

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER DMD160023		PAGE OF 1 49	
2. CONTRACT NO. HSSCCG-16-C-00007		3. AWARD/ EFFECTIVE DATE 2016AUG11		4. ORDER NUMBER		5. SOLICITATION NUMBER HSSCCG-16-R-00016	
6. SOLICITATION ISSUE DATE 07/28/2016		7. FOR SOLICITATION INFORMATION CALL: a. NAME Richard Chandler		b. TELEPHONE NUMBER (No collect calls) 802-872-4647		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 checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> EDWOSB <input type="checkbox"/> SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO See Schedule		CODE 000000		16. ADMINISTERED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR GENERAL DYNAMICS INFORMATION TECHNOLOGY INC ATTN GENERAL DYNAMICS INFORMATION TECHNO 3211 JERMANTOWN RD FAIRFAX VA 220302844		CODE 0676415970000 FACILITY CODE		18a. PAYMENT WILL BE MADE BY See Invoicing Instructions		CODE WEBVIEW	
TELEPHONE NO.				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							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 067641597+0000 The Government awards this Firm Fixed Priced (FFP) contract, for Non-Optical Card Consumables, to General Dynamics Information Technology (GDIT) Inc., in accordance with the Attached Statement of Work (SOW), Terms & Conditions, Corrective Action Process / Form, and Security Language. AAP Number: F2015026471 DO/DPAS Rating: NONE (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,771,145.20	
<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 type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: GDIT's OFFER DATED 08/01/2016 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: All	
<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.						31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 	
31b. NAME OF CONTRACTING OFFICER (Type or print) Manager, Contracts 8/10/16				31c. DATE SIGNED James A. Boehm 11 Aug 2016			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 08/12/2016 to 09/30/2016				
	BASE				
0001	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Non-Optical Employment Authorization Document (EAD) Card Consumables.		EA		
	Obligated Amount: [REDACTED] FOIA Exemption B3 B4				
0002	Accounting Info: NEXTGEN 200 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4				
	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Holographic Stamp Rolls for Non-Optical Employment Authorization Document (EAD) Card Consumables.		RL		
0002	Obligated Amount: [REDACTED] FOIA Exemption B3 B4				
	Accounting Info: NEXTGEN 200 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4				
0002	Continued ...				

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		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Storage for Non-Optical Employment Authorization Document (EAD) Card Consumables (08/12/2016 - 08/31/2016). Obligated Amount: [REDACTED] FOIA Exemption B3 B4 Accounting Info: NEXTGEN 200 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4	[REDACTED]	MO	[REDACTED] FOIA Exemption B3 B4	[REDACTED] FOIA Exemption B3 B4
0004	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Storage for Non-Optical Employment Authorization Document (EAD) Card Consumables (09/01/2016 - 09/30/2016). Obligated Amount: [REDACTED] FOIA Exemption B3 B4 Accounting Info: NEXTGEN 200 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4	[REDACTED]	MO	[REDACTED] FOIA Exemption B3 B4	[REDACTED] FOIA Exemption B3 B4
0005	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Holographic Stamp Storage for Non-Optical Employment Authorization Document (EAD) Card Consumables (08/12/2016 - 08/31/2016). Obligated Amount: [REDACTED] FOIA Exemption B3 B4 Accounting Info: NEXTGEN 200 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4	[REDACTED]	MO	[REDACTED] FOIA Exemption B3 B4	[REDACTED] FOIA Exemption B3 B4
0006	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Holographic Stamp Storage for Non-Optical Employment Authorization Document (EAD) Card Consumables (09/01/2016 - 09/30/2016). Continued ...	[REDACTED]	MO	[REDACTED] FOIA Exemption B3 B4	[REDACTED] FOIA Exemption B3 B4

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: [REDACTED]			FOIA Exemption B3 B4	
	Accounting Info: NEXTGEN 200 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED]			FOIA Exemption B3 B4	
	OPTIONAL			FOIA Exemption B3 B4	
0007	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Support Labor for Non-Optical Employment Authorization Document (EAD) Card Consumables (08/12/2016 - 08/31/2016). This line item, if required, must be exercised no later than 8/26/2016. Amount: [REDACTED] (Option Line Item) 08/26/2016 Accounting Info: Funded: \$0.00	[REDACTED]	MO	[REDACTED]	0.00
				FOIA Exemption B3 B4	
0008	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Support Labor for Non-Optical Employment Authorization Document (EAD) Card Consumables (09/01/2016 - 09/30/2016). This line item, if required, must be exercised no later than 9/23/2016. Amount: [REDACTED] (Option Line Item) 09/23/2016 Accounting Info: Funded: \$0.00	[REDACTED]	MO	[REDACTED]	0.00
				FOIA Exemption B3 B4	
0009	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Non-Optical Employment Authorization Document (EAD) Card Consumables. This optional line item, is being exercised at Continued ...	[REDACTED]	EA	[REDACTED]	[REDACTED]

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the time of award. Accounting Info: NEXTGEN 200 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4 Accounting Info: NEXTGEN 200 EX 40-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4 Accounting Info: NEXTGEN 100 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4 FOIA Exemption B3 B4				
0010	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Holographic Stamp Rolls for Non-Optical Employment Authorization Document (EAD) Card Consumables. This optional line item, is being exercised at the time of award. Obligated Amount: [REDACTED] FOIA Exemption B3 B4 Accounting Info: NEXTGEN 200 EX 20-02-00-000 23-60-0000-00-00-00-00 GE-26-12-00 000000 Funded: [REDACTED] FOIA Exemption B3 B4		RL		
0011	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Storage for Non-Optical Employment Authorization Document (EAD) Card Consumables (INCLUDED WITH THE BASE PERIOD). This optional line item, is being exercised at the time of award. (Not Separately Priced)	1	MO		0.00
0012	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Continued ...	1	MO		0.00

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Process / and Security Language, Holographic Stamp Storage for Non-Optical Employment Authorization Document (EAD) Card Consumables (INCLUDED WITH BASE PERIOD). This optional line item, is being exercised at the time of award. (Not Separately Priced) OPTION PERIOD 10/01/2016 - 12/31/2016				
0013	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Non-Optical Employment Authorization Document (EAD) Card Consumables. This line item, if required, must be exercised no later than 9/16/2016. Amount: (Option Line Item) 09/16/2016		EA		0.00
				FOIA Exemption B3 B4	
0014	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Holographic Stamp Rolls for Non-Optical Employment Authorization Document (EAD) Card Consumables. This line item, if required, must be exercised no later than 9/16/2016. Amount: (Option Line Item) 09/16/2016		RL		0.00
				FOIA Exemption B3 B4	
0015	Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Storage for Non-Optical Employment Authorization Document (EAD) Card Consumables. This line item, if required, must be exercised no later than 9/16/2016. Amount: (Option Line Item) Continued ...		MO		0.00
				FOIA Exemption B3 B4	
				FOIA Exemption B3 B4	

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	09/16/2016				
0016	<p>Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Holographic Stamp Storage for Non-Optical Employment Authorization Document (EAD) Card Consumables.</p> <p>This line item, if required, must be exercised no later than 9/16/2016. Amount: (Option Line Item) 09/16/2016</p> <p>OPTIONAL</p>		MO		0.00
0017	<p>Provide, in accordance with the Statement of Work (SOW) / Terms and Conditions / Corrective Action Process / and Security Language, Support Labor for Non-Optical Employment Authorization Document (EAD) Card Consumables.</p> <p>This line item, if required, must be exercised no later than 9/16/2016. Amount: (Option Line Item) 09/16/2016</p> <p>The following are the USCIS Points of Contact for this contract:</p> <p>Contracting Officer's Representative (COR): Ms. Tanya C. Shinawatra Phone: (202) 669-7508 E-mail: Tanya.C.Shinawatra@uscis.dhs.gov</p> <p>Contract Specialist (CS): Mr. Richard H. Chandler Phone: (802) 872-4647 E-mail: Richard.H.Chandler@uscis.dhs.gov</p> <p>Contracting Officer (CO): Mr. James A. Boehm Phone: (802) 872-4164 Continued ...</p>		MO		0.00

NAME OF OFFEROR OR CONTRACTOR
GENERAL DYNAMICS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	E-mail: James.A.Boehm@uscis.dhs.gov The total amount of award: [REDACTED] The obligation for this award is shown in box 26.				

FOIA Exemption B3 B4

LIST OF CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Attachment 001 – Statement of Work (SOW) (11 Pages)

Attachment 002 – Terms & Conditions (12 Pages)

Attachment 003 – Corrective Action Process (3 pages)

Attachment 004 – Corrective Action Form (1 page)

Attachment 005 – Security Language (13 pages)

ATTACHMENT 001 – STATEMENT OF WORK (SOW)

1. TITLE

United States Citizenship and Immigrations Services (USCIS) Office of Intake and Document Production (IDP), Document Management Division (DMD), Non-Optical Card Consumables

2. INTRODUCTION

DMD requires non-optical card consumables for the production of USCIS' Employment Authorization Document (EAD) Card. These cards and related consumables, when assembled, become highly specialized and secure identification cards. The consumable items include polycarbonate card stock and holographic stamps. The requirement also includes storage for the cards and related card consumables.

The non-optical polycarbonate card stock will be highly secure, tamper-resistant and difficult to counterfeit that will meet all applicable International Organization for Standardization (ISO) standards listed below. Non-optical card consumables will be used to produce identification documents which serve as proof of evidence of eligibility to reside and work in the United States, and allow entry to the United States under certain EAD eligibility categories consistent with the Immigration and Nationality Act.

3. BACKGROUND

The mission of USCIS is to secure America's promise as a nation of immigrants by providing accurate and useful information to our customers, granting immigration and citizenship benefits, promoting an awareness and understanding of citizenship, and ensuring the integrity of our immigration system. USCIS remains ahead of threat of document counterfeiting, fraud, and tampering by periodically upgrading and enhancing the security features in a variety of personalized, secure identification documents.

USCIS currently has over 50 million personalized cards in circulation. These cards have been specially designed and contain embedded security features and other physical characteristics that make them unique to the USCIS even before personalization by the Card Personalization System Technology Refreshment (CPSTR).

4. SCOPE

USCIS is seeking non-optical polycarbonate card stock, holographic stamps and related storage for production of secure identification documents known as Employment Authorization Document (EADs), and Technical Analyses and Technical & Security Exchange Meetings Monthly Support Labor.

5. DESCRIPTION OF WORK/CONTRACTOR TASKS

(POP is 08/12/2016 – 9/30/2016, plus one (1) additional 3-month option period)

5.1 Non-Optical Card Consumables

The Contractor shall supply the ordered amount of complete non-optical polycarbonate card stock units to USCIS' Corbin Production Facility (CPF), in Corbin, Kentucky, and Lee's Summit Production Facility (LPF), in Lee's Summit, Missouri, in accordance with the specific requirements of each delivery order. A complete laser marked non-optical card includes a holographic stamp as well as the card stock itself. All card stock, and

accompanying items, shall match existing units exactly in terms of appearance, security features, artwork and functionality. Additionally, all card stock and hologram stamps shall be capable of being processed in the current CPSTR, without modification to the existing system configuration.

5.1.1 Card Stock

The Contractor shall provide card stock conforming to the following International Organization for Standardization (ISO) standards (www.iso.org) and International Civil Aviation Organization (ICAO) (www.icao.int):

Title – Description	Number
Identification Cards - Physical characteristics	ISO/IEC 7810
Machine Readable Travel Documents	ICAO Document 9303 – Part 3
NIST Special Publication – Information Security	800-73
Identification Cards Test Methods	ISO/IEC 10373- 1, 2, 5

Sizing specifications are the same as specifications set forth in ISO 7810 ID-1 size cards.

	Minimum	Maximum
Width	3.365 inches	3.375 inches
Height	2.123 inches	2.127 inches
Thickness	.027 inches	.033 inches

The card stock will match the current EAD card stock, and shall be capable of being encoded in the current CPSTR system. The card shall conform to abrasion resistance and durability requirements as defined in the applicable standards ISO/IEC 7810 and 10373. Cards shall be delivered in a ready to personalize condition.

Cards must be able to accept: laser marked text, and grey scale images and laser marked clear tactile features, as marked by the CPSTR laser marker modules. Cards must be able to accept this laser marking on both sides of the card. Cards shall be capable of being marked with two types of laser devices including CO2 and Nd:YVO4 (or similar). In the USCIS CPSTR system, the CO2 marking shall be accomplished at a laser power of 10 Watts, and the Nd:YVO4 marking shall be accomplished at a laser power of 20/30 Watts. The laser receptive polycarbonate material must be able to receive CO2 marking with a distinct tactile feel without burning, bubbling, discoloration, de-lamination, or broken line features. The laser receptive polycarbonate material must be able to receive Nd:YVO4 marking with good quality grayscale marking for photographs and high contrast text marking. The polycarbonate material and lamination must be able to be marked with good contrast linear (non-tactile) text and must support the ability to mark elements without burning, bubbling, or de-lamination. Nd:YVO4 marking must not cause any “bleeding” of the printed artwork on the card. Cards shall be delivered in a ready to personalize condition.

5.1.2 Card Serial Numbers and Barcodes

Each card shall have an individual identifying 3 of 9 type barcode and eye readable card serial number on the backside of the non-optical EAD card stock as it is on the current EAD card stock. The barcode shall be placed on the card in such a way that makes it impossible to modify the barcode without destroying the card (such as under the surface in the core of the card via laser engraving). The barcode shall be able to be read by the current Honeywell (Metrologic) Voyager MS9520 barcode readers in the CPSTR machines. USCIS will specify the beginning serial number and bar code sequence.

5.1.2.1 Card Serial Numbers and Barcodes Format

The serialized unique 1-D barcode is a 14 digit number formatted in Code 39 as follows:

The barcode shall have a height of 0.098" (2.50mm) and the width shall be 2.087" (53.00mm).

Barcode Contents (14 Characters): 1AMMYNNNNNNNNN

Eye Readable (8 Digits): NNNNNNNN

On the card the eye readable serial number is on the left, and the barcode is on the right. The 1A prefix indicates an EAD card. In the barcode MM is the month of manufacture (e.g., "07" means July). YY is the Year of manufacture (e.g., "00" means year 2000), NNNNNNNN is the sequential 8 digit serial number. This is also what is displayed to the left of the barcode on the card as the eye readable serial number.

As an example the barcode of an EAD card manufactured on July 2012, with a serial number of 99000500 would be 1A071299000500. The specific beginning serial number and 1-D barcode sequence will be determined and agreed between DMD and the contractor upon award of the new non-optical bridge contract.

The following image depicts the placement and dimensions of the card eye readable serial numbers and dimensions:



Figure 1 – Barcode and Serial Number Placement and Dimensions

5.1.3 Specific Required Card Formats/Designs

In addition to meeting all standards set forth above, the non-optical polycarbonate cards supplied to USCIS for CPSTR personalization shall contain the following design characteristics:

5.1.3.1 Employment Authorization Document (EAD) Card:

5.1.3.1.1 The non-optical polycarbonate cards shall be in accordance with the ISO and ICAO 9303 standards referenced in Section 5.1.1. Cards must be able to accept: laser marked text and grey scale images and laser marked clear tactile features, as marked by the CPSTR laser marker modules. Cards must be able to accept this laser marking on both sides of the card. The current CPSTR laser marker modules, containing three of the aforementioned Nd:YVO4 lasers each and one of the aforementioned CO2 lasers each are capable of laser marking approximately 300 PRCs per hour.

5.1.3.1.2 The EAD shall have a two to three year useful life after being processed by CPSTR.

5.1.3.1.3 Each card shall display an eye readable card form number and current revision date on the backside of the EAD card stock, right side in the center of the card.

5.1.3.1.4 The non-optical card supplied to USCIS for CPSTR personalization shall contain the following design characteristics:

- Artwork and security features on the front, back and perimeter of the card matching the current EAD
- Micro-text character height at least 1 point (about 0.014” or 14 thousandths of an inch).
- Security line features width at least 35 microns (about 0.0014”, or 1.4 thousandths of an inch).
- Security line features width at least 35 microns (about 0.0014”, or 1.4 thousandths of an inch).

The security features of the EAD card listed below must show the same visual characteristics as the current cards.

- a. Optically Variable Ink (the torch)
- b. Guilloche Design (artwork feature)
- c. UV Edge Seal
- d. Prismatic Printing
- e. Fine Line Design (artwork feature, see metrics above)
- f. Geometric Raster (artwork feature)
- g. Micro text (artwork feature, see metrics above)
- h. Tamper Evident Photo Border
- i. Line Emboss Relief
- j. Line Emboss Relief (Invisible Artwork Only)
- k. External Infogram (Stamped in Corbin)
- l. Variable Line Design (artwork feature)
- m. Invisible Fluorescent Ink (UV Fluorescent)
- n. Visible Fluorescent Ink (UV)
- o. Split Fountain
- p. Will accept gray scale laser marking and clear CO2 laser tactile marking
- q. Etc.

The artwork and security features in the EAD card stock design must show the same visual characteristics, colors and gray scale characteristics as the current cards.

5.1.4 Card Edges, Sticking and Debris

Card edges shall be in accordance with the applicable industry standards; any manufacturing process utilized shall ensure clean, properly sealed edges and shall not result in the deposit of debris on the cards. Finished card edges must allow for proper feeding into CPSTR components. Cards shall be debris free and the delivery process shall ensure that this is maintained due to the negative effect possible in production. The contractor shall provide card stock that resists sticking to other cards upon delivery at the production facility, minimizing CPSTR card feeder jams.

5.2 Holographic Stamps

The Contractor shall supply holographic stamps whose design is identical to those currently used by USCIS. The Contractor shall be capable of manufacturing rolls of stamps in sufficient quantity to match the amount of card stock to be provided under this contract. The image artwork and optical characteristics (including optical dead zone for machine inspection) must be identical to those currently utilized by USCIS. Holographic stamp rolls must be uniformly wound on a core to ensure minimum slack and proper operation when used in the Kurz MM-6000 stamper portions of the CPSTR system. The Contractor shall ensure the rolls of holographic stamps contain up to 25,000 images per roll. The core utilized must be functionally identical to the core currently employed on the Kurz MM-6000 (www.kurz.de) stamper which is part of the CPSTR complement of equipment. The current core has an inner diameter of 3". The optical refraction must be identical to the existing holographic stamp. Holographic stamp rolls must be substantially free of debris which would cause cards to be rejected at the end of the personalization process. The holographic stamp artwork and shims created as part of the production of holograms shall become property of the U.S. Government.

5.3 Secure Handling, Storage and Disposition

The Contractor shall securely store all items (or arrange for subcontract manufacturers to store) all USCIS-unique or otherwise sensitive card items that are not immediately shipped to the USCIS Card Production Facilities (CPF and LPF). All cards shall be stored in environmental conditions that optimize the functionality and shelf life of the consumables. The Contractor's manufacturing facility and process shall be sufficiently secure to ensure that USCIS unique or sensitive card items (such as the card stock and holographic stamps) are not compromised. The Contractor shall be capable of securely storing all USCIS card stock for the entire duration of this contract, and shall store all card stock ordered under this contract until USCIS requires delivery, per specified delivery schedule. Stored USCIS card components will be distributed in several areas sufficient to ensure that unauthorized access will not provide an intruder with the materials necessary to make a USCIS card. Access to secure storage shall be limited and each unit of secure card stock manufactured, stored, and shipped to the USCIS must be fully tracked and disclosed to USCIS. The Contractor facilities and all contract personnel, involved with the handling and shipping of cards will be subject to the conditions of Attachment 004, Security requirements (Security Clause 5).

If, prior to delivery to USCIS, the Contractor is required to dispose of waste and defective supplies and consumables that have not been converted into USCIS-unique products, the Contractor shall handle such disposition in accordance with local, state, and federal environmental regulations and best commercial practices. If the waste and defective supplies and consumables have been converted into USCIS-unique deliverables, then the Contractor shall immediately notify the Contracting Officer's Representative (COR), include the relevant information in the monthly report, and await further disposition instructions. The USCIS will require that either the Contractor ship the items to the USCIS or proceed with the destruction of and disposal of the items.

5.4 Technical Analyses

At the direction of the Contracting Officer, the Contractor shall perform technical analyses of issues concerning new card concepts, card designs, and other subjects, should these issues require focused analysis during the course of the contract.

5.5 Corrective Actions Process

The Contractor shall respond to Government corrective action requests arising from problems with card personalization originating with the Contractor. The process should be designed to foster quick determination of the origin of the problem, and implementation of a solution. The Contractor shall provide an initial response to any Government corrective action request within 3 business days. In an emergency situation, a response will be provided as soon as possible. An emergency situation is one that threatens work stoppage in production. The Contractor shall have an internal process or plan to respond to corrective actions requests in place within 30 days of the contract start, and the process should coincide with the Government's corrective action process found in Attachment 002.

5.6 Flexibility and Changes

The contractor shall inform the Government of any changes in the materials, manufacturing processes, or composition of any of the consumables in this contract within 24 hours of the Contractor knowing of such a change and before starting a new production run. The Contractor shall provide an initial assessment of the impacts of this change on the ability to produce and personalize these cards and any other impact to the CPSTR system or any possible requirement to modifying the CPSTR system if such changes are accepted. Any changes in the materials, manufacturing processes, or composition of any of the consumables may be subject to First Article Testing (FAT) to ensure that the finished product will meet the Government's expectations and the life cycle for the consumable. The Government will have the final determination as to whether or not the proposed changes will require FAT sample testing in the Government production facility with samples provided by the Contractor. If the change causing the need for FAT wasn't generated by the Government, then the Contractor will assume the cost of doing FAT.

The Government may require minor changes in the cards (i.e., changes other than those that would require a complete card redesign) in subsequent production batches to facilitate, for example, card security, identification and fraud prevention.

6. Deliverables - Plans and Reporting

6.1 Security Plan

The Security Plan shall clearly describe how the Contractor will prevent unauthorized disclosure of and access to USCIS sensitive information. The plan shall specifically address the physical precautions and associated procedures taken during production, storage and shipping. Procedures to be followed in the event of a security incident during production, storage, and shipping should also be delineated. Additionally, the plan shall identify all positions that will require USCIS clearances and include how the Contractor will ensure that only personnel with the appropriate clearances have access to sensitive card stock.

6.2 FOIA Redactions

Within 30 days of award, the contractor is required to submit a proposed redacted copy of the executed contract suitable for public posting under the provisions of the Freedom of Information Act (FOIA) to foiaerr.nrc@uscis.dhs.gov, with a courtesy copy to the assigned Contract Specialist. The proposed redactions shall identify any proprietary or confidential information the awardee believes is not releasable under FOIA. The USCIS FOIA Office will review and validate FOIA compliance of the proposed redacted version for final

processing and public posting of the award document.

6.3 Production & Inventory Report

The Contractor shall prepare, submit, and maintain a monthly report (inclusive of all orders issued against this contract) containing the following information for all card stock (by format to include serial numbers), holographic stamps (by card type):

- Quantities stored at the Contractor's (or supplier's) vault;
- Quantities on order but not yet completed (includes everything but completed cards);
- A monthly record of shipments to USCIS card production facilities (to include date shipped location, and card serial number range.);

The report shall be an Excel spreadsheet in a mutually agreeable format (format to be initiated by the Contractor). The report shall also be submitted to the CO and COR electronically two business days after additional quantities are ordered, or when USCIS-unique products are transferred to secure storage, or when a delivery is made to the CPF or LPF, or when a calendar month passes with none of these things occurring.

6.4 Invoice Tracking Report

The Contractor shall prepare, submit, and maintain a monthly report of partial shipments, payments, and payments outstanding for records reconciliation purposes.

6.5 Corrective Action Reports

The Contractor shall deliver a response to all Corrective Action Requests on any products the contractor is responsible for which is brought up in any corrective actions issues reported from any production center, through the Corrective Actions Process (See Attachment 2). The Contractor shall provide an initial response to any Government Corrective Action Request within three (3) business days of receipt of the Corrective Action Request. Each report should contain:

- a. A description of the problem
- b. A determination of the cause of the problem
- c. A proposed solution/replacement
- d. A schedule for implementing the solution

6.6 Corrective Action Monthly Log

The Contractor shall deliver a Monthly Corrective Actions Log to the CO and COR by the 10th business day of each month. The log shall be cumulative and contain any deliverable under this contract that is reported through the Corrective Actions Process (See Attachment 1).

6.7 Technical and Security Exchange Meetings and Report

The Contractor shall support Technical and Security Exchange meetings with the Government on an as needed basis. This includes Contractor site inspections by OSI and COR. The Contractor shall prepare a meeting minutes and action items report covering the topics and decisions from each meeting for delivery within three business days after the meeting.

6.8 Project Management Plan

The Project Management Plan shall include, at a minimum:

- Contractor's goals and objectives
- The plan shall demonstrate the Contractor's method for handling individual delivery orders and how the Contractor will update the Government on its progress.
- The Contractor's problem identification and resolution system that would support the Corrective Action Process described in the SOW.
 - The plan shall demonstrate the Contractor's method to provide timely answers to correct product problems identified in its own manufacturing process or during incoming delivery inspections, and issues identified in the card personalization process at the card production facilities.
- Any pending risks associated with the contract and an associated risk mitigation plan
- Clear definition of what information is needed from the Government and the date it is required.

The Project Management Plan shall be prepared using Microsoft Office 2010.

6.9 Quality Control Plan

At a minimum, the plan shall include procedures for identifying deficiencies in quality of services, the manufacturing processes, provisions to maintain inspection records/files, and corrective actions to prevent future occurrences.

6.10 Deliverables Schedule

<u>SOW Ref</u>	<u>Title</u>	<u>Frequency</u>	<u>Due</u>	<u>To</u>
6.1	Security Plan	Once with updates as required	Within 10 calendar days of contract award.	CO, COR
6.2	FOIA Redactions	Once	Within 30 calendar days of contract award.	FOIA Office, CO
6.3	Production & Inventory Report	Monthly after a request for additional cards and holographic stamps	At least monthly and, if applicable, two days after a request for additional cards and holographic stamps.	CO, COR, CPF and LPF Facility Managers
6.4	Invoice Tracking Report	Monthly	Shall be provided Monthly within 5 business of the ensuing month.	CO, COR
6.5	Corrective Action Report Initial Response	Individual occurrence	Shall be provided as soon as practical after following Attachment 2 procedures.	CO, COR, CPF and LPF Facility Managers
6.6	Corrective Action Log	Monthly	Shall be provided by the 10th business day of each month.	CO, COR
6.7	Technical and Security Exchange Meetings and Reports	As they occur	Shall be provided within three (3) business days following completion the meeting.	CO, COR
6.8	Project Management Plan	Once with updates as required	Within 10 calendar days of contract award.	CO, COR
6.9	Quality Control Plan	Once with updates as required	Within 10 calendar days of contract award.	CO, COR

7. Delivery Instructions and Capacity Requirements

The Contractor shall deliver cards and holographic stamps into storage (unless directed to ship directly to the CPF and LPF) based on the delivery schedule described in the delivery order. The cards delivered shall be packaged in sequential card serial number order.

The Contractor shall provide 10,000 out-of-sequence non-optical EAD cards from each production run for testing to ensure early detection of any production issues with card batches that would otherwise be in storage until being required for card personalization at a much later date after card production. Each delivery of 10,000 cards will be delivered to CPF and LPF (5,000 each) for production testing. When a new lot of EAD holographic stamps is produced, five rolls of each will delivered to CPF and LPF (2.5 rolls each) for testing.

The Contractor shall ensure that any items removed from storage for shipment to Government facilities, shall be the oldest in the vault (unless otherwise instructed), to ensure no items are left in storage so long as to impact any usage warranties.

The Contractor shall securely store completed cards and holographic stamps until required by the specified delivery schedule or Government direction to arrive at the USCIS production sites. While the Contractor is required to ship products as needed, the Contractor should plan to ship as frequently as twice monthly to any USCIS location. Within three business days of the Contractor's receipt of a written request for additional supplies the Contractor shall deliver to the production facility the products required. The current production facility is the Corbin Production Facility located in Corbin, Kentucky. All cards not otherwise delivered, shall be delivered no later than the expiration date of the contract.

7.1 Packaging

The contractor shall package the cards in methods that ensure the minimization of direct handling and the reduction of any potential for the creation and deposition of debris or scratching of the card stock. The Contractor shall package all materials with labeling that clearly indicates production dates and lot and serial number ranges.

8. Training

Any Contractor employee requiring unescorted access to USCIS facilities or IT systems shall complete any USCIS required training and provide the COR with copies of the associated training certificates for all Contractor personnel who completed the training. Any such training, which may include privacy awareness, records management, and security awareness training, will be provided to the contractor via briefing on a compact disk (CD).

9. Performance Reporting

For active contracts valued in excess of \$1,000,000 for services, as well as active contracts valued in excess of \$150,000.00 dollars for goods, the Federal Acquisition Regulation (FAR) 42.1502 requires federal agencies to prepare Contractor performance evaluations (report cards). Report cards are completed and forwarded to the Contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the CO may be completed as necessary. The Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record.

10. Evaluation of Performance for Contractor Performance Reports

Past performance information is relevant information regarding a Contractor's actions and conduct on previously awarded contracts. It includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.

Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

ATTACHMENT 002 - TERMS & CONDITIONS

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 these addresses: <http://www.acquisition.gov/far> or <http://www.farsite.hill.af.mil>.

(End of clause)

52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)

52.219-8 – UTILIZATION OF SMALL BUSINESS CONCERNS (Oct 2014)

52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2015) W/ Alternate II (Oct 2001)

52.227-1 – AUTHORIZATION AND CONSENT (DEC 2007)

52.227-2 – NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFORMATION INFRINGEMENT (DEC 2007)

52.227-14 – RIGHTS IN DATA—GENERAL (MAY 2014)

52.227-16 – ADDITIONAL DATA REQUIREMENTS (JUN 1987)

52.242-13 – BANKRUPTCY (JULY 1995)

Homeland Security Acquisition Regulation (HSAR) clauses incorporated by reference:

3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASE (SEP 2012)

3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

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

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

A. FAR & HSAR CLAUSES IN FULL TEXT

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor **within 5 calendar days of contract expiration**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(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 15 calendar days of contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend **at least 30 calendar 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 5 months.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (*e.g.*, “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(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 contract 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)

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

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

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

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

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

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

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

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

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

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

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

(End of clause)

3052.219-70 SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (JUN 2006)

(a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov .

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.2 19-9.

(End of clause)

3052.219-71 DHS MENTOR-PROTÉGÉ PROGRAM (JUN 2006)

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

(2) Protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and

(3) Mentor-Protégé agreements, approved by the DHS OSDBU.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the DHS Mentor-Protégé program are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive credit for costs it incurs to provide assistance to a protégé firm. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. For

example, a mentor/large business prime contractor would report a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000. The Mentor and Protégé will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

(End of clause)

B. ADDENDUM (1) - CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

OTHER USCIS TASK ORDER TERMS AND CONDITIONS:

Performance Reporting

For active contracts valued in excess of \$1,000,000, the Federal Acquisition Regulation (FAR) 42.1502 and Homeland Security Acquisition Manual (HSAM) Subpart 3042.15 require federal agencies to prepare Contractor performance evaluations. Performance evaluations are completed and forwarded to the Contractor for review within thirty (30) calendar 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 thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. The contractor may participate in this process by registering for an account at www.cpars.gov.

Final Payment

As a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out of or under this contract shall be completed. A release of claims or bi-lateral modification to close-out / de-obligate remaining current period of performance funds will be forwarded to the contractor at the end of each performance period for contractor completion as soon thereafter as practicable.

C. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUNE 2016)

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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:

[Contracting Officer check as appropriate.]

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 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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 (Jul 2013) (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.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2015) 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 (Nov 2011) (15 U.S.C. 637(a)(14)).

X (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. 657 f).

___ (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).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (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 (Mar 2015) (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).
- ___ (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 (JUN 2016) (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.
- X (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).
- ___ (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (46)(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 note, 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.
- ___ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (48) 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).

- ___ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X** (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (58)(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.

(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:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___ (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).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 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).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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.

(iii) 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.

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

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

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

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

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

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

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

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 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.

(xviii) 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)

INVOICING INSTRUCTIONS:

The Government will reimburse the vendor in arrears, based upon a properly submitted invoice for goods / services rendered. The contractor shall submit a copy of all invoices as follows:

(a) In accordance with FAR Part 32.905, all invoices submitted to USCIS for payment shall include the following:

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

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

(c) USCIS's preferred method for invoice submission is electronically

Invoices shall be submitted in Adobe .pdf format with each .pdf file containing only one invoice. The .pdf files shall be submitted electronically to USCISInvoice.Consolidation@ice.dhs.gov 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

Direct payment inquiries first to USCISInvoice.Consolidation@ice.dhs.gov, then to ICE Financial Operations, (877) 491-6521.

CONTRACT ADMINISTRATION (CS Invoice Approval):

The contractor shall not accept any instruction that would result in any change to the supplies or services herein by any entity other than the issuing office's Contracting Officer (CO). The following is delegated to the Contract Specialist (CS) and Contracting Officer's Representative (COR). The COR is responsible for technical monitoring, receiving and accepting of the product or service and verifying the invoice. The CS will review and approve proper, accurate, and complete invoices, and forward the approved invoices for payment processing.

The CS will work with the COR and CO to resolve any invoicing issues and ensure the invoice documentation is accurate in the electronic record.

The following are the USCIS Points of Contact for this contract:

Contracting Officer's Representative (COR):

Tanya C. Shinawatra
Phone: (202) 669-7508
E-mail: Tanya.C.Shinawatra@uscis.dhs.gov

Contract Specialist (CS):

Richard H. Chandler
Phone: (802) 872-4647
E-mail: Richard.H.Chandler@uscis.dhs.gov

Contracting Officer (CO):

Mr. James A. Boehm
Phone: (802) 872-4164
E-mail: James.A.Boehm@uscis.dhs.gov

ATTACHMENT 003 – CORRECTIVE ACTION PROCESS

The following process will be utilized when a problem arises with consumable products identified at any USCIS production site, and is effective for the term of the contract and any orders issued under the contract (including any storage requirements). For purposes of this corrective action process, there are two circumstances under which a corrective action will be initiated: visual inspection and actual card personalization.

VISUAL INSPECTION

The card production operations personnel will receive consumable products at the production facilities. A visual inspection, utilizing the appropriate consumable specifications provided by the vendor, will be performed that includes looking for appropriate characteristics of performance as well as any defects or abnormalities with the consumable products delivered.

ACTUAL CARD PERSONALIZATION

The other circumstance that will initiate the corrective action process is when the consumable passes the visual inspection but incurs problems in actual personalization.

When a problem is identified with a consumable product (see Consumable Definitions herein), the card production operations personnel will test the consumable and complete a corrective action form (see Attachment 003 - Corrective Action Form). Once completed and reviewed by USCIS facility management, an electronic copy of the corrective action form will be sent to the USCIS COR and the Contracting Officer. The Contracting Officer will then forward the report to the prime contractor's Program Manager. A sample of the consumable will also be sent to the prime contractor, at contractor expense, for review and/or testing. The prime contractor will acknowledge receipt of the sample by signing and returning the G-504, Report of Property Shipped/Received to Corbin, KY within two days.

At a minimum, the following information will be included on the corrective action form:

- (a) Identification of the consumable
- (b) Detailed description of the problem
- (c) Lot quality and quantity affected
- (d) Impact to operations invoicing
- (e) Lot number and manufacturing date and,
- (f) Facility where the consumable problem originated

The contractor will review and/or test the sample and determine the condition of the consumable product in question. The contractor will coordinate with any appropriate vendors/sub-contractors regarding the results of their review and/or test. The contractor will submit a report to the USCIS COR and the Contracting Officer, who will then send a copy to the Card Production operations project manager within three weeks from the date of receipt of the corrective action form.

If this is an emergency situation the report will be submitted as soon as possible. An emergency situation is one that threatens work stoppage in production.

If the problem(s) identified on the corrective action form are invalidated by the review and/or test performed via the Consumables contractor, USCIS and all other parties mentioned above will have the option to re-test the consumable in Corbin, KY upon agreement by all parties (see Attached Test Requisition).

Consumable Definitions

The definitions detailed herein are to facilitate communication for Corrective and Preventive Actions. These definitions shall be used as standard identifiers of Corrective Action issues. While these definitions will be used as standard identifiers of Corrective Action issues, they do not replace contract specifications, or affect contract clauses or provisions.

Holographic stamps

- Out Of Specification - Must Be Checked Against Specification Drawings

PRC holographic stamp: This material measured according to the current specification

- Spooling

Loose on core: Improper tension on spooling.

Uneven on core: Material is uneven on core.

Too high on core: Material is too high on core.

Too Low on core: Material is too low on core.

Wrinkles: Material is incorrectly spooled on core.

Missing notches on core: Notches missing from core.

Damaged core: Notches damaged causing misalignment of core.

- Splicing

Rolls Taped: Spliced and incorrectly taped.

- Slitting

Rolls Slit: Slitting of roll out of specification causing image to be too high or too low.

- Sensor Mark

Too light: The sensor mark is light causing a poor reading.

Missing mark: The sensor mark is missing and will not read.

Over Spray: Ink is "over sprayed" onto the holographic stamp.

Length Inconsistency: The sensor mark is not applied "top to bottom".

- Holographic Image

Color tinted: holographic stamp and acrylic backing have a colored tint(usually green or yellow tint) that leaves a colored tint on the card or photo resulting in color consistency problems.

Voids: An area in the holographic stamp is not visible.

Scratches: A scratch that transfers to the card.

Debris: Black specks and foreign material that transfers to the card.

Flaking: Holographic stamp material flaking off. Flaking occurs when the entire holographic image is not laid on the card.

Blue Marks: Blue line running through holographic stamp that transfers to the card.

Too Light: Image too light when applied to the card.

Packaging / Lot Control

- holographic stamps should be packaged with only one lot number present.

ATTACHMENT 004 - CORRECTIVE ACTION FORM

**Document Management Division
Corrective/Preventive Action
Report**

Number:	Initiator:	Product Name:	Date:	Tracking #:
Facility: Corbin <input type="checkbox"/>	Nebraska <input type="checkbox"/>	<input type="checkbox"/>	Lee's Summit	Quantity
Problem Description:			Product Returned? <input type="checkbox"/> Yes <input type="checkbox"/> No	
			Operation Impacted:	

Site Mngr/Asst. Site Mngr or Quality Mngr.	Resp. Party:	Response Due Date:
<input type="checkbox"/> Justified <input type="checkbox"/> Unjustified <input type="checkbox"/> Quality <input type="checkbox"/> Delivery <input type="checkbox"/> Preventive		

Analysis & Diagnosis of Problem (Root Cause):**Corrective/Preventive Action Resolution:**

Target Date	Resp. Person	Actual Imp. Date	Description (RMA# If Needed):

Management Review (Comments):

Signature

Date Closed

Effectiveness Audit: (How?)

Confirmed By / Date:

- | | | |
|-----------------------------------|--|--|
| 1. To be completed by initiator. | 3. To be completed by responsible party and return to QA Mngr. | 5. To be completed by Quality Manager. |
| 2. To be completed by management. | 4. To be completed by Management. | |

ATTACHMENT 005 – SECURITY LANGUAGE

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 October 31st of each year. Any new contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The contractor shall maintain copies of training certificates for all contractor and

subcontractor employees as a record of compliance. Initial training certificates for each contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all contractor and subcontractor employees.

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

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

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

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

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

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

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

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

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan

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

- (ii) Independent Assessment. contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

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

(3) *Security Review*. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or

designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

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

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

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

(f) *Sensitive Information Incident Reporting Requirements.*

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

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

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

(g) *Sensitive Information Incident Response Requirements.*

- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

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

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

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

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

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

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

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

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

(2) Provide credit monitoring services to individuals whose data was under the control of the contractor or resided in the contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the contractor has no affiliation. At a minimum, credit monitoring services shall include:

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

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

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;

- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

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

(End of clause)

SECURITY REQUIREMENTS (Security Clause 5)

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:

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 no later than December 31st of 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.

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.

This is a reminder that contract **HSSCCG-16-C-00007** for **Non-Optical EAD Card Consumables** contains a security requirement that the Office of Security and Integrity (OSI) Personnel Security Division (PSD) be notified of all contractor employee terminations/resignations within five (5) days of occurrence.

Please ensure that you are notifying the Contracting Officer (CO), and Contracting Officer's Representative (COR) assigned to this contract of all terminations and/or resignations within this timeframe. The COR will then notify OSI PSD to coordinate the submission of the exit clearance form for each individual who has separated from the contract.

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.