

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   67
2. CONTRACT (Proc. Inst. Ident.) NO. 70SBUR19C00000015		3. EFFECTIVE DATE 9/30/2019	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRC190055	
5. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403	CODE CIS	6. ADMINISTERED BY (If other than Item 5) SCD-C		



7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) CHEROKEE NATION 3S LLC 10838 E MARSHALL ST SUITE 220 TULSA OK 741165683		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT Net 30
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 0783120940000	FACILITY CODE	11. SHIP TO/MARK FOR National Records Center Department of Homeland Security U.S. Citizenship & Immigration Serv 150 NW Space Center Loop, Ste 100 Lees Summit MO 64064-2138	12. PAYMENT WILL BE MADE BY See Invoicing Instructions
	NRC		CODE WEBVIEW

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ( 5 )		14. ACCOUNTING AND APPROPRIATION DATA See Schedule	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
Continued			
15G. TOTAL AMOUNT OF CONTRACT			\$3,856,548.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
x	A	SOLICITATION/CONTRACT FORM	1-3	x	I	CONTRACT CLAUSES	4-28
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		x	J	LIST OF ATTACHMENTS	29-67
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNER (Type or print) Ryan Wasmus, Operations General Manager	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) 20A. NAME OF CONTRACTING OFFICER Sarah E. Rizner		
19B. NAME OF CONTRACTOR DocuSigned by: BY  (Signature of person authorized to sign)	19C. DATE SIGNED 09/25/2019	20B. UNITED STATES OF AMERICA BY  (Signature of the Contracting Officer)	20C. DATE SIGNED 9/26/19

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BE NG CONTINUED  
70SBUR19C00000015

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NAME OF OFFEROR OR CONTRACTOR  
CHEROKEE NATION 3S LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 078312094+0000 SBA Requirement # HK1562168334J This Firm-Fixed Price contract is to provide support services to The Department of Homeland Security (DHS) United States Citizenship and Immigration Services (USCIS) National Records Center (NRC) to assist with Freedom of Information Act (FOIA) Backlog Reduction Support Services as outlined in the attached Statement of Work. The contractor shall start work as soon as an authorization to work has been issued by the Contracting Officer. AAP Number: 2019046846 Accounting Info: FEREC12 000 EX 20-04-00-000 07-60-0100-60-00-00-00 GE-25-37-00 0c0001 Period of Performance: 09/30/2019 to 09/29/2020				
0001	Base Track 2 Cases (priced per case) to be processed in accordance with the attached Statement of work. Firm-fixed-price The contractor will only be paid for completed and accepted cases. Obligated Amount: \$3,856,548.00	(b) (4)	CA	(b) (4)	3,856,548.00
1001	Track 2 Cases to be processed in accordance with the attached Statement of Work. Firm-fixed-price The contractor will only be paid for completed and accepted cases. Amount: (b) (4) (Option Line Item) 08/01/2020	(b) (4)	CA	(b) (4)	0.00
2001	Track 2 Cases to be processed in accordance with the attached Statement of Work. Firm-fixed-price The contractor will only be paid for completed and accepted cases. Amount: (b) (4) (Option Line Item) 08/01/2021  Attachments: Terms and Conditions including Security Requirements Statement of Work Wage Determination Continued ...	(b) (4)	CA	(b) (4)	0.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70SBUR19C00000015

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NAME OF OFFEROR OR CONTRACTOR  
CHEROKEE NATION 3S LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total amount of award: \$9,726,122.40. The obligation for this award is shown in box 15G.				

**PART II  
FREEDOM OF INFORMATION ACT (FOIA) BACKLOG REDUCTION SUPPORT SERVICES**

**CONTRACT CLAUSES, TERMS AND CONDITIONS**

**FAR CLAUSES INCORPORATED BY REFERENCE**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

<b>52.202-1</b>	<b>Definitions (Nov 2013)</b>
<b>52.203-17</b>	<b>Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)</b>
<b>52.204-4</b>	<b>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)</b>
<b>52.204-9</b>	<b>Personal Identity Verification of Contractor Personnel (JAN 2011)</b>
<b>52.204-13</b>	<b>System for Award Management Maintenance (Oct 2018)</b>
<b>52.204-18</b>	<b>Commercial and Government Entity Code Maintenance (JUL 2016)</b>
<b>52.204-19</b>	<b>Incorporation by Reference of Representations and Certifications (DEC 2014)</b>
<b>52.212-4</b>	<b>Contract Terms and Conditions – Commercial Items (OCT 2018)</b>
<b>52.225-13</b>	<b>Restriction on Certain Foreign Purchases (Jun 2008)</b>
<b>52.232-39</b>	<b>Unenforceability of Unauthorized Obligations (Jun 2013)</b>
<b>52.232-40</b>	<b>Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)</b>
<b>52.245-1</b>	<b>Government Property (JAN 2017) – <u>See GFP Table in Other Requirements Below</u></b>

**FAR CLAUSES IN FULL TEXT**

**52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Aug 2019)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

\_\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_\_ (5) [Reserved].

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_\_\_ (10) [Reserved].

\_\_\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).

\_\_\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_\_\_ (13) [Reserved]

\_\_\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).

\_\_\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

\_\_\_\_\_ (ii) Alternate I (Jan 2017) of 52.219-9.

\_\_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9

\_\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).

\_\_\_\_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

- \_\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- \_\_\_\_\_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
- \_\_\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_\_\_ (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).  
(ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_\_\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).  
(ii) Alternate I (July 2014) of 52.222-35.
- \_\_\_\_\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).  
(ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).  
(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).
- \_\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).  
(ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).  
(ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).  
(ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- X (45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).  
(ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_\_\_ (46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_\_\_ (47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 no



te, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

- \_\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
  - \_\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
  - \_\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
  - \_\_\_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - \_\_\_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - \_\_\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - \_\_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
  - \_\_\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
  - X   (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
  - \_\_\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
  - \_\_\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
  - X   (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - \_\_\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
  - \_\_\_\_\_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - \_\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
  - \_\_\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- X   (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
  - X   (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
  - X   (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - X   (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - \_\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - \_\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - \_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - X   (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - X   (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - \_\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).



(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **52.217-9 – Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of Clause)

#### **52.219-14- Limitations on Subcontracting (DEVIATION 2019-01)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. As used in this clause—

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award, and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside or reserved any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15; and

(4) Orders set aside for any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Agreement. By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;
  - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or
  - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.
- (f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
- (End of clause)

#### **52.219-71 – Section 8(a) Direct Awards (Deviation)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Ms. Vanessa R. Woodfork  
The U.S. Small Business Administration – Oklahoma District Office  
Lead Business Opportunity Specialist  
301 Northwest 6th Street, Suite 116  
Oklahoma City, OK 73102

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

- (1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
- (2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

(End of Clause)

**HSAR CLAUSE INCOPORATED IN FULL:****3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS  
ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

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

Clauses.

X 3052.204-71 Contractor Employee Access.

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

X 3052.242-72 Contracting Officer's Technical Representative.

(End of clause)

**3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN  
2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

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

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

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

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

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

(End of clause)

### **3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

**(b) (4)** – Project Manager

(End of clause)

### USCIS LOCAL CLAUSES INCORPORATED IN FULL TEXT:

#### **INVOICING INSTRUCTIONS:**

- (a) In accordance with FAR 52.212-4(g), all invoices submitted to USCIS for payment shall include the following:
- (1) Name and address of the contractor;
  - (2) Invoice date and invoice number;
  - (3) Contract number, line item number and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price, and extended price of the items delivered or services performed;
  - (5) Shipping and payment terms;
  - (6) Terms of any discount for prompt payment offered;
  - (7) Name and address of contractor official to whom payment is to be sent;
  - (8) Name, title, phone number of person to notify in the event of a defective invoice;
  - (9) Taxpayer Identification Number (TIN). The contractor shall include its TIN on the invoice only if required elsewhere in this contract;
- (b) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.
- (c) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically using the "To" line in the e-mail address to [USCISInvoice.Consolidation@ice.dhs.gov](mailto:USCISInvoice.Consolidation@ice.dhs.gov) with each email conforming to a size limit of 500 KB.
- (d) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation  
PO Box 1000  
Williston, VT 05495

(End of Clause)

### **POSTING OF CONTRACT (OR ORDER) IN FREEDOM OF INFORMATION ACT (FOIA) READING ROOM**

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

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

**OTHER REQUIREMENTS:**

**Government Furnished Property (GFP) (*handled in accordance with FAR 52.245-1 and as outlined in the Statement of Work – Section 7.0*)**

As outlined in Section 7.0 of the Statement of Work, the Contractor shall be responsible for the cost of replacing or repairing any Government furnished equipment that is damaged due to Contractor negligence. The Government currently estimates the replacement cost as outlined below, however, this remedy determination shall be made at the sole discretion of the Government.

Equipment	Qty	Unit	Unit Replacement Cost
Workstations to include IT equipment such as computer, monitors, keyboard, mouse and access to a network printer. All equipment is in "as is" condition.	20	EA	\$1,405.72



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

**SECURITY REQUIREMENTS**

**GENERAL**

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

**FITNESS DETERMINATION**

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

**BACKGROUND INVESTIGATIONS**

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

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

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

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

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

#### **EMPLOYMENT ELIGIBILITY**

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

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

#### **CONTINUED ELIGIBILITY**

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

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

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

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

- **USCIS Security Awareness Training** (required within 30 days of entry on duty for new contractors, and annually thereafter)
- **USCIS Integrity Training** (annually)
- **DHS Insider Threat Training** (annually)
- **DHS Continuity of Operations Awareness Training** (one-time training for contractors identified as providing an essential service)
- **Unauthorized Disclosure Training** (one time training for contractors who require access to USCIS information regardless if performance occurs within USCIS facilities or at a company owned and operated facility)
- **USCIS Fire Prevention and Safety Training** (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)
- **USCIS PKI Initiative Training** (if supervisor determines the need for a PKI certificate)
- **Computer Security Awareness Training** (if contractor requires access to USCIS IT systems, training must be completed within 60 days of entry on duty for new contractors, and annually thereafter)

USCIS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct or whom USCIS determines to present a risk of compromising sensitive but unclassified information and/or classified information.

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

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

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

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

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

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

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

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

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

A contractor employee required to have a PIV card shall:

- Properly display the PIV card above the waist and below the neck with the photo facing out so that it is visible at all times while in a USCIS facility
- Keep their PIV card current
- Properly store the PIV card while not in use to prevent against loss or theft\_

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

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

### **SECURITY MANAGEMENT**

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

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

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

**HSAR Deviation 15-01 SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program



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

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

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

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

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

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

(e) *Authority to Operate.* The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

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

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

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

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

(2) *Renewal of ATO*. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration

date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

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

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

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

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

(f) *Sensitive Information Incident Reporting Requirements.*

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

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

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

(g) *Sensitive Information Incident Response Requirements.*

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

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

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

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

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

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

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

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

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

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

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the

Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

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



**HSAR Deviation 15-01 INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)**

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

(b) *Security Training Requirements.*

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

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

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: *Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than September 30th of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than September 30th of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

**PART III**  
**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**Statement of Work (SOW) 18 pages**

**Wage Determination 20 pages**

**Department of Homeland Security (DHS)  
US Citizenship and Immigration Services (USCIS)  
National Records Center (NRC)  
Statement of Work (SOW)  
For  
Freedom of Information Act (FOIA)  
Backlog Reduction Support Services  
01 August 2019**

**1.0 GENERAL**

**1.1 BACKGROUND**

The Department of Homeland Security (DHS) United States Citizenship and Immigration Services (USCIS) Freedom of Information Act (FOIA)/Privacy Act (PA) Program is administered by Immigration Records and Identity Services (IRIS) Directorate, National Records Center (NRC). Through the FOIA/PA Program external customers are provided access to agency records in accordance with the applicable statutes.

The NRC processes the majority of the USCIS FOIA requests for information using the FOIA Immigration Records SysTem (FIRST), an automated image-based system. Agency records include but are not limited to electronic records, Alien Files (A-Files), and Receipt Files. The majority of the FOIA requests are for information contained in the A-Files. Currently, a significant backlog of FOIA requests exists.

**1.2 SCOPE**

The scope of this contract is to provide support services to reduce a backlog of FOIA requests and reduce overall FOIA request response times in compliance with 5 U.S.C. §552, FOIA, and 5 U.S.C. §552a, PA. More detail is contained in Section 2.0 – Specific Tasks.

The work consists of accessing pre-scanned images of the records containing the information requested in the FOIA/PA request, validating the requestor entitlement for the information requested, redacting information and applying exemptions as necessary, preparing the appropriate responses, and electronically submitting to Government staff for approvals. The Contractor will not be allowed/required to make final decisions regarding adjudication of FOIA requests.

**1.3 OBJECTIVE:** To acquire Contractor support services to reduce the current FOIA Backlog and reduce overall FOIA request response times.

**1.4 APPLICABLE DOCUMENTS:** DHS publications, handbooks, manuals, or regulations direct the performance of specific job duties and functions. These documents will be referenced throughout this document. The most current versions can be accessed at the web sites indicated below.

- Freedom of Information Act, 5 U.S.C. §552: The federal statute that governs FOIA Program. [http://www.dhs.gov/xfoia/editorial\\_0318.shtm](http://www.dhs.gov/xfoia/editorial_0318.shtm)
- Privacy Act, 5 U.S.C. §552a: The federal statute that governs PA Program. [http://www.dhs.gov/xfoia/editorial\\_0318.shtm](http://www.dhs.gov/xfoia/editorial_0318.shtm)
- Department of Justice Freedom of Information Act Guide: Contains an overview discussion of the FOIA exemptions, the law enforcement record exclusions, and the most important procedural aspects. <http://www.usdoj.gov/oip/foi-act.htm>
- Privacy Act Overview: Contains a discussion of the Privacy Act's disclosure prohibitions, its access and amendment provisions, and agency recordkeeping requirements. <http://www.justice.gov/opcl/1974privacyact-overview.htm>
- Information on USCIS' FOIA/PA Program: Explains and answers questions concerning FOIA/PA. <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=34139c7755cb9010VgnVCM10000045f3d6a1RCRD&vgnnextchannel=34139c7755cb9010VgnVCM10000045f3d6a1RCRD>
- USCIS FOIA/PA Processing Guide: A comprehensive FOIA/PA guide on how to process requests for access to USCIS records. <http://connect.uscis.dhs.gov/org/ESD/NRC/Documents/FOIA/USCIS%20FOIA%20Processing%20Guide.pdf>

Appendix 1 provides a table that identifies abbreviations and related acronyms.

## **2.0 SPECIFIC REQUIREMENTS/TASKS:**

The Contractor shall perform the tasks as described below utilizing the USCIS FOIA/PA Processing Guide and References, noted in Section 1.4. The Government will provide the Contractor with specific guidance, through the identification of Acceptable Quality Levels (AQLs) in the tasks below, on the priority and timeframes with which the Contractor shall direct and manage its resources to accomplish these tasks. The Contractor shall manage the tasks in a manner that is beneficial, cost-effective to the Government, and support the Government's objective to provide timely responses to FOIA requests.

### **2.1 Task 1 – Track 2 Case Processing**

2.1.1 This workload is comprised of Track 2 cases, also known as complex requests. Track 2 cases normally necessitate additional search and review time. Task workload and period of performance is outlined in the SF1449. The average size of the responsive records contained in the FOIA Immigration Records SysTem (FIRST) for Track 2 cases is approximately 260 pages. Cases placed in the Contractor's FIRST queue for processing will be limited to a maximum of 500 pages per case.

2.1.2 The estimated average processing time for a Track 2 case is 90 minutes per case. Billing for this task shall be on a per case basis.

2.1.3 Workload assignment: FIRST maintains a queue for Track 2 cases. Cases are assigned and processed on a First In, First Out (FIFO) basis. The successful offeror will be able to direct the “on deck” cases to any employees ready for them. The Government reserves the right to redirect cases to Government case processors at its sole discretion.

2.1.4 The Contractor shall perform all functions relating to reviewing the request for content and consent in FIRST, to include verifying the requestor information, the type of request, and ensuring the correct file was scanned. Details of verification and review include information such as:

- 2.1.4.1 Subject/Requester name, address, information for accuracy
- 2.1.4.2 Review Discussions
- 2.1.4.3 Review Case Supporting Docs and/or Requester Docs
- 2.1.4.4 If correctional facility, do not print to CD (when applicable)
- 2.1.4.5 Confirm Consent, when applicable, dependent on the nature of the case
- 2.1.4.6 Verify responsive records correspond to request and correct subject
- 2.1.4.7 Determine if the request is a FOIA or PA
- 2.1.4.8 Case note file

2.1.5 The Contractor shall perform all functions relating to reviewing and processing the responsive record, to include redacting all portions of record that cannot be released to the requestor, identifying the correct exemptions used, and identifying documents or other items in a file that require special processing.

2.1.6 The Contractor shall perform all functions relating to modifying the template letter to prepare the final action letters for Government review and signature.

2.1.7 For the purposes of performance measurement, the Acceptable Quality Level (AQL) for cases submitted for review and approval is 95%, with a Maximum Error Rate (MER) of 5%. Errors will be evaluated utilizing Appendix 2 - Error Assessment Guide.

2.1.8 The Contractor shall ramp up to full performance capacity within 90 days from authorization to start work, delivering the ordered quantity of reviewed and approved cases within the period of performance, in accordance with AQLs. For any subsequent ordered quantities, the Contractor shall ramp up to full performance capacity within 45 days from the start date of that task’s period of performance.

2.1.9 The Contractor is responsible for developing and administering a Quality Assurance program. Government employees shall confirm Contractor case quality. Government Quality Assurance staff shall inspect 100% of the Contractor’s FOIA/PA cases processed. This does not relieve the Contractor’s responsibility for performing internal quality assurance. At the case approval step in FIRST, the Government Quality Assurance



personnel shall conduct inspections before providing final approval and signature. Casework shall be rejected and returned to the Contractor for correction, as needed, to conform to the FOIA/PA, appropriate FOIA/PA processing guidelines, and Executive Orders.

2.1.10 Cases submitted and returned to case processors as rejected shall be resubmitted no later than 2 business days from the rejection date and time to the Government Quality Assurance personnel for approval.

2.1.11 The Contractor shall correct all deficiencies and resubmit the cases for approval in accordance with 2.1.10. Only approved cases shall be submitted on monthly invoices. Billing for this Task shall be on a per case basis.

- 2.2 After the completion of the ramp-up period, the Contractor is expected to make adequate monthly progress towards completing all required tasks within the period of performance, minimizing major dips or spikes in orderly production rates.
- 2.3 Quality and production will be reviewed on a monthly basis. The quality and production standards will be strictly enforced beginning on the 91st day of performance from the acknowledgement date of the authorization to start work issued by the Contracting Officer (conclusion of the ramp-up period).
- 2.4 The monthly error rate is established by calculating the number of cases containing assessed errors that were submitted during the monthly period against the total number of cases approved and released during the monthly period.
- 2.5 The Contractor shall meet or exceed all established performance standards contained in the task description during each rating period.

### 3.0 CONTRACTOR PERSONNEL:

- 3.1 **QUALIFIED PERSONNEL:** The Contractor shall provide qualified personnel to perform all requirements specified in this SOW. Only U.S. Citizens are eligible to perform work under this contract.
- 3.2 **KEY PERSONNEL:** Before replacing any individual designated as Key by the Government, the Contractor shall notify the Contracting Officer no less than 15 business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the Key person being replaced, unless otherwise approved by the Contracting Officer. The following Contractor personnel are designated as Key for this requirement: **Project Manager**.
- 3.3 **PROJECT MANAGER:** The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this SOW. The Project Manager shall be a single point of contact for the Contracting Officer and the Contracting Officer's Representative (COR). The Contractor shall provide the name of the Project Manager and the name of any alternate who shall act for the Contractor in the absence of the Project

Manager as part of the Contractor's proposal. The Government further designates the Project Manager as Key. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates shall be able to read, write, speak and understand English. Additionally, the Contractor shall not replace the Project Manager without prior approval from the Contracting Officer.

3.3.1 The Project Manager shall be available to the COR via telephone between the business hours of 8:00am and 5:00pm Central Time, Monday through Friday, and shall respond to requests for discussion or resolution of technical problems within these business hours.

3.3.2 The Project Manager must be available to the COR, during 8:00 a.m. and 5:00 p.m. for the purpose of providing direction to the on-site supervisor(s), as necessary.

**3.4 ON-SITE SUPERVISOR(S):** The Contractor shall provide on-site supervisor(s) during all Contractor working hours, regardless of place of performance. The on-site supervisor(s) will have the authority and responsibility for directing the efforts of Contractor staff. The on-site supervisor(s) will also serve as the Contractor focal point for the COR in the administration of day-to-day contract-related activities, including, but not limited to, training, case processing, quality issues, and facility- or equipment-related issues. Contact info for the responsible on-site supervisors will be provided to the COR to aid in resolving any issues that may arise during performance.

**3.5 EMPLOYEE IDENTIFICATION:**

3.5.1 Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

3.5.2 Contractor employees working on-site at Government facilities shall wear a Government-issued Personal Identity Verification (PIV) identification badge. Staff who do not routinely perform tasks under this SOW at the Government-owned facility, but require access to USCIS systems, must also obtain a PIV badge. These PIV badges allow access to the facility and computer systems. Computer systems cannot be accessed without this PIV. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government-issued badge in plain view above the waist at all times while on-site at Government facilities.

**3.6 EMPLOYEE CONDUCT:** Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental

protection, security, “off limits” areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

**3.7 REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS:**

The Government may, at its sole discretion (via the Contracting Officer), direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

**4.0 OTHER APPLICABLE CONDITIONS:**

**4.1 SECURITY:**

4.1.1 The Contractor shall comply with all security provisions of the Solicitation.

4.1.2 The Contractor Project Manager shall serve as the Contractor Security Officer. The individual will interface with Office of Security & Integrity (OSI), through the COR, on all security matters, to include physical, personnel and protection.

4.1.3 If the Contractor encounters classified National Security Information (NSI), the Contractor must immediately notify the COR. The Contractor is required to complete paperwork associated with the event, which will include file incident reports, Inadvertent Disclosure Agreement Statements, DHS 11000-10, and provide additional resources/reports associated with the incident reporting process. The Contractor must take all steps to ensure immediate security and storage of NSI in a GSA-approved security container until cleared Government personnel can take possession of the NSI.

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

4.1.5 Upon award, Contractor employees who may handle or come into contact with USCIS records must complete, sign and submit a “Criminal History Record Information Statement of Understanding”.

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

**4.2 PERIOD OF PERFORMANCE:** The period of performance will be a base twelve (12) month period after acknowledgement of the authorization to start work issued by the Contracting Officer, with two twelve (12) month option periods available. The acknowledgment to start work will be issued upon notification from the Contractor that they are able to commence performance. The ability of the Contractor to begin the ramp-up period is based upon having a significant portion of their workforce successfully obtain USCIS Entry on Duty (EOD) suitability determinations as described in the SOW and security provisions of the Solicitation.

The Contractor will be afforded a ramp-up period of 90 days from when the authorization to start work is issued by the Contracting Officer. In order to accomplish this work in the space available, multiple shifts may be required. Any additional ramp up periods will be established in accordance with section 2.1.8.

**4.3 PLACE OF PERFORMANCE:** The Contractor shall perform the work at the USCIS National Records Center (NRC), 150 NW Space Center Loop, Lee's Summit, Missouri 64064 and any other locations deemed suitable by the Contractor, with concurrence by the Government as necessary, for the performance of tasks under this SOW. At the NRC, the Contractor will be granted access to all restrooms, training rooms, conference rooms, and one large break room with vending machines, refrigerators and microwaves. There are no restaurants or cafeteria facilities available. The NRC is an underground facility.

**4.4 HOURS OF OPERATIONS:** At the NRC, the Contractor shall perform work only during the National Records Center normal hours of operations, 6:00 am to 11:30 pm, Monday through Friday, unless otherwise directed by Contracting Officer. All Federal Holidays are observed. The Contractor may elect to work multiple shifts during these work hours. The Contractor shall propose how to best utilize the space and equipment during the hours of operation noted above. Working hours at alternate locations may be at the discretion of the Contractor, however USCIS support may only be available during NRC normal hours of operation. Additionally, offsite working hours may also be subject to system availability due to planned or unplanned maintenance/outages.

**4.5 TRAVEL:** Any travel completed by the Contractor under this contract will be solely at the Contractor's discretion and expense. USCIS will not provide reimbursement for travel completed under this contract.

**4.6 POST AWARD CONFERENCE:** The Contractor shall attend a Post Award Conference with the Contracting Officer and the COR no later than 10 business days after the date of award. The purpose of the Post Award Conference, chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract and review the Contractor's draft project plan. The Government will hold the Post Award Conference at the Government's facility, located at the NRC, 150 NW Space Center Loop, Lee's Summit, MO 64064 or via teleconference.

**4.7 PROJECT PLAN:** The Contractor shall provide a draft Project Plan or Work Breakdown Structure (WBS) Project/Milestone Schedule in MS Project, Microsoft Excel, Adobe PDF or other mutually acceptable format, at the Post Award Conference for Government review and comment. The Contractor shall provide a final Project Plan to the COR not later than 14 business days after the Post Award Conference.

4.7.1 The Contractor must produce a tailored Project Plan, which shall include a Quality Control Plan describing how they will meet the requirements of the contract.

**4.8 BUSINESS CONTINUITY PLAN: N/A**

**4.9 PROGRESS REPORTING:** Progress reports will be obtained via the Monthly Report and Invoice. See Section 9.0 for specific Report details

**4.10 PROGRESS MEETINGS:** The Project Manager shall be responsible for keeping the COR informed about Contractor progress throughout the performance period of this contract, and ensure Contractor activities are aligned with the tasks of this SOW. At a minimum, the Project Manager shall review the status and results of Contractor performance, including discussion of operations, the quality program, and opportunities for improvement, with the COR, and any designees, on a monthly basis via telephone or in person.

**4.11 GENERAL REPORTING REQUIREMENTS:** The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Windows 7 and Microsoft Office Applications). See Section 9.0 for specific Report details.

**4.12 INTELLECTUAL PROPERTY:** No intellectual property is anticipated to be created as a result of this contract.

**4.13 PROTECTION OF INFORMATION:** Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information. The Contractor shall ensure that all Contractor personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

**4.14 ACCESSIBILITY REQUIREMENTS (SECTION 508):**

4.14.1 Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

4.14.1.1 Section 508 Applicable EIT Accessibility Standards:

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

4.14.1.2 Section 508 Applicable Exceptions:

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned



to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

4.14.1.3 Section 508 Compliance Requirements:

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

**5.0 GOVERNMENT TERMS AND DEFINITIONS:** See Appendix 1 – Abbreviations and Acronyms.

**6.0 GOVERNMENT FURNISHED RESOURCES:**

**6.1 GOVERNMENT FURNISHED INFORMATION/TECHNOLOGY:** The Government will provide the Contractor with Federal Information Technology (IT) resources necessary to perform work at the NRC, or access to USCIS systems via authorized virtual client if working at an off-site location. These resources at the NRC include office automation equipment. In addition, the Contractor will be allowed access (with appropriate security level access) to applications and automated IT systems. Automated IT systems to which the Contractor will have access, as needed, will include the following:

- FOIA Immigration Records SysTem (FIRST)
- Central Index System (CIS) (if applicable)
- WorkPlace-as-a-Service (WPaaS)

Contractor personnel shall not load any programs or applications on Government-owned equipment.

**6.2 GOVERNMENT FURNISHED TRAINING:** The Contractor shall receive initial training in all USCIS-proprietary systems, as needed. This training will take place at the NRC by appropriate Government personnel. The schedule will be determined at the Kick-Off meeting. The Government will provide to Contractor personnel a two (2) week formal



training course on the procedures, standards, automated systems, and associated documents to accomplish tasks under Task 1, Track 2 Case Processing, as contained in this SOW.

During the two (2) weeks following formal training, Government staff will be available to support Contractor personnel with processing questions, on an as needed basis. The Contractor is responsible to provide follow-on training to Contractor personnel not available (i.e. new hires, employees without EODs), via a 'Train the Trainer' method. Additionally, the Government will provide training to Contractor personnel on newly acquired equipment, hardware, and software associated with FOIA operations and DHS proprietary systems, or newly implemented FOIA processing procedures, standards, policies or regulations, as needed. Follow-up training, as needed, will be the Contractor's responsibility.

### **6.3 GOVERNMENT FURNISHED MATERIALS:**

6.3.1 DHS Administrative Manuals and Guides: Applicable DHS Administrative Manuals and Guides to include the Security Officers Handbook will be available after contract award, as required.

6.3.2 FOIA Immigration Records SysTem (FIRST) User Guide: The automated administrative and production system for responding to requests to USCIS for information under the FOIA/PA. Manuals will be provided in a folder on the common drive for use by the Contractor.

6.3.3 Central Index System (CIS) User's Manual (If applicable): Contains instructions on the use and functions of CIS. Copy to be furnished after contract award.

### **7.0 GOVERNMENT FURNISHED PROPERTY:**

**7.1 GOVERNMENT FURNISHED EQUIPMENT:** USCIS will provide workspace with desks and other office furniture for up to 20 Contractor workstations located at the NRC. The Government will furnish computer resources, computer terminals (including the following IT equipment: computer, monitor(s), keyboard, mouse and access to a network printer) custodial services, equipment maintenance, workstation, and chair for staff based out of the NRC. The Government will provide maintenance and repairs on all Government furnished equipment unless the maintenance and repairs are required because of Contractor misuse. The Contractor shall be responsible for the cost of replacing or repairing any Government furnished equipment that is damaged due to Contractor negligence. This remedy determination shall be made at the sole discretion of the Government. Should the Contractor utilize fewer than the 20 Contractor workstations provided at the NRC, the Government may notify the Contractor of its intention to reclaim those workstations for other use. For staff who do not routinely work at the Government-owned facility, no GFE will be provided. The Contractor is expected to provide suitable IT equipment capable of providing access to USCIS' WPaaS, including a PIV card reader.

**7.2 CONSUMABLE SUPPLIES/ADMINISTRATIVE SUPPLIES:** The Government will supply all consumable and administrative supplies required for staff located at the NRC in a reasonable amount necessary to perform required tasks under the scope of the contract. The Contractor shall maintain and manage a sufficient level of identified supplies to perform job tasks. The Contractor shall be required to complete a supply requisition, to replenish supplies and submit the requisition to the COR for approval. Lack of supplies will not exempt the Contractor from performing tasks unless a work surge or other issues occur. Consumable and administrative supplies will not be provided by the Government for staff who do not routinely work at the Government-owned facility.

**7.3 WORK AREA CLEANLINESS:** At the NRC, the Contractor shall keep assigned work area floors clear of debris such as paper clips, binder clips, Acco-fasteners, rubber bands, routing slips, buck slips, paper, etc. The Contractor shall also be responsible for maintaining clean desktop surfaces and/or other work surfaces. This is to be completed at the end of each shift, as applicable.

**8.0 GOVERNMENT ACCEPTANCE PERIOD:**

Contractor casework products will be reviewed and accepted in accordance with Section 2.0.

The COR will review all other contract deliverables prior to acceptance and provide the Contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

**8.1** The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the contract. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

**8.2** The COR will have 3 business days to review deliverables and make comments. The Contractor shall have 3 business days to make corrections and redeliver. This is considered a non-invoicing activity.

**8.3** All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

**9.0 DELIVERABLES:**

**9.1 SCHEDULES FOR DELIVERABLES:**

Item	SOW Reference	Deliverable/Event	Expected Due Date	Distribution
1	4.1	Submission of Security Packages to the Office of Security and Integrity	Within 30 days of award	COR/OSI
2	4.6	Post Award Conference	Within 10 business days of award	N/A
3	4.7	Draft Project Plan (including Quality Control Plan)	At Post Award Conference	COR, Contracting Officer
4	4.7	Final Project Plan	Within 14 business days after Post Award Conference	COR, Contracting Officer
5	4.9; 9.3	Monthly Status Report and Invoice	Within 5 business days of prior months end	COR, Contracting Officer, USCIS Electronic Invoicing System
6	9.2	Standard Operating Procedures (SOPs)	5 business days prior to full performance commencement	COR
7	9.4	Return of Contractor Developed Materials and Government Furnished Information	Within 5 days of contract completion	COR
8		E-Verify Attestation of all Employees	Within 30 days of award	CO and CS
9	Clause 3052.204-71	Privacy Awareness Training	Within 15 days of award	COR who will send to Privacy Office
10		Redacted Award emailed to FOIA Reading Room	Within 15 days of award	CO and CS

**9.2 STANDARD OPERATING PROCEDURES (SOPS):** The Contractor shall develop SOPs, as needed, to document their processes and provide reference information to their employees. The Contractor will submit to COR all necessary SOPs for review. The Contractor will submit any revision or updates to SOPs after initial submission to the COR for review.

**9.3 REPORTING REQUIREMENTS:** Monthly status report shall outline accomplishments for the month for each task identified in the SOW, significant problems

encountered and actions taken to resolve them and shall identify percent of task completed to date. The report shall identify such items as: number of cases processed; number of cases rejected; number of on-boarded employees; number of employees processing cases; issues/problems encountered; resolution and/or recommendations to resolve said issues/problems; and plans for the following reporting period and any other information as directed by the COR.

**9.4 RETURN OF MATERIALS:** All materials developed by the Contractor for use during the performance of this contract, that use Government provided data, shall become sole property of the Government. Materials include, but are not limited to: Standard Operating Procedures; database programs; database products; spreadsheet programs; spreadsheet products; search programs and products; Government business related training materials (e.g. training videos, orientation programs, manuals, etc.); studies; reports (e.g. on productivity, accuracy, etc.); quality analysis and data gathered. **ALL SUCH MATERIALS, AND GOVERNMENT FURNISHED INFORMATION, SHALL BE DELIVERED TO THE COR WITHIN 5 DAYS OF COMPLETING CONTRACT.**

## APPENDIX 1

## ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
5 U.S.C. §552	The Freedom of Information Act.
5 U.S.C. §552a	The Privacy Act.
Acceptable Quality Level	The definition of the minimum standard that must be met before the Government will accept a task/service from a Contractor.
A-Files	Alien File. A series of records, regardless of medium, consisting of numbered files prefixed with an “A” that are used to document the process or history of an applicant for immigration, an immigrant, or a person who broke immigration law. The Alien File contains all documentation relating to a given individual, identified by the A-number. Note: Non-Immigrant aliens do not have A-files.
Alien	Any person not a citizen or national of the United States.
A-Number	A number assigned to the individual at the time an A-File is created or a record is created in CIS.
AQL	<i>See Acceptable Quality Level.</i>
Central Index System	A large, centralized database containing summary data about the existence and status of most aliens known to the DHS, the location of their A-Files, and the location of other information pertaining to an alien in other mission-orient databases.
CIS	<i>See Central Index System.</i>
CFR	Code of Federal Regulations.
Classified Information	Any information that has been determined, pursuant to Executive Order 12356 or any predecessor order, to require protection against unauthorized disclosure. The classifications TOP SECRET, SECRET, and CONFIDENTIAL are used to classify such information.
CLIN	Contract Line Item.
COR	A USCIS representative that functions as a liaison between the Contractor and USCIS.
Data	A specific form of information; sets of individual facts.
DHS	Department of Homeland Security.
Document	Recorded information, regardless of physical form or characteristics and is often used interchangeably with “Record.”
EB-5 Program	The Immigrant Investor Program, also known as EB-5, is a program, administered by USCIS, which sets aside EB-5 visas for participants who invest in commercial enterprises associated with regional centers approved by USCIS based on proposals for promoting economic growth.
EOD	Entry on duty.
Exemption	The specific legal reason a portion of a record cannot be released.

FOIA Backlog Reduction Support Services

File	(1) Usually an accumulation of records or non-records material arranged according to a plan. Sometimes an accumulation of personal papers so arranged. (2) A unit, such as a folder, microform, or electronic medium, containing such records, non-record material, or personal papers.
FIRST	FOIA Immigration Records SysTem – A computer system used to track, electronically process, and prepare the necessary documents and reports for FOIA/PA.
FOIA	The Freedom of Information Act.
FOIA Backlog	FOIA requests that are over 20 days old.
FOIA Immigration Records SysTem	<i>See FIRST.</i>
Immigrant	Any alien in the United States, except one legally admitted under specific nonimmigrant categories (INA section 101(a) (15)). An illegal alien who entered the United States without inspection, for example, would be strictly defined as an immigrant under the INA, but is not a permanent resident alien. Lawful permanent residents are legally accorded the privilege of residing permanently in the United States. They may be issued immigrant visas by the Department of State overseas or adjusted to permanent resident status by the Immigration and Naturalization Service in the United States.
Immigrant Investor Program	<i>See EB-5 Program.</i>
ISSO	Information System Security Officer.
IT	Information Technology.
Legal Permanent Resident	Status of having been lawfully accorded the privilege of residing and working permanently in the US as an immigrant in accordance with the immigration laws.
LPR	<i>See Legal Permanent Resident.</i>
National Records Center	<i>See NRC.</i>
Non-Record	Government-owned documentary materials that do not meet the conditions of record status or that are specifically excluded from status as records by statute.
NRC	National Records Center – A national facility for the low-cost storage and servicing of DHS Records.
ODCs	Other Direct Costs.
OSI	Office of Security & Integrity.
PA	The Privacy Act.
PAS	Performance Analysis System – A computer program used to capture workload information.
Receipt File	File created to hold an application/petition, and all supporting documents for a particular applicant.
Records	Records include all books, papers, maps, photographs, machine-readable

FOIA Backlog Reduction Support Services

	materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of the data in them (44 U.S.C. 3301).
Redact	Withhold or conceal the information that cannot be released to a requestor.
Requestor	The individual who is asking for the information.
SOP	Standard Operating Procedures – The written procedures for the way a process is done.
Track 1 Case	Track 1 is for less complex cases in which a requester needs only one or only a few specific documents from the file.
Track 2 Case	Track 2 is for cases that are more complex than Track 1 cases, based on the type or nature of the request. Examples of a complex case include requesting a complete (or majority) copy of a file, requests from the news media, or special interest groups.
USCIS	United States Citizenship and Immigration Services.
VAR	Visit Authorization Request.



## APPENDIX 2

### ERROR ASSESSMENT GUIDE

This document is intended to provide guidance to Government Approvers/Quality Assurance staff in assessing errors toward the Contractor Processor's accuracy rate. This provides general guidance only and final error assessment rests with the COR or FOIA Government Technical Point of Contact.

**Type 1** is an error, minor in nature, that is without foreseeable harm. These errors **will not count** toward the Contractor Processor's accuracy rate *unless a pattern of frequent infractions exist.* Examples of errors that may fall under this category include:

- Withholding in full a document that should have been partially redacted
- Excessive withholding of material
- Incorrect referral
- Isolated release of PII, including law enforcement.
- Failure to follow guidance on case note summaries
- Failure to apply correct exemptions to redacted material
- Failure to refer information to another agency

**Type 2** is an error that is considered significant. These errors **will count** toward the Contractor Processor's accuracy rate. Examples of errors that may fall under this category include:

- Failure to redact material found in investigative or law enforcement type documents
- Releasing National Security Information
- Failure to include an explanation of the exemption(s) applied to a case in the Final Action Letter
- Incorrect page counts on Final Action Letters
- Processing a case as a FOIA when the subject is a PA and vice versa
- Processing a case without Subject's consent
- Processing an incorrect record or A# from what was requested

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5106  
Daniel W. Simms Division of | Revision No.: 9  
Director Wage Determinations | Date Of Last Revision: 07/16/2019

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Kansas Missouri

Area: Kansas Counties of Johnson Leavenworth Linn Miami Wyandotte

Missouri Counties of Bates Caldwell Cass Clay Clinton Jackson Lafayette  
Platte Ray

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## \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.45
01012 - Accounting Clerk II		17.34
01013 - Accounting Clerk III		19.40
01020 - Administrative Assistant		27.26
01035 - Court Reporter		22.17
01041 - Customer Service Representative I		13.54
01042 - Customer Service Representative II		15.23
01043 - Customer Service Representative III		16.62
01051 - Data Entry Operator I		14.46
01052 - Data Entry Operator II		15.78
01060 - Dispatcher Motor Vehicle		20.35
01070 - Document Preparation Clerk		16.21
01090 - Duplicating Machine Operator		16.21
01111 - General Clerk I		12.95
01112 - General Clerk II		14.22
01113 - General Clerk III		15.96
01120 - Housing Referral Assistant		20.79
01141 - Messenger Courier		14.34
01191 - Order Clerk I		15.40
01192 - Order Clerk II		17.28
01261 - Personnel Assistant (Employment) I		16.17
01262 - Personnel Assistant (Employment) II		17.97
01263 - Personnel Assistant (Employment) III		20.54
01270 - Production Control Clerk		24.75
01290 - Rental Clerk		14.97
01300 - Scheduler Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.90
01313 - Secretary III		20.79
01320 - Service Order Dispatcher		21.18
01410 - Supply Technician		27.26

01420 - Survey Worker	17.02
01460 - Switchboard Operator/Receptionist	13.87
01531 - Travel Clerk I	15.69
01532 - Travel Clerk II	16.94
01533 - Travel Clerk III	18.18
01611 - Word Processor I	16.02
01612 - Word Processor II	17.99
01613 - Word Processor III	20.12
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.30
05010 - Automotive Electrician	20.58
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.81
05130 - Motor Equipment Metal Mechanic	21.48
05160 - Motor Equipment Metal Worker	19.42
05190 - Motor Vehicle Mechanic	21.70
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	18.12
05280 - Motor Vehicle Wrecker	19.42
05310 - Painter Automotive	20.58
05340 - Radiator Repair Specialist	19.42
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	21.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	12.33
07042 - Cook II	14.24
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.31
07210 - Meat Cutter	17.93
07260 - Waiter/Waitress	9.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	15.75
09080 - Furniture Refinisher	21.23
09090 - Furniture Refinisher Helper	17.01

09110 - Furniture Repairer Minor	19.27
09130 - Upholsterer	15.29
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.73
11060 - Elevator Operator	12.93
11090 - Gardener	19.56
11122 - Housekeeping Aide	12.93
11150 - Janitor	12.93
11210 - Laborer Grounds Maintenance	14.98
11240 - Maid or Houseman	10.52
11260 - Pruner	13.52
11270 - Tractor Operator	17.98
11330 - Trail Maintenance Worker	14.98
11360 - Window Cleaner	14.25
12000 - Health Occupations	
12010 - Ambulance Driver	17.67
12011 - Breath Alcohol Technician	19.91
12012 - Certified Occupational Therapist Assistant	28.10
12015 - Certified Physical Therapist Assistant	26.53
12020 - Dental Assistant	19.19
12025 - Dental Hygienist	34.95
12030 - EKG Technician	27.75
12035 - Electroneurodiagnostic Technologist	27.75
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	17.80
12072 - Licensed Practical Nurse II	19.91
12073 - Licensed Practical Nurse III	22.19
12100 - Medical Assistant	16.37
12130 - Medical Laboratory Technician	20.66
12160 - Medical Record Clerk	17.70
12190 - Medical Record Technician	19.80
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	37.23
12221 - Nursing Assistant I	11.59
12222 - Nursing Assistant II	13.04
12223 - Nursing Assistant III	14.23
12224 - Nursing Assistant IV	15.97

12235 - Optical Dispenser	16.47
12236 - Optical Technician	14.95
12250 - Pharmacy Technician	15.12
12280 - Phlebotomist	17.01
12305 - Radiologic Technologist	27.23
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	27.27
12313 - Registered Nurse II Specialist	27.27
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III Anesthetist	33.15
12316 - Registered Nurse IV	39.45
12317 - Scheduler (Drug and Alcohol Testing)	24.65
12320 - Substance Abuse Treatment Counselor	19.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.13
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	32.01
13041 - Illustrator I	19.30
13042 - Illustrator II	23.90
13043 - Illustrator III	29.24
13047 - Librarian	30.95
13050 - Library Aide/Clerk	11.15
13054 - Library Information Technology Systems Administrator	23.49
13058 - Library Technician	14.93
13061 - Media Specialist I	18.41
13062 - Media Specialist II	20.60
13063 - Media Specialist III	22.96
13071 - Photographer I	17.20
13072 - Photographer II	19.24
13073 - Photographer III	23.84
13074 - Photographer IV	29.17
13075 - Photographer V	35.29
13090 - Technical Order Library Clerk	15.81
13110 - Video Teleconference Technician	20.82
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.03

14042 - Computer Operator II	17.93
14043 - Computer Operator III	19.99
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.61
14071 - Computer Programmer I	(see 1) 22.38
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.03
14160 - Personal Computer Support Technician	23.48
14170 - System Support Specialist	29.37
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.00
15020 - Aircrew Training Devices Instructor (Rated)	33.88
15030 - Air Crew Training Devices Instructor (Pilot)	40.61
15050 - Computer Based Training Specialist / Instructor	28.00
15060 - Educational Technologist	29.30
15070 - Flight Instructor (Pilot)	40.61
15080 - Graphic Artist	25.30
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.61
15086 - Maintenance Test Pilot Rotary Wing	40.61
15088 - Non-Maintenance Test/Co-Pilot	40.61
15090 - Technical Instructor	24.09
15095 - Technical Instructor/Course Developer	29.48
15110 - Test Proctor	19.46
15120 - Tutor	19.46
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.11
16030 - Counter Attendant	10.11
16040 - Dry Cleaner	13.03
16070 - Finisher Flatwork Machine	10.11
16090 - Presser Hand	10.11
16110 - Presser Machine Drycleaning	10.11
16130 - Presser Machine Shirts	10.11



16160 - Presser Machine Wearing Apparel Laundry	10.11
16190 - Sewing Machine Operator	14.00
16220 - Tailor	14.97
16250 - Washer Machine	11.13
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.66
19040 - Tool And Die Maker	32.18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.24
21030 - Material Coordinator	24.75
21040 - Material Expediter	24.75
21050 - Material Handling Laborer	16.19
21071 - Order Filler	13.52
21080 - Production Line Worker (Food Processing)	19.24
21110 - Shipping Packer	15.97
21130 - Shipping/Receiving Clerk	15.97
21140 - Store Worker I	14.54
21150 - Stock Clerk	19.91
21210 - Tools And Parts Attendant	19.24
21410 - Warehouse Specialist	19.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23019 - Aircraft Logs and Records Technician	23.30
23021 - Aircraft Mechanic I	27.63
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	29.83
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft Painter	26.47
23060 - Aircraft Servicer	23.30
23070 - Aircraft Survival Flight Equipment Technician	26.47
23080 - Aircraft Worker	24.98
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.98
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.63
23110 - Appliance Mechanic	21.23
23120 - Bicycle Repairer	20.31

23125 - Cable Splicer	40.77
23130 - Carpenter Maintenance	25.73
23140 - Carpet Layer	25.78
23160 - Electrician Maintenance	30.70
23181 - Electronics Technician Maintenance I	26.08
23182 - Electronics Technician Maintenance II	28.85
23183 - Electronics Technician Maintenance III	30.13
23260 - Fabric Worker	22.14
23290 - Fire Alarm System Mechanic	23.54
23310 - Fire Extinguisher Repairer	20.54
23311 - Fuel Distribution System Mechanic	33.04
23312 - Fuel Distribution System Operator	25.85
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	27.63
23381 - Ground Support Equipment Servicer	23.30
23382 - Ground Support Equipment Worker	24.98
23391 - Gunsmith I	20.54
23392 - Gunsmith II	23.73
23393 - Gunsmith III	26.26
23410 - Heating Ventilation And Air-Conditioning Mechanic	25.08
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	26.08
23430 - Heavy Equipment Mechanic	26.01
23440 - Heavy Equipment Operator	27.83
23460 - Instrument Mechanic	24.78
23465 - Laboratory/Shelter Mechanic	25.15
23470 - Laborer	14.21
23510 - Locksmith	23.93
23530 - Machinery Maintenance Mechanic	26.33
23550 - Machinist Maintenance	22.01
23580 - Maintenance Trades Helper	16.31
23591 - Metrology Technician I	24.78
23592 - Metrology Technician II	25.77
23593 - Metrology Technician III	26.75
23640 - Millwright	34.31
23710 - Office Appliance Repairer	21.38

23760 - Painter Maintenance	21.23
23790 - Pipefitter Maintenance	29.78
23810 - Plumber Maintenance	28.53
23820 - Pneudraulic Systems Mechanic	26.26
23850 - Rigger	24.78
23870 - Scale Mechanic	23.73
23890 - Sheet-Metal Worker Maintenance	29.58
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	24.15
23932 - Telecommunications Mechanic II	25.12
23950 - Telephone Lineman	24.54
23960 - Welder Combination Maintenance	22.01
23965 - Well Driller	28.22
23970 - Woodcraft Worker	26.26
23980 - Woodworker	20.54
24000 - Personal Needs Occupations	
24550 - Case Manager	15.99
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	10.93
24620 - Family Readiness And Support Services Coordinator	15.99
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.79
25040 - Sewage Plant Operator	22.55
25070 - Stationary Engineer	27.79
25190 - Ventilation Equipment Tender	20.00
25210 - Water Treatment Plant Operator	22.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.03
27007 - Baggage Inspector	15.60
27008 - Corrections Officer	18.89
27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	17.45
27040 - Detention Officer	18.89
27070 - Firefighter	22.60

27101 - Guard I	15.60
27102 - Guard II	17.45
27131 - Police Officer I	22.54
27132 - Police Officer II	25.04
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.50
28042 - Carnival Equipment Repairer	13.59
28043 - Carnival Worker	9.39
28210 - Gate Attendant/Gate Tender	15.25
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.05
28510 - Recreation Aide/Health Facility Attendant	12.45
28515 - Recreation Specialist	20.63
28630 - Sports Official	13.59
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.76
29020 - Hatch Tender	33.76
29030 - Line Handler	33.76
29041 - Stevedore I	31.50
29042 - Stevedore II	35.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.09
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.68
30021 - Archeological Technician I	18.04
30022 - Archeological Technician II	20.18
30023 - Archeological Technician III	24.76
30030 - Cartographic Technician	25.01
30040 - Civil Engineering Technician	25.38
30051 - Cryogenic Technician I	25.41
30052 - Cryogenic Technician II	28.08
30061 - Drafter/CAD Operator I	18.04
30062 - Drafter/CAD Operator II	20.18
30063 - Drafter/CAD Operator III	22.51
30064 - Drafter/CAD Operator IV	27.69
30081 - Engineering Technician I	15.54

30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	23.01
30095 - Evidence Control Specialist	22.95
30210 - Laboratory Technician	22.08
30221 - Latent Fingerprint Technician I	23.39
30222 - Latent Fingerprint Technician II	25.84
30240 - Mathematical Technician	25.01
30361 - Paralegal/Legal Assistant I	19.19
30362 - Paralegal/Legal Assistant II	23.77
30363 - Paralegal/Legal Assistant III	29.08
30364 - Paralegal/Legal Assistant IV	35.18
30375 - Petroleum Supply Specialist	28.08
30390 - Photo-Optics Technician	25.01
30395 - Radiation Control Technician	28.08
30461 - Technical Writer I	22.96
30462 - Technical Writer II	30.90
30463 - Technical Writer III	33.99
30491 - Unexploded Ordnance (UXO) Technician I	24.85
30492 - Unexploded Ordnance (UXO) Technician II	30.06
30493 - Unexploded Ordnance (UXO) Technician III	36.03
30494 - Unexploded (UXO) Safety Escort	24.85
30495 - Unexploded (UXO) Sweep Personnel	24.85
30501 - Weather Forecaster I	27.69
30502 - Weather Forecaster II	33.68
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.51
30621 - Weather Observer Senior	(see 2) 25.01
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.06
31020 - Bus Aide	13.72
31030 - Bus Driver	19.30
31043 - Driver Courier	15.24
31260 - Parking and Lot Attendant	12.07

31290 - Shuttle Bus Driver	16.57
31310 - Taxi Driver	11.56
31361 - Truckdriver Light	16.57
31362 - Truckdriver Medium	21.15
31363 - Truckdriver Heavy	22.03
31364 - Truckdriver Tractor-Trailer	22.03
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.66
99030 - Cashier	10.44
99050 - Desk Clerk	10.39
99095 - Embalmer	23.99
99130 - Flight Follower	24.85
99251 - Laboratory Animal Caretaker I	13.18
99252 - Laboratory Animal Caretaker II	14.33
99260 - Marketing Analyst	29.69
99310 - Mortician	30.24
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	15.44
99710 - Recycling Laborer	17.70
99711 - Recycling Specialist	21.25
99730 - Refuse Collector	15.97
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	11.75
99830 - Survey Party Chief	24.54
99831 - Surveying Aide	15.26
99832 - Surveying Technician	20.89
99840 - Vending Machine Attendant	14.74
99841 - Vending Machine Repairer	18.47
99842 - Vending Machine Repairer Helper	14.74

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the covered contracts. \*

\*This rate is to be used only when compensating employees for performance on an SCA-



covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."