

**DEPARTMENT OF HOMELAND SECURITY (DHS)  
RECORDS SERVICES SUPPORT (RSS)  
BLANKET PURCHASE AGREEMENT (BPA)  
BPA No. COW-3-A-0094**

**1. DEPARTMENT OF HOMELAND SECURITY (DHS) RECORDS SERVICES  
SUPPORT (RSS) BLANKET PURCHASE AGREEMENT (BPA)**

**1.1 Introduction**

The Department of Homeland Security (DHS) requires records-management support services for two records-management entities under the former Immigration and Naturalization Service (INS):

- The DHS Bureau of Citizenship and Immigrations Services (BCIS) – formerly the INS Immigration Services Division (ISD)
- The DHS Office of Records Management (DHS-ORM) -- formerly the INS Office of Records Management (ORM)

On March 1, 2003, the former Immigration and Naturalization Service (INS) transitioned to the Department of Homeland Security (DHS). No disruption to this solicitation process is anticipated. Although some changes are anticipated within the new organization, including name changes of some organizational units and regions, the requirements described in this solicitation will continue to serve the same functions and objectives. Any changes in organizational names or site locations will be noted in BPA Calls.

The DHS will support this requirement by awarding one or more Blanket Purchase Agreements (BPA) to selected 8(a) firms on the General Services Administration (GSA) Schedule contract, Group 36. Any work performed under the BPAs will be initiated by placing mixed type Calls (Firm Fixed Price, Time & Materials) against the master BPAs. Other Direct Costs (ODCs) will be authorized contingent upon prior Headquarters (HQ) Contracting Officer's Technical Representative (COTR) approval and negotiated with each BPA Call.

**1.2 Blanket Purchase Agreement**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Homeland Security and

CMI Facilities Service  
4324-B Evergreen Lane  
Annandale, VA 22003-3272

enter into a single blanket purchase agreement (BPA) to support the DHS. The intent is to further reduce the administrative costs by acquiring commercial items and services from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

Federal Supply Schedule Contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offerors. Contractor team arrangements are permitted with Federal Supply Schedule contractors, in accordance with Federal Acquisition Regulation, FAR part 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

**Signatures:**

**Department of Homeland Security:**

**Madan M. Kar**

**Printed Name**

**Contracting Officer**



**Signature**

7/30/2003

**Date**

**Contractor (Name):**

Abraham

**Printed Name**

President/CEO

**Company Title**



**Signature**

7/30/03

**Date**

## **2. BPA TERMS AND CONDITIONS**

Following are the general requirements applicable to this BPA:

The contract services/products to be ordered under this BPA are described in the attached Statement of Work and orders will be placed according to the ordering procedures described below in paragraph 2.6.

It is the responsibility of the contractor to notify the Contracting Officer (CO) of GSA Schedule price changes affecting line items and services listed in this BPA prior to award of any Call. The discounts shall be in terms of percentage discounts to be applied against the GSA Schedule price for the product or services. If discounts are conditional on a given dollar volume or other condition, this must be stated clearly. These discounts do not preclude the contractor from offering nor the government from asking for further price reductions in accordance with commercial practice, market forces, and volume buying at the time of placing orders against this BPA. The discounts shall remain the same throughout the term of the BPA.

### **2.1 Federal Supply Schedule**

All Calls placed against this BPA are subject to the terms and conditions of the contractor's Federal Supply Schedule (FSS) Contract and the Department of Labor (DOL) Service Contract Act.

### **2.2 Delivery**

Delivery destination and schedule will be specified in each Call.

### **2.3 BPA Volume**

The Government estimates, but does not guarantee, that the volume of purchases through this agreement may reach \$400 million over 60 months.

### **2.4 Funding**

The BPA does not obligate any funds. Incremental funding will be provided through individual Calls.

### **2.5 BPA Expiration**

The BPA expires at the end of the current contractor's GSA Schedule contract period or each subsequent contract period for which GSA extends the Schedule contract. The Government expects that the contractor will provide at least 5 years service under this agreement.

### **2.6 Ordering Procedures**

BPA Calls will be placed via facsimile or hard copy. The Contractor shall submit a proposal when requested by the CO for Calls awarded under this BPA in the format and with the information requested in the BPA Call.

Each Call issued under this BPA will include the following information as applicable:

- (1) BPA number and Call number
- (2) Date of the Call
- (3) Description of the work to be performed
- (4) The work Schedule, period of performance, or required completion date
- (5) Place of delivery or performance
- (6) Deliverables
- (7) CLIN number and description, quantity, unit price and extended total
- (8) Whether the task will be on a Firm Fixed Price (FFP) or Time and Materials (T&M) basis
- (9) The invoicing procedures
- (10) Accounting and appropriation data.

The BPA Call issued will be on a fixed price or on a time and material basis depending on the Statement of Work (SOW) for the Call.

## **2.7 Period of Performance for Orders Awarded Under the BPA**

The period of performance for each Call shall be specified in each Call awarded. The Calls for services will be for a period of one year.

This BPA expires at the end of the current contractor's GSA Schedule contract period or each subsequent contract period for which GSA extends the Schedule contract.

## **2.8 Points of Contact (POCs)**

The point of contact for this BPA is:

Mr. Madan M. Kar  
Department of Homeland Security  
HQPRO  
425 I Street NW, Room 2208  
Washington, DC 20536  
Phone: 202-514-1420  
Fax: 202-616-2414

## **2.9 Invoices**

### **2.9.1 Invoice Submission**

The Contractor shall be required to submit the semi-monthly invoices within 10 working days of the close of the period for which the invoice is being submitted. Submission shall be in accordance with the following:

The original and one copy of the invoice each with a copy of all hard/soft copy documentation to:

Mr. Larry King  
HQ COTR  
Department of Homeland Security (DHS)  
111 Massachusetts Ave., ULLICO Building, 4<sup>th</sup> Floor  
Washington, DC 20001  
Phone: 202-353-2262  
Fax: 202-305-1496

### **2.9.2 Copies**

A copy of the invoice with hard/soft copy of documentation shall be delivered to the HQ COTR at the address in 2.9.1 above.

### **2.9.3 Invoice Documentation**

The Contractor shall submit documented invoices as described herein. A sample invoice document will be provided to the contractor at time of BPA award. The contractor may propose other formats so long as the audit trail and information requirements are met.

### **2.9.4 Other Than Regular Hours Roll-up**

This worksheet is completed whenever a staffed site has incurred any cost other than regular straight-time labor costs. It shall include the Site Name and Period of Performance and accounting data. Plus the following data elements for labor costs for each individual:

- Name
- Labor Category
- Date with hours worked
- Total hours worked

The sheet also includes a total of all hours worked for each date and a grand total. This document is prepared at the individual staffed site.

### **2.9.5 Time Allocation Worksheet (TAW)**

The TAW shall include the following identifying data: Site Name, Period of Performance, and accounting data. The TAW will also contain unbillable time, holidays, overtime worked, grand total, and comments. Totals for the following categories are included on this document: regular hours worked; holiday hours; overtime hours; and a grand total for all categories. The TAW is also prepared at the individual staffed site.

### **2.9.6 Staffed Site Summary**

This document shall include the following identifying data: Site Name (Location Code for the soft copy), invoice period and accounting data. It shall also provide the following data for each labor category for each staffed site: The labor category titles, hours for the category, hourly rate for the category, and the extended cost for the labor category. The same data must be provided

for overtime for each labor category. Overtime or any other non-regular hours labor cost and the grand total for all labor categories must be broken out separately.

#### **2.9.7 Summary of all Staffed Sites**

This document shall include the following identifying data: Site Name and Period of Performance and accounting data. The data required here is the aggregated staff costs by site.

#### **2.9.8 Signed Face Page of the Invoice**

This page shall include the following identifying data: Contractor name, BPA number, Call number, period of performance, date of invoice, and accounting data. This face page shall provide a space for the name, title, and signature of the individual authorized to submit the invoice; a contact name and phone number, a "Verification" line, and "Approved" line.

#### **2.9.9 Billing Other Direct Costs**

Invoices that bill costs identified as ODCs shall provide a copy of the authorization to incur the cost and appropriate receipts documenting the cost. Capital items acquired hereunder become the property of the DHS. The Contractor shall note the sites where it has placed capital items acquired under this Call.

Unless otherwise agreed to, the Contractor shall accompany all deliveries under this BPA with delivery tickets or sales slips that shall contain the following information as a minimum:

- (a) Name of contractor
- (b) BPA number
- (c) Labor category
- (d) Call number
- (e) Contract line item number
- (f) Date of Call
- (g) Quantity, unit price, and extension of each item
- (h) Performance period
- (i) Interim payment period

Invoices shall be submitted on a semi-monthly basis. Travel invoices shall have the following attached:

- COTR Authorization
- Actual charges
- Trip Report

The requirements of a proper invoice are as specified in the Federal Supply Schedule contract.

#### **2.9.10 Invoice Distribution**

The contractor must provide an original proper invoice as stated in the Federal Supply Schedule Contract to the designated COTR as indicated on each BPA Call. The COTR or other personnel delegated authority by the COTR, at the receiving or secure storage location will be responsible

for completing the receiving report, and will forward the original receiving report and endorsed invoice to the CO.

The CO will forward the original invoice and receiving report to Finance for payment. Payment will not be rendered to the contractor until both an original proper invoice and receiving report noting the acceptance of the products/services are submitted to the Finance office as described above.

**COTR:**

Mr. Larry King  
HQ COTR  
Department of Homeland Security (DHS)  
Formerly Immigration and Naturalization Service (INS)  
111 Massachusetts Ave., ULLICO Building, 4<sup>th</sup> Floor  
Washington, DC 20001  
Phone: 202-353-2262  
Fax: 202-305-1496

**Alternate COTR:**

Ms. Dianne Currie  
Alternate HQ COTR  
(same address)  
Phone: 202-616-7856  
Fax: 202-305-1496

**2.9.11 Overtime**

There may be an infrequent requirement for contractor personnel to work overtime to meet workload surges or other mission requirements. Requests for overtime must be approved by the HQ COTR in advance, in writing. Requests will state the location, task, expected duration of the overtime requirement, individual employees affected, dollar amount, and justification for the overtime.

**2.9.12 Rejection and Denial of Costs**

The HQ COTR is authorized to question costs submitted for payment and to certify (but not reject or deny) invoices for payment. The authority to reject or deny performance and associated invoice payment is expressly reserved for the CO.

**2.9.13 Payment to Contractor**

The DHS will make payment to the contractor using the Automatic Clearing House (ACH) Network.

**2.9.14 Receipt of Payment**

After the BPA is awarded, but no later than fourteen (14) calendar days before an invoice or BPA finance request is submitted to the Government, the Contractor shall designate a financial

institution for receipt of electronic funds transfer payments. Said submission shall be done on Standard Form (SF) 3881 (Payment Information Form ACH Vendor Payment System).



**2.9.15 Incentive Award**

The Contractor shall submit a separate invoice for earned incentive awards providing with the invoice a copy of the modification giving notice of the earned incentive award amount.

**2.10 Order of Precedence**

The terms and conditions included in this BPA apply to all orders/calls issued pursuant to it. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the contractor's schedule contract, the terms and conditions of the BPA will take precedence.

**2.11 Security Requirements**

In each BPA Call, the security requirements shall be those in the BPA SOW, paragraph 13, unless otherwise specified. The Contractor will observe all internal building security regulations that apply to any and all buildings concerning this contract.

**2.12 Bonding and Insurance**

The company shall maintain proper insurance and bonds to insure they are licensed and bonded in accordance with state and federal regulations.

**2.12.1 Bonding**

The contractor is liable for all DHS funds and valuables in the custody of contractor employees and must at all times be able to fully account for them. During the BPA performance period, the contractor shall obtain and maintain employee dishonesty bonds covering all contractor employees involved in fee collecting and processing. Such bonds shall secure the contractor for losses caused by dishonesty or negligence on the part of an employee in connection with the handling of bonds, fines, and application fees, etc. Within fifteen (15) days after award, the contractor shall provide proof of bonding in compliance with state and local requirements for each district office. This coverage should extend to all contractor employees.

**2.12.2 Insurance**

The contractor warrants that insurance (currently in force) coverage exists in the following areas and in the amount not less than those specified below:

Type of Insurance	<u>Coverage</u>		
	Per person	Property	Per Accident
Comprehensive	\$100,000	\$50,000	\$500,000
General Liability	\$100,000	\$50,000	\$500,000

Workers Compensation as required by law at the job site.

### **2.12.3 Comprehensive General Liability**

The Comprehensive General Liability policy shall contain a provision worded as follows:

*"The Insurance Company waives all rights of subrogation against the United States of America, which may arise by reason of any payment under the policy".*

### **2.12.4 Evidence of Insurance**

The Contractor shall file with the Contracting Officer within three (3) days after award of the BPA, a certification of insurance evidencing the above coverage. The Contractor shall file with the Contracting Officer within five (5) days after receipt, notice of cancellation of or reduction below the above cited amounts any insurance coverage related to this requirement.

### **2.12.5 Sub-Contractor Insurance**

The Contractor warrants that such insurance coverage for all subcontractors, who will work at the site does or will exist before each subcontractor personnel enter the Government premises.

### **2.13 Indemnification**

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

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

### **2.14 Permits and License**

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

### **2.15 Accident Report Procedures**

In the event of an accident involving Government personnel or property, the Contractor shall submit a report to the Contracting Officer via the on-site and Headquarters COTR in letter form that will include the following:

- (1) Time and date of occurrence
- (2) The place of occurrence
- (3) A list of personnel directly involved

(4) A narrative description of the accident and circumstances

**2.16 BPA Record Retention**

The contractor shall maintain BPA records for at least two years after completion of the BPA.

**2.17 Employment Eligibility**

The contractor must agree that each employee working on this contract shall be a United States (U.S.) Citizen, and shall have a Social Security Card issued and approved by the Social Security Administration. The contractor shall be responsible to the Government for acts and omissions of its employees and for any Subcontractors and their employees.

**2.18 Accessibility by Individuals**

Any equipment provided or proposed by the contractor shall be capable of enhancement to provide handicapped employees with sensory, cognitive, and/or motor impairments accessibility to the equipment. The guidelines for these enhancements are established by the National Institute on Disability and Rehabilitation Research and GSA.

**2.19 Government Furnished Property (GFP)**

The DHS Office of Inspections does not anticipate providing any property to the contractor beyond that stated in the Statement of Work (Attachment 1, Section 9) for the performance of work under the BPA. However, should the Government determine that it would furnish property to the Contractor, the Government will identify the property and provide specific government property reporting and disposition instructions in orders issued under the BPA as applicable. The Government will provide maintenance and repairs on all Government Furnished Property.

In compliance with FAR 45.505-14, by January 31 of each year, DHS contractors shall furnish the contracting officer an annual report of the DHS property for which they are accountable as of the end of the calendar year. (DHS Regulation equivalent to former Department of Justice Acquisition Regulations, JAR part 2845.505-14(a)).

**2.20 Contractor Location**

DHS will require the Contractor to locate personnel at DHS facilities and field offices or at contractor facilities, according to individual BPA calls. Day-to-day supervision and direct control over the work performed by these individuals shall be the sole responsibility of the Contractor. The Contractor shall provide a Project Manager to serve as a single Point-of-Contact (POC) within the Washington, DC, Metropolitan area.

**2.21 Key Personnel**

Key personnel on the BPA are

(b)(4)

(b)(6)

Additional Key Personnel may be required for individual BPA Calls, if the Government designates positions as being essential or "key" to the work performed under that Call. Key personnel shall be available to support the requirements of Calls issued under the BPA and ensure that all work performed meets the requirements set forth in the Call.

### **2.21.1 Substitution or Replacement of Key Personnel**

The personnel specified as key personnel in a given BPA Call are considered essential to the work performed under the BPA. In the event either absences or resignations of any contractor staff, the contractor shall provide fully qualified, experienced and trained alternates to serve as substitutes or replacements for the position. The Contractor shall notify the Contracting Officer no less than 30 calendar days in advance and shall submit justification (including the names and resumes of the proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The proposed substitutions shall possess qualifications equal or superior to those of the key person(s) being replaced. The Contractor shall make no substitutions or replacements without the written consent of the Contracting Officer. During the first 120 days of this BPA, no key personnel substitutions or replacements will be permitted unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by the Key Personnel clause. The list of key personnel set forth in this clause may be amended from time to time during the BPA either to add or delete personnel to the Call or BPA itself, as appropriate.

### **2.21.2 Designation of Key Personnel by Call**

The Government reserves the right to identify or require the designation of key personnel in any Call during BPA performance.

### **2.21.3 Employment of Key Personnel**

The PM and APM shall be full-time employees of the prime Contractor at the time of BPA award. The Contractor shall furnish the name, phone number, and resume of the PM and APM and other pertinent information as required by the Government at the time of proposal submission.

### **2.22 Removal of Key and Non-Key Personnel**

The Contractor shall remove any employee from the performance of BPA tasks within 5 business days of receiving written notice to do so from the HQ COTR or Contracting Officer. The removal may be based on such factors as a demonstrated inability to:

- Satisfactorily perform the stated requirements of the Call;
- Work cooperatively and positively with DHS employees or others within the work environment;
- Display proper decorum when dealing with the public, DHS employees, or any other party

The contractor shall immediately remove any Contractor employee whom the HQ COTR or Contracting Officer determines to be a threat to the security or safety of Government records, Government employees, other Contractor employees, or the public.

### **2.23 Standards of Conduct**

In performing task orders issued hereunder, Contractor personnel may be required to interact with high-level Government officials. The Contractor shall ensure that all its personnel conduct their work in a professional and responsible manner. All Contractor personnel working on the

Government's site shall abide by the rules and regulations as outlined in DHS Employee Standards of Conduct (28 CFR part 45).

## **2.24 Rights in Government Furnished Data and Materials**

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

## **2.25 Non-Personal Services**

This is a "Non-personal Services" BPA. The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Should any DHS employee other than the COTR ask or direct a Contract employee to deviate from established production requirements, priorities, or performance procedures and requirements, the contractor employee will refer the matter to the contractor PM for resolution. Refer to Section 4 for further information concerning BPA administration.

# **3. LABOR CATEGORIES**

## **3.1 Labor Category Definitions – Key Personnel**

### **3.1.1 Project Manager**

**Duties:** The Project Manager plans, organizes, and controls the overall activities of the BPA at all geographically-dispersed sites (i.e. project management technical work, quality control, scheduling and costs associated with various Calls made against the BPA). The Project Manager is the Contractor's primary interface with the Government Representative and DHS personnel locally and at DHS Headquarters. The Project Manager ensures that all contractor-performed activities at all site locations are operated in conformance with the terms and conditions of the BPA and with the individual Calls issued.

**General Experience:** At least eight (8) years of progressively responsible experience in records or information systems management including financial, administrative, and project management responsibilities. The Project Manager must possess strong verbal and written communication skills.

**Specialized Experience:** At least four (4) years of experience relating directly to the management and oversight of records or information systems operation, including administering contracts, overseeing major project operations, supervising personnel, and interacting with technical and functional personnel at all organizational levels. Specific experience is required in managing a large-scale project involving data entry, mail and

file management/quality control. The Project Manager must have a minimum of two (2) years of Government contract management experience.

**Education:** The Project Manager must have earned an advanced degree (masters level or equivalent) in a field of study directly related to management of contracts, records, finances, businesses or information systems. Related work experience may be substituted for the formal education requirement at a rate of one year of work experience for each year of college credits earned.

### 3.1.2 Assistant Project Manager

**Duties:** The Assistant Project Manager assists the Project Manager in planning, organizing, and controlling the overall activities of the BPA at all geographically-dispersed sites (i.e. project management technical work, quality control, scheduling and costs associated with various Calls made against the BPA). The Assistant Project Manager will have the authority to act on behalf of the Project Manager in the Project Manager's absence or when assigned such duties by the Project Manager.

**General Experience:** The Assistant Project Manager must have at least six (6) years of progressively responsible experience in records or information systems management including financial, administrative, and project management responsibilities. The Assistant Project Manager must possess strong verbal and written communication skills to function in a high level executive environment.

**Specialized Experience:** The Assistant Project Manager must have at least three (3) years of experience relating directly to the management and oversight of records or information systems operations, including administering contracts, overseeing major project operations, supervising personnel, and interacting with technical and functional personnel at all organizational levels. Specific experience is required in managing a large-scale project involving data entry, mail and file management/quality control. Must have a minimum of two (2) years of Government contract management experience.

**Education:** The Assistant Project Manager must have earned an advanced degree (masters level or equivalent) in a field of study directly related to management of contracts, records, finances, businesses or information systems. Related work experience may be substituted for the formal education requirement at a rate of one year of work experience for each year of college credits earned.

## 3.2 Labor Category Definitions – Non-Key Personnel

### 3.2.1 Site Manager

**Duties:** The Site Manager is responsible for the day-to-day Records Operation of the BPA at one of the designated DHS district office sites. Duties include responsibility for and monitoring of the data entry, fee collection/processing, mail and file operations, and quality control processes to insure compliance with the BPA. The Site Manager is responsible for day-to-day planning and for coordination with other BPA supervisors and quality control personnel. Maintains liaison with local DHS management personnel.

**General Experience:** The Site Manager must have at least three (3) years direct records management experience.

**Specialized Experience:** The Site Manager must have at least two (2) years management/supervisory experience in directing a records management program. No substitution of education for specialized experience is permitted.

**Education:** The Site Manager must have a college degree. Professional membership in records or management organizations preferred.

### 3.2.2 Assistant Site Manager

**Duties:** The Assistant Site Manager reports to and assists the Site Manager, and performs the duties of the Site Manager in the absence of the Site Manager. The Assistant Site Manager is responsible, under the direction of the Site Manager, for the day-to-day Records Operation of the BPA at one of the designated DHS district sub offices. Duties include responsibility for and monitoring of the data entry, fee collection/processing, mail and file operations, and quality control processes to insure compliance with the BPA. The Assistant Site Manager performs day-to-day planning and coordinates with the district Site Manager and other BPA supervisors and quality control personnel. The Assistant Site Manager maintains liaison with local DHS management personnel in the designated sub-office.

**General Experience:** The Assistant Site Manager must have at least two (2) years direct records management experience.

**Specialized Experience:** The Assistant Site Manager must have at least one (1) year management/supervisory experience in directing a records program. No substitution of education for specialized experience is permitted.

**Education:** Associates degree required, college degree preferred.

### 3.2.3 Functional Area Supervisor (FAS)

**Duties:** The FAS directs, assists, and supervises staff in performing the applicable support function such as mail operations, file operations, data entry, fee collection/processing, and courier. The FAS performs quality control and ensures timely delivery of all deliverables as they relate to that functional area. The FAS tracks the progress of all functional area activities and reports the status to the contractor Site Manager.

**General Experience:** The FAS must have at least two (2) years direct records management or administrative services experience.

**Specialized Experience:** The FAS must have at least one (1) year supervisory experience on an administrative services contract performing for the Federal Government. Attention to detail, the ability to work in a team environment, and the ability to read and follow instructions explicitly are critical attributes. The FAS must be able to prioritize work for a number of people and possess good oral and written communication skills. No substitution of education for specialized experience is permitted.

**Education:** The FAS must be a high school graduate or equivalent.

### **3.2.4 Quality Control Inspector (QCI)**

**Duties:** The QCI verifies compliance with work standards, paying particular attention to timeliness and accuracy of the work performed; screens problem documents for corrective action; keeps various logs; and uses random sampling to evaluate process efficiency. The QCI is responsible for recognizing data problems that might invalidate samples, investigating complaints and violations, preparing reports of findings and action taken or recommended, and recommending changes in standards, administrative procedures, methods, and standards.

**General Experience:** The QCI must have at least two (2) years experience in quality control activities. He or she must have the ability to identify problems and suggest solutions.

**Specialized experience:** The QCI must have at least one (1) year conducting quality control activities in a records management, information management, or administrative services environment.

**Education:** The QCI must be a high school graduate or equivalent.

### **3.2.5 Regional Manager**

The Regional Manager reports to and assists the Project Manager and Assistant Project Manager in providing management oversight to their respective offices. The Regional Manager is responsible for collecting, analyzing, and submitting various reports from offices within their region. The Regional Manager conducts visits and ensures the assigned offices are staffed and personnel are trained. He or she also maintains liaison with the designated government representative(s).

### **3.2.6 Senior Management Analyst**

The Senior Management Analyst establishes the overall objectives and initiatives of a quality control management department. He or she develops ideas for new products that involve the quality control management department. The Senior Management Analyst provides quality control and management expertise to other departments where needed and assures compliance with approved methods and quality standards.

### **3.2.7 Management Analyst**

The Management Analyst is responsible for organizing highly complex activities for the development, implementation, and maintenance of quality control projects and plans. He or she assures compliance with approved methods and quality standards. The Management Analyst has a familiarity with a variety of the field's concepts, practices, and procedures.

### **3.2.8 Instructor/Trainer**



The Instructor/Trainer develops and presents training materials based on established standard operating procedures for each position and task. The Instructor/Trainer creates and distributes approved training aids and job task aids for each position, and ensures standard operating procedures are followed at all times. The Instructor/Trainer must have strong leadership and communication skills and able to motivate the staff. He or she must have an understanding of adult learning theory and adult training techniques.

### **3.2.9 Driver (Courier)**

The Courier drives light trucks to deliver messages, documents, packages, and mail to various Government agencies and business concerns. He or she may transport office personnel and visitors, and perform miscellaneous errands such as carrying mail to and from the post office and sorting or opening incoming and outgoing mail. The Courier obtains receipts for articles delivered and keeps a log of items received and delivered. The Courier may deliver items to offices and departments within an establishment.

### **3.2.10 Mail Clerk**

Mail clerks sort internal mail and deliver it to the destination, often using carts to carry the mail between offices. Mail clerks also handle external mail, serving as the link between the U.S. Postal Service and individual offices and workers. They sort incoming mail and deliver mail within large office buildings. They also prepare outgoing mail for delivery to the post office. To facilitate delivery of outgoing mail, mail clerks often determine if the mail is to be sent registered, certified, special delivery, or first, second, third, or fourth class, and may group mailings by ZIP code. When necessary, they contact delivery services to send important letters or parcels. Mail clerks operate machines that collate, fold, and insert material to be mailed into envelopes. They also operate machines that affix postage and mailing labels. In addition, mail clerks use computers to keep records of incoming or outgoing items. Mail clerks must be careful and dependable workers. They must be able to do routine work and work well with their hands.

### **3.2.11 File Clerk**

File Clerks, also called "records and information clerks" or "record center clerks", examine incoming material and code it numerically, alphabetically, or by subject matter. They store forms, letters, receipts, or reports in paper form or enter necessary information into other storage devices. File Clerks operate mechanized files that rotate to bring the needed records to them. File Clerks film or scan documents for storage and retrieval. File Clerks ensure that new information is added to the files in a timely manner and may destroy outdated file materials or transfer them to inactive storage. They also check files at regular intervals to make sure that all items are correctly sequenced and placed. Whenever records cannot be located, the File Clerk searches for the missing material. As an organization's need for information changes, File Clerks implement changes to the filing system established by supervisory personnel. When records are requested, File Clerks locate them and give them to the borrower. If necessary, File Clerks make copies of records and distribute them. They keep track of materials removed from the files and ensure that those given out are returned. A growing number of File Clerks are using computerized filing and retrieval systems. To retrieve a document, the clerk enters the document's identification code, obtains the location, and pulls the document. Even when files are stored electronically, backup paper or electronic copies generally are kept. In small offices, File Clerks often have additional responsibilities. These may include data entry, word processing, sorting mail, and operating copying machines.

### **3.2.12 Cashier**

Cashiers receive payment from applicants, in person or in the mail, in the form of currency and acceptable negotiable instruments and credit cards; accept or reject payment; account for rejected transaction; verify the accuracy of the payment; verifies the completeness, readability, and signature of the instrument; prepare receipts; and safeguard and maintain accountability of all funds collected in accordance with DHS and Department of Treasury guidance. They prepare the documentation required to forward funds to the designated repository or to return funds from rejected transactions; deposit funds in the designated repository or armored vehicle; verify proper crediting of accounts to the U.S. Treasury and reconcile errors and disputes in accordance with DHS and U.S. Treasury policies. Cashiers bring discrepancies to the attention of the Government; forward the required documentation to the designated DHS finance office; and maintain a record of the documentation forwarded. They perform all transactions in compliance with generally accepted accounting procedures. They conduct internal audits to validate the funds-tracking process.

### **3.2.13 General Office Worker (GOW)**

GOWs, also called "contract adjudication clerks" (CAC), support BCIS Adjudications functions by providing clerical and administrative support in the production of N-400 (Application for Naturalization) and I-485 (Application to Register Permanent Resident or Adjust Status). They also provide support for the production of other forms and applications used in the adjudication process. They perform all clerical tasks related to Naturalization ceremonies, including the preparation and distribution of naturalization certificates and the retrieval of documentation from applicants. GOWs contact applicants to schedule dates and times of naturalization ceremonies. They file naturalization certificates and notices in the appropriate alien file.

### **3.2.14 Data Entry Clerk**

Data Entry Clerks enter information from DHS source documents into various automated systems using formatted input screens. Source information includes applications, petitions, forms, supplemental documentation, DHS decisions, and other documents. They modify, update, and correct data contained in automated systems. They perform data inquiries and searches on DHS automated systems; generate records and reports from these systems; perform name and Alien number searches. This position requires the application of training, experience and judgement in selecting procedures to be followed in searching for, interpreting, selecting, or coding items to be entered.

## **4. BPA ADMINISTRATION**

### **4.1 Contracting Officer**

The Contracting Officer has overall responsibility for this BPA. The CO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify, or deviate from the BPA terms, conditions, and requirements. The CO may delegate certain responsibilities to his authorized representatives. Only the CO or a designated CO can issue Calls under this BPA in support of INS Records operations. The CO is located at:

Mr. Madan M. Kar  
Department of Homeland Security  
HQPRO  
425 I Street NW, Room 2208  
Washington, DC 20536  
Phone: 202-514-1420  
Fax: 202-616-2414

All written communications with the CO shall make reference to the BPA and, if applicable, the Call number.

#### **4.2 Contracting Officer's Technical Representative (COTR and On-Site COTRs)**

The HQ COTR will coordinate the technical aspects of this BPA and inspect items/services furnished hereunder. However, neither the HQ COTR nor the On-Site COTRs are authorized to change any terms and conditions of the BPA. The COTR will be the first contact point for any questions or difficulties that arise related to the performance of work under this BPA. The HQ COTR is located at:

Department of Homeland Security (DHS)  
Formerly Immigration and Naturalization Service (INS)  
ULLICO Building, 4<sup>th</sup> Floor  
111 Massachusetts Ave.,  
Washington, DC 20001

#### **The Primary On-Site COTRs and Alternate COTRs**

The HQ COTR, alternate COTR, and On-Site COTRs are designated by the CO to assist in the discharge of the CO's responsibilities when the CO is unable to be directly in touch with the BPA work. Only the CO has the authority to: 1) alter the Contractor's obligations under this BPA or 2) modify any of the expressed terms, conditions, specifications, or price of the BPA. If, as a result of technical discussions, it is desirable to alter or change contractual obligations of the parties or the Specification or Work Statement, the Contracting Officer shall issue such changes in writing.

##### **4.2.1 Technical Direction**

Performance of work under this BPA shall be subject to the technical direction of the COTR, alternate COTR, and On-Site COTRs. As used herein, "technical direction" is limited to directions to the Contractor which fill in details or otherwise complete the general description of work set forth herein. Technical Direction cannot alter or add to the scope of the BPA.

##### **4.2.2 On-Site COTRs**

The On-Site COTRs duties cannot be re-delegated or assumed by another INS employee, without the written approval of the CO. The On-Site COTR duties and responsibilities include, but are not limited to the following:

- Keeping a copy of the BPA, Call, Quality Assurance Surveillance Plan (QASP), an inventory of GFP issued to the contractor, and the Contractor's Project Management Plans and becoming familiar with them.
- Understanding the limits of their responsibilities and authority as On-Site COTRs.
- Monitoring the Contractor's performance.
- Accurately maintaining files for documents and correspondence pertaining to the BPA and Calls.
- Documenting significant actions, conversations, etc., as they occur.
- Giving daily production requirements and priorities, task assignments, or instructions to the contractor in writing.
- Ensuring that all Government property is used properly and that satisfactory measures are taken to protect and safeguard the property.
- Informing the Contracting Officer, via the HQ COTR, of unforeseen conditions or any contemplated changes, any labor disputes, problems or violations impacting contractor performance, reassignment of the On-Site COTR or alternate, or any unsatisfactory performance that has been documented in writing.
- Performing random floor checks to validate contractor attendance and random outputs to ensure that contractor personnel are accomplishing their assigned tasks.
- Ensuring the accuracy of all reports submitted by the contractor.
- Reviewing and signing contractor time sheets, highlighting any areas of concern and providing an explanation of the concern.
- Maintaining open lines of communication and daily contact with the contractor to become aware of, and gain an understanding of BPA issues and work schedules.
- Validating and Documenting Proficiency/Training in accordance with Section 4.8 of the SOW, which reads, in part:
  - *The on-site COTR or Alternate COTR will verify quarterly the proficiency of each contract employee (including training for the start up of new sites and changes in key personnel), in accordance with the QASP and DHS policies, regulations, and guidance including site-specific SOPs.*
- Meeting every day with the on-site contractor in charge to review status.
- Responding to special requests and required reports (such as Incentive Fee Scorecard, Semi-Monthly COTR report, in the prescribed formats.)

**Attachment 1. BPA Statement of Work**  
**Attachment 2. BPA Pricing**  
**Attachment 3. Resumes**

RECORDS SERVICES SUPPORT  
 STATEMENT OF WORK  
 BPA No. COW-3-A-0094

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**Attachments:**

- A. Acronyms and Definitions
- B. Required Project Management Plans

## **DHS RECORDS SERVICES SUPPORT STATEMENT OF WORK**

### **1. SCOPE**

Services under this contract include records-management support services provided to two records-management entities under the former Immigration and Naturalization Service (INS):

- The DHS Bureau of Citizenship and Immigrations Services (BCIS) – formerly the INS Immigration Services Division (ISD)
- The DHS Office of Records Management (DHS-ORM) – formerly the INS (ORM)

The support services required under this contract include, but are not limited to, the activities in the following list. Some of these activities apply to both programs; others belong to just one. These activities are described in more detail in the “Requirements” section (Section 4), along with additional, non-routine, tasks:

- Project Management
- Courier services
- Mail operations
- File operations and maintenance
- Data entry services
- Fee-processing
- Database queries, photocopying, and scanning
- Preparation of Naturalization certificates
- Support of Naturalization ceremonies
- Scheduling of applicant interviews and ceremonies
- Training
- Interagency Border Inspection System (IBIS) checks
- Ad hoc records-management services

Safe, accurate, secure, and timely management of the service’s records is critical to these two programs in order for them to achieve their DHS mission. DHS is looking for a contractor who can perform these routine tasks with extraordinary care, demonstrating an active concern for the importance DHS records play in the lives of the immigrants they represent and in maintaining the security of this nation.

On March 1, 2003, the former Immigration and Naturalization Service (INS) transitioned to the Department of Homeland Security (DHS). No disruption to this solicitation process is anticipated. Although some changes are anticipated within the new organization, including name changes of some organizational units and regions, the requirements described in this solicitation will continue to serve the same functions and objectives. Any changes in organizational names or site locations will be noted in BPA Calls.



## **2. BACKGROUND**

Support services to be provided by this BPA are currently being provided to two DHS components: the Bureau of Citizenship and Immigration Services (BCIS) and the DHS Office of Records Management (ORM). These two components are described in the following sections.

### **2.1 DHS Office of Records Management**

The mission of the DHS Office of Records Management (DHS-ORM) is “to develop and implement policies, procedures, technology, and performance objectives to systematically create, maintain, use, and dispose of DHS records in support of internal and external customers.”

To carry out its mission responsibilities, DHS-ORM ensures that the activities of DHS are fully and adequately documented, and that records, including over 40 million active and retired Alien Files (A-Files) are appropriately managed. Among DHS-ORM’s records-management duties, of relevance to this BPA, are the following:

- Ensuring the data integrity of DHS records within its control
- Formulating policy and guidelines to ensure that DHS-wide processing, storing, and handling of DHS records is in compliance with National Archives and Records Administration (NARA) regulations, Federal laws, regulations, and congressional mandates, including the Freedom of Information Act/Privacy Act (FOIA/PA)
- Acting as historian, librarian, and custodian of DHS records and historical memorabilia
- Reviewing and analyzing proposed legislation to determine its impact on the DHS Records Program
- Developing records policy and training for DHS and contractor personnel who maintain and handle DHS records
- Ensuring that contract oversight and quality assurance guidelines are implemented in all DHS offices that use contracted Records Program support services
- Acting as liaison on Records program management and policy with Field Offices, Regional Offices, Headquarters Offices, the National Records Center (NRC), and other Federal agencies regarding records management
- Training DHS and contractor personnel in DHS records-management policy and procedures as they appear in the Records Operations Handbook (ROH) and in the Quality Assurance Surveillance Plan (QASP)
- Processing fees/funds within the prescribed guidelines

## **2.2 Bureau of Citizenship and Immigration Services (BCIS)**

The mission of the DHS Bureau of Citizenship and Immigration Services is “to build and maintain an immigration services system that provides immigration information and benefits in a timely, accurate, consistent, courteous, and professional manner.”

To accomplish its mission, BCIS receives and processes applications and petitions including:

- Family-based applications for permission for close relatives to immigrate, gain permanent residency, work, etc.
- Employment-based applications for permission for current and prospective employees to immigrate or stay in the United States temporarily
- Residence and status applications to adjust status to permanent resident, obtain employment authorization or replace a green card
- Naturalization of persons who wish to become United States citizens
- Special status programs such as Temporary Protected Status, Refugee, and Asylum in instances where the United States offers such status as a form of humanitarian aid to foreign nationals

BCIS services under this BPA are provided from 12 District Offices and 69 Field Offices.

## **2.3 Organizational Scope**

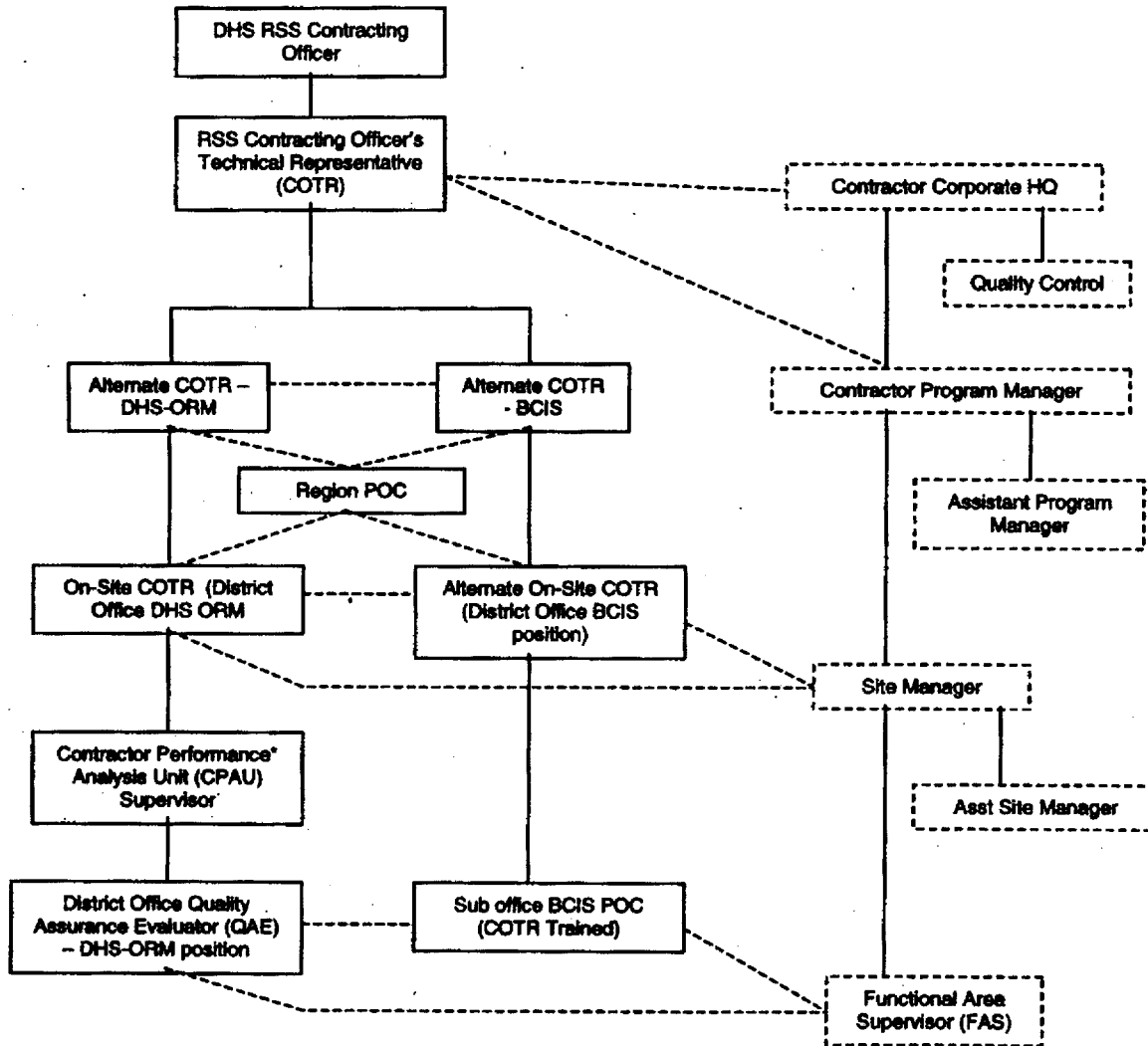
Contractor activities for all the offices supported by this BPA currently come under the supervision of the Headquarters (HQ) Contracting Officer’s Technical Representative (COTR). The HQ COTR will use the Regional Offices to facilitate communication and coordination on contract matters at field offices. The Regional Offices are:





- Eastern Region, Burlington, VT
- Central Region, Dallas, TX
- Western Region, Laguna Niguel, CA

Each field office is represented by a site COTR and/or Alternate COTR for all contract matters at the particular field office. Individual field sites are listed in Section 8, “Place of Performance.”

The chart on the following page shows the present administrative structure of the RSS project.

# RSS Administration



	Government Positions
	Contractor Positions
	Reporting Channels
	Coordination Channels
* CPAU does not exist at all locations	

## **2.4 Future Considerations**

At present, many of the services described in this SOW are common to both DHS-ORM and BCIS, while others are required by only one of the programs. In this SOW, the tasks are described as they are currently being performed. Calls under this BPA will identify which program will require these services.

The new organization, the new chain of command, and the mission focus brought about by the transition to DHS may place additional demands on the field offices for services within the scope of this contract. Other DHS programs may be supported by this change.

The DHS may experience large fluctuations in application and production volumes. BCIS is adding staff and facilities nationwide to support recent increases in workloads. The contractor should expect places of performance to be added, deleted, or changed during the BPA term. Changes to types of DHS offices to be supported may also change; e.g., Ports of Entry (POE) may be added. Business processes may be changed. BPA Calls will update any of these changes in terminology, locations, or processes.

## **2.5 Non-Personal Services**

This is a "Non-personal Services" BPA. The personnel rendering the services are not subject, either by the BPA's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Should any DHS employee other than the COTR ask or direct a Contract employee to deviate from established production requirements, priorities, or performance procedures and requirements, the contractor employee will refer the matter to the contractor PM for resolution.

## **3. GOALS AND OBJECTIVES**

The goals and objectives of this BPA are the following:

- To improve customer satisfaction by responding fully to customer requirements for timeliness and accuracy of support services
- To maintain the security and integrity of A-Files and related documents
- To maintain accurate and complete documentation of internal records-management business processes in order to improve operational effectiveness
- To decrease the existing backlog and avoid future backlogs in areas of performance requirements
- To decrease response time for answering new and pending requests
- To monitor and measure records-management compliance with applicable Government policies, procedures, directives, and established Best Practices
- To maintain a properly trained and skilled records-management contractor staff
- To be innovative in drawing from lessons learned to develop Best Practices

#### **4. REQUIREMENTS**

The tasks described below include current tasks required by DHS-ORM and BCIS, as well as additional potential records-management support services that may be required in the near future. The tasks are described in general terms to delineate the scope of the BPA. Specific tasks may be further defined in individual BPA Calls, but the scope will not change. BPA Calls may include any of the following tasks:

- Project Management (Task 4.1)
- Courier Services (Task 4.2)
- Mail Operations (Task 4.3)
- File Operations and Maintenance (Task 4.4)
- Data Systems Activities (Task 4.5)
- Fee Processing (Task 4.6)
- Support for Adjudications (Task 4.7)
- Naturalization Ceremony Support (Task 4.7.1)
- Applicant Scheduling (Task 4.7.2)
- Training (Task 4.8)
- Interagency Border Inspection System (IBIS) Checks (4.9)
- Ad Hoc Records-Management and Adjudications Support (Task 4.10)

All the requirements in Section 4 shall be performed in accordance with the standards, schedules, deadlines, and other regulations and guidance provided in Section 5. This guidance includes the Records Operations Handbook (ROH) and the Quality Assurance Surveillance Plan (QASP), which are referenced in the requirements section. (See Section 5 for availability of these documents.)

##### **4.1 Project Management**

The Contractor shall provide a project management team, including a Program Manager (PM) and Assistant Program Manager (APM), stationed within the Washington, DC, Metropolitan Area, who shall serve as a single POC for the DHS COTR on all matters relating to this BPA. The Contractor's project management team shall be structured so that no one on the Contractor's staff shall accept any tasking from Government personnel without the knowledge of the PM and the concurrence of the DHS HQ COTR. All taskings from on-site COTRs or Alternate COTRs shall be put in writing and appropriately documented in the Project Management Plan.

Because of the geographical dispersion of the RSS sites, the contractor's PM and/or other contractor manager designated by the PM, shall visit each site at least once per quarter to conduct management oversight and maintain supervisory and personnel contact with contractor staff. Before making a site visit, the contractor's Program Manager shall submit a Visitor Authorization Request (VAR). Such visits will be authorized in advance

by DHS BCIS and DHS ORM HQ. If the contractor encounters any difficult or delay in gaining access to a site, the contractor PM shall immediately inform the HQ COTR.

#### **4.1.1 Project Management Plan (PMP)**

The contractor shall manage all tasks under this BPA in accordance with its Project Management Plan (PMP), as approved by the DHS HQ COTR. The PMP shall contain, at a minimum, the following sections:

- Project Organization and Communications Plan
- Security Plan
- Quality Control Plan
- Quality Improvement Plan (QIP)
- Emergency Plan
- Reporting, Notices, and Invoices Plan
- Transition Plan
- Personnel Plan
- Training Plan
- Daily Operations Plan
- Backlog Avoidance/Reduction Plan
- Incentive Distribution Plan

The contractor shall explain how it will balance resources to fully support DHS requirements when there is an unusual workload surge.

Each of these PMP sections is described in detail in Attachment C. Additional sections of the PMP may be required as circumstances and mission requirements change.

#### **4.1.2 PMP Maintenance**

The contractor shall continuously maintain and update the DHS-approved PMP to assure that it reflects all changes made in the following:

- New BPA Calls that may change organization or procedures
- Changes in any documents that govern records-management procedures (see "Applicable Documents," Section 5)
- Site-based directives that are within scope of the BPA
- New technical direction issued within the scope of the authority of the DHS HQ COTR and on-site COTR or Alternate COTR
- Contractor's internal organizational structure whenever that may affect communications with DHS COTRs
- Modifications that add, delete, or change locations or types of DHS offices supported

Either of the following actions may initiate a PMP update:

- a) The contractor notifies the HQ COTR of the circumstance requiring a PMP update
- b) The HQ COTR notifies the contractor of the circumstance requiring a PMP update

When a change to the PMP is required, the contractor shall prepare dated change pages detailing the change, for approval by the DHS HQ COTR. Change pages shall be submitted not later than 10 business days following direction of the HQ COTR. If the contractor initiates the change, the contractor shall obtain verbal approval of the HQ COTR to formally submit a change page. Submission of each change page shall be accompanied by a brief summary of the background and circumstances leading to the change described. At the HQ COTR's discretion, changes in procedure may be implemented prior to formal approval of the change page, but the change shall not be considered permanent until formal approval is obtained.

#### **4.1.3 Identification of Workload Problems**

The Contractor shall be responsible for identifying backlogs, special workload factors, and deficient performance; and for implementing corrective action. Where such actions risk temporary reduction in the Contractor's ability to meet minimum acceptable performance criteria, require deviation from accepted practice, or require additional Government resources, the Contractor shall request and obtain written Government approval from the HQ COTR prior to initiating these actions.

#### **4.2 Courier Services**

The contractor shall schedule, track, and manage local transfer of mail, packages, and files between and among operating units, including, but not limited to, the following:

- DHS offices
- Other Government offices
- United States Post Offices
- DHS Naturalization Ceremony sites
- Federal Express (FedEx)
- Other commercial delivery services

The contractor shall perform non-scheduled, expedited deliveries or pick-ups during local established work hours. Additional courier services, within this general scope, may be required in specific BPA Calls. All courier services shall be insured and bonded.

#### **4.2.1 Delivery of Funds**

When tasked to deliver funds, the contractor shall provide for deposit of those funds within the scheduled operating hours of the designated financial institution and in accordance with the ROH and QASP. The contractor shall provide for the processing, verification, control, safeguard, transportation, maintenance, and accountability of all fees

and monies collected, in accordance with the principles and standards of the Federal Accounting Standards Advisory Board (FASAB) and with U.S. Treasury guidelines.

#### **4.2.2 Courier Delivery Vehicles**

The contractor shall provide the following vehicle services for courier and mail operations:

- The contractor shall supply vehicles to meet all size and security requirements of typical DHS deliveries.
- Vehicles shall be properly maintained to ensure that no deliveries are missed due to vehicle inoperability.
- If a contractor vehicle is out of operation for any reason -- an accident, break down, traffic violation or any other reason -- the contractor shall provide a replacement vehicle within three hours from the time the vehicle is deemed inoperable, with the approval of the HQ COTR.
- The contractor shall provide vehicle insurance, including liability coverage sufficient to ensure that the Government incurs no liability due to contractor's negligence in the operation of its vehicles. The Contractor shall provide a certificate of insurance to the HQ COTR.
- The contractor shall certify that all contractor-furnished vehicles and vehicle operators comply with all local, state, and Federal regulations including, but not limited to, safety, licensing, liability, and environmental concerns. Problems encountered by failure to comply with these regulations shall not excuse failure to perform any of the services required under this contract.
- The contractor shall certify that all vehicles used in performance of this BPA have been inspected by the State in which the vehicle is registered. A current certificate of inspection shall be furnished to the HQ COTR and to the local COTR or Alternate COTR.
- The Government will accept no responsibility for additional operating expenses due to vehicle failures or to problems incurred (e.g., traffic accidents or violations) in the course of contractor operation of vehicles.
- The contractor shall maintain a list of all authorized licensed drivers, with copies of the drivers' current licenses. This list and copies of licenses shall be updated no later than 24 hours after a change occurs. A copy shall be furnished to the local COTR or Alternate COTR.
- The contractor shall provide parking spaces for vehicles during non-operational hours.

#### **4.2.3 Other Courier Equipment**

The contractor shall provide all equipment required to assure effective and timely courier services. Equipment shall include, but not be limited to, the following:

- Hand trucks and other package-handling equipment



- Communications equipment, including cellular telephones
- Street Maps of all areas serviced by the site

#### **4.3 Mail Operations**

The contractor shall receive, track, and distribute incoming mail and packages. The term "mail" includes all documents, files, correspondence, and parcels, whether transported by U.S. Mail, commercial carriers, or courier services. Mail does not include equipment and capital goods delivered to the site, regardless of carrier.

##### **4.3.1 Mail-In Operations**

Mail-In Operations includes the activities described in the following sub-sections:

###### **4.3.1.1 Mail-In Receipt and Tracking**

The contractor shall pick up and deliver mail to operating units within the District Office twice a day, in accordance with the ROH, the QASP, and site-specific SOPS (See Section C.1.3.1.1 of ROH).

Receipt and tracking activities shall include:

- Opening mail. (All contractor personnel in the room where mail is opened shall have a Defense Security Service (DSS) security clearance.)
- Date/Time-stamping mail.
- Validating contents of each piece of mail.
- Handling undeliverable mail, according to DHS and local procedures.
- Maintaining a log (using existing DHS tracking systems) of incoming mail (whether by U.S. Postal Service, Commercial Carriers, or Courier services) containing all information necessary to effectively trace the progress of an individual item or, if necessary, to conduct an effective search for missing items. The log shall also contain information necessary to generate reports, at any time, on the timeliness of daily deliveries and on any missing or undelivered items. The log shall be maintained so as to record all receipt and delivery activities within the last 24 hours. Any misdirected and re-distributed mail shall be recorded in the log for purposes of gathering statistics.

###### **4.3.1.2 Mail-In Distribution**

In order to expedite delivery, the contractor shall presort mail, based on urgency, sensitivity, special classification, and additional processing required, as defined by the DHS ROH and local policies. The contractor shall deliver mail to the correct operational units in accordance with the schedules defined in the ROH. All completed deliveries shall be entered into the tracking log.

#### **4.3.1.3 Mail-In Special Handling**

The contractor shall use the procedures in the ROH to process Certified/Registered, Expedited, Return Receipt, and classified incoming mail.

#### **4.3.1.4 Mail-In Local Policies**

Different sites may have unique procedures for the handling of incoming mail. The "Daily Operations" section of the PMP shall describe all unique local requirements.

#### **4.3.2 Mail-Out Operations**

The contractor shall provide for the timely and accurate collection, preparation, and delivery of outbound mail within the facility. The contractor shall assure the timely pick-up of all outgoing mail and provide effective tracing, expediting, and follow-up of any problem shipments.

##### **4.3.2.1 Mail-Out Collection and Packaging**

The contractor shall collect and prepare for delivery all outbound mail within the facility, and shall provide additional shipper documentation, in accordance with the provisions of the ROH. The contractor shall package all mail for safe transport in accordance with postal regulations, shipper requirements, and DHS guidance, as documented in the ROH and the QASP. The contractor shall package all mail in containers that will not tear or burst during handling and processing.

##### **4.3.2.2 Mail-Out Mailing and Shipping**

Each piece of mail, except those requiring special handling, shall be delivered to the U.S. Postal Service or other point of shipment in accordance with the ROH and the QASP, and U.S. Postal Service requirements.

##### **4.3.2.3 Mail-Out Tracking and Reporting**

The contractor shall maintain daily control logs to enable tracking capability of all outgoing mail, including special-services mail. The contractor shall submit monthly reports by site on the following:

- Pieces of mail handled
- Percentage processed on time
- Postage and shipping expenses in accordance with local reporting requirements
- Circumstances of any problem shipments, including follow-up of previously-reported problem shipments until problems are resolved
- Number of mailed-out rejected applications with statistical analysis of reasons for rejection

#### **4.3.2.4 Mail-Out Metered Mail**

The contractor shall assure that the daily schedule provides for timely delivery of metered mail to the U.S. Postal Service on the metered date, in accordance with the provisions of the ROH.

#### **4.3.2.5 Mail-Out Special Handling**

The contractor shall provide additional shipper documentation (e.g., UPS electronic tracking/shipping program). The log shall capture all information necessary to enable tracking of special-services mail. All special handling shall be in accordance with the ROH, the QASP, and U.S. Postal Service requirements.

#### **4.3.2.6 Mail-Out Expedited Mailing and Deliveries**

Upon request of the local COTR or Alternate COTR, the contractor shall deliver mail or packages to designated delivery points within 4 hours driving time from the originating site. All expedited mailing shall be in accordance with the ROH, QASP, and U.S. Postal Service Requirements.

#### **4.3.2.7 Mail-Out Rejected Applications**

The contractor shall mail out rejected applications in accordance with local SOP, ROH, and QASP.

#### **4.3.2.8 Mail-Out Local Policies**

Different sites may have unique procedures for the handling of outgoing mail. The "Daily Operations" section of the PMP shall describe all unique local requirements and these shall be maintained according to the procedures outlined in Section 4.1.2, "PMP Maintenance."

### **4.4 File Operations and Maintenance**

The contractor shall assure complete, accurate, and timely file storage, file maintenance, and file transaction processing, in accordance with the ROH and QASP.

#### **4.4.1 File Storage**

The contractor shall provide complete, orderly, traceable, and protective storage of all files and correspondence to be retained at the local site.

##### **4.4.1.1 File Storage Tracking**

The contractor shall be responsible for files entering and leaving storage at all times, and shall be accountable for the following information concerning any file:

- Date and time received at site and DHS source from which it was sent
- Record of distribution and movement within the site
- Current storage location within site
- Date and time file left site and DHS destination

The contractor shall maintain empty A-File jackets for which they are the custodians, in a secured area, and shall maintain, issue, and log all empty A-File jackets.

#### **4.4.1.2 File Storage Security and Integrity**

The contractor shall monitor the accuracy of file maintenance and the integrity of the storage facilities and shall, on a monthly basis, identify and report current or potential deficiencies. If deficiencies are identified, the contractor shall describe and undertake the necessary corrective and preventive actions. The Contractor shall be responsible for adhering to appropriate physical security measures.

#### **4.4.2 File Maintenance**

The contractor shall perform file-maintenance activities, including, but not limited to, the following:

- 1) Perform file updates, consolidation, mergers, replacements, and retirements necessary to assure that files under the contractor's control are accurate, current, and complete
- 2) Identify, document, and correct discrepant files, including, but not limited to, incomplete files, damaged files, duplicate files in accordance with ROH and local procedures
- 3) Identify and document equipment failures, equipment and supply needs and recommendations, and other equipment and supply issues which impede or prevent efficient file-maintenance operations
- 4) File "interfile" material in the correct A-File folder in Record of Proceeding (ROP) order or forward to the applicable File Control Office (FCO) where the FCO will take the appropriate action (e.g., forward to operating unit) and perform maintenance and rehabilitation of files in disrepair.
- 5) Destroy documents in accordance with Government-approved Federal records-control schedules. No document shall be destroyed without the express approval of the HQ COTR, on-site COTR, or Alternate COTR.
- 6) Reproduce files as directed by the on-site COTR or HQ COTR
- 7) Perform continuous audits and error report reconciliation for all files within the site in accordance with DHS and local directives and policies
- 8) Assure that operating manuals for DHS automated systems used at each site are available to employees and are kept updated, in order to maintain and verify the integrity of file location information in DHS automated systems
- 9) Locate, associate, reconcile, prepare for processing, and distribute forms, files, and records which are not yet part of an A-File
- 10) In accordance with the standards of the ROH and QASP, provide timely response to special inquiries, file extraction, conformance audits, and data-file reconciliation efforts, such as discrepancies between the Central Index System

(CIS), the Receipt and Alien-File Accountability and Control System (RAFACS), the National File Tracking System (NFTS), and any other system introduced by the DHS.

- 11) Perform special searches for lost files
- 12) Pull files for internal and external requests received via fax, phone, pull tickets, and walk-in applicants, and charge to responsible requesting party
- 13) File Transfer Confirmations (FTCs)
- 14) File Transfer Privilege Requests (FTPs)
- 15) File Transfer Indications (FTIs)
- 16) File Transfer Maintenance (FTMs)
- 17) File Transfer Requests (FTRs)
- 18) File Transfer Forwards (FTFs)

#### **4.4.3 File Transactions**

The contractor shall provide an efficient, timely, accurate, traceable, transfer of files and records from the Contractor's control to a duly authorized requester/recipient. The Contractor shall provide for the controlled receipt of incoming or returned records and files. The Contractor shall implement the appropriate file maintenance activity to resolve file transfer discrepancies and preserve the integrity and traceability of files within the office.

#### **4.4.4 File and Pending Application/Petition Inventory Requirements**

The contractor shall ensure the accuracy of maintained data, including file and pending application and petition information. This effort supports management, case completion, and financial information requirements. In accordance with the ROH and QASP, and consistent with site-specific guidance, the contractor shall

- 1) Place appropriate barcode labels on file folders, "batch sheets," and other materials
- 2) Participate in periodic partial and complete inventories of files and pending applications and petitions, using barcode scanner equipment
- 3) Participate in resolution of identified inventory data discrepancies
- 4) Participate in validation of inventory, records, and case management system data

These are file handling and maintenance responsibilities undertaken with Government oversight and do not involve adjudicative or case decisions.

#### **4.5 Data Systems Activities**

The contractor shall provide support to various records-related data systems, as described in the following sub-sections.

#### **4.5.1 Data Entry**

The contractor shall enter information from DHS records into various DHS automated systems using formatted input screens. Information to be entered shall include, but not be limited to:

- Applications
- Petitions
- Forms
- Supplemental documentation
- DHS decisions
- Other documentation

The contractor shall create records for new A-Files and other records, using information contained in documentation submitted to, or provided by, the DHS, in compliance with DHS regulations and policies. The contractor shall modify, update, and correct data contained in automated systems with information contained in supplemental documents, forms, and other documentation submitted to, or provided by, the DHS. The contractor shall correct data in DHS automated systems upon notification by the DHS, or upon identification through contractor quality-control/assurance procedures, in accordance with the standards of the ROH and QASP.

#### **4.5.2 Data Inquiries**

The contractor shall perform data inquiries and searches on DHS automated systems upon duly authorized request.

#### **4.5.3 Data Transactions**

The contractor shall perform other transactions and generate appropriate records in accordance with procedures outlined in the ROH and QASP for the transfer and maintenance of physical records. These transactions shall include, but not be limited to:

- 1) Performing name and Alien number searches
- 2) Receiving A-Files using CIS, RAFACS, NFTS and other automated systems and correctly charging the requesting office
- 3) Performing data-error correction, including address change information in the Reengineered Naturalization Application Casework System (RNACS), A-File number corrections in the RNACS, and RNACS/CIS interface failures
- 4) Conducting searches in the FBI query system
- 5) Conducting Interagency Border Inspection System (IBIS) checks
- 6) Scheduling N-400 and I-485 applicants for interviews and other purposes

#### **4.6 Fee Processing**

The contractor shall process, verify, control, safeguard, and maintain accountability of all fees and money collected from, or returned to, the customer, in accordance with

applicable DHS and Department of Treasury manuals and directives. In accordance with FASAB principles, deposit preparation, physical transfer of funds, and account reconciliation shall be performed by no less than two individuals to ensure separation of duties. All fee processing services shall be insured and bonded. The contractor shall be accountable for all funds in the contractor's possession, from the time of receipt until one of the following conditions:

- Funds are submitted to the bank or armored car service for deposit
- Funds are returned by mail to the applicant or petitioner
- Funds are given to DHS for action

#### **4.6.1 Funds Processing**

In the task of Funds Processing, the contractor shall:

- Ensure accurate and accountable processing and handling of currency and acceptable negotiable instruments delivered to the site
- Accept only U.S. currency or negotiable instruments payable in U.S. currency and/or credit cards
- Generate the applicable fees receipt and/or acknowledgment completely and accurately in accordance with the QASP
- Implement the necessary management controls to assure that personnel assigned to these tasks are fully trained and accountable on a daily basis
- Ensure that any daily balance discrepancies are immediately brought to the Government's attention for risk assessment and resolution
- Ensure that Bond fees are processed in accordance with DHS and local site policy

#### **4.6.2 Funds Verification**

In the process of Funds Verification, the contractor shall:

- Verify, in accordance with the standards of the QASP, all incoming negotiable instruments for completeness, signature, legibility, and characteristics which would jeopardize further processing of that instrument for payment
- Verify, in accordance with the standards of the QASP, that the amount of payment is correct for the service or benefit sought
- Either accept or reject payment in a timely manner and account for rejected transactions, in accordance with the standards of the QASP
- Verify the appropriate processing office before accepting fee or further processing

#### **4.6.3 Funds Tracking**

In the process of Funds Tracking, the contractor shall:

- Ensure tracking capability for all incoming currency and payment instruments, for all outbound deposit or return transactions, voided transactions, and for all transaction problem-resolution activities
- Ensure that all transactions are tracked and are traceable in a current, unambiguous, and auditable manner conforming to general accounting procedures, as documented by the FASAB
- Conduct internal audits to validate the funds-tracking process and to confirm that financial operations conform to standard procedures
- The contractor shall report to the on-site COTR or Alternate COTR any deficiencies identified during audits and shall describe and implement corrective actions

#### **4.6.4 Funds Receipts**

The contractor shall prepare prescribed receipts and acknowledgements of payment. The contractor shall submit receipts for data entry or filing, in accordance with DHS and local-site policy.

#### **4.6.5 Funds Transfer**

In connection with Funds Transfer transactions, the contractor shall:

- Prepare the documentation required to forward funds to the designated repository or to return funds from rejected transactions
- Deposit funds in the appropriate repository, in accordance with the guidance and the standards of the QASP
- Implement the appropriate controls to identify and resolve funds which exceed the 24-hour aging criteria, in accordance with the standards of the QASP – Federal Law requires deposit of funds within 24 hours
- Verify proper crediting of accounts to the U.S. Treasury and reconcile errors and disputes in accordance with DHS and U.S. Treasury policies
- Forward the required documentation to the designated finance office and maintain a record of the documentation forwarded

#### **4.7 Support for Adjudications**

The contractor shall provide clerical support to production of N-400 (*Application for Naturalization*) and I-485 (*Application to Register Permanent Resident or Adjust Status*) completions, and to the production of other forms and applications used in the adjudication process. While the N-400 and I-485 forms will be the predominant forms to be processed, the contractor shall be prepared to process any of the forms listed in



Attachment B, Table B-2 (Department of Homeland Security Forms), if needed, or other forms that may be developed in the course of the performance period.

The contractor shall provide qualified Contract Adjudication Clerks (CACs) to support production of N-400, I-485, and other forms. "Qualified" shall mean cleared by DHS and appropriately trained by the DHS. The contractor shall follow published applicable Naturalization Quality Procedures (NQP) (see Section 5) when processing N-400 applications. All CACs assigned to or used for N-400 production support will first be locally trained on applicable NQP guidance (see Section 4.8, Training). National quality procedures shall be followed to support production and completion of all other applications, including I-485. CACs assigned to, or used for, I-485 production support will be required to attend appropriate local training. The HQ COTR will issue formal notice of any such requirement.

Although no CAC or other contractor employee or official is authorized to officially represent the DHS to any other party, CACs shall display decorum, dress, and behavior comparable to Government personnel performing similar duties.

Daily production priorities pertaining to completions of N-400, I-485, and other forms are established by the on-site COTR or, in the absence of the COTR, the site Alternate COTR. The contractor shall establish procedures to ensure that, should any other DHS employee ask or direct a contractor employee to deviate from established production requirements, priorities, or performance procedures and requirements, the request shall be referred to the on-site COTR or on-site Alternate COTR. The contractor shall ensure that all contractor employees know the names and telephone numbers of designated DHS site-based contract-performance oversight officials and the names and telephone numbers of the contractor's chain of command.

#### **4.7.1 Naturalization Ceremony Support**

In support of DHS administrative and court-conducted naturalization ceremonies, and under the immediate oversight of an DHS official, the contractor shall perform all clerical tasks related to the ceremonies, including the preparation and distribution of naturalization certificates and the retrieval of documentation from applicants.

Upon return from ceremonies, the contractor shall insert naturalization certificate copies and notices into appropriate A-Files. The contractor CACs shall immediately report to the appropriate DHS oversight official, including the local COTR or Alternate COTR, any issue or problem addressed to the CACs by applicants, attendees, or other persons present at the ceremonies.

#### **4.7.2 Applicant Scheduling**

The contractor shall schedule dates and times for applicants to attend their Naturalization ceremonies and other activities, maintaining an existing DHS electronic scheduling tool which allows for rapid search and retrieval of scheduling information and retains a historical record.

#### **4.8 Training**

During the transition phase, the Government will provide initial training to the Key Personnel, regarding the procedures, standards, automated systems, and documents associated with the services required under this contract. The Government will continue to provide guidance and additional instruction to Key Personnel as necessary.

After the transition phase, the contractor Key Personnel shall provide subsequent training to all other contractor personnel assigned to the RSS BPA. Training shall be sufficient to ensure that contractor personnel understand and can explain the procedures outlined in the ROH and the performance standards described in the QASP that apply to their assigned tasks. At all times, the contractor shall ensure that any contractor employee assigned to a BPA Call is fully trained to assume the duties and responsibilities of more than one operational function under the BPA Call. Such cross training must be ongoing to ensure complete coverage at all times for all task assignments.

The on-site COTR or Alternate COTR will verify quarterly the proficiency of each contract employee (including training for the start up of new sites and changes in key personnel), in accordance with the QASP and DHS policies, regulations, and guidance including site-specific SOPs. After the transition phase, the contractor shall be responsible for training, cross training, or retraining of all contract personnel, including any additional or replacement staff, and all associated training costs.

#### **4.9 IBIS Checks**

DHS is in the process of centralizing the majority of this data entry function outside the scope of this SOW. However, the Contractor may be required to perform Interagency Border Inspection System (IBIS) checks until the transition is complete or in those locations or situations where it will not be centralized. IBIS checks are performed in accordance with the BCIS Standard Operations Procedure Manual. The task involves performing a query by entering the applicant or petitioner's name, birth date, and other pertinent information. Immigration applications or petitions are not approved or revalidated until the name of the applicant or beneficiary, or the names of any spouse and children who may derive status through their relationship to that applicant or principle beneficiary, have been checked against IBIS. The Contract employee marks the application or petition "IBIS OK" when no match is obtained, or "IBIS Referral" when a match is obtained.

Only contract employees meeting all of the following requirements may perform IBIS checks:

- 1) Possesses National Agency Credit Inquiry (NACI) clearance (equivalent to former INS T-2 clearance)
- 2) Has successfully completed the mandatory IBIS and NCIC training and certification provided by DHS.

The IBIS procedural guidance is available for review in the CO's office. Further explanation of associated tasks will be detailed in each BPA Call SOW.

#### **4.10 Ad Hoc Records-Management and Adjudications Support**

The requirements listed in this section are not, at present, ongoing activities, but they are within the scope of this contract and may be called for on an "ad hoc" basis, sometimes for a limited duration. The contractor shall be prepared to offer these services and additional personnel as needed if these services are requested in a BPA Call.

Potential additional services include but are not limited to:

- Testing and operating new file capture, tracking, and transmission systems
- Relocating records to new locations, including the acquisition of properly cleared and bonded professional moving services
- Converting information from one storage medium to another (e.g., from paper to microfiche or electronically-stored image)
- Providing personnel for a mobile records operations team. The team shall travel to designated sites and perform file consolidation, rehabilitation, transfer, audit, and retirement activities
- Storing, sorting, and retrieving credit card slips as part of the credit card acceptance pilot
- Providing services related to the relocation of a file-room, including packing and shipping of files, auditing files, security and transfer of files between offices
- Providing records-support services in support of FOIA program initiatives
- Providing additional personnel to handle unanticipated workload surges, such as in emergency reactions to specific immigration events

#### **4.11 Operating Hours and Shifts**

Unless otherwise specified by the HQ COTR, contractor personnel shall work the normal daily hours of the offices to which they are assigned. A local office may require that different shifts be worked. Shifts may include the following:

- Second Shift -- beginning at the conclusion of the normal daily hours
- Swing Shift -- beginning during the normal daily shift but continuing for a normal "duty day" or for a number of hours thereafter)
- Night Shift -- beginning late in the evening and ending at the beginning of normal duty hours
- Split Shift -- in which duty hours are interrupted by a non-duty period
- Partial Shift -- in which the duty period may be terminated early

Currently, no site is working shifts, but any requirements for other than a normal daily shift will be specifically authorized and directed in a formal BPA Call, or in a modification to the basic BPA Call.

The Contractor shall not work overtime hours unless specifically and expressly authorized, in writing or email, by the HQ COTR.

#### **4.12 Legal holidays and Administrative Leave**

The Federal Government observes the following days as holidays:

- 1) New Year's Day
- 2) M. L. King's Birthday
- 3) Presidents Day
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Columbus Day
- 8) Veteran's Day
- 9) Thanksgiving Day
- 10) Christmas

In addition to the days designated as holidays, the Federal Government observes the following days as administrative leave:

- 1) Any other day designated by Federal Statute
- 2) Any other day designated by Executive Order
- 3) Any other day designated by President's Proclamation

Observation of such days by Government personnel shall not be reason for the contractor to request an additional period of performance, or entitlement of compensation except as set forth within this contract. In the event the Contractor's personnel work during the holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost under the terms and conditions of this contract. This provision does not preclude Contracting Officer's advance approval of contractor overtime work if applicable to this contract.

In each instance when administrative leave is granted to Contractor personnel working in the federal work place as a result of inclement weather, potentially hazardous conditions, explosions and other special circumstances, it will be without contract price reduction. When the DHS grants its employees "Liberal Leave" the contractor's employees are expected to work their normal hours. Any time taken off by the contractor's employees is considered leave and, as such, will be charged by the contractor to its fringe or overhead account.

## **5. APPLICABLE DOCUMENTS**

Work performed under this contract shall conform to current applicable Federal and DHS file-maintenance procedures, security regulations, systems protocols, and other procedures and regulations listed in the following documents. Except where otherwise noted, these documents are available on the Compact Disk (CD) accompanying this RFQ.

1. Local SOPs are maintained at individual field offices and will be made available to the Contractor after contract award.
2. National Archives and Records Administration (NARA) regulations. Available at [www.archives.gov](http://www.archives.gov)
3. Freedom of Information Act (FOIA). Included on the enclosed CD.
4. Privacy Act (PA). Available at [www.usdoj.gov/foia/privstat.htm](http://www.usdoj.gov/foia/privstat.htm)
5. National Industrial Security Program Operating Manual (NISPOM). Available at [www.dss.mil/isec/nispom.htm](http://www.dss.mil/isec/nispom.htm)
6. Service Wide Inventory Plan (SWIP) (or latest file and application inventory guidance). Included on the enclosed CD.
7. Records Operations Handbook (ROH). Included on the enclosed CD.
8. Quality Assurance Surveillance Plan (QASP). Included on the enclosed CD.
9. Bureau of Citizenship and Immigration Services Standard Operations Procedure Manual for the Interagency Border Inspection System (IBIS). The "IBIS Manual" contains sensitive procedures for conducting background checks of applicants. A reference copy will be available for review in the Contracting Officer's office.
10. Naturalization Quality Procedures (NQP). The NQP contains procedures used by the Contract Adjudication Clerks to make entries on application worksheets, and procedures for file maintenance and file transfer. However, it also contains sensitive information used by Adjudication Officers. The NQP will not be released at this time but a reference copy is available for review in the Contracting Officer's office.
11. Sample G23 Report. Included on the enclosed CD.
12. DD Form 254, Department of Defense Contract Security Classification Specification. To be furnished upon Contract Award.

## **6. PERFORMANCE STANDARDS AND PERFORMANCE INCENTIVE PLAN**

Work on the BPA Calls may be subject to a performance incentive award. Details of the award will be provided in the BPA Performance Incentive Plan, which will be provided at the time of contract award. As noted in that plan, the performance measures used to evaluate the Contractor's performance are identified in the QASP. Performance incentives will be negotiated on individual BPA calls. Incentives on applicable BPA

Calls will not go into effect until the Contractor has achieved 80% of performance requirements levels or after nine months, whichever occurs first.

The Performance Incentive Plan will provide incentive payments for superior performance of contract activities. Performance may be satisfactory, but still not be eligible for an incentive award. During each incentive evaluation period, the contractor will earn an overall score based on performance factors that may include the following:

- On-Site Management Performance, including management, staffing, daily operations, productivity, training, and communication
- Headquarters Project Management, including overall management, workload management, and timely and accurate delivery of invoices and reports
- The development of Best Practices from lessons learned
- Technical Management of Quality Improvement Plan

A certain level of performance, to be determined during the first nine months of the contract, may be granted an incentive award. The DHS may unilaterally change the plan prior to the beginning of an evaluation period. Changes during an evaluation period may be negotiated.

#### **6.1 Incentive Distribution**

The Performance Incentive Plan will include a requirement that 10% of any incentive payment awarded shall be disposed among contractor employees, and the contractor will be required to provide a periodic report on this incentive disposal. (See Section 12.3.)

#### **6.2 Planning for Performance-Based Contracting**

DHS is moving toward Performance-Based Contracting for most of its requirements. The contractor will be invited to take an active role in working with the Government to define performance standards and performance measures that might be applied to the work performed under this contract. In the meantime, the BPA Performance Incentive Plan is subject to continuous improvement to make performance evaluation a more fair and business-like procedure.

### **7. PERIOD OF PERFORMANCE**

The Period of Performance under this BPA will be for one base year plus four option years. The period of performance for each Call will be specified in each BPA Call awarded.

### **8. PLACE OF PERFORMANCE**

Work on the contract shall be performed on site at designated DHS offices. Additional sites may be added, deleted, or changed in the future, through separate BPA Calls.

### 8.1 DHS-ORM Field Sites

Administrative and records-management support services shall be provided to DHS-ORM at the following 12 District Offices:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Houston, TX
- Los Angeles, CA
- Miami, FL
- New York, NY
- Newark, NJ
- Phoenix, AZ
- San Diego, CA
- San Francisco, CA
- Washington, DC

### 8.2 BCIS Field Sites

Administrative and records-management support services shall be provided to BCIS at the following 69 District and sub-offices:

#### Eastern Region:

- Albany, NY
- Arlington, VA
- Atlanta, GA
- Baltimore, MD
- Boston, MA
- Buffalo, NY
- Charlotte, NC
- Charlotte Amalie, PR
- Cherry Hill, NJ
- Christiansted, PR
- Cincinnati, OH
- Cleveland, OH
- Columbus, OH
- Detroit, MI
- Fort Smith, AR
- Garden City, NY
- Hartford, CT
- Jacksonville, FL
- Louisville, KY
- Memphis, TN
- Miami, FL
- New Orleans, LA
- New York, NY
- Newark, NJ
- Norfolk, VA
- Orlando, FL
- Philadelphia, PA
- Pittsburgh, PA
- Providence, RI
- San Juan, PR
- Tampa, FL
- W. Palm Beach, FL

#### Central Region:

- Albuquerque, NM
- Boise, ID
- Chicago, IL
- Dallas, TX
- Denver, CO
- Des Moines, IA
- El Paso, TX
- Harlingen, TX
- Houston, TX
- Indianapolis, IN
- Kansas City, MO
- Milwaukee, WI
- Oklahoma City, OK
- Omaha, NE
- Salt Lake City, UT
- San Antonio, TX
- St. Louis, MO
- St. Paul, MN

#### Western Region:

- Bell Flower, CA
- Chula Vista, CA
- El Monte, CA
- Fresno, CA
- Laguna Niguel, CA
- Las Vegas, NV
- Los Angeles, CA
- Phoenix, AZ
- Portland, OR
- Reno, NV
- Sacramento, CA
- San Bernardino, CA
- San Diego, CA
- San Francisco, CA
- San Jose, CA
- Santa Ana, CA
- Seattle, WA
- Spokane, WA
- Tucson, AZ

### 9. TRAVEL

The contractor will be required to travel to manage and oversee personnel at field locations, and to balance the workforce to meet workload surges.

### **9.1 COTR Approval for Travel**

The Contractor shall obtain written approval from the HQ COTR prior to performing any authorized travel under a BPA Call. Contractor travel approved in advance by the HQ COTR will be reimbursed in accordance with FAR 31.205-46, Travel Costs, the Federal Travel Regulations prescribed by the General Services Administration, for travel in the contiguous 48 United States.

### **9.2 Overtime While on Travel**

The Contractor shall obtain written approval from the Contracting Officer or HQ COTR prior to performing any employee overtime while on travel.

## **10. GOVERNMENT FURNISHED PROPERTY (GFP)**

For all contractor employees billable on-site and included under the Pricing Schedule labor categories, DHS will provide work space with desks and other office furniture. The Government will also furnish computer resources, DHS stationary, telephones, computer terminals, custodial services and equipment maintenance, access to mail processing and document reproduction equipment, and security containers for fees and sensitive material.

In addition, the Government will provide all essential office supplies necessary for production-related work to meet the requirements of the contract. These supplies will include, but not be limited to: pens, pencils, paper clips, staplers, memo pads, reproduction paper, electronic calculators, staple removers, rulers, binders, and scissors, etc.

The Government will provide a separate, enclosed office for the contractor's Site Manager, when possible.

### **10.1 Requests for Additional or Replacement GFP**

The contractor's Site Manager shall submit written requests for additional or replacement GFP required in the performance of this contract to the designated on-site COTR or alternate COTR.

### **10.2 GFP Inspection and Inventory**

Prior to the start date and end date of any BPA Call issued hereunder, the on-site COTR will conduct an inspection and inventory of the Government facilities and equipment to document the condition and state of repair of the facilities and equipment to be operated or used by the contractor. Based on this inspection, the on-site COTR will prepare a condition report and will provide copy of this report to the contractor and to the HQ COTR. If the contractor concurs with the report, the contractor shall sign to acknowledge receipt and acceptance of the condition report.



### **10.3 Federal Information Technology (IT) Resources**

The Government will provide the contractor with Federal information technology (IT) resources necessary to perform work at the DHS sites. These resources include, but are not limited to, office automation equipment and manual and electronic cash registers. In addition, the contractor will be allowed access (with appropriate security level access) to applications and automated systems. Automated IT systems to which the contractor will have access, as needed, will include, but not be limited to, the following.

- Central Index System (CIS)
- Computer-Linked Application Information Management System (CLAIMS) 4
- Interagency Border Inspection System (IBIS)
- National File Tracking System (NFTS)
- Reengineered Naturalization Application Casework System (RNACS)
- Receipt and Alien-File Accountability and Control System (RAFACS)

The contractor shall receive initial training in all DHS-proprietary systems, as described in Section 4.8, "Training." Contractor personnel shall not load any programs or applications on Government-owned equipment without explicit approval, in writing, from the HQ COTR or on-site COTR

### **10.4 GFP Liability**

During the performance of BPA Calls issued under this BPA, the contractor shall assume liability for all acts or omissions of its employees or agents, or of any employees or agents of its sub-contractors. In this regard, the contractor shall, at no cost to the Government and at the Government's option, replace or compensate the Government for Government-owned or leased property damaged or lost by negligent acts or omissions. The contractor shall be responsible for maintaining work space(s) assigned for the contractor's use in a clean and orderly fashion. Furniture and equipment, as may be assigned to the space(s), shall remain in place and shall not be removed from the assigned areas without the approval of the on-site COTR. Changes in the physical location of furniture and equipment shall be recorded in the site's inventory records.

### **10.5 Access to Government Property**

The COTR/On-Site COTR or designee will make all necessary arrangements for access by Contractor personnel to the work site(s). While on Government property, the Contractor personnel shall comply with all applicable rules and regulations not only as they apply to themselves, but also to other personnel and property at the site.

## **11. REPORT OF THEFT OR ROBBERY OF FUNDS**

The Contractor shall, upon discovery, immediately report, in writing, to the on-site COTR any irregularity involving accountability of fees received by contractor personnel. The report shall at a minimum include:

- (1) The date discovered
- (2) The date reported

- (3) The amount involved
- (4) The name(s) and position title of employee(s) involved
- (5) A description of the irregularity and/or circumstances
- (6) A statement of whether or not prescribed procedures and requirements were being followed
- (7) A recommendation to prevent a recurrence
- (8) A recommendation for restoring and adjusting the accountable employee's account of this BPA.

The Contractor shall provide immediate restitution of shortages for which it is responsible, in accordance with U.S. Treasury guidelines. If immediate restitution is not made, the amount will be withheld from the invoice payment.

## **12. PRIVACY ACT**

The DHS databases, such as the Central Index System (CIS), Receipt/A-File Accountability and Control System (RAFACS) and the Computer Linked Application Information Management System (CLAIMS) and other DHS automated databases, will contain information covered under the Privacy Act. Contractor personnel shall be given access to DHS information on a need-to-know basis. The contractor agrees that each contractor employee, prior to, and as a precondition of employment relating to the subject matter of this BPA, shall be informed by the Contractor of the security requirements stated herein, and that each such employee shall agree, in writing with employee's signature, (a) not to reveal, divulge, or make known any of the DHS information mentioned above; (b) to abide by the rules and regulations outlined in Part 45, Title 28, Code of Federal Regulations, which shall be applicable to all Contractor employees; and (c) to comply with the protection requirements of the Privacy Act of 1974, which shall also be applicable to all contractor employees.

The Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing access to such data.

The Contractor agrees to maintain all facility security standards that limit access to authorized personnel only. Detailed information about the facility and the detailed nature of the works being performed at the facility must not be made public, except when authorized by the Contracting Officer's Technical Representative (COTR).

## **13. SECURITY REQUIREMENTS**

The Department of Homeland Security (DHS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to classified National Security Information (herein known as classified information). Classified information is Government information, which requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the National Industrial

Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government Facility, it will abide by the requirements set by the agency.

### **13.1 Suitability Determination**

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

### **13.2 Background Investigations**

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

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. DD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. Form 555, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Form G-736 – "Pre-Employment Suitability Check" (2 years employment verification)

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

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

The contractor shall conduct and provide the results of the pre-screening employment activity along with a current credit check.

Required forms will be provided by DHS at the time of award of the contract. The Security Office will accept only complete packages. Specific instructions on submission of packages will be provided upon award of the contract.

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

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

### **13.3 Continued Eligibility**

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

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

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the

standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

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

#### **13.4 Employment Eligibility**

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

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

#### **13.5 Security Management**

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

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

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

### **13.6 TAIS Clearance**

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

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

### **13.7 Sensitive Government Information Security Standards**

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

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

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

### **13.8 Classification Guidance**

Generation or production of classified information is not required for performance of this contract. Contractor personnel occupying selected labor categories (Project Manager, Assistant Project Manager, site manager, assistant site manager, mail clerk, courier, and functional area supervisor) are required to possess a Secret personal security clearance issued by DSS, due to potential access to classified information. Any classification guidance will be provided by the DHS, or available in the DOD NISPOM Operating Manual (See Applicable Documents, Section 5). DHS Security Office will assist in the inspection of contractor performance along with the Defense Security Service. The

contractor is required to possess at least a Secret Facility Clearance granted by DSS prior to performance on the contract.

### **13.9 Handling of Confidential, Sensitive Data and Security of Material**

The contractor will be directly involved in handling sensitive and highly personal information. The dissemination of the information is strictly limited by various Federal statutes including the Privacy Act. Therefore, to protect the interests of affected individuals with respect to such information and data, the Contractor agrees to the following:

- Not to disclose any such information to others (i.e., TV/News, Media, Other Federal Agencies, State or Local Governments, Private Sector Companies, Universities, Colleges, non-profit organizations, or individuals) including other organizational elements of the contractor's company not directly involved in the performance of this BPA, without the written consent from the Contracting Officer or his/her designee.
- To abide by the conditions of restrictive legends contained on any such data.
- To require contractor employees to sign a statement of nondisclosure which shall be maintained in the Contractor's employee files.
- The request for data may be in various forms, such as documents, notes, raw sampling data, computer tapes, photographic prints, reports, or interpretative results derived from analysis, investigative or study effort. Regardless of the form of this data, the contractor agrees that neither it nor any of its employees will disclose confidential or sensitive data or derivations thereof, to third parties except as pursuant to direction of the Contracting Officer.
- The details of any safeguards the Contractor may design or develop under this BPA are the property of the Government and shall not be published or disclosed in any manner without the Contracting Officer's express written consent.
- The details of any safeguards that may be revealed to the Contractor by the Government in the course of performance under this BPA shall not be published or disclosed in any manner without the Contracting Officer's express written consent.
- The Government shall be afforded full, free and uninhibited access to all facilities, storage areas, employee work stations, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficiency and efficiency of safeguards against threats and hazards to data security, integrity and confidentiality.
- If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party, in writing. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguard with final

determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

- Duplication or disclosure of the data provided by the Department of Homeland Security, to which the Contractor will have access as a result of this BPA, is prohibited. It is understood that, throughout performance of the BPA, the Contractor will have access to confidential data, which is the sole property of the Department of Homeland Security. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout the period of BPA performance, when title thereto vests in the Department of Homeland Security. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested.

#### **13.10 Other Security Considerations.**

All visits by personnel (whether Government or private sector), whose regular employment is not associated with the activities of the facility, and whose purpose or intent is to tour or gain knowledge of the operations, but whose purpose is not considered as routine, remedial, or necessary for maintenance to the equipment, are to be coordinated and approved by the COTR three days in advance of such visit.

The Contractor is required to take all reasonable steps to assure that potential employees are capable of meeting security requirements. In this regard, the Contractor is required to utilize a security professional (in house or contracted) to evaluate all applications prior to submission to DHS for processing. The Contractor should anticipate that it will take approximately 60 days to fully clear a potential employee, providing there are no problems with the applications.

#### **14. POST-AWARD KICK-OFF MEETING**

Five days following Contract Award, the contractor shall schedule and attend a Kick-Off meeting with Government representatives from the DHS or DHS Office of Procurement and program managers from the organizations receiving service from the contract. Contractor attendance shall include, but not be limited to a representative of the contractor's executive management, the contractor's Program Manager, and Key Personnel on the contract. At that meeting, the contractor shall brief the DHS on the structure of the project management, including Key Personnel, and on the details and timetable of transition activities for the duration of the transition.



**15. MILESTONES AND DELIVERABLES**

**15.1 Schedule of Milestones and Deliverables**

The following table lists the most significant deliverables of this contract. Additional deliverables may be required by individual BPA Calls. In this table, "CA" means "Call Award."

<b>Deliverable</b>	<b>Due</b>
<b>Kick-Off Meeting and Presentation</b>	<b>CA + 5 business days</b>
<b>Project Management Plan (PMP)</b>	
<b>Project Organization and Communications Plan</b>	<b>CA +10 business days</b>
<b>Security Plan</b>	<b>CA +10 business days</b>
<b>Quality Control Plan</b>	<b>CA + 30 business days</b>
<b>Quality Improvement Plan</b>	<b>CA + 6 calendar months</b>
<b>Emergency Plan</b>	<b>CA + 10 business days</b>
<b>Reporting, Notices, and Invoices Plan</b>	<b>CA + 10 business days</b>
<b>Transition Plan (including milestones)</b>	<b>CA + 10 business days</b>
<b>Personnel Plan</b>	<b>CA + 10 business days</b>
<b>Training Plan</b>	<b>CA + 10 business days</b>
<b>Daily Operations Plan</b>	<b>CA + 10 business days</b>
<b>Backlog Avoidance/Reduction Plan</b>	<b>CA + 10 business days</b>
<b>PMP updates</b>	<b>Change pages submitted NLT 10 business days from COTR direction</b>
<b>Monthly Status Reports: Including Financial Report and G23 Production Reports</b>	<b>15th day of each month</b>
<b>Incentive Distribution Report</b>	<b>Within 12 Calendar days of Incentive Award meeting.</b>

## **15.2 Monthly Status and Financial Report**

A Status Report, covering both technical and financial status, shall be delivered monthly to the HQ COTR and to any additional Government personnel as designated in individual BPA Calls. Deliveries shall be on the 15<sup>th</sup> day of each month, reporting on the preceding month. Status reports shall be delivered in both electronic and hard copy form.

The Technical portion of the Status and Financial Report shall include, at a minimum, the following items:

- Technical Progress and Work Completed
- Statistical analysis of applications, forms, petitions, and mail processed
- Status of deliverables
- G23 Production Report (sample furnished on CD)
- Travel by Contractor Personnel (trip reports required)
- Meetings attended
- Meetings scheduled for next reporting period
- Planned Activities for next reporting period
- Resolved issues
- Unresolved issues, including:
  - ✓ Action plan to resolve issue
  - ✓ Issues requiring Government action or intervention

The Financial portion of the Status and Financial report shall provide labor hour on-site, labor hour management, and other direct charges (ODC) for:

- Current period
- Cumulative by Fiscal Year (FY)
- Estimated hours and dollars for the next invoice period
- Burn rate for current BPA Call(s)
- Percent of funds expended
- Percent of funds remaining

## **15.3 Incentive Distribution Report**

The Performance Incentive Plan will include a requirement that 10% of any Incentive Award will be set aside for contractor employees. After the initial Incentive Award is paid, the contractor shall provide a report to the Incentive Plan board documenting how the Incentive Distribution was achieved. This report shall be due to the DHS HQ COTR within 30 days of receipt of the first Incentive Award, if any, and then quarterly thereafter.