign a Project Manager (PM) who will be the primary point of contact (POC) for face-to-face communication between the government and the contractor. The PM will manage the day-to-day activities of the contractor staff. The PM is a member of the contractor's management team that is considered "Key Personnel" (see Section 7.2). This individual has responsibility for the assignment of tasks to contractor's employees as well as overall accomplishment of the items covered by this SOW. The PM shall be the primary interface with the USCIS Contracting Officer's Representative (COR) as well as the government's Program Manager. The PM shall organize, direct and coordinate planning and execution of all contract activities, and will review the work of subordinates, including subcontractors, to ensure that the schedule, standards, and reporting responsibilities are met. The PM shall integrate the contractor's management and technical activities across this contract to ensure that they are consistent and ensure that all work on this contract complies with contract terms and conditions. The PM shall attend weekly performance and ad hoc meetings as required.
- The PM shall task contractor's employees appropriately based on skill and workload. The PM shall implement management systems and controls for recording and monitoring contractor's workloads for all tasks. A log of contractor time spent on a task shall be made available to the government as requested.
- The PM will be the first POC to resolve issues between the government and the contractor employee(s). This includes staffing, problem escalation and resolution, performance monitoring, time and attendance, and leave issues, among others. During any absence of the PM, the PM will designate an alternate to act for the contractor on all matters relating to work performed under this contract. USCIS will provide management oversight. However, it is the responsibility of the contractor to manage all corporate resources and supervise all contractor staff in the performance of all work on this contract.
- The PM will generate weekly reports that will include the status of all tasks, deliverables, project constraints, assumptions, risk, budget and schedule.

#### **4.2. Post Award Conference (Kickoff)**

The Post Award conference will be scheduled within 15 business days of contract award. The purpose of the meeting is to identify primary points of contact, discuss scope, tasks, and understanding of technical approach. The contractor shall prepare and submit a written report of the Post Award Conference within five (5) business days that outlines the understanding of the requirements.

#### **4.3. Project Management Plan (PMP)**

The contractor shall provide a Project Management Plan (PMP) that shall support completion of all tasks on this contract. The PMP shall be delivered in narrative/report format in MS Word as detailed below. The draft PMP shall be delivered four (4) business days prior to the kickoff. The final PMP shall be delivered 25 business days after kickoff.

- The content required to develop project initiation deliverables and work products
- Detailed project objectives, timeline(s), roles and responsibilities for each task and deliverable
- Quality measurements, control policies, and procedures with standard industry practices for project administration, execution and tasking
- Identification of project constraints, assumptions, risk, budget and schedule for each task and deliverable
- Detailed staffing plans that shall provide solutions to be performed by the contractor that identify and propose to the government replacement key personnel as needed, to fill vacancies, and to ensure task objectives and deliverables are met on time and on schedule
- Identification of the contractor's management structure and how contractor employees will be supervised

#### **4.4. Audit Tasks**

The contractor's employees shall be able to lift/transfer boxes, not to exceed 50lbs.

All file management and maintenance activities will be conducted within the contractor's defined processing areas. All incoming/outgoing work is managed by the contractor in these same defined processing areas.

##### **4.4.1. File Pulling**

At the contractor's facility, staff will remove boxes from receiving and/or staging rooms and place them in a designated area for access.

- The contractor shall remove all files from boxes and perform the tasks noted in 4.4.2 - 4.4.6.

##### **4.4.2. File Maintenance and Labeling**

Maintenance of the file consists of putting documents/items into file jackets (manila folders); replacing damaged file jackets; creating barcode labels using government furnished equipment (e.g. printer, barcode reader) to scan files into an electronic tracking system; placing printed barcode labels on new jackets; and processing over-sized files into new and/or multiple jackets.

The contractor shall complete the following tasks:

- Naturalization Files - Replace torn or worn file jackets and return documents on the correct side of the file and in the same order as the original file
- Visa Files - Place documents into a new file jacket and discard the brown accordion folder
- Registry Files – Do not go into a file jacket
- Create and/or replace barcode labels that are missing, erroneous, or damaged
  - For documents in file jackets, place new barcode label on back side of tab of the printed file number
  - Visa files - For odd numbered file numbers; place new barcode label on top left tab for even numbered file numbers, place new barcode label on top right tab; a second

- barcode label will be placed on back side of left or right tab (see exhibit A for proper placement of barcode labels)
- Registry Files - Place the new barcode label on the back of the brown or blue coversheet; under the printed file number (see exhibit A for proper placement of barcode labels), then put back into the original green and/or red box with barcode label facing forward
- For files exceeding 3 ½" in thickness, create multiple part files in accordance with the Records Policy Manual

The government considers file maintenance complete when the contractor completes: file maintenance and labeling tasks in accordance with the File Maintenance/Audit Procedural Guide (Procedural Guide -see Appendix B) consisting of one or more of the following on a single record:

- Repair file jacket
- Create multiple part files
- Band the multiple parts
- Attach the correct barcode label(s) to the file jacket
- Verify barcode number matches the document number inside the file

Each record is considered one unit of file maintenance regardless of the number of maintenance activities performed.

#### **4.4.2.1. Performance Standard for Task 4.4.2**

Performance standard for the number of files processed is based on the average time of 60 seconds to complete a file maintenance and labeling activity; achieving a minimum of 320,000 file maintenance and labeling activities performed per month.

All file maintenance and labeling activities will be performed in accordance with the Procedural Guide (See Appendix B) with 100% accuracy and no errors.

#### **4.4.3. File Auditing**

- Using barcode reader, the contractor shall scan the barcode label on file
- Notify the COR of any error trends

The government considers the task complete when:

- Contractor ingests all files scanned into RAILS
- Obtains a report for all files uploaded in the batch

#### **4.4.3.1. Performance Standard for Task 4.4.3**

Performance standard for the number of files processed is based on the average time of 60 seconds to complete an audit activity per box; achieving a minimum of 1,500 boxes audited per month.

All file auditing activities will be performed in accordance with the Procedural Guide with 100% accuracy and no errors.

#### **4.4.4. Pull Charge Sheets**

- The contractor shall remove all Charge Sheets found in the file boxes and scan, with name and first file number in batch (include alpha prefix)
  - Charge Sheets are request forms used to mark where a file was pulled; they remain until the file is returned; the forms contain the file requestors' information, e.g. file type, agency and date of request, etc.
- At the end of each shift, send the scanned documents to the government's Project Manager
- Provide hard copies to the government's Project Manager on a weekly basis

#### 4.4.5. Box Return and Staging

At the contractor facility, staff will remove completed file boxes from their designated processing area and return to the designated staging area for storage and/or pick-up.

The contractor shall complete the following tasks:

- Place Visa files back into the existing green and/or red boxes. If damaged, repair the file box with filament tape
- Place all other files back into the existing or new white record/file box, if damaged
  - If box is damaged:
    - Cut the label/front of the damaged box and place inside the new box
    - Copy the information (i.e. accession number and agency box number) from the front of the damaged file box on the front of the new file box
- Place files into file boxes with labels facing same direction
- Place boxes on a cart in the designated staging area
- Random QA will be completed by government QA Specialist and contractor's PM throughout the day
- Shred all trash and old labels with PII
- Bag all remaining trash and/or stack all recyclables in the designated area in accordance with contractor's policies and procedures

The government considers this task complete when:

- Files are correctly placed into their original or new box
- Boxes are correctly marked/labeled (i.e. accession number and agency box number)
- File number, box number and batch numbers are verified
- Boxes are returned to a designated staging area at the contractor's facility for WNRC staff to pick up and re-shelve at the WNRC

##### 4.4.5.1. Performance Standard for Task 4.4.5

Performance standard for the number of files processed is based on the average time of 60 seconds to complete a box return and staging activity, achieving a minimum of 1,500box returns per month.

All file return and staging activities will be performed in accordance with Procedural Guide with 100% accuracy and no errors.

#### 4.4.6. RAILS upload

The contractor shall complete the following tasks:

- Upload all files scanned into RAILS
- Run RAILS Error Report (errors shall be reported to the designated government representative)

The government considers this task complete when files have been uploaded successfully and RAILS Error Report is 100% accurate with no errors.

#### 4.4.7. Audit Task Reporting

Scanner uploads into RAILS		
Format: Remote connection via WiFi to the electronic file tracking system (RAILS).	Due\Frequency: Daily by Close of Business (COB)	System: upload into RAILS
RAILS Batch Error Report		
Format: Report via Email to the government Project Manager and COR.	Due\Frequency: Daily by COB	Software: MS Suites
Number of Files Scanned		

Format: Report via Email to the government Project Manager and COR.	Due\Frequency: Daily by COB	Software: MS Suites
<b>Number of Boxes repaired/new</b>		
Format: Report via Email to the government Project Manager and COR.	Due\Frequency: Weekly	Software: MS Suites
<b>Number of Boxes completed</b>		
Format: Report via Email to the government Project Manager and COR.	Due\Frequency: Weekly	Software: MS Suites

#### 4.5. General Operations Tasks

The day-to-day supervision and direct control over the work performed by contractor personnel is the sole responsibility of the contractor. The contractor shall furnish the required staffing resources to satisfy all contract requirements. The items below are required:

##### 4.5.1. Personnel

The contractor shall provide on-site key personnel management covering all work shifts and implement appropriate management systems to assure the quality, reliability, accuracy, and timeliness of all services and products provided to USCIS. In addition the contractor shall keep the COR updated on operational status and plans.

Any major realignment of staff in excess of 10% of the total contractor personnel, to areas where contractor personnel are not trained, must be approved in advance by the COR. There shall be notification and a plan in place if and when the contractor moves an entire work group from one task area to another and no trained staff remains.

At all times when work is being performed by contractor personnel at the vendor facility, the contractor shall directly superintend the work and have on the worksite a competent project manager who is satisfactory to the Contracting Officer and has authority to act for the contractor. The contractor shall provide notice to the government of the identity of the manager(s).

##### 4.5.2. Compliance

The contractor shall comply with all DHS and USCIS policies, procedures, and regulations in effect or updated during the performance of the contract, to include guides and directives (See Section 8.3).

##### 4.5.3. Fraud

The contractor shall immediately report suspected fraud, waste, and abuse to the COR and CO both internal and external to the contractor's operation. Failure to report may result in the COR issuing a Contractor Deficiency Report (CDR).

##### 4.5.4. Personal Identifiable Information (PII)

The contractor shall not make any unauthorized disclosures of PII. Unauthorized disclosures must be reported immediately to the COR.

##### 4.5.5. Maintenance

The contractor shall operate and perform basic user maintenance on government provided equipment in accordance with Original Equipment Manufacturer (OEM) and as directed by the COR. This may include, but is not limited to, clearing paper jams and changing toner cartridges, cleaning scanners, etc.

##### 4.5.6. Report of Survey

The contractor shall provide notification to the COR within one (1) hour (measured during normal hours of operation) of government-provided equipment malfunctions, failure or damage through email

communication. When requested by the COR, the contractor shall document the failure through completion and delivery of a Report of Survey (Form G-504).

#### **4.5.7. Hours and Overtime**

Contractor's hours of operation are not limited to the government's hours of operation.

Overtime on the part of the contractor staff shall be minimized. Request for overtime shall be submitted by the contractor's PM and pre-approved by the COR.

The contractor's staff will adjust and/or share job duties as requested to enhance production and program effectiveness.

When visiting government offices, the contractor's employees will follow all policies, rules, and guidelines set out by DHS, USCIS, and other Government offices.

The USCIS hours of operation are between 8 a.m. and 5 p.m. Monday through Friday, except on Federal holidays.

#### **4.5.8. Government Holidays and Unscheduled Government Closures**

New Year's Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

If the government closes due to an emergency or unforeseen occurrence (i.e. incremental weather), the contractor will receive guidance from the COR.

#### **4.5.9. Travel**

No travel is anticipated for this contract. Reimbursement for local travel is not authorized.

### **5. Quality Assurance (QA) and Quality Control (QC)**

The contractor is responsible for quality control and shall submit a final draft of the Quality Control Plan to the COR 25 business days after kick off. The plan shall include the contractor's procedures for monitoring and reporting the quality of work performed.

### **6. Special Instructions for Deliverables**

#### **6.1. General Deliverable Instructions**

The contractor shall submit all deliverables to the COR and Program Manager via email in an agreed upon format.

If deliverables are rejected for any reason, the contractor will have 48 hours to correct and resubmit to the government.

The government will provide written acceptance, comments, and/or change requests within 10 business days of receipt of all required task order deliverables. If government acceptance, comments

and/or changes requests are not received in 10 business days, the contractor shall assume government acceptance.

Upon receipt of government comments, the contractor shall rectify the situation and resubmit the contract deliverable(s) within 5 business days.

## 6.2. Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract deliverable 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 COR in writing, giving pertinent details. This data shall be information only in character and shall not be construed as a waiver by the government of any deliverable schedule or date, or any rights or remedies provided under this contract.

## 6.3. Deliverables Table

ITEM	REFERENCE	DUE BY
Weekly Status report	SOW Sect 4.1	Every Wednesday
Post Award Conference (Kick off) Report	SOW Sect 4.2	Within five (5) business days of Kick Off
Draft Project Management Plan	SOW Sect 4.3	Four (4) business days prior to Kick Off
Draft Quality Control Plan	SOW Sect 5	Four (4) business days prior to Kick Off
Final Project Management Plan	Sow Sect 4.3	25 business days after Kick Off
Final Quality Control Plan	SOW Sect 5	25 business days after Kick Off
Scanner uploads into RAILS	SOW Sect 4.4	Daily by Close of Business (COB)
RAILS Error Report	SOW Sect 4.4	Daily by COB
Number of Files Scanned	SOW Sect 4.4	Daily by COB
Number of Boxes repaired/new	SOW Sect 4.4	Weekly report
Number of Boxes completed	SOW Sect 4.4	Weekly report
Redacted Contract for FOIA	Clauses section	Within 30 calendar days of Award
Submission of security packages to Office of Security and Integrity	Clauses section	30 calendar days after award
E-Verify Attestation of all Employees	Clauses section	30 calendar days after award
Security and Privacy training	Clauses section	Due by end of year

## 7. Contractor Personnel

Contractor shall provide the following qualified personnel:

Labor Category / Title	FTE's
General Clerk I	34
Project Manager	1



### 7.1. Recruitment and Retention

The contractor shall employ hiring and retention practices that allow the contractor to identify, screen, place, monitor, train, and retain qualified candidates to fulfill service requirements under this contract. Contractors shall propose personnel that are capable of passing a minimum background investigation.

### 7.2. Key Personnel

Definition: Key personnel are defined as management personnel critical to and essential for the contractor's successful performance under this contract.

Key Personnel on this contract includes:

#### (1) Project Manager

Before replacing any individual (position(s)) designated as key, the contractor must notify the CO and the COR at least 14 days in advance and submit a written justification for replacement. Contractor must provide the name and qualifications of any proposed substitute(s). All proposed substitutes will possess qualifications equal to or superior to those of the Key person being replaced. The contractor will not replace key contractor personnel without approval from the CO. All Key Personnel shall be full-time employees of the prime contractor.

#### 7.2.1. Project Manager

**Minimum/General Experience:** At a minimum, must have three (3) years of overall project management experience.

## 8. Government Furnished Equipment (GFE)\Government Furnished Information (GFI)

The government will provide the contractor with access to all available USCIS documents and the necessary equipment to support this contract. The government will provide contractor with access to government equipment and network connectivity as necessary to complete this work. The contractor will require a DHS/USCIS user account. The contractor may not use government equipment for any other purposes outside of this contract. The contractor shall not load any programs or applications or attach any external devices to government-owned equipment.

The contractor shall ensure that USCIS, DHS, and other government-furnished, non-publicly releasable data and equipment is not accessed by, or accessible to, non-USCIS/DHS cleared personnel.

Equipment	Unit Cost	Maximum Quantity to be Supplied:	Maximum Total Cost
Laptop Computer	\$ 4,500	19	\$ 85,500
Handheld Scanner	\$ 300	16	\$ 4,800
Bar Code Printer	\$ 4,000	8	\$ 32,000
Bar Code Reader	\$ 800	12	\$ 9,600
Printers	\$ 1,000	2	\$ 2,000

### 8.1. Government Supplied Consumable Supplies/Administrative Supplies

The government will supply the consumable supplies detailed below in a reasonable amount necessary to perform required tasks for this contract. The government will coordinate the initial delivery of consumable supplies to be delivered and utilized at the contractor facility. The contractor shall maintain and manage a sufficient level of identified supplies to perform contract tasks. The contractor shall be required to complete a supply order and log, to replenish supplies and submit to

the COR for approval. Lack of supplies will not exempt the contractor from completing the tasks under this SOW.

Consumable supplies that the government will provide include the following:

- Toner for government-furnished printers/copiers
- Thermal labels for barcode printer
- White records/file boxes to meet NARA specifications for retirements
- Manila folders used to replace damaged folders(left/right tab):
  - The government will provide an estimated 1.5 million manila folders
  - Contractor will be responsible for supplying up to an estimated 1.9 million additional manila folders (See Section 8.2)
  - The cost for the folders shall be included in the overall firm-fixed-price
- Ribbons for barcode printer

## **8.2. Contractor Supplied Consumable Supplies/Administrative Supplies**

The contractor is responsible for providing standard consumable supplies necessary to complete the tasks (such as banding straps, paper clips, tape, markers, punches, staplers, etc). In addition, the contractor shall provide and coordinate the delivery of up to an estimated 1.9 million manila folders plus administrative supplies to be delivered and utilized at the contractor facility. Contractor shall maintain and manage a sufficient level of identified supplies to perform contract tasks.

- Contractor shall complete a supply order and log to replenish supplies and submit to the COR for approval
- Contractor shall ensure there are sufficient supplies available at the time Notice to Proceed is issued

Consumable supplies that the contractor will provide include the following:

- Manilla file folders used to replace damaged folders (left/right tab).
  - Folder features 5/8" undercut that provides ample room for file labels or hand-written titles and has stylish rounded corners
  - Standard-weight 11 pt. stock
  - Stylish rounded corners that are not likely to snag and tear
  - Scored for 3/4" expansion
  - Single-ply tab
  - 30% post-consumer content
  - First tab
  - Third tab

## **8.3. Government Furnished Information**

The government will make the following documents available in hard copy or by providing a link to the information.

1. American National Standard Institute (ANSI) Guidelines and Standards; more specifically, ANSI/ASQ S2-1995, Introduction to Attribute Sampling, and ANSI/ASQ Z1.4-2008, Sampling Procedures and Tables for Inspection by Attribute Sampling Association for Information and Image Management (AIIM) Guidelines and Standards.  
<https://www.ansi.org>

2. National Archives and Records Administration (NARA) regulations available at  
<http://www.archives.gov>.

3. Freedom of Information Act (FOIA) Privacy Act (PA) available at  
<http://www.usdoj.gov/foia/privstat.htm>.

4. Office of Security and Integrity USCIS Security Handbook  
[http://osi.uscis.dhs.gov/USCIS\\_Security\\_Handbook/index.htm](http://osi.uscis.dhs.gov/USCIS_Security_Handbook/index.htm)

5. Records Policy Manual

<https://www.uscis.gov/policymanual/HTML/PolicyManual.html>

#### **9. Place of Performance**

The principal place of performance shall be located at the contractor's facility. Contractor's facility shall be within a 50-mile radius of the Washington, DC area and have established infrastructure to accommodate short-term record storage (e.g. climate, water and fire control systems; WiFi connectivity; workstation(s); receiving area and a storage capacity for up to 68 pallets) to successfully perform all required tasks.

#### **10. Period of Performance**

The base period of performance will be 12 months following the Notice to Proceed (NTP) issued by the Contracting Officer. There will be two option periods of 3 months each. If both option periods are exercised, the total period of performance would be 18 months.

#### **11. Training**

The government will provide initial training and supporting documentation to contractor to assist in performing the required tasks for this contract. The contractor shall ensure all personnel receive required training and provide follow-on and/or refresher training (as needed) to all new staff joining the contract.

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### **APPENDICES:**

**Appendix A – Acronyms – 1 page**

**Appendix B – File Maintenance/Audit Procedural Guide – 2 pages**

### **EXHIBITS**

**Exhibit A – Proper Barcode Placement – 1 page**

**APPENDIX A. ACRONYMS**

AIIM	Association for Information and Image Management
ANSI	American National Standards Institute
ASQ	American Society for Quality
AQL	Acceptable Quality Level
CDR	Contractor Deficiency Report
CIS	Central Index System
CO	Contracting Officer
COOP	Continuity of Operations Plan
COR	Contracting Officer's Representative
COW	Central Office Washington's
DHS	Department of Homeland Security
EOD	Entry on Duty
ET	Eastern Time
FCO	Field Control Office
FOIA	Freedom of information Act
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFS	Government Furnished Supplies
IRIS	Immigration Records and Identity Services Directorate
ISO	International Organization for Standardization
IT	Information Technology
MD	Management Directive
NARA	National Archive Records Administration
RAILS	National File Tracking System
NTP	Notice to Proceed
OEM	Original Equipment Manufacturer
PA	Privacy Act
PALMS	Performance and Learning Management System
PII	Personal Identifiable Information
PM	Project Manager
PMP	Project Management Plan
POC	Point of Contact
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
RD	Records Division
ROH	Records Operations Handbook
SAT	Security Awareness Training
SETA	Security, Education, Training & Awareness
SOW	Statement of Work
WNRC	Washington National Records Center
USCIS	United States Citizenship and Immigration Services

**APPENDIX B. FILE MAINTENANCE/AUDIT PROCEDURAL GUIDE**

The file maintenance and auditing process ensures files are properly inventoried, tracked and packaged in accordance with DHS, USCIS and RPM policies and procedures. In addition, validates the physical location of each file/box is consistent with the electronic location within the RAILS system.

Process Steps: File Maintenance and Labeling:

1. Open Box
2. Pull file/folder from box, determine file type (e.g. Certificate, Visa, Registry).
3. Remove staples (if any) from document.
4. Locate document/file number to determine if left or right tab jacket (manila folder) is required
5. For Certificate files, inspect original file jacket to determine if jacket needs replacement (there is no left or right tab jacket preference for this document type). If worn and/or damaged, replace jacket.
6. Retrieve new jacket.
  - a. Left tab jacket for odd numbered Visa files
  - b. Right tab jacket for even numbered Visa files
7. Insert file/document into new jacket.
8. Inspect box; if worn or damaged, replace or repair.
9. Locate file/document number, and enter it in electronic tracking system for printing new barcode labels.
10. Pull labels from printer; pending on document type, one (1) or two (2) barcode labels will be printed
11. Affixing new barcode labels:
  - a. For documents in file jackets, place new barcode label on back side of tab of the printed file number;
  - b. Visa files - For odd numbered file numbers; place new barcode label on top left tab; for even numbered file numbers, place new barcode label on top right tab; a second barcode label will be placed on back side of left or right tab;
  - c. Registry Files - Place the new barcode label on the back side of brown or blue coversheet; centered underneath printed file number. **Do not obscure file number.**
12. Re-boxing: Place all files in sequential order, ensuring file numbers correspond with the accession and box numbers on the original or new box. Registry files are returned to their original green and/or red box with barcode label facing forward.

## End of File Maintenance and Labeling Process

Process Steps: Box Auditing

1. Open Box
2. Pull jacket from box, determine file type (e.g. Certificate, Visa, Registry).
3. Using a barcode reader, scan file for uploading to RAILS.
4. Key-in the appropriate data entry function (e.g. add new, retire).
5. Verify entry and file number.
6. Return file to box; repeat steps 2 thru 5 till the entire box is scanned/uploaded into RAILS.
7. Run Error Report:
  - a. If no errors occur, continue with next batch;
  - b. If an error occurs, notify supervisor for corrective action.
8. After all boxes have been processed and errors (if any) have been resolve; transfer box to next station for QA/C checks.

## End of File Auditing Process

Process Steps: Box Return and Staging

1. Inspect box:

If worn or damaged;

- a. Get a new box;
- b. Cut the label/front of the damaged box and place inside the new box;
- c. Copy the information (i.e. accession number and agency box number) from the front of the damaged file box on the front of the new file box;
- d. If it's a red or green box, repair file box with filament tape.

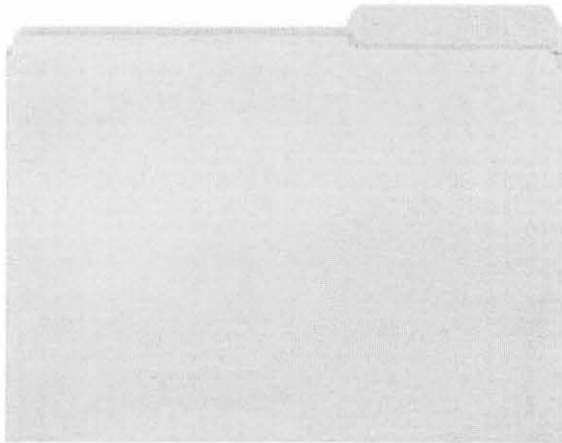
If not, no further action is needed

2. Verify all file numbers correspond with the accession and box numbers printed on the box.
3. Verify all files placed in boxes have labels and facing same direction.
4. Select the required number of files for QA/C check.
5. Que RAILS system.
6. Scan file(s) using barcode reader.
7. Validate file (e.g. file number, transfer information, box number) within the system.
8. Repeat steps 6 thru 7 till entire batch is scanned.
9. Run Error Report:
  - a. If no errors occur, continue with next step;
  - b. If an error occurs, notify supervisor for corrective action.
10. Return files to box, ensuring files are in sequential order and labels are facing the same direction.
11. Secure box.
12. Move box to re-file staging area.

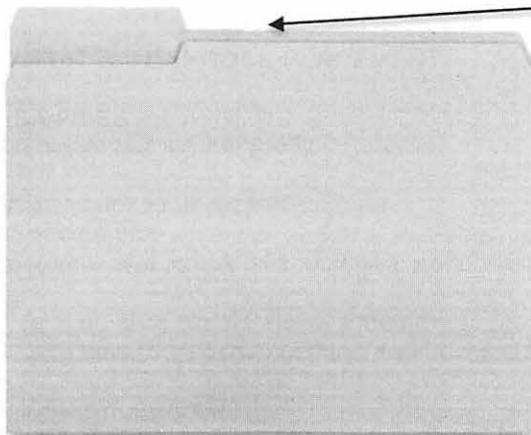
End of File Return and Staging Process

EXHIBIT A – BARCODE PLACEMENT

VISA FILES



Barcode label placement for **EVEN** numbered file numbers. A second barcode label will be placed on the back side of tab.



Barcode label placement for **ODD** numbered file numbers. A second barcode label will be placed on the back side of tab.

COVERSHEETS



Coversheets may be **brown** or **blue**. New barcode label will be centered and place under printed file number on back side of coversheet. Coversheet will be returned to its original red or green box, with label facing forward.

**70SBUR18F00000751**  
**ATTACHMENT B**  
**PRICE SCHEDULE**

Labor Category / Title	Required FTE's-	Hourly Rate (fully burdened)	Discount off GSA Rate (%)	Monthly FFP	Total FFP
BASE / 12 Mo					
OPTION 1 / 3 Mo					
OPTION 2 / 3 Mo					

**TOTAL BASE  
& OPTIONS:**