

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER REC140057		PAGE OF 1 24	
2. CONTRACT NO. HSSCCG-14-A-00028		3. AWARD/ EFFECTIVE DATE 09/30/2014	4. ORDER NUMBER		5. SOLICITATION NUMBER HSSCCG-14-Q-00626		6. SOLICITATION ISSUE DATE 08/15/2014
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Timothy Simmons		d. TELEPHONE NUMBER (No collect calls) 802-872-4632		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403			CODE CIS	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 518210 SIZE STANDARD: \$30.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO As Indicated On Each Call			CODE	16. ADMINISTERED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403			
17a. CONTRACTOR/ OFFEROR INFOVISION 21 INC 6077 FRANTZ ROAD SUITE 105 DUBLIN OH 430173373		CODE (b)(4)	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call			
TELEPHONE NO.		CODE (b)(4)	FACILITY CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-03E-0057V DUNS Number (b)(4) This single award BPA is for Microfilm Scanning and Metadata Capture Services as detailed in the Statement of Work. The estimated value of the BPA is \$1,015,983.60 as detailed in the Pricing Schedule. Calls issued against the BPA will be issued on a Firm Fixed Price basis. The BPA has been established from GSA Schedule 36 SIN 51-506. AAP Number: F2014022560 DO/DPAS Rating: NONE Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Bapaiah Koneru</u> OFFER DATED <u>09/05/2014</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <u>eBuy Quote</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) SHAWN T. JENKIN		31c. DATE SIGNED 09/30/2014	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 09/30/2014 to 09/29/2016 HSSCCG-14-A-00028 CONTINUATION: A. PRICING SCHEDULE B. SOW C. SECURITY CLAUSE REQUIREMENTS D. PRIVACY CLAUSE REQUIREMENTS E. TERMS & CONDITIONS F. CLAUSES				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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A. PRICING SCHEDULE

In accordance with the Statement of Work, pricing for this BPA is as follows:

(b)(4)

YEAR 1

CLIN	SERVICES	UNIT PRICE	ESTIMATED QUANTITY	UNIT	TOTAL PRICE
0001	AR2 Conversion IAW the SOW Specific Tasks				
0002	C-File CN (16mm) Conversion IAW the SOW Specific Tasks				
0003	C-File CN (35mm) Conversion IAW the SOW Specific Tasks				
0004	OM-C Conversion IAW the SOW Specific Tasks				
0005	129/C Conversion IAW the SOW Specific Tasks				
0006	MicroText Conversion IAW the SOW Specific Tasks				
0007	Closed Docket Conversion IAW the SOW Specific Tasks				
0008	Decentralized Cards Conversion IAW the SOW Specific Tasks				
				YEAR 1 TOTAL	\$507,991.80

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YEAR 2

(b)(4)

CLIN	SERVICES	UNIT PRICE	ESTIMATED QUANTITY	UNIT	TOTAL PRICE
1001	AR2 Conversion IAW the SOW Specific Tasks				
1002	C-File CN (16mm) Conversion IAW the SOW Specific Tasks				
1003	C-File CN (35mm) Conversion IAW the SOW Specific Tasks				
1004	OM-C Conversion IAW the SOW Specific Tasks				
1005	129/C Conversion IAW the SOW Specific Tasks				
1006	MicroText Conversion IAW the SOW Specific Tasks				
1007	Closed Docket Conversion IAW the SOW Specific Tasks				
1008	Decentralized Cards Conversion IAW the SOW Specific Tasks				
				YEAR 2 TOTAL	\$507,991.80

B. SOW

Department of Homeland Security
U.S. Citizenship and Immigration Services
Enterprise Services Directorate
Statement of Work (SOW)
Microfilm Scanning and Metadata Capture

Project Title:

Microfilm Scanning and Metadata Capture

Overview:

USCIS and its predecessor organization has been the custodian for immigration records since the federal government preempted the authority of individual states in 1890. The number of the documents and versions of forms increased with changes in immigration law and naturalization processes over the ensuing 125 years.

Significant efforts to organize and preserve the records occurred in both the 1940s and mid-1970s. The primary archival format for records prior to 1975 became microfilm. In the early 2000s USCIS undertook an initiative to address the limitations of searching and retrieving records from microfilm by making the information digitally accessible. The effort involved digitizing a portion of the microfilm collection and making it available in an electronic content management system called MiDAS (**M**icrofilm **D**igital **A**ccess **S**ystem). Limited funding made it impossible to digitize and key the metadata for the entire collection.

USCIS has identified 3,409 reels of microfilm (representing over 12 million images) remaining to be digitized. The collection is comprised primarily of 16mm microfilm with at least one of the document collections including 35mm film. Microfilm is primarily Diazo copies. The quality of the microfilm images is highly variable, ranging from excellent to very poor both by the reel and within the reel. The presence of blips and/or document separators is highly variable within the collections.

Objective:

The objective of this requirement is to digitize the microfilm records of immigration and naturalization events. This effort should also provide for the capture of any associated metadata to enable the effective search and retrieval of critical data from the associated repository. The information contained within these records is used for two primary purposes:

- Determining benefit eligibility (e.g. social security, Medicare, etc.)
- Answering request for Genealogy Research

Table 1 includes the "best available information" on the set of microfilm to be digitized. The "average number of images per reel" and the "average pages/document" as well as the derived information are estimates. As such, the estimates may significantly vary from the actual collections. The information is to be used by all vendors in developing their pricing.

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File Type	Reels	Est. Images/ Reel	Estimated Images	Average Pages/Doc	Estimated Documents	Keyed Metadata **	Characters / Field	Output	
								PDF	JPG
AR2	1197	3300	3,950,100	2	1,975,050	A-Number	7	X	X
C-File CN (16mm)	1729	3300	5,705,700	5	1,141,140	C-Number	Up to 7	X	X
C-File CN (35mm)	334	6600	2,204,400	10	220,440	C-Number	Up to 7	X	X
OM-C	72	3300	237,600	15	15,840	C-Number	Up to 5	X	X
129/C	29	3300	95,700	1	95,700	C-Number	Up to 6	X	X
MicroText	36	6600	237,600	1	237,600	A-Number or C-Number or Both	7 or 8 Up to 7 Up to 15		X
Closed Docket	4	3300	13,200	1	13,200	A-Number	Either 7 or 8		X
Decentralized Cards	8	3300	26,400	1	26,400	A-Number	Either 7 or 8		X
Total	3409		12,470,700		3,725,370				

Table 1

**Metadata is readily identifiable on the first page of the document. USCIS anticipates no additional charges for non-keyed data including File Type and Reel Number which can be captured during batch setup or for Image Frame Number which can be captured by the scanner.

The microfilm contains personally identifiable information (PII) and is subject to requirements of the Privacy Act of 1974. Accordingly appropriate safeguards of the microfilm and its derivatives must be provided during transport, storage, processing and return to USCIS.

Specific Tasks:

- 1) The contractor shall secure, transport, store, and return all microfilm with documented chain of custody from pickup of microfilm through processing and return to the Federal Records Center in Suitland, MD
- 2) Image and capture metadata, using US citizens, in a facility that meets DHS requirements to process "For Official Use Only" (FOUO) or Public Trust documents
- 3) Repair microfilm reels as required for scanning
- 4) Remove dust and debris from microfilm as part of the scanning process, i.e. "sticky" rollers
- 5) Capture of 100% of the images on the microfilm
 - a) 8-bit grayscale at 300 DPI
 - b) De-skew images

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- c) Enhance images as required to improve legibility and usefulness
- 6) Conduct 100% image quality control with document definition in accordance with business rules to be provided by USCIS
- 7) Capture the required metadata at a minimum 99% accuracy including the following information:
 - a) Reel Number
 - b) Frame number (auto capture)
 - c) File Type (all images on a roll of film are the same File Type)
 - d) Blind key, double entry of the A-Number, C-Number, or both A-Number and C-Number as specified in Table 1
- 8) Digitized output shall be provided back to the government in two formats
 - a) Single page JPEGs
 - b) Adobe PDF/X

Key Personnel:

Key personnel are those individuals assigned to the positions indicated below and are considered to be essential to the work the contractor agrees to perform hereunder:

- 1) Project Manager

Skills & Qualifications

- a) Ten years of project management experience with a minimum 5 years in managing large scale document conversion projects.
- b) Demonstrated domain expertise in document conversion processes and technologies to include but not be limited to microfilm scanning, image enhancement technologies, metadata keying methods and American Society of Quality Control statistical sampling standards and best practices.

The project manager shall act as the single point of contact with the USCIS Contracting Officer Representative (COR) and USCIS subject matter experts (SMEs).

Deliverables:

The contractor shall provide all deliverables to the Contracting Officer's Representative (COR) as specified in the SOW, for review and acceptance. The contractor shall provide the deliverables in electronic format identified below. All documentation developed by the contractor shall become the property of the government and shall not contain proprietary markings. The government will have 15-days to review and provide comments to the contractor prior to acceptance of all deliverables. The contractor must then respond as described above within 14-days after receipt of government comments.

- 1) Non-disclosure agreements for every person involved in the project (prior to commencement of processing and updated with staff changes)
- 2) Inventory tracking (monthly and on request)
 - a) Microfilm Reels: received, in process, returned

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- b) Delivery media with mapping to completed microfilm reels
 - i) No splitting of microfilm reels across Delivery Media
 - c) Accepted conversion products
 - d) Disputed conversion products
 - e) Reprocessed conversion products
- 3) Performance Issue Tracking (monthly and on request)

USCIS will complete testing of the image and metadata deliverables within 10 business days of delivery, using ASQ Z1.4/Z1.9 sampling techniques. USCIS will notify the vendor of the deliverables that do not meet acceptance criteria within 15 days of delivery. Any rejected deliverable will be returned for reprocessing at no additional charge to USCIS.

Place of Performance:

The primary place of performance will be at the contractor's facilities.

Hours of Operation:

Normal duty hours for the government are within the hours of 7:00 am to 6:00 pm, Monday through Friday, excluding government holidays.

Government Holidays:

A current list of Federal government holidays for the base period of performance and option periods is located at the following website:

http://www.opm.gov/Operating_Status_Schedules/fedhol/2011.asp

Contract Status Meetings:

The contractor shall meet with the COR on or before the 20th calendar day of each month to review and discuss:

- a. Project progress
- b. Compliance with project schedule and deliverables
- c. Project activities scheduled for following month
- d. Issues that could positively or negatively impact the project deliverables or schedule

The CO may participate in these monthly progress meetings. Representatives from supported offices will be invited to participate in these meetings as well.

Post Award Conference:

The contractor shall meet with the COR for a post award orientation conference after award. The purpose of the meeting will be to identify primary points of contact, discuss scope, tasks, and understanding of technical approach.

C. SECURITY CLAUSE REQUIREMENTS:

General

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

Suitability Determination

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

Background Investigations

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive but unclassified information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract as outlined in the Position Designation Determination (PDD) for Contractor Personnel. 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 Position Designation Determination form 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:

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1. DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement"
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Form DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
4. Position Designation Determination for Contract Personnel Form
5. Foreign National Relatives or Associates Statement
6. OF 306, Declaration for Federal Employment (approved use for Federal Contract Employment)
7. ER-856, "Contract Employee Code Sheet"

Employment Eligibility

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

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

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

Continued Eligibility

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Officer's Representative (COR) will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract. In accordance with USCIS policy, contractors are required to undergo a periodic reinvestigation every five years. Security documents will be submitted to OSI PSD within ten business days following notification of a contractor's reinvestigation requirement.

In support of the overall USCIS mission, Contractor employees are required to complete one-time or annual DHS/USCIS mandatory trainings. The Contractor shall certify annually, but

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no later than December 31st each year, 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 Continuity of Operations Awareness Training** (one-time training for contractors identified as providing an essential service)
- **USCIS Office Safety Training** (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)
- **USCIS Fire Prevention and Safety Training** (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)

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

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

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.

D. SECURITY OF SYSTEMS HANDLING PERSONALLY IDENTIFIABLE INFORMATION AND PRIVACY INCIDENT RESPONSE / PRIVACY CLAUSE REQUIREMENTS:

General

U.S. Citizenship and Immigration Services (USCIS) has determined that performance of this contract requires the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), to access information that meet the definition of Personally Identifiable Information (PII) and/or Sensitive PII, set forth below. Accordingly, the Contractor will adhere to the following:

(a) Definitions

“Breach” (may be used interchangeably with “Privacy Incident”) as used in this clause means the loss of control, compromise, unauthorized disclosure, acquisition, and/or access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to Personally Identifiable Information, in usable form whether physical or electronic.

“Personally Identifiable Information (PII)” as used in this clause means any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual regardless of whether the individual is a citizen of the United States, legal permanent resident, or a visitor to the United States. Sensitive PII is a subset of PII which requires additional precautions to prevent exposure or compromise.

Examples of PII include: 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), Internet protocol addresses, biometric identifiers (e.g., fingerprints), 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 Personally Identifiable Information (Sensitive PII)” as used in this clause is a subset of Personally Identifiable Information, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Complete social security numbers (SSN), alien registration numbers (A-number) and biometric identifiers (such as fingerprint, voiceprint, or iris scan) are considered Sensitive PII even if they are not coupled with additional PII. Additional examples include any groupings of information that contains an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Driver’s license number, passport number, or truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Financial information such as account numbers or Electronic Funds Transfer Information

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- (5) Medical Information
- (6) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other Personally Identifiable information may be "sensitive" depending on its context, such as a list of employees with less than satisfactory 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 it is not sensitive.

(b) Systems Access

Work to be performed under this contract requires the handling of PII and/or Sensitive PII. The contractor shall provide USCIS access to, and information regarding systems the contractor operates on behalf of USCIS under this contract, when requested by USCIS, as part of its responsibility to ensure compliance with security requirements, and shall otherwise cooperate with USCIS in assuring compliance with such requirements. USCIS access shall include independent validation testing of controls, system penetration testing by USCIS, Federal Information Security Management Act (FISMA) data reviews, and access by agency Inspectors General for its reviews.

(c) Systems Security

In performing its duties related to management, operation, and/or access of systems, owned and or operated by USCIS as well as by the contractor, containing PII and/or Sensitive PII under this contract, the contractor, its employees and subcontractors shall comply with applicable security requirements described in Department of Homeland Security (DHS) Sensitive System Publication 4300A or any superseding publication, and Rules of Behavior.

In addition, use of contractor-owned laptops or other mobile media storage devices to include external hard drives and memory sticks to process or store PII/Sensitive PII is prohibited under this contract unless the Contracting Officer (CO) in coordination with the USCIS Chief Information Security Officer (CISO) approves. If approval is granted the contractor shall provide written certification that the following minimum requirements are met:

- (1) Laptops shall employ full disk encryption using NIST Federal Information Processing Standard (FIPS) 140-2 or successor approved product;
- (2) Mobile computing devices use anti-viral software and a host-based firewall mechanism;
- (3) When no longer needed, all mobile media and laptop hard drives shall be processed (i.e., sanitized, degaussed, and/or destroyed) in accordance with DHS security requirements set forth in DHS Sensitive System Publication 4300A. The USCIS reserves the right to audit random media for effectiveness of sanitization or degaussing. The contractor shall provide the requested equipment to USCIS no later than 15 days from the date of the request.
- (4) The contractor shall maintain an accurate inventory of devices used in the performance of this contract and be made available upon request from USCIS;

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- (5) All Sensitive PII obtained under this contract shall be removed from contractor-owned information technology assets upon termination or expiration of contractor work. Removal must be accomplished in accordance with DHS Sensitive System Publication 4300A, which the Contracting Officer will provide upon request. Certification of data removal will be performed by the contractor's Project Manager and written notification confirming certification will be delivered to the contracting officer within 15 days of termination/expiration of contractor work.

(d) Data Security

Contractor shall limit access to the data covered by this clause to those employees and subcontractors who require the information in order to perform their official duties under this contract. The contractor, contractor employees, and subcontractors must physically secure PII/Sensitive PII when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss. When PII/Sensitive PII is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed through means that will make the PII/Sensitive PII irretrievable.

The contractor shall only use PII/Sensitive PII obtained under this contract for purposes of the contract, and shall not collect or use such information for any other purpose without the prior written approval of the Contracting Officer. At expiration or termination of this contract, the contractor shall turn over all PII/Sensitive PII obtained under the contract that is in its possession to USCIS.

(e) Breach Response

The contractor agrees that in the event of any actual or suspected breach of PII/Sensitive PII (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), it shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer, the Contracting Officer's Representative (COR), and the USCIS Service Desk and complete an Incident Report with the Service Desk Representative. The contractor is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government parties. Email notification shall be used to document all telephonic notifications.

(f) Personally Identifiable Information Notification Requirement

The contractor will have in place procedures and the capability to promptly notify any individual whose PII/Sensitive PII was, or is reasonably believed to have been, breached, as determined appropriate by USCIS. The method and content of any notification by the contractor shall be coordinated with, and subject to the prior approval of USCIS, based upon a risk-based analysis conducted by USCIS in accordance with DHS Privacy Incident Handling Guidance and USCIS Privacy Incident Standard Operating Procedures. Notification shall not proceed unless USCIS has determined that: (1) notification is appropriate; and (2) would not impede a law enforcement investigation or jeopardize national security.

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Subject to USCIS analysis of the breach and the terms of its instructions to the contractor regarding any resulting breach notification, a method of notification may include letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by USCIS. At minimum, a notification should include: (1) a brief description of how the breach occurred; (2) a description of the types of personal information involved in the breach; (3) a statement as to whether the information was encrypted or protected by other means; (4) steps an individual may take to protect themselves; (5) what the agency is doing, if anything, to investigate the breach, to mitigate losses, and to protect against any further breaches; and (6) point of contact information identifying who affected individuals may contact for further information.

The contractor agrees to assist in and comply with PII/Sensitive PII incident remediation and/or mitigation efforts and instructions, including those breaches that are not a result of the contractor or employee actions, but the contractor is an unintentional recipient of privacy data. Actions may include allowing USCIS incident response personnel to have access to computing equipment or storage devices, complying with instructions to remove emails or files from local or network drives, mobile devices (BlackBerry, Smart Phone, iPad, USB thumb drives, etc...).

In the event that a PII/Sensitive PII breach occurs as a result of the violation of a term of this contract by the contractor or its employees, the contractor shall, as directed by the contracting officer and at no cost to USCIS, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected individuals for a period not to exceed 12 months from discovery of the breach. Should USCIS elect to provide and/or procure notification or identity protection services in response to a breach, the contractor will be responsible for reimbursing USCIS for those expenses. To ensure continuity with existing government identity protection and credit monitoring efforts, the contractor shall use the identity protection service provider specified by USCIS.

(g) Privacy Training Requirement

The performance of this contract has been determined to have the potential of allowing access, by Offeror employees, to Personally Identifiable Information (PII) and/or Sensitive PII, which is protected under the Privacy Act of 1974, as amended at 5 USC §552a. The Offeror is responsible for ensuring all employees who have access to information protected under the Privacy Act complete annual mandatory USCIS Privacy Awareness Training. New Offeror employees shall complete PII training within 30 days of entry on duty. The Offeror shall use the USCIS provided web-based Privacy Training which is available through the USCIS LearningEdge training system <http://learningedge.uscis.dhs.gov> to satisfy this requirement. Any employees who do not have access to the online LearningEdge training system shall take Privacy training via a USCIS provided DVD. The Offeror shall certify as soon as this training is completed by its employees and annually thereafter on September 30th. The certification of the completion of the training by all employees shall be provided to both the COR and CO; within 60 days of contract award, within 45 days of new employee accession and no later than September 30th for the annual recertification.

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(h) Pass-Through of Security Requirements to Subcontractors

The contractor agrees to incorporate the substance of this clause, its terms and requirements, in all subcontracts under this contract, and to require written subcontractor acknowledgement of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

(i) Ability to Restrict Access to Information

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 Personally Identifiable Information (PII), Sensitive PII (SPII), Sensitive But Unclassified (SBU) information and/or classified information.

E. TERMS & CONDITIONS

- (1) Under the BPA(s), individual calls will be placed using fixed BPA rates.
- (2) All calls placed against the BPA are subject to the terms and conditions of the BPA and the Contractors GSA Schedule 36 SIN 51-506, Federal Supply Schedule contract. In the event of an inconsistency between the provisions of the BPA and the terms and conditions of the GSA contract, the contractor's GSA contract will take precedence.
- (3) The BPA will have a duration of two (2) years, or expiration of the Contractor's GSA Schedule contract, whichever comes first. Calls issued may continue performance beyond the expiration date of the BPA provided the required delivery date does not exceed twelve months beyond the end date of the BPA.
- (4) The BPA will not obligate any funds.
- (5) A review of the BPA shall be conducted annually pursuant to FAR 8.405-3(e) to determine whether the BPA is still considered a Best Value and that it meets the needs of the Government.
- (6) Points of Contact (POCs) will be announced for each call.
- (7) The Government cautions that if the Contractor performs services for which funds are not available on the call, they do so at their own risk. The only funds available for the BPA will be those identified on each individual call.
- (8) The following office(s) are hereby authorized as Call Officials to place written calls under this BPA:

USCIS Contracting Office
Department of Homeland Security
U.S. Citizenship and Immigration Services
70 Kimball Avenue
South Burlington, VT 05403
Phone (802) 872-4111
Fax: (802) 951-6455

Contract Administration will be done by the USCIS Contracting Office. An Administrative Contracting Officer and Specialist will be designated after award and may be contacted at the above address.

(9) **Roles and Responsibilities:**

CONTRACTING OFFICER (CO)

The CO (defined as any appropriately warranted Contracting Officer within DHS USCIS) is responsible for:

- Interpreting the scope, terms or conditions of the BPA

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- Conducting initial competition for the single award BPA
- Placing calls under the BPA
- Managing all post award issues and changes to the BPA
- Maintaining active communication with the Contracting Officer's Representative (COR), and the Contractor
- Issuing and administering/modifying the BPA
- Tracking BPA level performance and statistics

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR for the BPA is Dalva Huntley; Dalva shall remain the COR until the BPA/order is modified.

The COR will assist the CO with managing the BPA and subsequent calls and support the CO during administration of this effort. The COR provides technical direction to the BPA holder. Technical direction shall be within the framework of the SOW.

The COR appointment memo issued after award specifies the COR's responsibilities.

(10) Call Procedures:

Calls will be issued against the BPA on a Firm Fixed Price basis in accordance with the BPA pricing schedule, plus any additional discounts. The required delivery date for return of converted data shall be negotiated at the time of call request/acceptance.

(11) Invoice Submission:

(a) The Contractor's attention is directed to the paragraph titled "Invoice" in the clause at FAR 52.212-4 Contract Terms and Conditions—Commercial Items. An invoice not containing all of the required information is not a proper invoice. The Government will make payment only after receipt of a proper invoice.

(b) The Contractor's invoice shall include its Taxpayer Identification Number (TIN) on the invoice.

(c) For any payment request, the Contractor may submit either an electronic invoice or a paper invoice, but not both. The Government generally prefers electronic invoices.

(d) An invoice may be submitted electronically as an Adobe (.pdf) file by e-mail to USCISInvoice.Consolidation@ice.dhs.gov. No more than one invoice may be included in any .pdf file. An electronic invoice should have a size limit not exceeding 500 KB. The Government assumes no responsibility for lost, delayed, or misdirected electronic invoice e-mails. The date of the Government's receipt of the invoice shall be the date a Government employee opens the e-mail containing the invoice.

(e) A paper invoice may be submitted to:
USCIS Invoice Consolidation
Attn: [insert office location, such as OIT or NBC]

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PO Box 1000
Williston, VT 05495

In addition, invoices shall be submitted electronically to the COR, Dalva Huntley, at Dalva.Huntley@uscis.dhs.gov with a copy to the Administrative Contract Specialist.

(12) **Performance Reporting:**

For active contracts valued in excess of a \$500,000 for supplies and \$1,000,000 for services, the Federal Acquisition Regulation (FAR) 42.1502 (FAR Class deviation 11-03) and HSAR deviation 3042.15 policy requires federal agencies to prepare contractor performance evaluations (report cards). Report cards are completed and forwarded to the contractor for review within 30-days from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The contractor has 30-days to reply with comments, rebutting statement, or additional information that will be made part of the official record.

(13) **Personally Identifiable Information:**

The performance of this contract has been determined to have the potential of allowing access by Contractor employees to Personally Identifiable Information (PII), which is protected under the Privacy Act of 1974, as amended at 5 USC 552a. The Contractor is responsible for ensuring all employees who have access to information protected under the Privacy Act complete initial and annual mandatory USCIS Privacy Awareness Training. Initial training shall be completed within 30 days of the employees' entrance on duty (EOD) and at least annually thereafter. The Contractor shall use the web-based training titled "A Culture of Privacy Awareness" which is available through the USCIS EdVantage training system. Any employees who do not have access to the EdVantage system shall take the training via a DVD, which will be provided by USCIS. The Contractor shall certify, not later than December 1st of each year that its employees have completed this training. The certification of the completion of the training by all employees shall be provided to the COR ***and*** the CO.

F. CLAUSES

HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES INCORPORATED BY REFERENCE:

The full text of HSAR clauses may be accessed electronically at the following addresses:

<http://farsite.hill.af.mil/VFHSAR1.HTM>

http://www.dhs.gov/xlibrary/assets/opnbiz/cpo_hsar_finalrule.pdf

3052.242-72, Contracting Officer's Technical Representative (Dec 2003)

3052.245-70, Government Property Reports (Aug 2008) [Deviation]

HSAR CLAUSES IN FULL TEXT:

3052.204-71, Contractor Employee Access (Sep 2012)

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

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

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

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

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

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(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

3052.205-70, Advertisements, Publicizing Awards, and Releases (Sep 2012)

(a) The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

3052.209-70, Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

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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:

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(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

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__ 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 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 replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this task order:

Paul Samulowitz, Project Manager

(End of clause)