

the temporary storage solution meets the USCIS OCIO requirements including the sizing of the WAN, interface data management, control specifications, architecture, standards, scalability, flexibility, availability, etc.

The Contractor shall also provide the following in regards to the temporary storage data repository:

- Ongoing monitoring of IDDMP execution and performance of data
- Performing routine system backups
- Providing failure recovery activities
- Ensure data integrity
- Providing access to digitized images and data for viewing by onsite Government quality assurance personnel.

4.1.8 Access to Contractor Facility

The contractor shall ensure that access to the BPA or facility is restricted to personnel cleared through the Government's security process. The local Government representative will have sole authority to determine when, and under what conditions, exceptions to the above restriction may be authorized.

4.2 PROJECT MANAGEMENT SUPPORT

The Contractor shall manage this Call in accordance with PMP established for the BPA. The Contractor shall provide centralized administration of this Call in the form of a project management team. The Contractor shall provide an individual to serve as a single Point-of-Contact (POC) for the COTR on all matters relating to this Call. This individual shall direct Contractor performance in a manner consistent with USCIS senior management directives, including compliance with applicable USCIS policy and procedures. This individual shall attend status meetings and assist in preparing status reports and presentations to USCIS senior management. The Contractor's Management Team shall perform continuous process improvement over all aspects of the BPA tasks, e.g., perform analyses of cost, labor, and time estimates for IDDMP (hardware and software) changes.

4.2.1 Project Management Plan (PMP)

The Contractor shall develop a Project Management Plan (PMP), approved by the COTR to manage all tasks. The PMP shall explain how the Contractor will balance resources to fully support DHS requirements if there is an unusual workload surge. The Contractor shall be prepared to submit updates to the PMP when required by an individual Call.

Attachment A.2, *Project Management Plans*, provides detailed language of how the Contractor will address, at a minimum, the following topics:

- Project Organization and Communications Plan
- Security Plan

- Quality Control Plan
- Quality Improvement Plan
- Emergency Plan
- Reporting Notices and Invoices Plan
- Transition Plan
- Personnel Plan
- Training Plan
- Daily Operations Plan
- Backlog Avoidance/Reduction Plan
- Earned Value Management System (EVMS)

4.2.2 PMP Updates

The Government or the Contractor may initiate 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 COTR. Change pages shall be submitted not later than 30 business days following direction of the COTR. The Contractor shall include with each change page a brief summary of the background and circumstances leading to the change described.

4.2.3 EVMS

Earned value management is a tool that allows both Government and Contractor program managers to have visibility into cost, and schedule progress on their BPAs. The PMP shall describe how this concept will be used in this Call as a management tool.

4.3 PHASE IN TRANSITION

A phase-in period of up to 90 calendar days will be provided for the initial Call to staff up personnel and to coordinate with the Government in regards to Government policies and operating procedures. Full BPA performance will commence upon a CO's written notice to proceed after all phase-in requirements have been accomplished, e.g., security clearance, training, etc.

4.3.1 Training in DHS-Specific Procedures, Policies and Systems

Following the Call award, the Government will provide approximately 20 hours of initial training to Contractor's Management personnel on the procedures, standards, automated systems, and documents associated with the required services where applicable. It is the intent of the Government that Contractor assumes the responsibility for this training following the phase-in period. All training shall be in accordance with any applicable DHS standards and guidelines.

Reimbursement may be requested for additional training when the Government mandates such training. The Government will not reimburse the Contractor for training directly related to any skills that an individual should already possess as key competencies of the Contractor's labor categories. It shall be the Contractor's sole responsibility, at the Contractor's own expense, to maintain well-trained and professionally competent staff.

The Government will continue to provide guidance and additional instruction to key personnel as necessary.

The logistics and scheduling of the Government training will be addressed during the IDDMP Kick-Off Meeting.

4.3.2 Contractor Training

After the transition phase, the initially trained Contractor personnel shall provide subsequent training to all other Contractor personnel assigned to the IDDMP. Training shall be sufficient to ensure that Contractor personnel understand and apply the new procedures and the performance standards to their assigned tasks as directed by the Government. At all times, the Contractor shall ensure that any Contractor employee assigned to the IDDMP is fully trained to assume the duties and responsibilities of more than one operational function under the IDDMP.

4.3.3 Identification and Resolution Of Workload Problems

The Contractor shall be responsible for identifying backlogs, special workload factors, deficient performance, and for implementing corrective action. When 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 CO prior to initiating these actions.

4.4 DOCUMENTATION

The Contractor shall keep current and accurate documentation. The Contractor shall provide a centralized, standardized documentation system for control, distribution, filing, and suspense of all IDDMP documents and correspondence.

4.4.1 SDLC Documentation

The Contractor shall update and maintain all applicable documentation in accordance with the most current DHS/USCIS SDLC guidelines. A current version of the USCIS/ICE SDLC is found in Attachment, DHS/USCIS ICE/SDLC v6.0. This version should be used as a reference and is subject to change at time of award. An updated copy of the SDLC will be provided to the Contractor at the Kick-Off Award meeting if necessary.

5. KICK-OFF MEETING

The Contractor shall attend a Kick-Off meeting at USCIS HQ, Washington, D.C., following Call award. The meeting will be conducted at a mutually agreed time. The purpose of the meeting will be to identify primary points of contact, discuss scope, tasks, Government-Furnished Property (GFP), Contractor-Furnished Property (CFP), and ensure an understanding of the technical approach. The Contractor shall submit minutes of the meeting, broken into sections with each section covering applicable field site items. Minutes shall be submitted to the COTR within 5 business days of the meeting.

6. CONTRACTOR FURNISHED PROPERTY (CFP)

The Contractor facility shall include all records storage and processing equipment, shelving and employee workspace with desks and other office furniture in addition to furnish computer resources, stationary, telephones, computer terminals including scanning equipment, custodial services and equipment maintenance, access to mail processing and document reproduction equipment, and security containers for sensitive material. The Contractor shall provide all essential office supplies necessary for production-related work to meet the requirements of the BPA. The Contractor shall furnish workspace and resources for Government employees working in Contractor facilities. The workspace requirement includes providing approximately 800 square feet of space for the Government's onsite BPA administration and quality assurance staff.

6.1 Contractor Furnished Information

The Contractor shall provide the Government with applicable security information for all employees assigned to this Call. The Contractor shall also furnish a supplement to the BPA Project Management Plan (PMP), including supplements to the Quality Control Plan (QCP) and Earned Value Management System (EVMS) requirements, as necessary to reflect management of this Call.

7. SECURITY REQUIREMENTS

These Security requirements are applicable to each Call awarded under this BPA. Any deviation from this BPA Security Requirements section shall be specified in each BPA Call.

7.1 General

The Department of Homeland Security (DHS) has determined that performance of this BPA requires that the Contractor, subContractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified DHS information, and that the Contractor will adhere to the following.

7.2 Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted Access to the facility and/or sensitive but unclassified 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 BPA. No employee of the Contractor shall be allowed unescorted access to a The facility without a favorable EOD decision or suitability determination by the Security Office. BPA employees assigned to the BPA not needing access to sensitive but unclassified DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

7.3 Background Investigations

BPA employees (to include applicants, temporaries, part-time and replacement employees) under the BPA, needing access to sensitive but unclassified information, shall undergo a position sensitivity analysis based on the duties, outlined in the Position Designation Determination (PDD) for Contractor Personnel, each individual will perform on the BPA. 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 BPA or 30 days prior to entry on duty of any employees, whether a replacement, addition, subContractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
3. FD Form 258, "Fingerprint Card" (2 copies)
4. Foreign National Relatives or Associates Statement
5. Form DHS-11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
6. Position Designation Determination for BPA Personnel Form

Required forms will be provided by DHS at the time of award of the BPA. Only complete packages will be accepted by the Security Office. Specific instructions on submission of packages will be provided upon award of the BPA.

Be advised that unless an applicant requiring access to sensitive but unclassified 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 BPA 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 BPA. DHS will not approve LPRs for employment on this BPA 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 BPA, the Contractor agrees to this restriction. In those instances where other non-IT requirements contained in the BPA can be met by using LPRs, those requirements shall be clearly described.

7.4 Continued Eligibility

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

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 but unclassified Government information to which he or she would have access under this BPA.

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

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

7.5 Employment Eligibility

The Contractor must agree that each employee working on this BPA will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any SubContractor(s) and their employees to include financial responsibility for all damage or injury to persons or property resulting from the acts or omissions of the Contractor's employees.

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

7.6 Security Management

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

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this BPA. Should the COTR determine that the Contractor is not complying with the security requirements

of this BPA, the Contractor will be informed in writing by the BPAing Officer of the proper action to be taken in order to effect compliance with such requirements.

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

7.7 Information Technology Security Clearance

When sensitive but unclassified Government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive but unclassified 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 but unclassified information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

7.8 Information Technology Security Training And Oversight

All Contractor employees using Department automated systems or processing Department sensitive but unclassified 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 but unclassified 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)

7.9 Minimum Computer And Telecommunications Security Requirements

7.9.1 General

Due to the sensitive nature of Department information, the Contractor is required to develop and maintain a comprehensive computer and telecommunications security (C&TS) program to address the integrity, confidentiality, and availability of sensitive but unclassified (SBU) information during collection, storage, transmission, and disposal. The Contractor's security program shall adhere to the requirements set forth in the Department's IT Security Program Publications. The Contractor shall establish a working relationship with the Information Systems Security Manager (ISSM).

The Contractor shall conform with the DHS Information Security requirements set forth in DHS 4300 and comply with the DHS implementation of Federal Information System Management Act (FISMA).

7.9.2 C&TS in the Systems Development Life Cycle (SDLC)

C&TS activities in the SDLC are outlined in each current version of the SDLC Manual. The Contractor shall assist the appropriate ISSO with development and completion of all security related activities contained in the SDLC. These activities include development of the following documents:

- *Sensitive System Security Plan (SSSP)*: This is the primary reference that describes system sensitivity, criticality, security controls, policies, and procedures.
- *Contingency Plan (CP)*: This plan describes the steps to be taken to ensure that an automated system or facility can be recovered from service disruptions in the event of emergencies and/or disasters
- *Risk Assessment (RA)*: This document identifies threats and vulnerabilities, assesses the impacts of the threats, evaluates in-place countermeasures, and identifies additional countermeasures necessary to ensure an acceptable level of security
- *Security Test and Evaluation (ST&E)*: This document evaluates each security control and countermeasure to verify operation in the manner intended. Test parameters are established based on results of the RA
- *Certifier's Statement*: The certification phase and statement testifies that the correct and effective implementation security controls are in place.
- *Facility Certification and Accreditation* - Prior to start of digitization

7.9.3 Security Assurances

All statements of work and BPA vehicles shall identify and document the specific security requirements for outsourced services and operations that are required by the Contractor. Outsourced services and operations shall adhere to the Department's security policies. The security requirements shall include how the Department's sensitive but unclassified information is to be handled and protected at the Contractor's site, including any information stored, processed, or transmitted using the Contractor's computer systems, the background investigation and/or clearances required, and the facility security required. At the expiration of the BPA,

statements of work and BPA vehicles shall require the return of all sensitive but unclassified Department information and IT resources provided during the life of the BPA and certification that all Department information has been purged from any Contractor-owned system used to process Department information. Components shall conduct reviews to ensure that the security requirements in the BPA are implemented and enforced.

7.9.4 Data Security

SBU systems must be protected from unauthorized access, modification, and denial of service. The Contractor shall ensure that all aspects of data security requirements (i.e., confidentiality, integrity, and availability) are included in the functional requirements and system design, and ensure that they meet the minimum requirements as set forth in the most currently approved Department publications. These requirements include:

- *Integrity* – The computer systems used for processing SBU must have data integrity controls to ensure that data is not modified (intentionally or unintentionally) or repudiated by either the sender or the receiver of the information. A risk analysis and vulnerability assessment must be performed to determine what type of data integrity controls (e.g., cyclical redundancy checks, message authentication codes, security hash functions, and digital signatures, etc.) must be used.
- *Confidentiality* – Controls must be included to ensure that SBU information collected, stored, and transmitted by the system is protected against compromise. A risk analysis and vulnerability assessment must be performed to determine if threats to the SBU exist. If it exists, data encryption must be used to mitigate such threats.
- *Availability* – Controls must be included to ensure that the system is continuously working and all services are fully available within a timeframe commensurate with the availability needs of the user community and the criticality of the information processed.

8. APPLICABLE DOCUMENTS

1. DOD 5015.2-STD v2.0 “Design Criteria Standard for Electronic Records Management Software Applications” (NARA endorsed)
2. NARA Transferred Requirements for Scanned Images of Textual Records – Image File Format standards, Image Quality Specs
3. DHS IT Security Program Publication DHS MD 4300.Pub
4. DHS/USCIS System Development Lifecycle v6.0
5. USCIS Office of Records Services Record Operations Handbook,
6. *National Archives and Records Administration (NARA) regulations*. Available at <http://www.archives.gov/>
7. *Freedom of Information Act (FOIA). Privacy Act (PA)*. Available at <http://www.usdoj.gov/foia/privstat.htm>

8. *National Industrial Security Program Operating Manual (NISPOM)*. Available at <http://www.dss.mil/isec/nispom.htm>
9. ISO 15489-1, -2, Information and documentation – Records Management
10. OAIS, Open Archival Information System reference model (ISO, CCSDS 650-B-1)
11. ORS SOP References examples, ROH, Project Management Plan

9. DELIVERABLES

9.1 SDLC Documentation

SDLC Documentation deliverables shall include any document required in conjunction with the system development life cycle outlined between the Government and the Contractor's collaboration. Documentation deliverables are due to the Government based on the schedule developed by the Government. Also documents are due within thirty (30) calendar days from document revisions are accepted by the Government.

9.2 Monthly Status Report

The Contractor shall deliver one Monthly Status Report with each section covering applicable items relevant to the IDDMP sites. A Status Report, covering both technical and financial status, shall be delivered monthly to the COTR, CO, and to any additional Government personnel as directed. The Status Report shall consolidate all IDDMP sites. Deliveries shall be on the 15th day of each month, reporting on the preceding month for review, processing, and acceptance. The Contractor shall disseminate the approved Monthly Status Report to applicable sites as directed by the COTR. The Monthly Status Report shall contain the following:

- Management Summary, no longer than two pages in length, summarizing any major problems/issues and any significant progress or events
- Technical Narrative section, no longer than seven pages in length, describing:
 - Technical progress and work completed
 - Staffing Issues affecting work
 - Discussions of any problems/issues and recommendations for correction
 - Performance Tracking/Quality Assurance Report
 - Status of deliverables
 - Travel by Contractor Personnel (trip reports required)
 - Meetings attended
 - Meetings schedules for next reporting period
 - Planned activities for next reporting period
 - Unresolved issues including action plan and issues requiring Government action/intervention.
- Financial Portion shall provide a breakdown of monthly costs, and ODCs for:

- Current period
- Cumulative by FY
- Percent of funds expended
- Percent of funds remaining.

9.3 EVMS Reports

EVMS reports as described in the PMP to provide Government and Contractor managers visibility into technical, cost, and schedule progress on the Call. These reports should be delivered to the COTR on a monthly basis.

9.4 Monthly Status Meeting

At least once a month, the Contractor Manager shall attend a status meeting held by the Government to discuss the status of projects, issues, and problems related to the project. These status meetings may take the form of teleconference calls, NetMeeting via Microsoft Outlook, face-to-face meetings, or any other medium as directed by the Government. Results of these meetings, including any Action Items, shall be documented in the Monthly Status Report.

9.5 Trip Report

Upon completion of travel, when required, the Contractor shall submit a Trip Report including all documentation associated with the travel. Trip Reports shall be submitted with the invoices, and shall include, at a minimum:

- Trip authorization from the COTR where applicable
- Trip itinerary, with documentation
- Receipts for travel (airplanes, trains, private vehicles, etc.), hotels, and all other allowable reimbursable expenses)
- Purpose of trip
- Personnel traveling
- Key POCs at site visited
- Assessment of trip's accomplishments.

9.6 Government Property Report

The Contractor shall prepare an annual report of Government property in its possession and the possession of its subContractors. The report shall be submitted to the BPAing Officer the sixth month after BPA award, no on later than the 15th day of that month each calendar year on DHS Form 0700-05, Contractor Report of Government Property.

9.7 Deliverable Schedule

The Contractor shall submit copies of all deliverables to both the COTR and CO according to the schedule contained in the table below. Approval authority of all deliverables resides with the COTR. All documentation developed by the Contractor shall become the property of the Government and shall not contain proprietary markings.

9.8 Criteria for Acceptance

The Government will have 15 business days to review and provide comments to the Contractor prior to acceptance of all deliverables. The Contractor must then respond within 10 business days after receipt of Government comments. The Contractor shall submit all deliverables in accordance with instructions provided by the Government. All deliverables shall be submitted to the COTR for review and approval in writing. The CO shall receive a cover letter for each deliverable. For presentations and/or briefings, the Contractor shall use Microsoft PowerPoint, Microsoft Word, Microsoft Excel, or other requested medium compatible with the USCIS environment.

10. GOVERNMENT QUALITY ASSURANCE

The Government reserves the right to establish and maintain a quality assurance program in accordance with FAR 52.246-4 "Inspection of Services-Fixed-Price" clause and the provisions contained in the Performance Requirements Summary (PRS).

If any of the services do not conform to BPA requirements, the Government may require the Contractor to perform the services again in conformity with BPA requirements, at no increase in BPA amount.

When the defects in services cannot be corrected by performance, the Government may:

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to BPA requirements; and
- (2) Reduce the BPA price to reflect the reduced value of the services performed.

Table 1 provides a PRS chart that includes key indicators for the Required Services, a Reference to the PWS for the service, the Acceptable Quality Level (AQL), Method of Surveillance, and the Maximum Payment Percent for Meeting the AQL and/or a percent reduction deduct for not meeting the AQL.

Table 1: Performance Requirements Summary Table

S #	Performance Requirements (PMP) Description of Services	Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Penalty for Not Meeting the AQL
1	<p>PROJECT MANAGEMENT</p> <p>Contractor shall manage the Call in accordance with the Program Management Plan (PMP).</p>	PMP	<p>Call is managed in accordance with the PMP 100% of the time.</p> <p>Less than three (3) instances per month of noted violations that can be adequately remedied.</p>	Random	<p>100% for meeting AQL</p> <p>-1% for not meeting AQL</p>
2	<p>QUALITY CONTROL</p> <p>The Contractor personnel shall be trained to perform quality control throughout the digitization process.</p>	Training received within 30 days of reporting to work on this Call.	100% of employees receive training.	Random	<p>100% for meeting AQL</p> <p>-.25% for not meeting AQL</p>
3	<p>REPORTING</p> <p>The Contractor shall provide all reports, documentation, statistics, and information as required in performance of the call.</p>	Section 9 of Call #1	100% Compliance	100% Inspection	<p>100% for meeting AQL</p> <p>-.25% for each identified occurrence</p> <p>AQL not met</p>

I D S #	Performance Work Statement Requirements	Section	Quality Policy	Inspection	Quality Assurance
4	RECORDS SHIPPING, HANDLING AND STORAGE The Contractor shall perform all records shipping, handling and storage tasks as required in performance of this call and in accordance with the applicable NARA standards and ROH procedures.	Section 4 of Call #1	100% Compliance	Random Inspection	100% for meeting AQL. -.25% for each identified occurrence AQL not met
5	TEMPORARY DATA REPOSITORY Staging Server shall be fully functional, regularly maintained, properly backed-up, secure, and accessible by Government QA Staff.	Section 4.1.7 of Call #1	100% Compliance	Random	100% for meeting AQL -1% for each identified occurrence AQL not met
6	SCANNING AND INDEXING DOCUMENTS Scanning of all-inclusive documents within a file. Disassembling and scanning of all documents in the file to include any cover or staffing sheets for viewing. Work performed per ROH. Contractor to ensure that each page is fully rendered, properly aligned and ordered, free of distortions, and named to reflect the correct sequence of the original volume.	Section 4.1.3 of Call #1	2.5% Error rate, with errors to be corrected by Contractor.	Random Sampling based on lot size	100% for meeting AQL -.25% for each identified occurrence AQL not met
7	FACILITY OPERATIONS Ensuring that Contractor facilities are: <ul style="list-style-type: none"> - Efficiently run, - Kept clean on a daily basis, - Office supplies and equipment are maintained at a level and sufficient for normal day to day operations, - Secure. 	Section 4.1.1 of Call #1	100% Compliance	Random	100% for meeting AQL -.25% for each identified occurrence AQL not met

- Deducts applied when re-performance cannot correct problems

11. CALL TERMS AND PROVISIONS

All other terms and conditions of the IDDMP BPA and the Contractor's GSA Schedule remains the same.

11.1 Points of Contact for Call

BPAing Officer
Department of Homeland Security
U.S. Citizenship & Immigration Services
Field Support Center - Burlington
70 Kimball Avenue
South Burlington, VT 05403
Phone: (802) 872-4111
Fax: (802) 951-6455

BPAing Officer's Technical Representative
Department of Homeland Security
U.S. Citizenship & Immigration Services
ATTN: Robert Purvis
111 Massachusetts Ave, NW (Second Floor)
Washington, DC 20529
Phone: (202) 272-8226
Fax: (202) 272-8330
robert.purvis@dhs.gov

11.2 Period Of Performance

Call 1 shall commence on the date of BPAing Officer's Notice to Proceed and continue for a period of one year. Full performance cannot commence until security requirements for Contractor staff have been satisfied. If the Government does not award a follow-on Call for this effort, the Contractor shall provide the appropriate close-out and if applicable, transition documentation, 30 days prior to the last day of the period of performance.

11.3 Place of Performance

This Call shall be performed at the Contractor provided Records Digitization Center.

11.4 Hours of Operation

The Contractor shall schedule staffing to provide support as needed to meet the IDDMP requirements. Hours of operation for onsite support shall include, at the minimum, normal business hours of 8:00 AM to 4:00 PM EST Monday through Friday.

11.5 Travel

The Contractor may be required to travel to support IDDMP on an as required and assignment basis. Travel outside of the primary established facility area is anticipated to support IDDMP

activities authorized under this BPA, e.g., manage and oversee personnel at field locations, balance the workforce to meet workload surges, provide training, and perform installations. The Contractor shall ensure that its Senior Project Manager is located within the primary established facility area to provide support activities authorized under this BPA. Local travel reimbursement under this BPA is not authorized.

11.6 Approval for Travel

The Contractor shall obtain written approval from the Government Project Manager prior to performing any travel under this BPA and trip authorization from the COTR. Contractor travel approved in advance by the Government Project Manager will be reimbursed in accordance with FAR 31.205-46, *Travel Costs*, and the Federal Travel Regulations prescribed by the General Services Administration.

12. CALL QUOTE SUBMISSION REQUIREMENTS

12.1 Office, Imaging and Document Solution

The Technical Quote shall provide a narrative that describes how the Contractor intends to satisfy the management and technical requirements identified in the Call. The PMP to reflect management of this Call shall be provided. A work breakdown to map resources to the Call requirements shall be included. Signed resumes for Key Personnel identified for this Call shall be provided.

12.2 Price Quote

The Contractor shall prepare a Price Quote for this Firm Fixed Price Call that contains a breakout of costs and explanation/justification necessary to allow for a comprehensive evaluation. The Contractor shall identify those labor categories required for accomplishment of Call 1 tasks. The Contractor shall complete a Pricing Schedule, according to the CLIN Structure of the PWS. The basis for Call pricing shall be the discounted labor rates in the IDDMP BPA plus any additional discounts quoted.

12.3 Other Direct Costs

The cost of minor expense materials, incidental items or consumables such as supplies and postage when essential to BPA performance shall be included in the FFP price quote for the Call. The Contractor shall quote any anticipated open market items in excess of \$2,500 with appropriate justification and explanation in the Technical and Price Quotes of the Call. The provisions of FAR 8.402(f) are applicable to the acquisition of open market items acquired for this Call. Open market Items shall be identified on a separate CLIN or SUBCLIN as a non-schedule item.

12.4 Travel Costs

- (1) Contractor planned travel for routine management and oversight of personnel, and for balancing the workforce to meet workload surges to include airfare, lodging and meals shall be addressed in the Technical and Price Quotes of the Call and included in the FFP quoted and must be IAW the Federal Travel Regulation.

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- (2) Unplanned travel at the request of the Government to address emerging and/or emergency requirements related to the IDDMP O&M shall be billed against the travel CLIN established by the Government.

12.5 Pricing Schedule

12.5.1 BPA Line Item (CLIN) 0001

Provide the fully burdened price for providing all Records Management functions related to the Call. Pricing shall be broken down by facility costs, shipping costs, and digitization costs as shown in the subCLINs below.

12.5.1.1 SubCLIN 0001AA

Monthly Price shall include all costs associated with the actual facility and must be the fully burdened costs, including, facility overhead, facility direct and indirect costs, and profit, as appropriate.

12.5.1.2 SubCLIN 0001AB

Monthly Price shall include all costs associated with the actual transport of files to and from the Records Digitization Center. Anticipated requirement is two shipments each month. Shipping costs must be the fully burdened costs, including, shipping, receiving and handling, overhead, direct and indirect costs, and profit, as appropriate.

12.5.1.3 SubCLIN 0001AC

Monthly Price shall include all costs associated with the digitization process including, but not limited to, unpacking, indexing, disassembly of folders, scanning, reassembly of folders, packaging, and related records control functions. Pricing must represent performance in accordance with the ROH. Digitization costs must be the fully burdened costs, including, labor, management overhead, fringe, direct and indirect costs, and profit, as appropriate. Digitization costs will not include facility or shipping related costs.

12.5.2 CLIN 0002

Provide the fully burdened monthly price to cover any phase-in transition costs. Up to Ninety (90) days have been set-aside for the phase-in; however, the full ninety days may not be required. Monthly Firm-Fixed-Price shall include all direct costs associated with the phase-in transition and any ODC for minor expenses.

12.5.3 CLIN 0003

This CLIN provides a basis for invoicing unplanned travel expenses. The Government identifies a not to exceed amount for this purpose. This is a constant that will be added to the quote.

12.5.4 CLIN 0004

This CLIN provides a basis for invoicing unplanned ODC items. The Government identifies a not to exceed amount for this purpose. Request for ODC items in excess of \$2,500 shall be referred to the Government for appropriate processing.

CALL ATTACHMENT A1 ACRONYMS

IDDMP Related Acronyms

ACRONYM	MEANING
A-FILES	Alien Files
AQL	Acceptable Quality Level
BPA	Blanket Purchase Agreement
CCO	Case Control Office
CD	Computer Disk
CFP	Contractor Furnished Property
CIS	Central Index System
CO	BPAing Officer
COTR	BPAing Officer's Technical Representative
DHS	Department of Homeland Security
EVMS	Earned Value Management System
FCO	File Control Office
FFP	Firm Fixed Price
FSF	File Storage Facility
GFP	Government Furnished Property
IDDMP	Integrated Digitization Document Management Program
IT	Information Technology
KPI	Key Performance Indicator
MS	Microsoft
NARA	National Archives and Records Administration
NFTS	National File Tracking System
NISPOM	National Industrial Security Program Operating Manual
NRC	National Records Center
NT	New Technology (Microsoft Windows operating system)
OAIS	Open Archival Information System
OCIO	Office of the Chief Information
OCR	Optical Character Reader
ODC	Other Direct Costs
ORS	Office of Records Services
PA	Privacy Act
PM	Project Manager
PMP	Project Management Plan
POC	Point of Contact
POE	Port of Entry
POP	Period of Performance
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QC	Quality Control
QCP	Quality Control Plan
RFQ	Request For Quote
ROH	Records Operations Handbook

ACRONYM	MEANING
SDLC	System Development Life Cycle
SOP	Standard Operating Procedures
U.S.	United States
USCIS	United States Citizenship and Immigration Services

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES	
						1	2
IMPORTANT: Mark all packages and papers with contract and/or order numbers.							
1. DATE OF ORDER 03/29/2006		2. CONTRACT NO. (If any) HSSCCG-06-A-00011		6. SHIP TO:			
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Indicated on call			
5. ISSUING OFFICE (Address correspondence to) USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403				b. STREET ADDRESS			
				c. CITY		d. STATE	e. ZIP CODE
7. TO:				f. SHIP VIA			
8. NAME OF CONTRACTOR DATATRAC INFORMATION SERVICES INC				g. TYPE OF ORDER			
h. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY	
i. STREET ADDRESS 2140 LAKE PARK BOULEVARD SUITE 113				REFERENCE YOUR:		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
j. CITY RICHARDSON				k. STATE TX	l. ZIP CODE 750802290		
9. ACCOUNTING AND APPROPRIATION DATA Indicated on call				10. REQUISITIONING OFFICE			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED <input checked="" type="checkbox"/> e. WOMEN-OWNED <input type="checkbox"/> f. MINORITIES <input type="checkbox"/> g. EMERGING SMALL BUSINESS						Destination	
13. PLACE OF		14. GOVERNMENT BL. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination			Indicated on call		Indicated on call	
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
	GSA Contract #: GS-25F-0021R Tax ID Number: DUNS Number: 18618307540000 This is a Blanket Purchase Agreement (BPA) between the Department of Homeland Security USCIS Office of Contracting and Datatrak Continued ...						
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(b) TOTAL (Cont. page)	
21. MAIL INVOICE TO:							
a. NAME Indicated on call						\$0.00	
b. STREET ADDRESS (or P.O. Box)						NTE	
c. CITY							
d. STATE						\$0.00	
e. ZIP CODE						17(c) GRAND TOTAL	
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Ned R. Ross TITLE CONTRACTING/ORDERING OFFICER			

(b)(3)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES
2 2

IMPORTANT: *Mark all changes and errors with contract and/or order numbers.*

DATE OF ORDER
03/29/2006

CONTRACT NO.
HSSCCG-06-A-00011

ORDER NO.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Information Services, GSA Schedule GS-25F-0021R for Alien-File (A-File) Digitization and related services</p> <p>All calls placed against this BPA are subject to the Terms and Conditions of this BPA. This BPA does not obligate funds. Funds will be obligated on each individual call. The amendments, and Technical and Pricing proposals submitted in response to the Request for Quotation HSSCCG-05-Q-0020 as clarified are hereby incorporated and attached. In the event of an inconsistency between the provisions of the BPA and an individual call the terms of this BPA will take precedence.</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 49(H))

Signatures:

Department of Homeland Security:

NED R ROSS
Printed Name

Contracting Officer

Ned R Ross
Signature

3/29/06
Date

Contractor (Name): DATATRAC INFORMATION SERVICES, INC.

KATH YEAGER PRESIDENT
Printed Name Company Title

[Signature]
Signature

3/29/06
Date

PERFORMANCE WORK STATEMENT (PWS)
CALL 1 – United States Citizenship and Immigration Services (USCIS),
Office of Records Services (ORS)/
Integrated Digitization Document Management Program (IDDMP)
Alien-File Digitized Enterprise Solution

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TABLES

Performance Requirements Summary Table

DEPARTMENT OF HOMELAND SECURITY (DHS) UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES (USCIS), OFFICE OF RECORDS SERVICES (ORS), INTEGRATED DIGITIZATION DOCUMENT MANAGEMENT PROGRAM (IDDMP) ALIEN-FILE DIGITIZED ENTERPRISE SOLUTION REQUEST FOR QUOTE (RFQ) - CALL 1

1. BACKGROUND

The Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS), Office of Records Services (ORS) has requirements for a Contractor to support USCIS Records Management in providing electronic access to all Alien-File (A-File) data that resides within the different USCIS offices for national security reasons. These files may include but are not limited to alien registration, I-485 forms, certificate files, master index files, flex-o-line files, and historical files. The digitization of files will expand to all file types as the processes and technologies are more fully defined.

To consolidate the digitization initiative, files will need to be physically transported from one location to another, disassembled and prepared for scanning, and stored in a secure format to be accessible by USCIS. Additionally, the contractor shall maintain and operate a local facility for use where the indexing and processing shall be performed in accordance with the requirements identified in this Call.

Over 84 million A-Files are distributed among the National Records Center (NRC), Harrisonburg File Storage Facility (FSF), the five Service Centers, the National Archives and Records Administration (NARA), and File Control Offices (FCOs) and Case Control Offices (CCOs) worldwide. The existing A-files (22 million at the NRC, 15 million at the Service Centers, 20 million at the NARA's Federal Records Centers, 20 million at FSF, and 7 million at the various FCOs and CCOs) are bar-coded and tracked by Alien-number. The average folder may contain individual documents from one to ten pages; however, some folders may contain 100 pages or more. Additionally, some of these documents may include film, tissue or other document medium and as well as being very old and require sensitive handling. When DHS personnel require information from an A-File that is not physically located in their office, they must query the National File Tracking System (NFTS), Receipt and Alien File Accountability and Control System (RAFACS) or the Central Index System (CIS) for the location of the file, and request personnel at that location to physically mail either the A-File or a copy of it.

This project will involve different areas specifically in regards to Records Management. This call will require the Contractor to provide the following services (as specified in Section 4 below):

- 1) Maintain a "contractor owned-contractor operated" facility in accordance with *NARA Facility Standards for Records Storage Facilities* including administrative services, mail operations, shipping and receiving, and Government space for BPA administration and quality assurance;
- 2) Arrange a delivery system for the A-Files to be transferred between the facility and the NRC or other Government facilities (as required);

- 3) Scan and index Government identified paper A-Files and related documents into a digitized format;
- 4) Provide and maintain a temporary file storage solution to include digitized files format approved by the Government that will be accessible to the applicable USCIS customers.

This Call includes the scanning, indexing, optical character reading, format conversion, quality control, management of records and documents, the management of customer case data, and staging temporary file storage. The vision of Digitization is to develop person-centric records and data management capabilities. *Figure 1. ORS Scanning/Facility Operations*, illustrates a visual scenario of the digitization process.

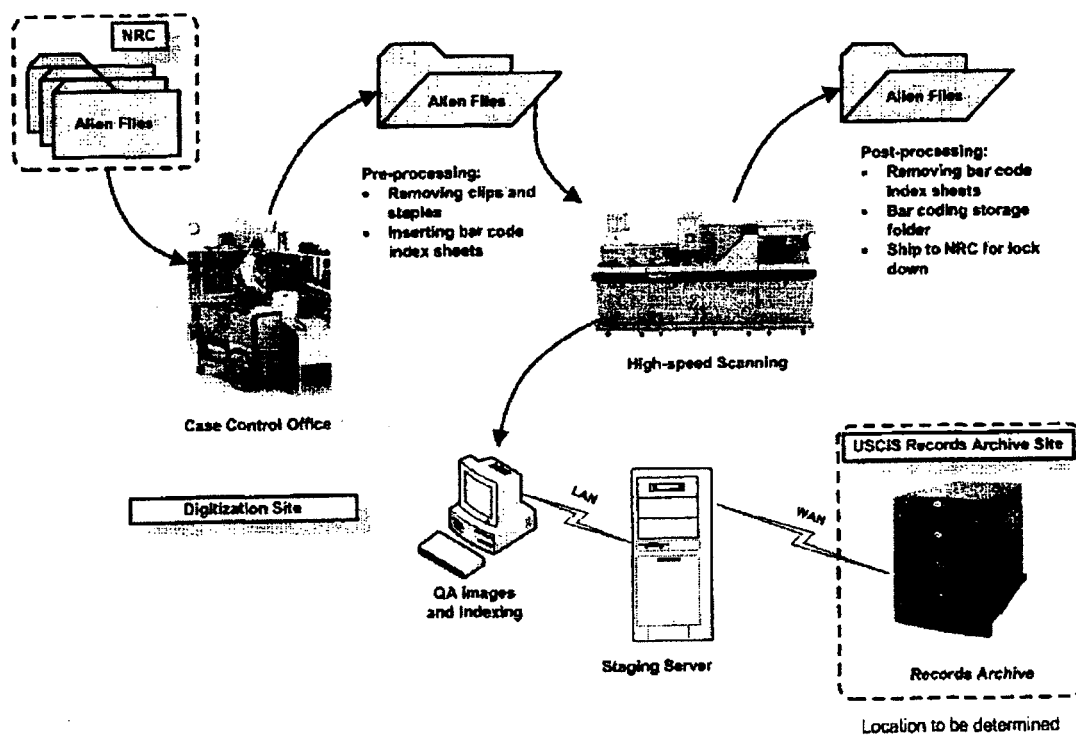


Figure 1. ORS Scanning/Facility Operations

2. SCOPE

The scope of Call 1 covers all activities related to the establishment of a Contractor operated facility that will specialize in the management of records which will include the following A-File services:

- Records management
- Shipping and receiving
- Scanning and digitization
- Records control

- Facilities operations
- Temporary file storage solution

In accordance with the blanket purchase agreement (BPA) for USCIS Office of Records Services (ORS)/ Integrated Digitization Document Management Program (IDDMP), the requirements identified below are specific to Call 1. The contractor shall perform the Call requirements in accordance with applicable DHS/USCIS standards, schedules, deadlines, and other regulations and guidance provided in this performance work statement (PWS) and by the USCIS. Call 1 is a firm-fixed price call.

3. ACRONYMS

Call Attachment A1 provides a table that identifies IDDMP related acronyms.

4. SPECIFIC TASKING

The tasking identified below is specific to this Call and is based on the IDDMP requirements identified in the BPA. All information concerning the IDDMP operating environment and workload statistics contained in the BPA are applicable to this Call unless otherwise noted. The Contractor shall comply with applicable NARA standards related to maintaining and operating a records facility, and shipping, receiving and control of archival records.

4.1 Records Management

The Contractor shall provide comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of records. The contractor shall provide professional management and administrative support to perform effective records management services for privacy act sensitive but unclassified records. In the event that classified documents are encountered during the digitization process the contractor shall not scan these documents and shall immediately refer them to the Government representative in accordance with procedures in the Records Operations Handbook (ROH) as found in Attachment 2.

These services include the use of and/or operating contractor provided equipment to maintain and organize tracking of files, storage of files, information and documents indexing, scanning, labeling, bar-coding and filing. The contractor shall work with the ORS program and the OCIO in developing the functional requirements for the Records Management initiative. Not only must the Government approve all functional requirements, but the Government also owns all data and such data cannot be distributed or used by the Contractor for any purpose.

4.1.1 Facility Operations

The Contractor shall provide, maintain, and operate a facility in accordance with the facilities ROH. The contractor shall provide the facility for housing shipping, receiving and handling of transported paper, storage for maintaining data repository; mail functionality, and maintaining the basic essentials for personnel operations. This task includes, but is not limited to the administrative services for the disassembling and reassembling of files for scanning. The ROH is a living document subject to updates and is used as a resource for facility operations Standard Operating Procedures (SOP).

The Contractor shall provide a solution to scan and index A-file records. The Contractor also shall implement the solution for the scanning, indexing and migrating the data into a temporary storage repository. There are approximately 84 million A-file folders containing various documents. The average folder may contain individual documents from one to ten pages; however, some folders may contain 100 pages or more documents. Figure 4, provides a conceptual workflow that the Contractor shall build and manage. A text description of the workflow is summarized following Figure 4. The Contractor shall provide a refined Concept of Operation representing the operation of this facility, and where new technology is applicable provide any proposed solution to Government for approval of operations to meet the scope of this Call.

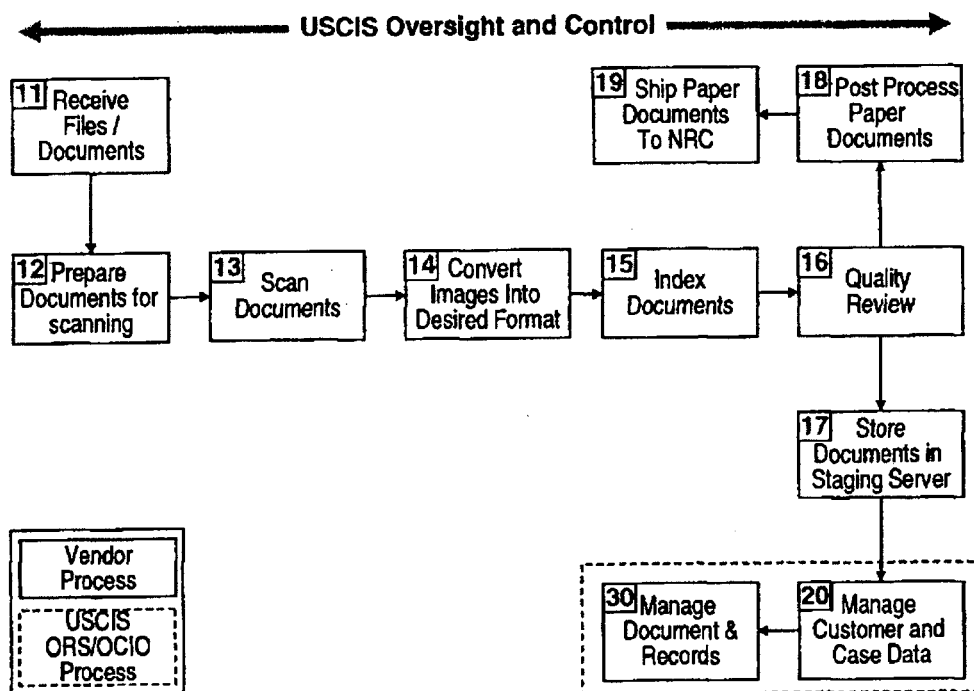


Figure 4. Contractors Operation/USCIS Oversight and Control Concept

4.1.2 Shipping and Receiving (11 and 19)

The Contractor shall provide for the shipping, receiving and handling of transported paper and or electronic documents for the digitization processing. This includes the transportation of files, receiving mail and tracking of all documents. The contractor-shipping requirements may require 24 trips per year, with a shipping weight of approximately 40,000 pounds. The Government estimates Call 0001 volume to be two

shipments monthly each shipment comprised of approximately 43,000 A-Files. These files are packaged in boxes with 24 boxes per pallet and 24 pallets per shipment. Shipments in excess of this estimate will be eligible for an equitable adjustment.

4.1.2.1 Pre- and post- processing of paper documents (12 and 18)

The Contractor shall prepare paper documents prior to scanning. The preparation includes, but not limited to:

- Remove clips, tags, and staples
- Arrange documents in sequence for scanning
- Identify missing/damaged pages and anomalies (e.g., foldouts, torn pages, incorrect pagination, etc.)
- If required, stabilize damaged pages through use of a means such as a clear sleeve
- Insert separation sheets to identify individual documents within the A-File.

Upon the successful quality review of the scanned documents, the Contractor shall prepare paper documents to ship the documents to the National Record Center or other Government site as determined by the Government. The post preparation work includes, but not limited to:

- Remove separation sheets used in scanning
- Reassemble A-File in original order

4.1.3 Scanning Documents (13)

The Contractor shall provide a solution to scan and index A-file records. The Contractor also shall implement the solution for the scanning, indexing, and migrating the data into a temporary storage repository (i.e. staging server). The Contractor will use the existing NARA Standard, "Transferred Requirements for Scanned Images of Textual Records - Image File Format standards and Image Quality Specifications." This standard addresses the following:

- Resolution
- Bit depth (1-, 8-, and 24-bit)
- Enhancements
- Image format

The Contractor shall utilize scanners that are highly reputable in terms of reliability and can meet the required capacity requirements as set within this Call. The Contractor shall

1. DEPARTMENT OF HOMELAND SECURITY (DHS) UNITED STATES BUREAU OF CITIZENSHIP AND IMMIGRATION SERVICES (USCIS) ALIEN-FILE (A-FILE) DIGITIZATION BLANKET PURCHASE AGREEMENT (BPA)

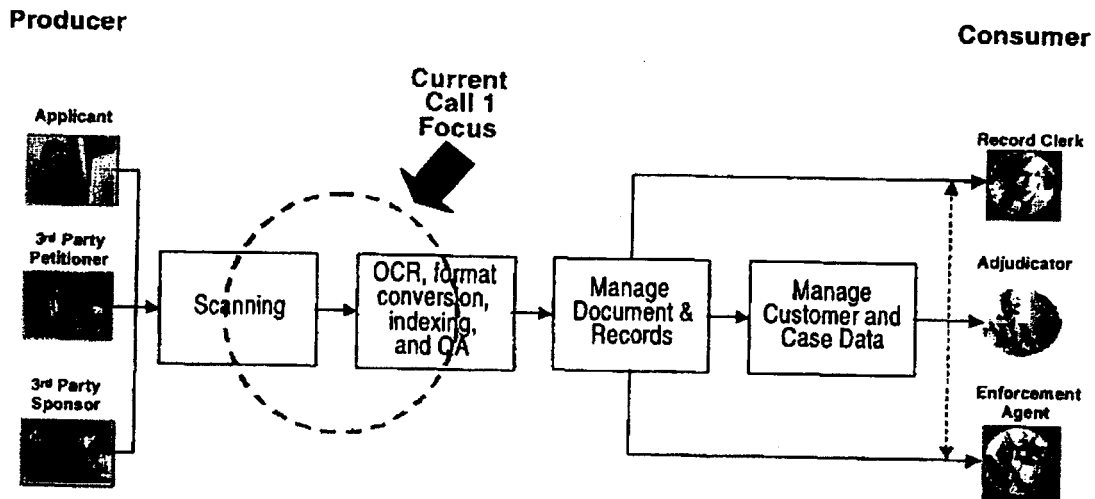
1.1 Background

The Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS), Office of Records Services (ORS) has requirements for a Contractor to support USCIS in providing electronic access to all Alien-File (A-File) data that resides within the different USCIS offices for national security reasons. These files may include but are not limited to alien registration, I-485 forms, certificate files, master index files, flex-o-line files, and historical files. The digitization of files will expand to all file types as the processes and technologies are more fully defined.

1.2 Introduction

This project is part of the overall digitization effort that would significantly reduce paper-based processes at the USCIS. To launch the digitization initiative, files will need to be physically transported from one location to another, disassembled and prepared for scanning, and stored in a secure format to be accessible by USCIS. Additionally, the contractor must maintain and operate a facility for where the indexing and processing shall be performed. USCIS will support this requirement by establishing a BPA with a selected firm on the General Services Administration (GSA) Schedule, Group 36.

USCIS recognizes the need to standardize digitization processes and tools when it acquires its customer's (applicant's) data. As depicted on the figure, any process that requires scanning will be part of the digitization process. The vision of "information acquisition" is to create a more data-centric process than an image-centric process, certainly away from the paper-based process. This will require significant system capabilities such as OCR, sophisticated metadata/indexing, record/document management, and customer data/case management capabilities; the illustration below depicts this concept. The digitization capabilities will be built on the industry standards such as PDF and XML. With such standards, we can converge both e-filing (electronic) and paper filing on common standards and tools. As an example, we plan to utilize a single set of XML based PDF template against all channels depicted above.



1.3 Acronyms

A list of related acronyms is found in attachment A.1.

2. BPA TERMS AND CONDITIONS

Pursuant to GSA Federal Supply Schedule (FSS) Group 36 Office Imaging and Document Solution contract, the Contractor entering into this BPA agrees to the terms and conditions of a Blanket Purchase Agreement exclusively with USCIS.

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 Government encourages Contractors to propose discounts from the published GSA Schedule rates. 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 relationship between the current price in the GSA Schedule and the price offered in the contractor's proposal shall remain constant.

2.1 BPA Scope

The contract services to be ordered under this BPA include records digitization and storage related services and will be ordered in BPA Calls in accordance with the ordering procedures described below. The scope of the support can include any Contract Line Items (CLINs) under the Contractor's GSA Schedule, Group 36. Any work performed under the BPA will be initiated on a Firm-Fixed Price or Time and Material basis depending on the nature of the work. Other Direct Costs (ODCs) will be authorized by the Contracting Officer contingent upon prior Contracting Officer's Technical Representative (COTR) approval and negotiated with each Call.

2.2 Federal Supply Schedule

All Calls placed against this BPA are subject to the terms and conditions of the Contractor's GSA FSS Contract.

2.3 Delivery

Delivery destination and schedule will be specified in each Call.

2.4 BPA Volume

The Government estimates, but does not guarantee, that the total value of purchases made on this BPA (across multiple Calls) may reach \$150 million over the life of the BPA. Funding for work beyond FY-05 (The first call) has not been appropriated. The issuance of calls for work is contingent upon many factors including the performance under the first call, the receipt of funding and the Government's determination of the need for the continuation of work.

2.5 Obligation of Funding

The BPA does not obligate any funds. Funding will be obligated through individual Calls issued under this BPA.

2.6 BPA Expiration

This BPA has a duration of five (5) years, or expiration of the Contractor's GSA Schedule contract, whichever comes first. The BPA is based on the GSA Schedule and cannot exceed the GSA Schedule contract period. If GSA exercises an option to extend the term of the Schedule contract, the BPA will be extended as well not to exceed a total of five years from the date the BPA is established. The performance on any Calls issued prior to the expiration of the BPA or GSA Schedule will continue until normal completion unless terminated earlier at the request of the Government.

2.7 Ordering Procedures

Calls will be placed against the BPA. The BPA Calls will be issued on a Firm-Fixed Price or Time and Materials basis depending on the nature of the work. Each Call issued under this BPA will be preceded with a Request for Quotation (RFQ) to the Contractor, which contains a performance work statement and request for price quotes. Upon receipt, evaluation, and mutual agreement of the task(s) outlined in the PWS, the Contracting Officer will issue the Call to the Contractor.

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

- BPA number and Call number.
- Date of the Call.
- Description of the work to be performed.
- The work schedule, period of performance, or required completion date.
- Place of delivery or performance.
- Deliverables.
- Performance Requirements.

- Contract Line Item Number (CLIN) and description, quantity, unit price and extended total.
- Type of task, e.g., Firm-Fixed Price or Time and Materials.
- Government Points of Contact.
- The invoicing procedures.
- Accounting and appropriation data.

2.7.1 Ordering Officials:

Calls under the BPA may be placed by:

Contracting Officer
 Department of Homeland Security
 U.S. Citizenship & Immigration Services
 Field Support Center - Burlington
 70 Kimball Avenue
 South Burlington, VT 05403
 Phone: (802) 872-4111
 Fax: (802) 951-6455

The COTR for this BPA is:

Department of Homeland Security
 U.S. Citizenship & Immigration Services
 ATTN: Robert Purvis
 111 Massachusetts Ave, NW (Second Floor,)
 Washington, DC 20529
 Phone: (202) 272-8226
 Fax: (202) 272-8330
robert.purvis@dhs.gov

2.8 Period of Performance for Calls

The period of performance for each Call shall be specified in each Call awarded. Calls awarded during the period a BPA is in effect may continue performance beyond the expiration date of the BPA provided the total period of performance does not exceed one year.

2.9 Place of Performance

The place of performance will be addressed in individual Calls.

2.10 Points of Contact (POCs)

Points of Contact (POCs) for this BPA will be announced at time of award and protocols for delivering reports, invoices, and other deliverables will be described at the BPA Kick-Off Meeting.

2.11 Invoices

2.12 Invoice Submission

The Contractor shall be required to submit monthly invoices within 10 business days of the close of the period for which the invoice is being submitted. The Contractor's invoice shall include a breakout of the costs allocated to each sub-task identified in the BPA. Each Call shall specify the method of payment and may include additional invoice submission requirements. The Contractor shall be required to submit invoices directly to the COTR for verification. When requested by the COTR, Contractor timesheets shall be delivered to the COTR and/or Program Manager for review. The Contractor shall notify the COTR in writing when 75% of the hours for each labor category have been expended on time-and-material Calls.

The COTR will forward the verified invoice to the Contracting Officer for certification and payment. The Contractor shall track the costs associated with each task listed in the Statement of Work. A proper invoice must include, at the minimum, the following information and/or attached documentation:

- Name of Contractor
- Contract number
- BPA number
- Call number
- Contract line item number
- Date of order
- Contract Line Item (CLIN)
- Quantity, unit price, and extension of each item
- Labor category, where applicable
- Performance period
- Interim payment period

To be deemed a proper invoice the services or deliverables furnished and produced, during the performance period covered by the invoice, must have received an acceptance from the Government authorized representative.

2.12.1 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.

2.12.2 Invoice Distribution

The Contractor must provide an original proper invoice as stated in the FSS Contract to the designated COTR as indicated on each Call. The Government Project Manager 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. The Contractor shall submit invoices as follows:

Original invoice to the BPA COTR:

Department of Homeland Security
U.S. Citizenship & Immigration Services
ATTN: Robert Purvis
111 Massachusetts Ave, NW (Second Floor,
Washington, DC 20529
Phone: (202) 272-8226
Fax: (202) 272-8330

Copy of invoice to the CO:

Department of Homeland Security
U.S. Citizenship & Immigration Services
Field Support Center - Burlington
70 Kimball Avenue
South Burlington, VT 05403
Phone: (802) 872-4111
Fax: (802) 951-6455

2.12.3 Payment to Contractor

The USCIS will make payment to the Contractor using the Automatic Clearing House (ACH) Network.

2.12.4 Financial Institution for Receipt of Payment

After the BPA is awarded, but not later than 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. Submission shall be done on Standard Form (SF) 3881, *Payment Information Form ACH Vendor Payment System*.

2.13 Order of Precedence

The terms and conditions included in this BPA apply to all 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 GSA Schedule contract will take precedence.

2.14 Non-Schedule Items

Open market items not specifically identified in the Contractors GSA Schedule contract are considered non-schedule items and may only be added to the BPA for administrative convenience in accordance with the provisions of FAR 8.402(f).

2.15 BPA Record Retention

The contractor shall maintain BPA/Call records as required by the Federal Acquisition Regulation.

2.16 BPA Annual Review

A review of the BPA shall be conducted annually pursuant to FAR 8.405-3(d) to determine whether the BPA is still considered a Best Value and that it meets the needs of the Government.

2.17 Government Quality Assurance

The Government reserves the right to establish and maintain a quality assurance program in accordance with FAR 52.246-4 "Inspection of Services-Fixed-Price" or FAR 52.246-6 "Inspection-Time-and-Material and Labor-Hour" clause, as appropriate, and the provisions contained in the Performance Requirements Summary (PRS) of individual Calls issued under this BPA.

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 Contractor Teaming Arrangements

USCIS encourages the establishment of Contract Teaming Arrangements in accordance with and as prescribed by FAR Subpart 9.6 if necessary to provide a total solution to the Government's requirement. Participation in a Contractor Team Arrangement is limited to Schedule contractors. Each teaming partner submits their own GSA Schedule and Calls placed under a Contractor Team Arrangement are subject to the terms and conditions of the Schedule contract holder. Each team member shall independently abide by the terms of their individual Schedule contracts. One contractor may be designated by the team as Contractor Team Leader and act as the single point of contact for the team. The discount structure for services provided by these teaming partners must conform to the discount structure in the BPA. A Contractor Teaming Arrangement is not a Prime/Subcontractor relationship and under a Contractor Teaming Arrangement the Government establishes privity of contract with each teaming partner.

If a Contractor Team Arrangement is established to provide the Government with a total solution a copy of the Arrangement shall be included with the quote response. Common element of a Contractor Team Arrangement may include, but are not limited to the following:

- Identifies participants, GSA Schedule contract numbers, and services and products covered by the arrangement;
- Defines terms;

- Sets forth each participant's roles, responsibilities, and obligations;
- Identifies scope, period of performance (for specific, limited purposes or longer periods covering several transactions), and termination of the arrangement;
- Establishes scope and limitations of any licenses or proprietary rights;
- Establishes representations and warranties among the parties;
- Identifies confidentiality requirements, obligations, disclosures, and remedies;
- Identifies damages, liability/limitation of liability, and any indemnification requirements among the parties;
- Addresses administrative requirements (e.g., assignments, how notices will be conveyed and recognized, how changes or amendments will occur);
- Identifies any terms that survive the arrangement or termination;
- Establishes how disputes will be addressed and resolved; and
- Addresses force majeure; i.e., addresses how an unexpected or uncontrollable event will impact a team member's obligation under the CTA.

2.20 Subcontracting

Subcontracting arrangements which establish a prime/subcontractor relationship are permissible if agreed to by the Government and the Contractor in individually negotiated Calls, provided that in all cases subcontractors perform work at prices which are equal to or less than those established by the prime Contractor under the BPA. However, in cases where urgent requirements require immediate staffing not readily available through the prime, then subcontract rates may exceed the prime's rates provided adequate justification is provided to the Contracting Officer prior to starting work for approval and the higher rates can be determined to be reasonable. All security requirements must flow-down to the sub-contractor.

2.21 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 USCIS employee other than the COTR or CO 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 designated POC for resolution.

2.22 Government Furnished Property (GFP)

The Government will identify Government Furnished Property, if any, in individual Calls.

2.22.1 GFP Reporting

The Government will identify the property and provide specific Government property reporting, and disposition instructions in Calls issued under the BPA, as applicable. In compliance with FAR 45.505-14, *Reports of Government Property*, the Contractor shall provide to the CO an annual report of the USCIS property for which the Contractor is accountable.

2.22.1.1 HSAR 3052.245-70 Government Property Reports [DEC 2003]

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-05, Contractor Report of Government Property.

2.22.2 GFP Inspection and Inventory

Prior to the start date and end date of any BPA Call issued hereunder, the Government Project Manager 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 Government Project Manager will prepare a condition report and will provide a copy of this report to the Contractor and to the CO. If the Contractor concurs with the report, the Contractor shall sign to acknowledge receipt and acceptance of the condition report.

2.23 Rights in Government Furnished Data and Materials

The USCIS 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 BPA/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.

2.24 Access to Government Facilities

The Authorized Government Representative specified in each Call will coordinate access to Government facilities by Contractor personnel when required in the performance of work on individual Calls. While on Government property, the Contractor personnel shall comply with all applicable rules and regulations, not only as they apply to themselves, but also as they apply to other personnel and property at the site. At each site, the local Government representative will have sole authority to determine when, and under what conditions, Contractor personnel can be present on site – for instance, the Government may prohibit Contractor personnel from being on site if there are no Government personnel present at the same time.

2.25 Commercial Records Facility

The Contractor's facility for the data conversion services and storage of files obtained through the BPA shall meet the NARA facility standards for records storage facilities addressed in CFR Subpart B, Part 1228, Subpart K.

2.26 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.

2.27 Insurance

The company shall maintain proper insurance to ensure they are licensed in accordance with State and Federal regulations. The Contractor warrants that insurance (currently in force) coverage exists in the amount not less than those specified in the FAR Subpart 28.307-2, *Liability*.

2.27.1 Evidence of Insurance

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

2.27.2 Subcontractor 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.

2.28 Accident Report Procedures

In the event of an accident involving Government personnel or property, the Contractor shall submit a report to the CO via the on-site COTR in letterform that will include the following:

- Time and date of occurrence
- The place of occurrence
- A list of personnel directly involved
- A narrative description of the accident and circumstances

2.29 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.

2.30 Legal Holidays and Administrative Leave

The Federal Government observes the following days as holidays:

New Year's Day	M. L. King's Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas

Observance 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 BPA. When DHS grants its employees "Liberal Leave," Contractor employees are expected to work their normal hours. If a site is closed because of inclement weather or other reasons that prohibit Contractor personnel from being on site, the Contractor shall not be paid for this non-work period.

2.31 Travel

The Contractor may be required to travel on an as required and assignment basis. Local travel reimbursement under this BPA is not authorized. Local travel is travel within the commuting area of the assigned work location.

2.31.1 Approval for Travel

The Contractor shall obtain written approval from the Authorized Government Representative specified in each Call prior to performing any travel under this BPA and trip authorization from the COTR. Contractor travel approved in advance by the Authorized Government Representative specified in each Call will be reimbursed in accordance with FAR 31.205-46, *Travel Costs*, and the Federal Travel Regulations prescribed by the General Services Administration.

2.32 Key Personnel

USCIS will require the Contractor to propose a project management structure and identify key personnel on the BPA to perform the functions of project management. These key personnel will be directly responsible for management of the BPA. 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. The Contractor shall provide resumes of the key personnel, which will be evaluated by the Technical Evaluation Committee. At the minimum, the Project Manager shall be designated as key personnel. The Project Manager must possess knowledge of Federal contract and procurement regulations and specialized experience directly related to the type of work required in this BPA.

2.32.1 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 of 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 CO no later 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 CO. 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 CO and provide the information required by the Key Personnel clause. Key personnel may be amended from time to time during the BPA either to add or delete personnel to the Call or BPA itself, as appropriate.

2.32.2 Employment of Key Personnel

Key personnel shall be full-time employees of the prime Contractor at the time of quote submission that possess familiarity with the company lines of business and business processes. The Contractor shall furnish the name, phone number, and resume of the key personnel and other pertinent information as required by the Government at the time of quote submission.

2.33 Standards of Conduct

In performing Calls 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 the Standards of Conduct (28 CFR part 45).

2.34 Consultants

USCIS will use acquisition support Contractor personnel to support the Government's evaluation of quotes in accordance with the Department of Homeland Security Acquisition Regulation (HSAR) 3015.207-70. The Contractor employees will have access to information contained in the Contractor's quotes and will be subject, as are all other members of the source selection organization, to the appropriate conflict of interest, standards of conduct, and confidentiality restrictions.

3. BPA REQUIREMENTS AND POTENTIAL TASKING

The tasking described below include current tasks required by USCIS; as well as additional support services that may be required in the near future. The tasks are described in general terms to help delineate the scope of the BPA. Specific tasks may be further defined by USCIS who will place either Firm-Fixed Price or Time and Material Calls against the master BPA depending upon the nature of the work, but the general scope will not change. All the requirements in the BPA shall be performed in accordance with applicable DHS standards, schedules, deadlines, SDLC guidelines, and other regulations and guidance provided in this BPA and by USCIS.

Calls may include, but are not limited to, any combination of the following tasks:

- Project Management Support
- Records Management Services
- Document Conversion Services
- Scanning Documents to Digital Data
- File Control and Tracking
- Contractor Operated Records Facility
- Document Storage
- Document Shipping and Receiving
- Needs Assessment and Analysis Services
- Documentation

4. PERFORMANCE-BASED SERVICE CONTRACTING (PBSC)

It is the intent of the Government that, to the maximum extent possible, Calls will be issued on this BPA using performance-based orders pursuant to FAR 8.405-2(b). The Government will strive to develop meaningful performance standards and performance measures that can be applied to the work performed under this BPA. In developing performance data the Government hopes to achieve the following goals:

- Determine reasonable, realistic, and measurable performance standards.
- Determine how performance achievement for any given month can be accurately and quantifiably measured against performance standards.
- Determine performance standards that measure significant, quantitative results to show whether overall performance is successfully achieving essential DHS objectives.
- Determine appropriate incentive for achieving acceptable quality levels of performance.

The Contractor is encouraged to offer feedback and work with the Government to achieve these goals and ensure that standards and measures are fair and contribute to producing the desired outcomes.

4.1.1 PBSC Methods

Performance-based contracting methods are intended to ensure that required performance quality levels are achieved and that total payment is related to the degree

that services performed or outcomes achieved meet BPA standards. Performance-based task orders-

- (1) Describe the requirements in terms of results required rather than the methods of performance of the work;
- (2) Use measurable performance standards (*i.e.*, in terms of quality, timeliness, quantity, etc.) and quality assurance surveillance plans;
- (3) Specify procedures for reductions of the price of a fixed-price BPA call when services are not performed or do not meet BPA call requirements; and
- (4) Include performance incentives where appropriate.

5. SECURITY REQUIREMENTS

These Security requirements are applicable to each Call awarded under this BPA. Any deviation from this BPA Security Requirements section shall be specified in each BPA Call.

5.1.1 General

The Department of Homeland Security (DHS) has determined that performance of this BPA requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified DHS information, and that the Contractor will adhere to the following.

5.1.2 Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive but unclassified 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 BPA. 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 but unclassified DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

5.1.3 Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive but unclassified information, shall undergo a position sensitivity analysis based on the duties, outlined in the Position Designation Determination (PDD) for Contractor Personnel, each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the

Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office through the COTR no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
3. FD Form 258, "Fingerprint Card" (2 copies)
4. Foreign National Relatives or Associates Statement
5. Form DHS-11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
6. Position Designation Determination for Contract Personnel Form

Required forms will be provided by DHS at the time of award of the BPA. Only complete packages will be accepted by the Security Office. Specific instructions on submission of packages will be provided upon award of the BPA.

Be advised that unless an applicant requiring access to sensitive but unclassified 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 BPA 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 BPA. DHS will not approve LPRs for employment on this BPA 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 BPA, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the BPA can be met by using LPRs, those requirements shall be clearly described.

5.1.4 Continued Eligibility

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

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 but unclassified Government information to which he or she would have access under this BPA.

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

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

5.1.5 Employment Eligibility

The Contractor must agree that each employee working on this BPA will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees to include financial responsibility for all damage or injury to persons or property resulting from the acts or omissions of the contractor's employees.

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

5.1.6 Security Management

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

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

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

5.1.7 Information Technology Security Clearance

When sensitive but unclassified government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive but unclassified 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 but unclassified information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

5.1.8 Information Technology Security Training And Oversight

All contractor employees using Department automated systems or processing Department sensitive but unclassified 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 but unclassified 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)

5.1.9 Minimum Computer And Telecommunications Security Requirements

5.1.9.1 General

Due to the sensitive nature of Department information, the Contractor is required to develop and maintain a comprehensive computer and telecommunications security (C&TS) program to address the integrity, confidentiality, and availability of sensitive but unclassified (SBU) information during collection, storage, transmission, and disposal. The Contractor's security program shall adhere to the requirements set forth in the Department's IT Security Program

Publications. The Contractor shall establish a working relationship with the Information Systems Security Manager (ISSM).

5.1.9.2 C&TS in the Systems Development Life Cycle (SDLC)

C&TS activities in the SDLC are outlined in each current version of the SDLC Manual. The Contractor shall assist the appropriate ISSO with development and completion of all security related activities contained in the SDLC. These activities include development of the following documents:

- *Sensitive System Security Plan (SSSP)*: This is the primary reference that describes system sensitivity, criticality, security controls, policies, and procedures.
- *Contingency Plan (CP)*: This plan describes the steps to be taken to ensure that an automated system or facility can be recovered from service disruptions in the event of emergencies and/or disasters
- *Risk Assessment (RA)*: This document identifies threats and vulnerabilities, assesses the impacts of the threats, evaluates in-place countermeasures, and identifies additional countermeasures necessary to ensure an acceptable level of security
- *Security Test and Evaluation (ST&E)*: This document evaluates each security control and countermeasure to verify operation in the manner intended. Test parameters are established based on results of the RA
- *Certifier's Statement* *The certification phase and statement testifies that the correct and effective implementation security controls are in place*

5.1.9.3 Security Assurances

All statements of work and BPA vehicles shall identify and document the specific security requirements for outsourced services and operations that are required by the contractor. Outsourced services and operations shall adhere to the Department's security policies. The security requirements shall include how the Department's sensitive but unclassified information is to be handled and protected at the contractor's site, including any information stored, processed, or transmitted using the contractor's computer systems, the background investigation and/or clearances required, and the facility security required. At the expiration of the BPA, statements of work and BPA vehicles shall require the return of all sensitive but unclassified Department information and IT resources provided during the life of the BPA and certification that all Department information has been purged from any contractor-owned system used to process Department information. Components shall conduct reviews to ensure that the security requirements in the BPA are implemented and enforced.

5.1.9.4 Data Security

SBU systems must be protected from unauthorized access, modification, and denial of service. The Contractor shall ensure that all aspects of data security requirements (i.e., confidentiality, integrity, and availability) are included in the functional requirements and system design, and ensure that they meet the minimum requirements as set forth in the most currently approved Department publications. These requirements include:

- *Integrity* – The computer systems used for processing SBU must have data integrity controls to ensure that data is not modified (intentionally or unintentionally) or repudiated by either the sender or the receiver of the information. A risk analysis and vulnerability assessment must be performed to determine what type of data integrity controls (e.g., cyclical redundancy checks, message authentication codes, security hash functions, and digital signatures, etc.) must be used.
- *Confidentiality* – Controls must be included to ensure that SBU information collected, stored, and transmitted by the system is protected against compromise. A risk analysis and vulnerability assessment must be performed to determine if threats to the SBU exist. If it exists, data encryption must be used to mitigate such threats.

Availability – Controls must be included to ensure that the system is continuously working and all services are fully available within a timeframe commensurate with the availability needs of the user community and the criticality of the information processed.

6. APPLICABLE DOCUMENTS

6.1 Policies and Procedures

Work performed under this BPA shall conform to current applicable Federal and DHS policies and procedures, security regulations, systems protocols, and other procedures and regulations listed in the following documents.

- *DHS MD 4300 Pub*
- *Freedom of Information Act (FOIA). Privacy Act (PA).* Available at <http://www.usdoj.gov/foia/privstat.htm>
- HSAR 3015.207-70
- HSAR 3052.245-70
- *National Archives and Records Administration (NARA) regulations.* Available at <http://www.archives.gov/>
- *National Industrial Security Program Operating Manual (NISPOM).* Available at www.dss.mil/isec/nispom.htm
- USCIS Office of Records Services Record Operations Handbook.

6.2 Forms

- DHS Form 258
 - DHS Form 0700-05
 - DHS Form 11000-6
 - DHS Form 11000-9
 - *Standard Form 85P*
- (This section will be removed upon award.)