

## **SECTION I - SF 1449, SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

### **A. CONTINUATION BLOCK 20 - SCHEDULE OF SUPPLIES/SERVICES**

#### **Period of Performance:**

The period of performance consists of a total of (4) years as shown below:

Base Period - December 1, 2014 through November 30, 2015 (includes 60 day transition period)

Option Period 1 - December 1, 2015 through November 30, 2016

Option Period 2 - December 1, 2016 through November 30, 2017

Option Period 3 - December 1, 2017 through November 30, 2018

Total 48 months (4 years)

#### **Pricing:**

**The contractor shall complete all pricing spreadsheets, located in Section III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, ATTACHMENT C.**

**Complete the SF1449 with grand totals for each Contract Line Item Number (CLIN) to correspond with the summary tab of the Excel spreadsheet in Section III. Provide total amounts only.**

**Quantity and unit prices on the SF1449 are not required. A separate SF1449 shall be prepared for Group A and Group B. Further instructions are found at Section IV, Instructions to Offerors.**

Pricing is on a Firm-Fixed-Price, Fixed-Unit-Price and Labor Hour (LH) basis as indicated for each CLIN. The ceiling price for the LH CLINs will be the awarded amount for the LH CLINs. The contractor exceeds the ceiling price at their own risk. The Fixed-Unit-Price CLINs contain estimates in volume.

For LH CLINs, the total price of the proposed labor categories is considered the CLIN price. The total hours for each labor category within a CLIN may deviate up to 15% over the negotiated amount of hours for that labor category so long as the price for the CLIN will not be exceeded. The intent is that hours for each labor category within a CLIN can be exceeded but adjustments to labor hours can be made to other labor categories within the CLIN as long as the total CLIN ceiling price is not exceeded. Pre-approval by the Contracting Officer will be required if total hours for any labor category will deviate by more than 15%.

#### **Notice to Proceed (NTP) :**

Full contract performance will not begin until a Notice to Proceed (NTP) directive is issued by the Contracting Officer. A NTP will not be issued until such time as satisfactory suitability determinations have been received and successfully processed by the USCIS Office of Security & Integrity for those employees the contractor considers essential for the performance of the contract. See PWS Attachment 8.10, Security Requirements.

Until a NTP is issued by the Contracting Officer (CO), the contractor shall not have access to Government facilities (unescorted), computer systems, Sensitive but Unclassified (SBU) or Personally Identifiable Information (PII), See PWS Attachment 8.11, PII Requirements.

Any costs associated with transition efforts shall be incorporated into the Transition CLIN. Program Management costs prior to the NTP should be built into the Transition CLIN rather than the Program Management CLIN. Transition costs can be billed upon issuance of the Notice to Proceed by the Contracting Officer.

**Minimum and Maximum Quantities/Amounts:**

The guaranteed minimum will be met with the initial task orders. The minimum values for the IDIQ contract is: TSC/NSC- Group A (\$10M) and CSC/VSC - Group B (\$14M).

The maximum value of the awarded ID/IQ contracts shall not exceed the values stated below:

Group A \$Total negotiated price for Group A (Base + all options)\*

Group B \$Total negotiated price for Group B (Base + all options)\* \_\_\_\_\_

\*(To be completed at time of contract award based on negotiated maximum.)

## **B. PERFORMANCE WORK STATEMENT (PWS)**

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## **1.0 INTRODUCTION**

The mission of United States Citizenship and Immigration Services (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 needs to acquire records management and support services for its Service Centers. The objective of this acquisition is to provide comprehensive records management services at the four Service Centers in a manner that ensures efficient and effective adjudication, financial responsibility, and excellent customer service. USCIS is the customer of services under this acquisition.

This Performance Work Statement (PWS) provides the requirements for records management and Service Center Operations Support Services (SCOSS) that include, but are not limited to, correspondence management, data collection, fee collection, and file operations. These services support the four Service Centers, Refugee Asylum and International Operations (RAIO), Field Operations Directorate - Immigrant Investor Program Office (IPO), Western Regional Headquarters, and ESD's E-Verification Office at the Nebraska Service Center (NSC). Most of the workload formerly performed in data collection and fee collection has been transitioned to USCIS lockbox facilities. Additionally, USCIS is transitioning the processing of applications and petitions for immigrant and non-immigrant benefits from a paper-based model to a secure, online environment using the USCIS Electronic Immigration System (USCIS ELIS).

USCIS is looking for processes that result in improved efficient, accurate, and timely performance of these records management and support services.

## **2.0 BACKGROUND**

USCIS administers the Immigration and Nationality laws of the United States. USCIS operates District Offices throughout the United States and in various foreign countries. In the past, aliens eligible to apply for benefits under the immigration and nationality laws would submit their applications and/or petitions to one of the Districts. In 1986, to introduce greater efficiencies and improved productivity, a Direct Mail Program was initiated and four Service Centers were established in:

- California Service Center (CSC), Laguna Niguel, California;
- Nebraska Service Center (NSC), Lincoln, Nebraska;
- Texas Service Center (TSC), Dallas, Texas; and
- Vermont Service Center (VSC), St. Albans, Vermont.

USCIS Service Centers were established to process correspondence, perform data entry, fee collection, file operation support services; as well as adjudication operations of most applications and/or petitions for immigration services and benefits. For the most part, forms associated with the applications/petitions are mailed to USCIS lockbox facilities and the processed applications are forwarded to the Service Centers for adjudicating. Service Centers are not staffed to handle walk-in applications or answer questions. While some Centers have sole jurisdiction of specific application types, currently many applications are mailed based on geographical boundaries.

The forms adjudicated by each Service Center are listed on the USCIS.GOV home page and are subject to change.

Currently, USCIS adjudicates approximately 4 million applications and petitions at the four Service Centers each year. Based on experience over the past few years, USCIS estimates that application/petition receipt levels could increase or decrease from 0.2 million to 2 million forms per year over the next five years. It is possible the volume of receipt levels could change significantly as a result of future legislation and the USCIS Electronic Immigration System (ELIS). Workload in the Service

Centers may increase or decrease during these contracts based on a number of factors, including changes brought about by technological advances (ELIS), USCIS reorganizations, implementation of new laws and policies, changes in United States Government administration, and/or changing global events.

Contractor duties are broad and multi-faceted. Support is rendered to a number of different directorates, offices, and projects. While the bulk of the duties are similar in nature, each Service Center has inherent operational variances in how work is processed. For example, each directorate or office may have a number of unique tasks that are performed only in the directorate or office. Most of the work is performed during the normal hours of operation of 6:00 a.m. to 11:30 p.m., Monday through Friday, except Federal holidays. However, due to the nature of USCIS mission, some work is performed and must be supported outside of normal hours of operation and/or on weekends. Should the volume of receipts increase significantly, it may be necessary to extend operating hours to as much as 24 hours per day.

### **3.0 GENERAL SCOPE OF WORK**

The services in this PWS include administrative, management and technical functions in support of USCIS Service Center records management. In the performance of these services, the Contractor shall gather information, exercise judgment, and present facts to USCIS employees for review and decision. However, the Contractor shall not make official policy or decisions on behalf of USCIS. While the Contractor employees may handle funding and accounting records, they may not make decisions that are inherently governmental in nature nor do they have USCIS signature authority.

Except for items and services specified in this PWS as Government provided property or services, the Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the requirements of the contract.

It is anticipated that the services and products required under this contract shall be provided primarily at each of the four Service Centers as follows:

- California Service Center (CSC), Laguna Niguel, California. This Service Center is currently located in a single building. **Note:** *Location subject to change within surrounding area due to building changes.*
- Nebraska Service Center (NSC), Lincoln, Nebraska. This Service Center is currently located in three buildings within 5 to 10 miles of each other in Lincoln, Nebraska. **Note:** *Location subject to change within surrounding area due to building changes.*
- Texas Service Center (TSC), Dallas, Texas. This Service Center is currently located in three buildings. Two buildings are located together in Dallas and one building is located approximately 18 miles away. **Note:** *Location subject to change within surrounding area due to building changes.*
- Vermont Service Center (VSC), St. Albans, Vermont. This Service Center is currently located in four buildings. Two buildings are within approximately ½ mile of each other in St. Albans and two buildings are adjacent to one another and located approximately 25 miles from the others, in Essex Junction. **Note:** *Location subject to change within surrounding area due to building changes.*

The Contractor is expected to accomplish the required tasks during normal hours of operation. Additional work requirements that arise may require specific Government-directed file operations outside normal hours of operation. All travel and training are the responsibility of the Contractor unless otherwise specified in the PWS.

### **3.1 Office of Intake and Document Production (OIDP) Overview**

Through a Memorandum of Understanding (MOU) with the Department of the Treasury, USCIS established lockbox operations. Beginning in 2007, many forms formerly mailed by the public to the Service Centers were directed to lockbox facilities located in Chicago, Illinois; Dallas, Texas; and Phoenix, Arizona. However, some forms are still filed at the Service Centers and processed onsite.

Applications filed by the public are receipted and data entered before their file is assembled at the lockbox facilities; after which, the file is shipped to a Service Center for final preparation prior to adjudication.

### **3.2 USCIS ELIS Overview**

USCIS is moving the processing of applications and petitions for immigrant and non-immigrant benefits from a paper-based model to a secure, online environment using the USCIS Electronic Immigration System (USCIS ELIS).

USCIS ELIS is an online account-based system that enables USCIS adjudicators to decide requests for immigration benefits by accessing information submitted by our customers. Through USCIS ELIS, customers can view their benefit requests, receive electronic notification of decisions, and receive real-time case status updates. Applicants can file online in USCIS ELIS or send paper filings for most form types to USCIS lockbox facilities who perform the data-entry and fee depositing in systems that interface with USCIS ELIS. Eventually, most or all benefit requests filed with and adjudicated by USCIS will be incorporated in USCIS ELIS. As form types and associated benefits transition to USCIS ELIS, the Service Centers will either no longer perform tasks; or perform them at a reduced level in the correspondence, data entry, and fee depositing functional areas.

From the transaction date a form type transitions to USCIS ELIS, 100% of that form type will be in USCIS ELIS from that date forward or shortly afterwards (i.e. processing using the Computer Linked Application Information Management System (CLAIMS) will be discontinued). The following assumptions may impact the level of effort in providing support services and may change as each benefit transitions to USCIS ELIS:

1. Correspondence Management: A form type moved to USCIS ELIS results in less incoming mail, outgoing mail, and a reduction in file movement.
2. Fee Depositing: A form type moved to USCIS ELIS eliminates fee receipting and deposits.
3. Data Entry: A form type moved to USCIS ELIS eliminates data entry; as any remaining data entry work will be completed by the lockbox facilities. (See the Immigrant Visa (IV) processing exception noted below)
4. File Operations: A form type moved to USCIS ELIS results in a reduction in file operations.

If immigration reform comes to pass with legislation, the Office of Transformation Coordination (OTC) assumes forms processing will be done using USCIS ELIS. OTC would prioritize any new form(s) required for immigration reform, although that would likely slow down the transition of the legacy forms, currently in CLAIMS, to USCIS ELIS.

### 3.3 Forms and Fees Available in USCIS ELIS

#### *Form I-539: Application to Extend/Change Non-Immigrant Status*

- a. USCIS ELIS currently receipts approximately 40,000 cases annually;
- b. Applicants can still file via the paper form process and have the option to mail additional evidence/correspondence to a Service Center.

#### *Form I-526: Immigrant Petition by Alien Entrepreneur*

This form is used by an entrepreneur to petition USCIS for status as an immigrant to the United States under a section of law that pertains to immigrant visas for an investor in a new commercial enterprise. This work is processed and adjudicated by the USCIS Immigrant Investment Program Office (IPO); not the Service Centers.

#### *USCIS Immigrant Visa (IV) Processing*

Foreign nationals who seek permanent residence in the United States and receive an Immigrant Visa (IV) from the Department of State (DOS) are required to pay the USCIS Immigrant Fee online using USCIS ELIS. After entering the United States with an IV packet, immigrants are processed through the Port of Entry (POE) by Customs and Border Protection (CBP) officials who send the IV packet to the USCIS Texas Service Center (TSC).

The TSC processes approximately 40,000 immigrant visa packet each month. Processing includes completing data capture of the packet into USCIS ELIS, ordering a Permanent Resident Card for the immigrant, and creating a physical A-File of the packet contents.

The IV packet process include the following:

#### *Incoming Mail*

- Visas are received into the center
- Manifests are verified

#### *Data Collection and Verification*

Tasks include performing data collection from the following source documents and verifying data auto populated by other systems (Consular Consolidated Database (CCD) and the Customer Profile Management System (CPMS)):

- Immigrant Visa summary sheet and/or supporting documents
- Scanning the I-89 (Card Data Collection Form) that captures biometrics/biographic data to produce the Permanent Resident Card (PRC)
- I-864 (Affidavit of Support)

USCIS plans to introduce the biometrics transfer of photographs and fingerprints into CPMS; that will be linked to the USCIS ELIS record without any need for manual scanning, thus replacing the paper I-89.

#### *File Assembly*

An A-File is created containing all the Visa packet contents.

#### *Miscellaneous Processes Performed in USCIS ELIS*

Forms submitted in USCIS ELIS, other than those in the IV packets; typically have the following file operations performed by contractor personnel at a Service Center:

- a. Scanning; including Request for Evidence (RFE) documents submitted by mail, where the applicant opted to mail the requested evidence rather than uploading it themselves in USCIS ELIS;
- b. Updating or correcting data previously recorded in USCIS ELIS by the account holder;

When a form type transitions to USCIS ELIS from a legacy USCIS system (e.g., CLAIMS, C3, C4, RAPS or MFAS), Section 4.0 of the PWS outlines its likely impact in each SCOSS functional area (i.e. correspondence management, data entry, fee processing, and file operations).

For those requirements remaining under USCIS ELIS, the same performance standards and measures shall be enforced as with the Legacy systems.

To learn more about USCIS ELIS, visit the USCIS website at [www.uscis.gov/uscis-elis](http://www.uscis.gov/uscis-elis).

## **4.0 CONTRACTOR TASKS/REQUIREMENTS**

**The requirements identified in this PWS will be performed in accordance with the USCIS Records Operations Handbook (ROH), and other USCIS, local and national policies and procedures as described in Attachment 8.6, Policies and Procedures.**

### **4.1 General Requirements**

<b>Background</b>	The normal hours of operation at the Service Centers are 6:00 a.m. - 11:30 p.m., Monday through Friday, excluding federal holidays; or at the direction of the Service Center Director. Should the volume of incoming files increase significantly, it may be necessary to extend operating hours to as much as 24 hours per day. However, due to the nature of the USCIS mission, some file operations are performed and must be supported outside the normal hours of operation and/or on weekends. The Contractor shall obtain written approval of the Contracting Officer's Representative (COR) for work schedules different from the normal hours of operation one (1) week prior to the commencement of the schedule. The Contractor shall actively manage its workforce to perform all the requirements of the contract.
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- 4.1.1 The Contractor shall provide onsite management and implement appropriate management systems to assure the quality, reliability, accuracy, and timeliness of all services and products provided to USCIS. In addition, the Contractor shall keep the onsite CORs updated on operational status and plans.
- 4.1.2 The Contractor shall comply with USCIS policies, procedures, user guides, and regulations in effect during the performance of the contract.
- 4.1.3 The Contractor shall provide reports required in the contract or contained in service center policies and procedures.
- 4.1.4 The Contractor shall report without delay to the COR and CO any attempted bribery, suspected fraud, waste or abuse, and any accidents, theft or robbery. The contractor shall provide a written report of such incidents to the COR and CO upon request.
- 4.1.5 The Contractor shall require all contractor personnel to sign nondisclosure statements affirming that they will not disclose data they encounter in the performance of the contract to any unauthorized entity.
- 4.1.6 The Contractor shall not make any unauthorized disclosures of Personal Identifiable Information (PII).



- 4.1.7 The Contractor shall maintain accounting of 45-day supply of consumables, or whatever period of supply is standard at a specific center, including mail supplies available through the United States Postal Service (USPS) and courier companies, to meet all requirements of the contract. The Contractor shall provide sufficient notice to the COR of the need for additional consumables to enable timely replenishment.
- 4.1.8 The Contractor shall operate and perform basic user maintenance on government provided equipment in accordance with Original Equipment Manufacturer (OEM) and service center instructions and as directed by the COR. This may include, but is not limited to, making necessary adjustments to equipment to accommodate various size letters and correspondence, clearing paper jams, and changing toner cartridges, etc.
- 4.1.9 The Contractor shall provide notification to the COR within one (1) hour (measured during normal hours of operation) of government provided systems or equipment malfunctions, downtime or failure.
- 4.1.10 The Contractor shall obtain the written approval of the COR for work schedules that are different from the normal hours of operation one (1) week prior to the commencement of the schedule.
- 4.1.11 The Contractor shall actively manage its workforce to maintain operational flexibility to perform the requirements of the contract at all times, regardless of variation of the workload at any specific processing areas within the records management lifecycle. Operational flexibility can include cross-training employees to work in more than one area, employ part-time employees that could be converted to work full-time if needed and a general readiness to work overtime hours when notified in advance by the COR.
- 4.1.12 The Contractor shall maintain the capability to accommodate spikes in workload volumes that occur from time to time and that are predicted at least 45 calendar days in advance of the anticipated sudden increase in workload volumes. These spikes may be attributable to the beginning of an application period, anticipated changes in fees to be charged, or other phenomena. A prime example of an event is for the annual H1B CAP filing season which begins annually on April 1<sup>st</sup>. Contractors are notified around January of the same year to prepare for an increased surge of work. The normal workday typically extends to 17.5 hours.
- 4.1.13 Except as provided in the next section 4.1.14, the Contractor shall maintain the capability to accommodate surges in data collection volume of up to 25% above the daily average receipt volume for the previous 20 business days. In the event the data collection volume exceeds 125% of the rolling daily average for the previous 20 business days, the Contractor is only held responsible for meeting the timeliness performance requirements for 125% of the rolling daily average; the balance may be processed on the next business day and may be considered – for the purposes of surge management only – as part of the data collection for the next day. If the surge extends beyond one day, then the Contractor shall continue to perform under the same rule for as long as the surge lasts, recalculating the rolling daily average data collection volume and the 125% volume each day based on the previous 20 business days.
- 4.1.14 On Mondays and the first business day after federal holidays, the Contractor shall maintain the capability to accommodate surges in data collection of up to 50% above the daily average receipt volume for the previous 20 business days. In the event the data collection volume exceeds 150% of the rolling daily average for the previous 20 business days, the Contractor is only held responsible for meeting the timeliness

performance requirements for 150% of the rolling daily average; the balance may be processed on the next business day and may be considered – for the purposes of surge management only – as part of the data collection for the next day.

- 4.1.15 The Contractor shall be familiar with Continuity of Operations Plans (COOP) and security plans applicable at the Service Centers and shall adhere to the requirements to perform contained within these plans.
- 4.1.16 The Contractor shall report suspicious packages and after release, process the packages.
- 4.1.17 The Contractor shall pick up correspondence a minimum of once per day from each USPS facility serving the Service Center Monday through Friday (excluding federal holidays), unless otherwise directed by the COR, using Contractor provided transportation. The COR may require additional pickups on certain days, as deemed necessary.
- 4.1.18 The Contractor shall process all outgoing third party courier correspondence in accordance with the courier's delivery system. (Follow the local SOP at the Service Centers)
- 4.1.19 The Contractor shall return non-conforming correspondence to USCIS for guidance or disposition within two business days.
- 4.1.20 The Contractor may be required to expedite special file requests by accurately identifying, locating, retrieving, and delivering the requested files to the requestor within two hours of the emergency request, during business and non-business hours.
- 4.1.21 The Contractor shall create and maintain temporary holding areas within the Service Centers for files pending further action (e.g., receipt of payment, fingerprints, or evidence).
- 4.1.22 The Contractor shall complete all mandatory USCIS training annually as specified with Attachment 8.9 or as directed by the COR.

#### **4.2 Correspondence Management Support Requirements**

<b>Background</b>	<p>The Contractor shall perform all tasks necessary for, or incidental to, the receiving, processing, securing, and delivery of incoming and outgoing correspondence for all components in the Service Centers and for the USCIS Regional Headquarters for the Western Region (co-located within the Federal Building housing the CSC in Laguna Niguel, CA) and the E-Verification office (co-located within the Star building at NSC in Lincoln, NE). This function includes the proper handling, securing, and delivery of registered mail, which is an authorized means of transmitting classified information at the Secret level. All personnel handling or transporting registered mail must possess a security clearance at the Secret level. Contractors will be responsible for processing mail classified at the SECRET level on a daily basis. Mail at the secret level will include high profile application files and letter head memos (LHMs) that are delivered to the Service Center sealed with secret written or stamped all over the inner envelope. Contractors may not open the inner envelope and must deliver them in dual custody to the designated personnel with secret clearance.</p> <p>Under USCIS ELIS, processes under Section 4.2 will be identical; but the volume of</p>
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	work will be eliminated or greatly reduced.
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The following terms are defined and applies to Section 4.2, 4.3, 4.4, 4.5, 4.6, and 6.0.

- Standard represents what the Government expects the Contractors to perform specifically in order to meet the performance requirement.
- Measure represents how the Government will monitor and evaluate whether the contractor has met the performance standards.
- Legacy Systems identifies the work that are currently performed under the current USCIS petition processing systems.
- USCIS ELIS identifies what will happen with the performance requirements when USCIS ELIS becomes fully implemented.

4.2.1 The Contractor shall endorse incoming fees immediately upon opening the envelope.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Incoming fees are immediately endorsed upon opening the envelope.	ELIMINATED
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

4.2.2 The Contractor shall route, process, and account for all correspondence, including but not limited to USPS correspondence, courier service packages, etc., to and from sources external to the Service Center, in a manner that optimizes proper file management and security, expedites data collection, maintains financial accountability, and maximizes throughput.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Route, process, and account for correspondence.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

4.2.3 The Contractor shall receive all correspondence delivered by the USPS, any approved third party couriers, and/or authorized government agencies during normal hours of operation.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Receive all correspondence delivered by the USPS, approved third party couriers, and/or authorized government agencies during normal hours of operation.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

4.2.4 All correspondence (excluding certain exceptions) shall be opened, sorted, date stamped, properly handled, and timely processed and routed by the Contractor.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	All correspondence received is opened, sorted, date stamped, properly handled, and routed in time for processing and receipting within the same day.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.2.5 The Contractor shall log registered mail, certified mail, and any other correspondence (such as foreign mail) that may be designated by the COR.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Registered and certified mail is logged. All other correspondence designated by the COR is logged.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.2.6 The Contractor shall receive and account for Post Office Non-Deliverable Securities (PONDS) in a prepared daily manifest.

	Legacy Systems	USCIS ELIS
<b>Standard 4.2.6-1</b>	PONDS correspondence is accurately processed	Remains Unchanged
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.2.6-2</b>	PONDS correspondence is received and accounted for in a prepared daily manifest.	Remains Unchanged
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.2.7 The Contractor shall correctly prepare, seal, and meter outgoing correspondence to USPS or designated third parties.

	Legacy Systems	USCIS ELIS
<b>Standard 4.2.7-1</b>	Outgoing correspondence is metered by the daily scheduled time.	Remains w/Reduced Volume
<b>Measure</b>	Random Sampling	
<b>Standard 4.2.7-2</b>	Outgoing correspondence has the appropriate affixed postage for the weight and class.	Remains w/Reduced Volume
<b>Measure</b>	Random Sampling	
<b>Standard 4.2.7-3</b>	Outgoing correspondence is properly prepared for mailing with accurate, complete, and visible delivery addresses and billing information.	Remains w/Reduced Volume
<b>Measure</b>	Random Sampling	
<b>Standard 4.2.7-4</b>	Outgoing correspondence includes inserts or fliers when required.	Remains w/Reduced Volume
<b>Measure</b>	Random Sampling	
<b>Standard 4.2.7-5</b>	Outgoing mail/files are prepared for metering by close of the next business day after being received in the mail room.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.2.8 The Contractor shall deliver outgoing correspondence to USPS or designated third parties.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Outgoing correspondence is delivered to USPS or to designated third parties at a minimum of once per business day, Monday through Friday (excluding federal holidays), on the same date the correspondence was metered.	Remains w/Reduced Volume
<b>Measure</b>	Random Sampling	

- 4.2.9 The Contractor shall notify the Service Center COR of the need to replenish postage meters whenever the balance falls below \$25,000.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	All postage meter transactions shall be reported to the Service Center COR on the first business day of each month for the previous month.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

#### 4.3 Data Collection Support Requirements

<b>Background</b>	The accuracy of data collection is critical to the USCIS mission and includes, but is not limited to, keying fields such as A-file number, date of birth, name and alias(es), social security number, address, attorney name and address, monetary amount, corrections, updates to applicant/petitioner information, and other pertinent information. The Contractor is required to verify the accuracy of the information they enter into USCIS systems. Accurate data entry may require the Contractor to search for valid data within source documents when entering information from specific forms. The Contractor should anticipate occasional electronic system outages in order to direct work efforts to other activities. Data Collection Support does not include making system updates for previously existing records. Rather, these updates include address changes, name changes, correcting errors, adding or changing an attorney of record, and recording incoming and outgoing correspondence such as Request for Evidence (RFE), RAP Sheets, and similar documents.
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- 4.3.1 The Contractor shall accurately assemble forms, to include supporting documents and other materials.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	The Contractor accurately assembles forms, to include supporting documents and other materials.	Eliminated
<b>Measure</b>	Random Sampling	

- 4.3.2 The Contractor shall review applications/petitions and supporting documents for completeness, jurisdiction, signature, and correct fees; and process those compliant and non-compliant applications/petitions.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	The application/petition and supporting document is correctly identified as compliant (acceptable) or non-compliant (reject).	Eliminated
<b>Measure</b>	Periodic Observation and Validated Customer Complaints	

- 4.3.3 The Contractor shall collect information from forms and source documents and correctly input data into various formatted screens within established processing timeframes. Accuracy is defined as no data entry errors on the entire form or document.

	Legacy Systems	USCIS ELIS
<b>Standard 4.3.3-1</b>	Data collection of all fee-related forms not in CLAIMS 4 must be completed by close of the working day (11:30 p.m.) on the day received at the Service Center.	NA
<b>Measure</b>	Random Sampling	
<b>Standard 4.3.3-2</b>	Data collection of any CLAIMS 4 form must be completed by close of the working day (11:30 p.m.) on the next business day after being received at the Service Center.	NA
<b>Measure</b>	Random Sampling	
<b>Standard 4.3.3-3</b>	Data collection of non-fee related forms must be completed by close of the working day (11:30 p.m.) on the second business day after being received at the Service Center.	Remains w/Reduced Volume
<b>Measure</b>	Random Sampling	
<b>Standard 4.3.3-4</b>	Complete and accurate data collection of all fee and non-fee related forms and source documents completed accurately within established processing timeframes.	Eliminated
<b>Measure</b>	Random Sampling	

- 4.3.4 The Contractor shall appropriately and correctly prepare and affix processing identifiers.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Processing identifiers are appropriately and correctly prepared and affixed to applications, petitions, processing worksheets, and file jackets.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.3.5 The Contractor shall generate and interfile screen prints, as required.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Screen prints specified in the form's Standard Operating Procedure (SOP) are generated and interfiled.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.3.6 The Contractor shall accurately scan materials and, as required, perform cropping, scaling, and adjusting of contrast and brightness necessary to achieve an acceptable quality image for document production.

	Legacy Systems	USCIS ELIS
<b>Standard 4.3.6-1</b>	Necessary adjustments are made to system data equipment to achieve an acceptable quality image for document production.	Eliminated (becomes 4.5.15 under ELIS)
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.3.6-2</b>	Materials are scanned by the close of business on the second day the materials are received at the Service Center or upon request from USCIS.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.3.7 The Contractor shall scan, process, and verify fingerprint cards (FD-258) for submission to the Federal Bureau of Investigation (FBI).

	Legacy Systems	USCIS ELIS
<b>Standard 4.3.7-1</b>	Fingerprint submissions are accurately scanned, processed, and verified.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.3.7-2</b>	Non-orphan or non-adoption fingerprints are submitted by close of the second business day following being received at the service center.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.3.7-3</b>	Orphan and adoption cards are processed and submitted by close of business the next business day following being received at the Service Center.	Remains w/Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.3.8 The Contractor shall create files during data collection.

	Legacy Systems	USCIS ELIS
<b>Standard 4.3.8-1</b>	Fee-related forms requiring an A-File, T-File, or a receipt file (as appropriate) shall have a file created by close of working day (11:30 p.m.) on the same business day received at the Service Center.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.3.8-2</b>	Non fee-related forms requiring either an A-File, T-File, or receipt file (as appropriate) shall have a file created by close of working day (11:30 p.m.) on the second business day following being received at the Service Center.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.3.8-3</b>	No duplicate A-file records are created.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.3.8-4</b>	The appropriate file types, A-file, T-file, or receipt files are accurately created.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.3.9 The Contractor shall accurately process manually rejected applications, petitions, fees and hardcopy remittances within established timeframes.

	Legacy Systems	USCIS ELIS
<b>Standard 4.3.9-1</b>	Manually rejected applications/petitions and associated rejection letters/fees are accurately reviewed to ensure that the incoming applicants request for benefits cannot be processed.	Remains w/ Reduced Volume
<b>Measure</b>	Random Sampling	
<b>Standard 4.3.9-2</b>	Manually rejected applications/petitions are accurately processed and USCIS stamps appearing on the back of incoming fees are voided; that the wording provided in the rejection letter documents	Remains w/ Reduced Volume

	the correct reason for rejection; and that processing employee codes are noted on all returned applications and petitions.	
<b>Measure</b>	Random Sampling	
<b>Standard 4.3.9-3</b>	Manually rejected applications/petitions, and any received fees are accurately data collected into a formatted system.	Eliminated
<b>Measure</b>	Random Sampling	
<b>Standard 4.3.9-4</b>	The manually rejected application/petition, rejection letter, and any associated fees are returned to the applicant by close of the third business day following being received in the Service Center.	Eliminated
<b>Measure</b>	Random Sampling	

#### 4.4 Fee Collection Requirements:

<b>Background</b>	<p>The accuracy and timeliness of fee collection and deposit is instrumental to the success of the USCIS mission; and includes, but is not limited to, collecting, reviewing, endorsing, and depositing fees (negotiable items). To complete this, the Contractor shall collect fees, review fees (negotiable instruments) for acceptability, and process fees by accurately preparing and timely depositing all fees through electronic funds transfer. The Contractor is also responsible for accurately reconciling and reporting deposits on a daily basis.</p> <p>Under ELIS, it is not anticipated that Service Centers will collect or deposit negotiable fee instruments.</p>
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- 4.4.1 The Contractor shall review receipted fees for acceptability and ensure the fee is endorsed in accordance with the Treasury Financial Manual.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Receipted fees are reviewed for acceptability and endorsed in accordance with the Treasury Financial Manual prior to deposit.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.4.2 The Contractor shall prepare a daily deposit ticket accurately reflecting the total of all endorsed receipted fees. The Contractor shall complete the daily deposit not later than the daily electronic deposit deadline of 9:30pm Eastern Time. The Contractor shall accurately complete and include in each daily deposit packet any supporting documentation (line-off sheets, void sheets, etc.) used to support the deposit amount.

	Legacy Systems	USCIS ELIS
<b>Standard 4.4.2-1</b>	The prepared deposit ticket reflects an accurate total of the days' endorsed receipted fees.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.4.2-2</b>	The daily deposit is completed prior to established cut-off time.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.4.2-3</b>	All supporting documentation is completed accurately and is included with the daily deposit packet.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	



- 4.4.3 The Contractor shall submit a report showing individual deposit totals to USCIS on a daily basis or as required.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	All deposits are accurately generated, prepared, reconciled, and reported daily.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.4.4 The Contractor shall monitor and safeguard all fees at all times while within the Contractor's custody.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	All fees are monitored and safeguarded at all times when in the custody of the Contractor.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

#### 4.5 File Operations Support

<b>Background</b>	<p>Successful performance of File Operations Support is critical to the success of this contract and to the USCIS mission. The Contractor is required to receive, store, retrieve, maintain, and distribute files and internal correspondence in a timely, complete, and accurate manner. File content is dictated by documentation requirements imposed by law, regulation, or public policy. Files may be in paper, electronic, or digitized formats. The Contractor is also required to update USCIS tracking systems, annotate appropriate actions on case processing worksheets, manifest cases and documents being transferred as required, perform and follow-up File Transfer Requests (FTR), Manual Search Requests (MSR), and perform file sorts and file pulls as requested.</p> <p>Under USCIS ELIS, paper files will be created only rarely and when requested by a non-USCIS ELIS using entity such as Executive Office of Immigration Review (EOIR) or Board of Immigration Appeals (BIA). Under USCIS ELIS, existing paper files (primarily A-Files) will continue to be utilized in conjunction with adjudication of a USCIS ELIS record; therefore, many legacy file operations will remain during USCIS ELIS adjudication.</p>
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- 4.5.1 The Contractor shall create all files when required during file operations.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.1-1</b>	Files required by USCIS are created by close of the second business day following request from USCIS.	Eliminated* (non-ELIS using entity)
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.1-2</b>	No duplicate A-file records are created.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.1-3</b>	Files are accurately created.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.2 The Contractor shall accurately request required files from external sources, such as other centers, district offices, the National Records Center (NRC), etc. within established timeframes.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.2-1</b>	Contractor accurately requests required files from external sources.	Remains
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.2-2</b>	Required external file requests are completed by close of the next business day following the request by USCIS.	Remains
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.3 The Contractor shall fulfill internal (within the center) and external (originating from other centers, district offices, the NRC, etc) file requests for information by identifying, locating, retrieving and delivering the correct file(s) within the established timeframes.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.3-1</b>	Contractor responds to USCIS file requests by retrieving the correct file(s).	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.3-2</b>	Files are delivered (internal requests) or mailed (external requests) by close of the next business day (or within other designated timeframes) following request.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.4 The Contractor shall accurately perform file sorts.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Files are accurately segregated, filed, and routed within established time frames or designated by the COR.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.5 The Contractor shall file and re-file records.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.5-1</b>	Unless otherwise directed by the COR, newly receipted applications and/or petitions are filed by close of the next business day following receipting at the service center.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.5-2</b>	Other incoming files are re-filed by close of the next business day following being received at the service center.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.6 The Contractor shall track and update files in the National File Transfer System (NFTS) upon movement or as requested by USCIS. The Contractor shall accurately update data in various USCIS systems (C3, C4, ELIS, etc.).

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.6-1</b>	Files are correctly updated in USCIS systems.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.6-2</b>	Files are tracked in NFTS upon movement.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.6-3</b>	Data is accurately updated in USCIS systems.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.6-4</b>	Tracking and updating functions are completed within established timeframes or as designated by the COR.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.7 The Contractor shall reconcile and resolve issues identified through system generated error and recurring reports.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	The Contractor reconciles and resolves issues identified through system generated error and recurring reports as required within established timeframes or designated by the COR.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.8 The Contractor shall accurately consolidate files, physically and electronically, within established timeframes.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.8-1</b>	Files are accurately consolidated, both physically and electronically.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.8-2</b>	The consolidated process is completed by close of the third working day following being received by the Contractor.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.9 The Contractor shall maintain a tracking process for files held in temporary holding areas. The Contractor moves files maintained in the temporary holding areas to the next stage of the process.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.9-1</b>	The Contractor maintains a tracking process that accurately identifies the expiration of files held in temporary holding areas.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.9-2</b>	The Contractor moves files maintained in temporary holding areas to the next stage of the process when required.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.10 The Contractor shall accurately interfile, connect, and route all correspondence or Request for Evidence (RFE) with corresponding file(s) and update systems within established timeframes.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.10-1</b>	Evidence is connected by close of the third business day following being received at the service center.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.10-2</b>	Interfiling is completed by close of the fifth business day.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.10-3</b>	Files are routed to the adjudicating officer by close of the next business day following requested evidence being connected to the file.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.10-4</b>	Interfiling/evidence are connected and affixed to the correct file.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.10-5</b>	Received evidence for non-premium files are updated in USCIS systems on the next business day received in the service center.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints.	
<b>Standard 4.5.10-6</b>	Received evidence for premium files are updated in USCIS systems on the same business day received in the service center.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints.	

- 4.5.11 The Contractor shall maintain files.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	File maintenance is performed.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.12 The Contractor shall review and prepare files for shipment to the National Records Center (NRC), Harrisonburg (HBG), or other locations. Additionally, the Contractor shall verify that closed files are noted as closed with a decision stamp within the physical file before preparing the file for storage.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.12-1</b>	Files are reviewed to ensure that each file is properly prepared and staged to the NRC or other locations.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.12-2</b>	Files noted as closed are physically reviewed to ensure the file is noted as closed.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.13 The Contractor shall accurately prepare, verify, and retain a copy of manifests going from the service center and retain a copy of all manifests received at the service center, including E-filing reports.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.13-1</b>	Outgoing manifests are accurately prepared and verified to contain current supporting information.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.13-2</b>	Incoming manifests are verified to match manifest against contents.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.13-3</b>	Electronic copies of manifests are properly maintained at the service center.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.13-4</b>	Report inconsistencies on incoming manifests within one business day to USCIS.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.14 The Contractor shall perform system queries and searches in USCIS systems, and places a screen print(s) of the search result(s) in the file, when required.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.14-1</b>	The Contractor accurately performs all system queries and searches.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.14-2</b>	Screen prints are printed and placed in the corresponding file within the established timeframe.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.15 The Contractor shall accurately scan materials and, as required, perform cropping, scaling, and adjusting of contrast and brightness necessary to achieve an acceptable quality image for document production.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.15-1</b>	Necessary adjustments are made to the system data equipment to achieve an acceptable quality image for document production.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.15-2</b>	Materials are scanned by close of business day that the materials are received at the service center or request from USCIS.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.16 The Contractor shall correctly assemble E-filed applications and petitions into files.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.16-1</b>	E-filed forms are accurately assembled.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.16-2</b>	E-filed forms are assembled by the close of the next business day following the receipt of the application/petition by the Contractor.	Eliminated

<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
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- 4.5.17 The Contractor shall ensure that files are "adjudication ready" when they are sent to an adjudication division within the service center. The files forwarded to an adjudication division for adjudication are complete and ready to be adjudicated in accordance with the Standard Operating Procedures (SOP) for the form in question.

	<b>Legacy Systems</b>	<b>USCIS ELIS</b>
<b>Standard 4.5.17-1</b>	The correct type and number of requested forms are pulled and A-files consolidated.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.17-2</b>	All required screen prints are produced and connected to the correct file.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.17-3</b>	Files are charged out to the correct officer in NFTS.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.17-4</b>	All required name check and finger print results are posted in screen prints.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.17-5</b>	All files are accurately assembled and properly maintained.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.17-6</b>	Work orders are staged for delivery within the time frame allowed by the Service Center specific SOPs (normally 1-3 business days).	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.18 The Contractor shall pick up, continuously sort, and deliver for internal distribution printouts and files between correspondence stops within the service center as established by the COR. The Contractor picks up correspondence, printouts, and files no less than twice daily as scheduled by the COR.

	<b>Legacy Systems</b>	<b>USCIS ELIS</b>
<b>Standard 4.5.18-1</b>	Scheduled internal correspondence is picked up twice daily at each designated correspondence stop.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.18-2</b>	Internal correspondence is delivered to its designated correspondence stop no later than close of business on the next business day.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.19 The Contractor shall photocopy application and petition-related documents when required.

	<b>Legacy Systems</b>	<b>USCIS ELIS</b>
<b>Standard 4.5.19-1</b>	Application and petition-related documents are photocopied accurately and completely.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

<b>Standard 4.5.19-2</b>	Photocopies are produced by the Contractor when required.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.20 The Contractor shall generate required USCIS approved letters, notices, and messages, including e-mail, text messages, and faxes.

	<b>Legacy Systems</b>	<b>USCIS ELIS</b>
<b>Standard</b>	Generates required USCIS approved letters, notices, and messages, including e-mail, text messages, and faxes.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.21 The Contractor shall accurately create I-512 travel documents within established timeframes.

	<b>Legacy Systems</b>	<b>USCIS ELIS</b>
<b>Standard 4.5.21-1</b>	The Contractor accurately creates required I-512 travel documents.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.21-2</b>	The Contractor creates required I-512 documents by close of business the next business day after document is approved and returned by adjudication.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.22 The Contractor shall process documents received from district, port of entry, or consulate offices.

	<b>Legacy Systems</b>	<b>USCIS ELIS</b>
<b>Standard 4.5.22-1</b>	Records received that do not require system relocation are processed by the close of the next business day after being received at the service center.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.22-2</b>	Records that require system relocation are processed by the close of the fifth business day after being received at the service center.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.22-3</b>	Documents other than records are processed by the close of the third business day at the service center.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.23 The Contractor shall complete an audit of the physical location of each file in accordance with the Records Operation Handbook (ROH) and accurately reconciles files to system generated reports.

	<b>Legacy Systems</b>	<b>USCIS ELIS</b>
<b>Standard</b>	The Contractor completes an audit of the physical location of each file in accordance with the ROH requirement of one year.	Remains w/ Reduced Volume
<b>Measure</b>	Per results of annual audit.	

- 4.5.24 The Contractor shall track, secure, and be accountable for all issued empty pre-printed A-File jackets in their possession.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	The Contractor tracks, secures, and is accountable for all issued empty pre-printed A-File jackets in their possession.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.25 The Contractor shall timely identify and prepare materials for destruction when required in accordance with the ROH and /or as directed by the COR.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Materials needing to be destroyed are timely identified and prepared for USCIS review in accordance with the ROH and/or as directed by the COR.	Remains w/ Reduced Volume
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.26 The Contractor shall attach screen prints in accordance with the centers SOP for the form in question.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Screen prints shall be attached in accordance with the centers SOP for the form in question.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

- 4.5.27 This task currently only applies to the Nebraska Service Center. The Contractor shall provide the necessary support needed to process Re-Entry Permit (REP) and Refugee Travel Document (RTD) booklets within one business day of receiving the booklets from the Integrated Card Production System (ICPS). (See DAAG/MAAC "Booklet Support")

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.27-1</b>	Booklets going to consulates have the applicant's foreign address affixed to the I-797 Approval Notice.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.27-2</b>	The I-797 Approval Notice is wrapped around the booklet and secured with staples.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.27-3</b>	Data on each booklet (name, COB, DOB, etc.) is compared to the data from the application. If any discrepancies are noted, the booklet is returned to USCIS.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.27-4</b>	Booklet is ready to be mailed no later than one business day after receiving it from ICPS.	Eliminated
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	



4.5.28 The Contractor shall schedule biometric appointments as required.

	Legacy Systems	USCIS ELIS
<b>Standard</b>	Biometrics appointments are scheduled as required.	Remains
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

4.5.29 The Contractor shall provide an initial point of contact(s) to receive requests for assistance by e-mail and if required, in person; commonly referred to as Help Desk.

	Legacy Systems	USCIS ELIS
<b>Standard 4.5.29-1</b>	One contact at minimum is co-located at each building where data entry or adjudications is performed until 5:00 pm, or as specified by the service center COR.	Remains
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	
<b>Standard 4.5.29-2</b>	All requests for assistance are acknowledged and responded to by e-mail or verbally.	
<b>Measure</b>	Periodic Observation & Validated Customer Complaints	

#### 4.6 Fraud Detection and National Security:

<b>Background</b>	<p>The Office of Fraud Detection and National Security (FDNS) is a directorate within USCIS. FDNS was created in 2004 to protect national security and the integrity of the legal immigration system. FDNS develops policies and procedures designed to detect fraud and implements programs that eliminate vulnerabilities in the immigration, petition and application process. FDNS is USCIS' primary conduit of information to other law enforcement and intelligence agencies, providing accurate information to external partners on fraud trends and patterns discovered in the course of agency operations. FDNS provides quality, customer focused services to all immigrants who are entitled to a benefit and who request them legally.</p> <p>The FDNS Fraud Detection Branch (FDB) is tasked with implementation and oversight of anti-fraud operations. This branch develops fraud related policies that systematically identify possible fraudulent activity and indicators of potential fraud. To this end, the Administrative Site Visit and Verification Program (ASVVP) was developed and implemented in 2008 to assist FDNS in its effort to verify the existence of petitioner organizations and beneficiaries who have applied to USCIS for a benefit. Inspections and interviews are conducted to verify the physical existence of petitioner organizations, employers, jobs, salaries, places of worship and beneficiaries. Verified information is captured and recorded on worksheets by inspectors and is transmitted to USCIS for update in FDNS-DS (FDNS' case management system).</p> <p>FDNS is developing a new Intelligent Investigative Case Management System (IICM) which intends to replace and expand the current FDNS-DS case management capabilities at some point during the re-compete lifecycle period of performance. FDNS anticipates IICM implementation will streamline and automate FDNS operations which may include current uses, volumes and requirements of data entry and file operations in place under the current SCOSS contract. Offerors should be aware and are notified that IICM has the potential of changing or eliminating current or future workloads, volumes, contractors and requirements as IICM becomes operational and as new releases are phased-in over time.</p>
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##### 4.6.1 ASVVP and CFDO Data Collection Support (Priced under CLIN 0007, 0009, and 0010):

<b>Background</b>	<p>ASVVP data collection and entry into FDNS-DS is performed at the CSC and the VSC. Specific pre and post adjudication forms for employment based and religious worker petitions (i.e. I-129 and I-360) are randomly selected by the Center Fraud Detection Operations (CFDO) Units from submitted petitions and applications awaiting shipment to storage.</p> <p>New records will be created in FDNS-DS. The Contractor shall be required to enter accurate information into FDNS-DS system. Accurate data entry may require the Contractor to search for valid data within source documents when entering information from specific forms.</p> <p>The Contractor shall perform scanning for the ASVVP requirement from forms, petitions and source documents and attach the documents to various formatted tabs and sub-tabs within FDNS-DS. Accuracy is required to assure documents are attached to the correct cases and tabs within the system.</p> <p>The Contractor shall perform all data collection work during first shift, from 6AM – 2:30PM. FDNS-DS data collection is described as the entry of any new record where a</p>
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	<p>receipt number, petitioner, petitioner organization, attorney or beneficiary does not already exist in the system.</p> <p>The exact number of data entry fields is based on form type, number of forms and whether the entry is for a new record or for updates, which are to be grouped and worked as part of file operations. ASVVP data entry will be split evenly between CSC and VSC only. NSC and TSC are not involved with the ASVVP Program.</p> <p>CFDO data collection currently operates at VSC and NSC centers only. NSC's workload will fluctuate throughout the year and staffing requirements will adjust with the work. The workload at VSC is continuous throughout the year. CFDO is the recipient of DACA case information, potential leads and fraud case data that require data collection and entry into FDNS-DS aside from information entered for ASVVP purposes. CFDO receives leads in the form of consular returns, floor referrals, tip letters, and attorney cases, to be data entered into FDNS-DS at all four service centers.</p> <p>Input into FDNS-DS is significantly different than input into CLAIMS3. A time in motion study was performed on FDNS-DS from April to July 2009 to determine data input speeds and the amount of time required to input new cases to the system. For ASVVP input, vendors should anticipate that 2-3 forms can be entered per hour on average into FDNS-DS at VSC and 1.5-2 forms per hour on average at CSC. Time zone differences, service center work shift impact, and system downtime were acknowledged in the study. FDNS data entry should anticipate 5 forms per hour on average.</p> <p>The Workload Balancer (WLB) is a Microsoft Access user interface combined with an SQL database. It combines the features of the ASVVP Zip Code database, which matches zip codes to the FDNS offices with the jurisdiction over the zip code, with additional features that provide a comprehensive list of receipt numbers of petitions considered eligible for an ASVVP site visit. The database is designed to allow users to collect the work site addresses from receipt files and associate them with eligible receipt numbers already populating the database.</p> <p>The Contractor shall anticipate occasional IT system outages in order to direct work efforts to other activities.</p>
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4.6.1.1 The Contractor shall collect information for the ASVVP requirement from forms, petitions and source documents and correctly input data into various formatted tabs and sub-tabs. Accuracy is defined as no data entry errors on the entire form or document.

<b>Standard 4.6.1.1-1</b>	Complete and accurate data collection of all forms and source documents into FDNS-DS System and WLB.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints
<b>Standard 4.6.1.1-2</b>	Data collection of all forms and source documents are completed within established timeframes or as designated by the COR.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints
<b>Standard 4.6.1.1-3</b>	No duplicate records are created.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints

4.6.1.2 The Contractor shall collect information for the CFDO requirement from forms, petitions and source documents and correctly input data into various formatted tabs and sub-tabs. Accuracy is defined as no data entry errors on the entire form or document.

<b>Standard 4.6.1.2-1</b>	Complete and accurate data collection of all forms and source documents into FDNS-DS System.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints
<b>Standard 4.6.1.2-2</b>	Data collection of all forms and source documents are completed within established timeframes or as designated by the COR.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints
<b>Standard 4.6.1.2-3</b>	No duplicate records are created.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints

4.6.1.3 The Contractor shall perform scanning for the ASVVP requirement from forms, petitions and source documents and attach the documents to various formatted tabs and sub-tabs. Accuracy is defined as clear and readable scanned documents accurately attached within FDNS-DS.

<b>Standard 4.6.1.3-1</b>	Complete and accurate scanning of all forms and source documents and attachments into FDNS-DS System.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints
<b>Standard 4.6.1.3-2</b>	Scanning of all forms and source documents are completed within established timeframes or as designated by the COR.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints
<b>Standard 4.6.1.3-3</b>	No duplicate records are created.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints

#### **4.6.2 ASVVP and CFDO File Operations Support (Priced under CLIN 0008, 0011 and 0012):**

<b>Background</b>	<p>ASVVP and CFDO file operations is described as updates of any forms or source data to FDNS-DS and WLB where a record already exists. The Contractor shall perform record updates on records that already exist in FDNS-DS. Cases, Leads, RFA's, and BFA's/CR's) must be updated continuously to include, consular returns, tip/snitch letters, ICE RFA's, Fraud referrals from Exams and Adjudications, Administrative Appeals Office (AAO) and HQ-Refugee Affairs. Also included are large conspiracy cases requiring multiple receipt inputs, people, addresses and organizational fields in existing records. Prosecution cases, statement of findings input and updates. File operation shall comprise of approximately 50% of the work at NSC and TSC.</p> <p>Periodic quality checks of Contractor work will be performed by CFDO and/or USCIS personnel to assure accuracy and timeliness of Contractor performance. Performance will be measured by periodic observation and validated customer complaints to assess adherence to standards.</p>
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4.6.2.1 The Contractor shall update information in FDNS-DS system and WLB in preparation for site visits and assignment.

<b>Standard 4.6.2.1-1</b>	Information is obtained from case work files and is updated in FDNS-DS and WLB.
<b>Measure</b>	Periodic Observation & Validated Customer Complaints.

<b>Standard 4.6.2.1-2</b>	Updates are completed within established timeframes or as designated by the COR.
<b>Measure</b>	Periodic Observation and Validated Customer Complaints

4.6.2.2 The Contractor shall track and update files in NFTS systems upon movement or as requested by USCIS. The Contractor shall accurately update data in FDNS-DS and WLB.

<b>Standard 4.6.2.2-1</b>	Files are correctly updated in FDNS-DS and WLB.
<b>Measure</b>	Periodic Observation & Validated Customer Complaints
<b>Standard 4.6.2.2-2</b>	Files are tracked in NFTS upon movement.
<b>Measure</b>	Periodic Observation & Validated Customer Complaints
<b>Standard 4.6.2.2-3</b>	Tracking and updating functions are completed within established timeframes or as designated by the COR.
<b>Measure</b>	Periodic Observation & Validated Customer Complaints

#### **4.7 Transition**

The Contractor shall complete the transition from predecessor contracts within 60 days after award of the contracts. This transition includes, but is not limited to;

- Formalizing any subcontracts
- Establishing a temporary working site in close proximity to each service center for conducting interviews and meetings.
- Executing a plan for retention of existing staff
- Relocating key management personnel
- Rapid creation and submittal of security clearance packages via E-QIP
- Hiring initial staff
- Reporting progress of transitioning on a weekly basis

#### **4.8 Program Management**

The Contractor Program Management (PM) staff shall manage the performance of all tasks as specified in the PWS.

USCIS expects that the Contractor's program management activities of a Project Manager and qualified key personnel (i.e. Quality Control Manager, Assistant Manager, Transition Manager, etc.) will include:

- Experienced, knowledgeable and capable task managers. They shall be available for both ad hoc and regularly-scheduled meetings at the Government site, as necessary; historically requests have been monthly or less frequently than monthly.
- Capability to provide operational and contract-specific financial information as both scheduled and ad-hoc deliverables;
- Active pursuit of solutions to correct deficiencies;
- All reports and other deliverables as detailed in this PWS (section 5.0);
- Capability to provide Cost Data:
  - Cost of vehicles;
  - Cost of travel of SCOSS-related travel (included within FFP CLINS);
  - Cost of facilities used outside the service centers; and
  - Any other direct costs required by the program management team, including IT resources.

#### **4.9 Key Personnel**

The Program Manager, Site Managers, Quality Manager, and Transition Manager positions listed below are considered key personnel essential to the work being performed hereunder. The Key Personnel positions are required to have satisfactory suitability clearances prior to issuance of the Notice to Proceed. Replacement of Key Personnel shall be in accordance with Homeland Security Acquisition Regulation (HSAR) 3052.215-70 Key Personnel or Facilities.

#### 4.9.1 Program Manager

**Minimum/General Experience:** At a minimum, must have three (3) years of overall project management experience. Experience in Government contracts environment will be considered a strength. Management of projects and/or contracts in excess of \$30 million annually or supervision 200 people or more will be considered a strength.

**Minimum Education:** Bachelor's Degree in one of the following disciplines: program management, business or public administration, technical management, information systems, engineering, finance/accounting, or related fields. Experience may be considered equivalent if experience demonstrated increased depth and breadth of responsibility. A Project Management Professional certification is considered a strength. USCIS will allow a Project Management Professional (PMP) certified by the Project Management Institute (PMI) in lieu of the educational requirements. The web site is [www.PMI.org](http://www.PMI.org).

#### 4.9.2 Site Managers (USCIS Service Centers)

**Minimum/General Experience:** At a minimum, must have two (2) years of overall project management experience. Experience in Government contracts environment will be considered a strength. Management of projects and/or contracts in excess of \$30 million annually or supervision 200 people or more will be considered a strength. Experience with union labor force will be considered a strength.

**Minimum Education:** Bachelor's Degree in one of the following disciplines: program management, business or public administration, technical management, information systems, engineering, finance/accounting, or related fields. Experience may be considered equivalent if experience demonstrated increased depth and breadth of responsibility. A Project Management Professional certification is considered a strength. USCIS will allow a Project Management Professional (PMP) certified by the Project Management Institute (PMI) in lieu of the educational requirements.

#### 4.9.3 Quality Manager

**Minimum/General Experience:** At a minimum, must have three (3) years of experience in managing quality control operations. Must have demonstrated experience in preparing and monitoring internal procedures for adherence to Government regulations and policies, and coordinating operational and administrative actions. Certifications in six sigma quality improvement or lean quality improvement will be considered a strength and higher level certifications will be viewed more favorably than lower level certifications. Quality Certifications from American Society for Quality (ASQ) will be considered a strength and equal to lean or six sigma.

#### 4.9.4 Transition Manager

**Minimum/General Experience:** At a minimum, must have experience in successfully transitioned program of comparable size and scope within the past five (5) years. A comparable size and scope is at least 200 hundred employees working multiple shifts at more than 1 geographically different location. Experience with transitioning Government program(s) will be considered a strength. Experience with multiple successful program transitions will be considered a strength.

## **5.0 DELIVERABLES**

### **5.1 Headquarters Deliverables**

The Contractor shall provide the headquarter deliverables to the Government Program Manager and the COR.

#### **5.1.1 The Monthly Records Operations Workload Activity Report (G-23)**

This report is used for preservation of the agency's historical records, management of electronic files, life cycle of paper files, data entries, fee and correspondence processing, oversight and evaluation of contracted services, certification of records and verification of information from those records.

The G-23 Report captures figures and data from Contractor operations. All reported data must be performed in accordance with Department of Treasury guidelines, the ROH, and USCIS policies and procedures. The Contractor shall develop procedures to consolidate the G-23 data from the service centers and report the results on a consolidated monthly report to the COR. The Contractor shall provide one G-23 for each of the two centers on the contract and a consolidated G-23 covering both of the centers no later than close of business on the tenth business day of the following month.

Please reference Attachment 8.6 – Government Provided Information for report templates.

#### **5.1.2 Daily Workload Activity Report**

The Daily Activity Report, referred to as the Day-At-A-Glance (DAAG), is a compilation of statistics for the workday. The report shall be submitted electronically to the COR and/or the CORs' designees no later than close of business on the next business day following the reported day.

Please reference Attachment 8.5 – DAAG Glossary that defines the requirements for each line of the DAAG.

Please reference Attachment 8.6 – Government Provided Information for report templates.



### **5.1.3 Weekly Workload Activity Report**

The Weekly Workload Activity Report, referred to as the Week-At-A-Glance (WAAG), is a compilation of the DAAGs described in 5.1.2. The report shall be submitted electronically to the COR and/or the COR's designee no later than close of business on the first business day of each week.

### **5.1.4 Monthly Workload Activity Report**

The Monthly Activity Report, referred to as the Month-At-A-Glance (MAAG), is a compilation of the DAAGs for the month. The report shall be submitted electronically to the CO, the COR, and/or the COR's designee no later than close of business on the third business day of the following month.

### **5.1.5 Quarterly Workload Activity Report**

The Quarterly Activity Report, referred to as the Quarter-At-A-Glance (QAAG), is a compilation of the MAAGs over a three month period. The report shall be submitted electronically to the CO, the COR, and/or the COR's designee no later than close of business on the third business day of the following month.

### **5.1.6 Annual Workload Activity Report**

The Contractor shall provide two Annual Workload Activity Reports, referred to as the Year-At-A-Glance (YAAG), to include the same information in the same format as the DAAGs, WAAGs, and MAAGs. The reports shall be submitted electronically to the COR and/or the COR's designee no later than close of business on the tenth business day of the following fiscal year and contract year. One report shall be for the twelve-month contract year and the other report for the Government's fiscal year.

### **5.1.7 Narrative Reports**

The Contractor shall provide weekly, monthly, and annual narrative reports. The reports shall include:

- Production trends, progress, backlogs, and accomplishments
- Issues/problems, proposed/implemented solutions, and corrective actions
- Number of full time employees (FTEs) at the end of the period
- Upcoming plans
- Any other items of significance

The monthly and annual narrative reports shall also include:

- Current staffing chart (roster) for each center
- Turnover rates of employees including changes in key personnel
- Contract expenditures of actuals and forecasts
- Any new procedures or process improvements being considered
- Statistical data on the volume of mail, applications and records processed, and any difficulties or delays in meeting milestones
- The Contractor's analysis of the success of the overall management of the program
- Recommendations to refine the program

The reports shall be submitted electronically to the Contracting Officer, Government Program Manager, and the HQ and On-Site CORs.

<b>Standard</b>	Weekly Reports are submitted no later than the first (1) business day of the following week.
<b>Standard</b>	Monthly Reports are submitted no later than the third (3) business days of the following month.
<b>Standard</b>	Annual Reports are submitted within ten (10) business days following the end of the required reporting period.
<b>Measure</b>	Contractor submits in the specified format along with a transmittal letter in accordance to standards.

### **5.1.8 Continuity of Operations (COOP) plan**

The Continuity of Operations Plan (COOP) is due 45 days after the notice to proceed or after receiving the Government's COOP, whichever is later. It should be consistent with and in compliance with the Government's plan which will be issued within 30 days after contract award.

### **5.1.9 Quality Control/Business Process Improvement plan**

The quality control plan will provide an overview of how quality control will be coordinated by Program Managers. This information must be detailed for each of the two centers and by functional area (file operations, fee collection, data collection and correspondence management).

### **5.1.10 Work Breakdown Structure (WBS)**

A Work Breakdown Structure (WBS) to four levels and the negotiated WBS shall be incorporated into both contracts. The WBS should be broken down by each center and the program office. It will be updated by the Contractor as needed, by government request.

### **5.1.11 Contingency Plans**

A Contingency Plan shall be provided at the request of the Government to address Contractors course of actions in emergency situations that would impact contractor work force and/or work coverage in situations not covered by the COOP plan.

## **5.2 Service Center Deliverables**

### **5.2.1 System Generated Reports**

System generated reports are generated manually by entering a code or are automatically produced depending on which USCIS system is being accessed. System generated reports need to be reconciled and monitored in accordance with USCIS guidance for each individual system to ensure accuracy of electronic records. These reports may require the Contractor to provide subsequent documentation. System generated reports can be categorized as one of the following:

- Informational - Reports generated when needed to verify data, get counts or monitor a process.
- Recurring - Reports generated on a daily, weekly, or monthly basis and require reconciliation to ensure the accuracy of system data. Most recurring reports will grow in size when not reconciled since these reports are cumulative.
- Error - Reports usually generated automatically or by the Office of Information Technology (OIT) when two USCIS systems try to interface and update data. When the data from one system does not match the data from the other system an error report is generated to show which records were not updated. These reports are usually daily and not cumulative.

Guidance about processing these reports can be found in the NFTS/CIS user's manuals, the ROH, and local SOPs.

Reports Guide				
Report Type	Report Name	Report #	Frequency	SCs
NFTS				
Informational	File Listing by Section or RPC Report	060	when needed	All
Informational	File Listing by Status Code Report	100	when needed	All
Recurring	Active Duplicate Files Report	150	monthly	All
Recurring	A & T Report	160	monthly	All
Recurring	Unaudited Files Report	170	monthly	All
Recurring	Internal Pending Files Request Report	190	monthly	All
Recurring	Files in Transit Report	200	monthly	All
Recurring	Search CIS Missing Files Report (Matched Missing	220	monthly	All
Recurring	CIS External Pending Request Report	230	monthly	All
Recurring	Pull Tickets	N/A	daily	All
Recurring	CIS External Pending File Requests Report	R006	Biweekly	All
Error Report	CIS - Unsuccessful Transfer Request Process	330	daily	All
Error Report	CIS-Transfer Confirmation Delete Error Report	340	daily	All
Error Report	CIS-Records Rejected by CIS	350	daily	All
Error Report	CIS Upload Report	N/A	daily	All
Error Report	CIS - CIS Mismatched Report	N/A	daily	All
CIS				
Error Report	CIS Batch File Transfer Error Report	RNPCIARE	daily	All
C4				
Error Report	Adjustment of Status Pending Data	CIPBEVPR	when needed	NSC/TSC
Error Report	Claims 4.0 CIS/Claims Mismatched Report	N/A	daily	NSC
Recurring	Picklists	N/A	daily	NSC
ELIS				
Recurring	IV Fee Daily Report	N/A	daily	TSC
Recurring	IV Card Production Failed Report	N/A	weekly	TSC
Recurring	IV Awaiting ASC Biometrics Report	N/A	weekly	TSC
Recurring	ESB-CPMS ASC Appointment Report	N/A	weekly	TSC
Recurring	Ad Hoc Reports	N/A	weekly	TSC

## 5.2.2 Service Center Generic Reports and Databases

Service Center generic reports are provided and maintained locally by the Contractor. These reports may require manipulating or inputting data, and/or monitoring and electronic or paper transmission of the data, and may require the information to be keyed and maintained in a database. Each report will have different processing times and maintenance requirements. Standard Operating Procedures for the Service Center reports will be maintained and provided by Service Center Records at each site. A listing of the reports appears below.

No.	Report/Database	NSC	TSC	CSC	VSC	All	Frequency
1	SMART Mail Center Report (NEW)					X	Daily
2	Daily Deposit Report					X	Daily
3	PMI Report (Time Center Audit Report)					X	Real Time/Daily
4	Contractor Employee Timesheets					X	Monthly
5	Reject Log					X	Daily
6	Void Log					X	Daily
7	Deposit Log					X	Daily
8	Monthly Deposit Log					X	Monthly
9	Fee Collection Report					X	Daily
10	Expedite Mail Log					X	Daily
11	Pre-Sort Expedited Mail Log					X	Daily
12	Certified Mail Log					X	Daily
13	A-File Create Log					X	Daily
14	File Room Responsibility Chart					X	Weekly
15	Work Order Tracking System (WOTS)		X		X		Daily
16	Work Distribution Unit (WDU) Report		X				Weekly
17	CHAMPS Database		X				Daily
18	I-129 H1B CRIS			X			Daily during CAP
19	File Inventory Shelf Holding (FISH) Report			X			Daily
20	Duplicate Receipt Notices			X			Daily
21	Closed File Verification Report			X	X		Weekly
22	Backlog Reduction and Anomaly Report			X			Daily (as needed)
23	Semi-Annual Audit Plan Report			X			Semi-Annual
24	I-130 Upfront RFE Process			X			Daily
25	1-129 Auto Revocation/Withdrawal Process			X			Daily
26	G-254 Manifest	X					As Needed
27	File Pull Log/File Pick List	X			X		Daily
28	I-485 Case Management System	X					Daily
29	DART Board	X					Daily
30	FBI Name Check Master	X					Daily
31	H1B CAP Report			X	X		Daily during CAP
32	Manage Work Requests Form				X		Daily during CAP
33	CasePro Database				X		Daily

### Standard Management Analysis Reporting Tool (SMART) Mail Center (MC) Report (NEW)

The Contractor shall prepare daily reports to the Service Center COR on the amount spent for mail and courier services.

JANUARY	1-Jan-14	2-Jan-14	3-Jan-14	4-Jan-14	5-Jan-14
~ONLY ENTER DATA WITHIN THE YELLOW HIGHLIGHTED FIELDS~	Wednesday	Thursday	Friday	Saturday	Sunday
Cells highlighted in gray do not require entries-they are set to auto calculate					
<b>PRIORITY MAIL EXPRESS</b>					
DOMESTIC EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
DOMESTIC # PIECES					
INTERNATIONAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
INTERNATIONAL # PIECES	-				
<b>PRIORITY MAIL</b>					
DOMESTIC EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
DOMESTIC # PIECES	-				
INTERNATIONAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
INTERNATIONAL # PIECES	-				
<b>FIRST CLASS MAIL</b>					
DOMESTIC EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
DOMESTIC # PIECES	-				
INTERNATIONAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
INTERNATIONAL # PIECES	-				
<b>FIRST CLASS MAIL CONSOLIDATED</b>					
DOMESTIC EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
DOMESTIC # PIECES	-				
INTERNATIONAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
INTERNATIONAL # PIECES	-				

### Daily Deposit Report

The Contractor shall generate and deliver daily deposit reports to the Service Center COR by close of the business day in accordance with Department of Treasury and USCIS policies and procedures.

PLEASE CHECK THE <http://www.fms.treas.gov/otcnet/index.html> WEBSITE FOR CURRENT INFORMATION ON THE OTCNET PROGRAM

#### 215 Deposit Ticket Report

From Date: 02/07/2014 To Date: 02/07/2014

VSC-14-0087

215 - Deposit Ticket			
OTC Endpoint:VSC	Deposit Ticket No: 034543	Fiscal Agent: FRB Cleveland	Settlement Date:02/07/2014
Cashier ID	Transaction Date	Summary Count	Summary Amount
215 - Detail			
OTC Endpoint:VSC	Description: VERMONT SERVICE CENTER	ALC+2: 7001010394	
	02/06/2014	262	\$193,280.00
	02/06/2014	314	\$186,010.00
	02/06/2014	280	\$201,630.00
	02/06/2014	318	\$151,615.00
Total ALC: 7001010394		1,174	\$732,535.00

Page 1 of 1

#### 215 - Summary

Summary number of count: 1,174  
Summary of total amount: \$732,535.00

### **PMI Report** (also referred to as Time Center Audit Report)

A report provided by the Contractor to validate the hours logged by employees conducting File Room Operation tasks against the hours billed in the Contractor's File Room Invoice. The report is requested from the Contractor via email and hard copy memo letter. The Contractor is provided four business days to supply the PMI Report for the randomly selected employees to compare the PMI hours to the billed File Room hours. This Report is provided to CPAU in Excel format electronically and contains the employee's name, employee number, tasks performed, date, production for the day, and time spent on the operation. The report includes all tasks completed in File Room, Data Entry, Fee Collection and Mailroom Operations. This includes meetings and training sessions.

Microsoft Excel - CA Production - 47740

File Edit View Insert Format Tools Data Window Help Adobe PDF

Type a question

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**Contractor Employee Timesheets** - Contractor Employees Timesheets are requested from the Contractor to validate the File room hours worked by employees against the File room Operation hours billed on the File room Invoice. The Timesheets are provided electronically to CPAU, and the Timesheets indicate the hour spent on File room, Data Entry, and Mailroom Operations.

Entity Code: NGTSI			Location: Laguna Niguel - 24000 Avila Ro			Validation: Passed								
Cost Center: CIS SSC			Function: Default			Date/Time: 03/27/2009 04:04 PM								
Employee Type: Hourly Full Time			Exempt: No											
ID	TC	Network/Order	Activity	Job Code	Shop Order	Cost Center	SAT	SUN	MON	TUE	WED	THU	FRI	Total
1	REG	TB4174089	N/A	N/A	N/A	TBS73A								
✓ REGULAR PAY>>CA Opt Yr 1 Dec-Nov File														
Week Beginning: 03/14/2009							0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00
Week Beginning: 03/21/2009							0.00	0.00	8.00	8.00	2.50	8.00	8.00	34.50
Total per Line:														74.50
2	VAC	N/A	N/A	N/A	N/A	TBS73A								
✓ VACATION														
Week Beginning: 03/14/2009							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Week Beginning: 03/21/2009							0.00	0.00	0.00	0.00	5.50	0.00	0.00	5.50
Total per Line:														5.50
Totals for Week: 03/14/2009							0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00
Totals for Week: 03/21/2009							0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00
Total per Timesheet:														80.00
Timesheet Summary														
Time Code														Total
[REG] REGULAR PAY														74.50
[VAC] VACATION														5.50

**Reject Log** – Log all manually reject applications and petitions. Centers use both Access database and Excel spreadsheets to maintain this information. Below screen shot is a sample of what VSC utilizes.

Reject Notice Creation

Date: Monday, December 02, 2013

Serial Number: 000364

VT#/CRU/YAWA: PP BLURB USER ID EACSM803

Received Date: 1/1/1950

A-File Number:

Receipt Number:

App/Petition Type: G-28 [NOTICE OF ENTRY OF APPEARANCE AS]

Applicant/Petitioner:

Beneficiary:

Applicant Name:

Attorney/Firm/CO:

Address1: 75 LOWER WELDEN

Address2:

City/State/Zip: SAN MARCOS, XX, 00000

Province: OCTEPEQUE

Country: HONDURUS

Postal Code: 43201

Your petition(s) / application(s) and supporting documents are attached. When you have complied with the instructions marked on this form, resubmit your petition(s) / application(s) with this letter and all supporting documents to the address below.

The remittance you submitted:

Has an incorrect or incomplete guarantee amount

Your application/petition can not be processed until the deficiency has been corrected. Please correct and resubmit to the office listed below.

Print Preview

Edit

Print Label

Print Notice

CALLUP SEARCH

PAY

PAY#01

Rider Callup

Your petition(s) / application(s) and supporting documents are attached. When you have complied with the instructions marked on this form, resubmit your petition(s) / application(s) with this letter and all supporting documents to the address below.

The remittance you submitted:

[Has an incorrect or incomplete guarantee amount]

[The guarantee amount is blank]

↑

CLEAR

Add On Item

Records: 1 of 18

Filtered

Search

Page 47 of 162

**Void Log** – Log all receipts that are voided the next day due to fee issues that require adjustments to the daily deposit.

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

### C3.0 Daily Log of "Next Day Rejected / Voided"

Receipt Date: \_\_\_\_\_

Register Number: \_\_\_\_\_

Deposit Date: \_\_\_\_\_

[illegible]



## Deposit Log – Log of the different daily deposits.

1	Deposit Number:	CSC-14-7073	Settlement Date: 01-17-14	Recpt. 01/15/14					
2	Federal Account								
3	Symbol	Item Type	Form Number	Claims 3	Claims 4	Fares	Manuals	Grand Total	
4	701060	40	Unclaimed \$					-	
5	703220	69	General Fund					-	
6	705106.001	IP	I-129 H1B >25 FTE	232,500.00				232,500.00	
7	705106.001	H1	I-129 H1B <25 FTE	17,250.00				17,250.00	
8	705106.001	HS	I-129 H1B - Border Security	24,000.00				24,000.00	
9	70F3875.01	GU	Guam					-	
10	70F3875.01	VI	Virgin Island					-	
11	705389.001	LF	I-129 L-Fraud	91,000.00				91,000.00	
12	705389.001	LG	I-129 L-Fraud for FY06	1,800.00				1,800.00	
13	705389.001	LS	I-129 L-Fraud - Border Security	2,250.00				2,250.00	
14	20X6133	TR	Trust					-	
15	70X5088.1	57	EOIR-29					-	
16	70X5088.1	XP	FD-258			26,520.00	1,445.00	27,965.00	
17	70X5088.1	E1	I-102					-	
18	70X5088.1	X6	I-129	164,450.00				164,450.00	
19	70X5088.1	CW	I-129CW	4,550.00				4,550.00	
20	70F3875.01	MP	I-129CW	3,750.00				3,750.00	
21	70X5088.1	X7	I-129F					-	
22	70X5088.1	X4	I-130					-	
23	70X5088.1	X5	I-131					-	
24	70X5088.1	X9	I-140					-	
25	70X5088.1	E4	I-191					-	
26	70X5088.1	E5	I-192					-	
27	70X5088.1	E7	I-212					-	
28	70X5088.1	B2	I-290B					-	
29	70X5088.1	E9	I-360					-	
30	70X5088.1	X2	I-485					-	
31	70X5088.1	74	I-485 w/Supp					-	
32	70X5088.1	XU	I-485 <14 w/o Supp					-	
33	70X5088.1	YA	I-485 <14 w/o Supp W/O Parent					-	
34	70X5088.1	XC	I-526					-	
35	70X5088.1	XE	I-539	30,740.00				30,740.00	
36	70X5088.1	YK	L-601					-	

## Monthly Deposit Log – A monthly spreadsheet that shows the daily deposit information.

Voucher Number	SP-215 (Claims) CSC #	C-3, LEGAL CLAIMS WAC#	FARES WAC#	Receipt Date	Deposit Date	Settlement Date	C-3, C-4, LEGAL & FARES AMOUNT	MANUAL DEPOSIT AMOUNT	TOTAL ALL AMOUNTS
33949	14-7063	14-062	14-092	12/31/2013	1/2/2014	1/3/2014	\$ 1,019,405.00	\$ 20,505.00	1,039,910.00
33961	14-7064	14-063	14-094	1/2/2014	1/3/2014	1/6/2014	\$ 776,335.00	\$ 19,710.00	796,045.00
33980	14-7065	14-064	14-095	1/3/2014	1/6/2014	1/7/2014	\$ 916,070.00	\$ 4,375.00	920,445.00
33994	14-7066	14-065	14-098	1/6/2014	1/7/2014	1/8/2014	\$ 1,024,680.00	\$ 10,190.00	1,034,870.00
34030	14-7067	14-066	14-099	1/7/2014	1/8/2014	1/9/2014	\$ 933,365.00	\$ 2,560.00	935,925.00
34058	14-7068	14-067	14-100	1/8/2014	1/9/2014	1/10/2014	\$ 1,026,220.00	\$ 1,785.00	1,028,005.00
34088	14-7069	14-068	14-101	1/9/2014	1/10/2014	1/13/2014	\$ 1,041,030.00	\$ 9,930.00	1,050,960.00
34105	14-7070	14-069	14-102	1/10/2014	1/13/2014	1/14/2014	\$ 1,484,025.00	\$ 4,570.00	\$ 1,488,595.00

**Fee Collection Report** - A spreadsheet showing the deposit from C3 and C4 each day. It also lists the number of petitions keyed each day.

Jan-14	Claims 3 Check Count	Claims 4 Check Count	EFRS Check Count	HQLESO/ Re-Scan Check Count	Nationals Check Count	Grand Total Check Counts VSC	CLAIMS 3	CLAIMS 4	EFRS	HQLESO / RE-SCAN	NATIONALS	Grand Total Deposited VSC	CLAIMS 3
1/1/2014	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	0
1/2/2014	964	0	3	0	327	1,294	\$764,635.00	\$0.00	\$1,395.00	\$0.00	\$153,745.00	\$ 919,775.00	1,062
1/3/2014	991	0	2	0	323	1,316	\$753,560.00	\$0.00	\$430.00	\$0.00	\$158,970.00	\$ 912,960.00	1,088
1/4/2014	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	0
1/5/2014	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	0
1/6/2014	1,235	3	5	0	525	1,768	\$968,085.00	\$1,565.00	\$2,350.00	\$0.00	\$255,735.00	\$ 1,227,735.00	1,350
1/7/2014	1,233	4	4	0	711	1,952	\$998,005.00	\$1,480.00	\$1,180.00	\$0.00	\$345,420.00	\$ 1,346,085.00	1,320
1/8/2014	1,468	0	1	0	293	1,762	\$1,162,335.00	\$0.00	\$215.00	\$0.00	\$148,860.00	\$ 1,311,410.00	1,572
1/9/2014	1,455	2	0	0	320	1,777	\$1,159,745.00	\$370.00	\$0.00	\$0.00	\$155,260.00	\$ 1,315,375.00	1,564
1/10/2014	1,438	2	1	0	469	1,910	\$1,177,450.00	\$740.00	\$2,800.00	\$0.00	\$228,175.00	\$ 1,409,165.00	1,565
1/11/2014	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	0
1/12/2014	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	0
1/13/2014	1,659	0	0	0	816	2,475	\$1,334,550.00	\$0.00	\$0.00	\$0.00	\$387,395.00	\$ 1,721,945.00	1,814
1/14/2014	1,463	8	1	0	563	2,035	\$1,218,975.00	\$2,020.00	\$590.00	\$0.00	\$266,620.00	\$ 1,488,205.00	1,641
1/15/2014	1,345	0	7	0	565	1,917	\$1,039,575.00	\$0.00	\$1,880.00	\$0.00	\$271,585.00	\$ 1,313,040.00	1,450
1/16/2014	1,398	1	4	0	465	1,868	\$1,081,350.00	\$1,110.00	\$1,395.00	\$0.00	\$223,715.00	\$ 1,307,570.00	1,515
1/17/2014	1,413	2	3	0	523	1,941	\$1,154,045.00	\$740.00	\$255.00	\$0.00	\$254,730.00	\$ 1,409,770.00	1,583
1/18/2014	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	0

**Expedite Mail Log** – Log of expedited or express mail each day.

Special Package Request ~ Expedite ~ Classified Material ~ Requested

**EXPEDITE!**

Arrived via:

**Fed Ex**

**DHL**

**UPS**

**USPS**

**Tracking #** \_\_\_\_\_

**EAC or A #** \_\_\_\_\_

**Attn:** \_\_\_\_\_

**Deliver to:** \_\_\_\_\_

**Mailroom Received**

**date** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Courier Pick Up**

**date** \_\_\_\_\_ **Signature** \_\_\_\_\_

**POC Received (DE for processing)**

**date** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Pre-Sort Expedited Mail Log** - Log of pre-sort expedited mail each day.

**PRE-SORT EXPEDITE MAIL LOG**

# Of Petitions Enclosed	With SS	Petitioner / Beneficiary	Courier/Tracking #	Pre-sort Rec'd Date	Pre-sort Rec'd Time	Presort Stamp#	DE/FILE Rec'd Date	DE/FILE Rec'd Time	DE/FILE Supervisor
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								
	YES <input type="checkbox"/>								
	NO <input type="checkbox"/>								

TOTAL PACKAGES: \_\_\_\_\_  
TOTAL PETITIONS: \_\_\_\_\_

BATCH ID# \_\_\_\_\_  
DATE: \_\_\_\_\_

Presort Expedite Log

Revision Date: 1-7-2014

**Certified Mail Log** – Log of certified mail received by day with tracking numbers.

	A	B	C	D	E
	Date Sent	Certified Mail #	Name	Undeliverable	
1	1/31/2014	70061500012334568910			
2	1/31/2014	70061500012334568910			
3	1/31/2014	70061500012334568910			
4	1/31/2014	70061500012334568910			
5	1/31/2014	70061500012334568910			
6	1/31/2014	70061500012334568910			
7	1/31/2014	70061500012334568910			
8	1/31/2014	70061500012334568910			
9	1/31/2014	70061500012334568910			
10	1/31/2014	70061500012334568910			
11	1/31/2014	70061500012334568910			
12	1/31/2014	70061500012334568910			
13	1/31/2014	70061500012334568910			
14	1/31/2014	70061500012334568910			
15	1/31/2014	70061500012334568910			
16	1/31/2014	70061500012334568910			
17	1/31/2014	70061500012334568910			
18	1/31/2014	70061500012334568910			

**A-file Create Log** – Per the ROH, log of all empty jackets that have been A-file created.

### A-File Creation Log

[illegible]

[illegible]

\* Request for files pending the return of an application/petition from BIA and/or AAO will not be honored. COTR Ltr FY06-02 (HV 0379-0390)

	Employment Based Filings
	Business Premium/E-filing/Shipping
	Asylum Based Filings
	Call Ups & Finger Print/Name Check Maintenance
	Miscellaneous Holdings: Consolidation
	Staging/Segment Repair/NVC Return
	Special Project Filings

Left Side of fileroom

HW0011 - VISAs

HW0012 - NRC

### 5.2.3 Service Center Specific Reports and Databases

Service Center specific reports are locally created reports or modifications to existing reports needed to complete a task or provide data. The systems used to generate these reports may require manipulating or inputting data, and/or monitoring and electronic or paper transmission of the data, and may require the information to be keyed and maintained in a database. Each report will have different processing times and maintenance requirements. Standard Operating Procedures for the Service Center specific reports will be maintained and provided by Service Center Records at each site. A listing of the reports appears below.

#### 5.2.3.1 Texas Service Center Specific Reports and Databases (3 Reports/Databases)

**Work Order Tracking System (WOTS)** - A spreadsheet created to enable Adjudications management and the Contractor to manage the work orders submitted to be filed and delivered. The WOTS is an Excel spreadsheet or multiple Excel spreadsheets that requires the Contractor to maintain current status for each request of type of form requested, Control Number, Work Order Source, date of the request, number of files requested, requestor name, frequency of delivery, accurate and current delivery information to include the location and NFTS code and any special instructions.

Last Updated: 12/03/2013										* "Pending to Process" = Workorder has not been started yet; "In Process" = Workorder is currently being worked; "Complete" = Workorder has been completed; "Standing Order" = This type of order is sent without a request.					
Work Order Received	Work Order Number	Application Type	Description	OT? (Y/N)	OT Due Date	Team	Requested by	Send to Code	Send to Name	Deliver to	Quantity Requested	Total Sent	Remaining to Send	Status	Comments
2/11/12	2013ME0001	102	Send all available	N	N/A	EO	Rhonda Hill Johnson	ST000		8-1-VETS Hub Team	Send all available	2777	N/A	Standing Order	
2/11/12	2013ME0002	101	1-131 Stand Alones	N	N/A	EO	Nini's Luna	ST0000		8-1S-VETS Hub Team	Send all available	17523	N/A	Standing Order	
3/29/12	2013ME0003	1040	1040 1st pref. Concurrent "B"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	643	N/A	Standing Order	
3/29/12	2013ME0004	1040	1040 3rd pref. Concurrent "E"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	165	N/A	Standing Order	
3/29/12	2013ME0005	1040	1040 3rd pref. Concurrent "C"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	12	N/A	Standing Order	
6/21/12	2013ME0006	1040	1040 1st pref. Con current "C"	N	N/A	EB	Adriana Cruz	ST000		8-1-VETS Hub Team	Send all available	9719	N/A	Standing Order	
6/21/12	2013ME0007	1040	1040 2nd pref. Con current "I"	N	N/A	EB	Adriana Cruz	ST000		8-1-VETS Hub Team	Send all available	1064	N/A	Standing Order	
8/29/12	2013ME0008	1040	Pending 1040 (2nd Filing) w/ Preadj 1485	N	N/A	EB	Janice Hood	EB1043		8-14-1085	Send all available	453	N/A	Standing Order	
10/22/12	2013ME0009	1040	1040 1st pref. Stand alone "B"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	470	N/A	Standing Order	
10/22/12	2013ME0010	1040	1040 3rd pref. Stand Alone "E"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	2671	N/A	Standing Order	
10/22/12	2013ME0011	1040	1040 3rd pref. Stand Alone "G"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	238	N/A	Standing Order	
10/22/12	2013ME0012	1040	1040 1st pref. Stand Alone "C"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	2457	N/A	Standing Order	
10/22/12	2013ME0013	1040	1040 2nd pref. Stand Alone "I"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	1977	N/A	Standing Order	
11/20/12	2013ME0014	1040	1040 1st pref. Stand alone "A"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	1536	N/A	Standing Order	
11/20/12	2013ME0015	1040	1040 1st pref. Concurrent "A"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	759	N/A	Standing Order	
11/20/12	2013ME0016	1040	1040 2nd pref. Stand alone "D"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	6063	N/A	Standing Order	
11/20/12	2013ME0017	1040	1040 2nd pref. Concurrent "D"	N	N/A	EB	Adriana Cruz	ST000		8	Send all available	3383	N/A	Standing Order	
11/7/12	2013ME0018	1485	Denied 1-360/Pending 1485EB	N	N/A	EB	Cintia Espinoza	ST0000		8-1S-VETS Hub Team	Send all available	18	N/A	Standing Order	
2/11/12	2013ME0019	1485Adj	RFE Past 90	N	N/A	HAT	Jonathan Micalte	HA0016		8	Send all available	281	N/A	Standing Order	
2/11/12	2013ME0020	1485Adj	Asylum - 300 daily	N	N/A	HAT	Jonathan Micalte	ST0000		8-1S-VETS Hub Team	Send all available	7888	N/A	Standing Order	
2/11/12	2013ME0021	1485EB	VISA Available Pre-adjudicated Regular	N	N/A	DT	Eduardo Martinez	ST000		8-1-VETS Hub Team	Send all available	N/A	N/A	Standing Order	
5/21/12	2013ME0022	1485EB	Denied 1040/Pending 485	N	N/A	DT	Adriana Cruz	ST000		8-1-VETS Hub Team	Send all available	43	N/A	Standing Order	
2/11/12	2013ME0023	1730	Out of Country	N	N/A	HAT	Jonathan Micalte	HA0032		8	Send all available	7537	N/A	Standing Order	
2/11/12	2013ME0024	1765	(C09) Stand Alones	N	N/A	EO	Nini's Luna	ST0000		8-1S-VETS Hub Team	Send all available	12650	N/A	Standing Order	
10/29/12	2013ME0025	1765	(C08) Stand Alones	N	N/A	EO	Nini's Luna	EO0029		Across from (8-2N-2059)	Send all available	5039	N/A	Standing Order	
10/29/12	2013ME0026	1765	(C09) Stand Alones	N	N/A	EO	Nini's Luna	ST0000		8-1S-VETS Hub Team	Send all available	11964	N/A	Standing Order	

**Work Distribution Unit (WDU) Report** – A spreadsheet created to enable Adjudications management to view pending file counts on the file room shelves on a weekly basis. The WDU report is an Excel spreadsheet that requires the Contractor to maintain descriptions of what type of forms are currently on the shelves, the current amount of files and the date of the oldest pending file for each type.

Last Updated: 11/27/13				
St Augustine Inventory Report				
Form Type	Shelf Location	Oldest Date	Count	Notes
I-765 C8 E-file ( R )	VS 0190 - VS 0210	10/29/13	56	
I-765 C9 E-file ( R )	VS 0169 - VS 0189	10/30/13	26	
I-765 Other E-file ( R )	VS 0148 - VS 0168	10/29/13	159	
I-131 E-file ( R )	VS 0127 - VS 0147	11/4/13	45	
I-140 1st Pref. E-Filing (B)	VS 0106 - VS 0126	10/31/13	5	
I-140 2nd Pref. E-Filing (B)	VS 0085 - VS 0105	Empty	0	Empty
I-140 3rd Pref. E-Filing (B)	VS 0064 - VS 0084	11/6/13	1	
I-140 NIW E-Filing (B)	VS 0043 - VS 0063	Empty	0	Empty
I-140 RN E-Filing (B)	VS 0022 - VS 0042	Empty	0	Empty
I-765/I-131 Combos ( R )	VS 0001 - VS 0021	10/29/13	40	
Pending I-824 (B)	VD 0484 - VD 0588	10/28/13	86	
I-817 Awaiting FP Clearance (B)	VL 0001 - VL 0189	5/24/10	73	
I-817 Awaiting FP Clearance (B)	VM 0001 - VM 0210	1/7/13	141	
N565 A-Files	NF 001-147; 358-420	3/18/13	520	
Pending I140/Pending I485 (I)				
Pending I140/Pending I485 1st Preference - A	AC 4223 - AC 4369	Empty	0	Empty
Pending I140/Pending I485 1st Preference - B	AC 4370 - AC 4495	Empty	0	Empty
Pending I140/Pending I485 1st Preference - C	AC 4496 - AC 4704	Empty	0	Empty
Pending I140/Pending 2nd Preference - I	AC 4706 - AC 4957	Empty	0	Empty
Pending I140/Pending 2nd Preference - D	AC 4958 - AC 5188	Empty	0	Empty
Pending I140/Pending I485	AC 6155 - AC 6637	12/2007	743	
Approved I140/Pending I485 1st Preference	AC 1934 - AC 2416	09/2007	1358	Standing Work Order
Approved I140/Pending I485 2nd Preference	AC 0968 - AC 1450	09/2007	200	Standing Work Order
Approved I140/Pending I485 2nd Preference	AC 1451 - AC 1933	09/2007	1027	Standing Work Order
Approved I140/Pending I485 3rd & 4th Preference	AC 0485 - AC 0967	04/2000	4313	Standing Work Order
I601A (I)	AC 5189 - AC 5671	10/17/13	1839	
I140 Abeyance (B)	AX 0220 - AX 0231	Empty	0	Empty
Dual I140 (Pre-Adjudicated I485) (I)	AA 3155 - AA 3217	Empty	0	Empty
Pre-Adj - I485EB W/Multiple I140's Upgrade Project Complete (I)	AA 2924 - AA 3154	09/2003	286	
Pre-Adj - I485EB W/Multiple I140's Upgrade Project Complete (I)	AA 4560 - AA 5000	02/2004	267	
I-485 New Asylums (I)				
Awaiting FP/NC Clearance	HN 0484 - HN 0693	9/27/13	223	
Special Project China/NYC	HD 0463 - HD 0672	7/7/13	344	
Special Project China/NYC	HE 0484 - HD 0693	8/2/2013	438	
I-730In Country (I)	AM 1051 - AM 1260	10/16/13	108	
I-130				
I-130 TSC Lockbox (R)	AF 0001 - AF 0021	10/15/13	3841	
I- 129F				
I-129F (VSC) (I)	AX 0484 - AX 0861	11/14/13	347	

**Correspondence Handling and Management Planning System (CHAMPS)** – A database was designed to aid the Texas Service Center (TSC) in the tracking and processing of pending Adjustment of Status cases. The CHAMPS database is an Access database that requires the Contractor to input the Principal and all Derivative A-Numbers, name, date of birth, country of birth, class preference, priority date and/spousal relationship. CHAMPS produces a list of I-485 Principal and Derivative A-Numbers that are compared to the CLAIMS GUI Pending file (known as Superpending) to produce a list of I-485's with NFTS locations, which are ready to be sent to Adjudications. CHAMPS also produces a list of I-485 with underlying petitions such as I-140 and the status of the underlying petitions.

#### Principal / Derivative

**Receipt Entry/Update Screen for SRC04**

Update the A-number, Priority Date, Class/Preference, or Country of Birth for this receipt number, and then click on the <Update> button.  
NOTE: Updates in the CHAMPS Principal/Derivative system are not returned to CLAIMS 3 LAN.

Ready.

<b>Receipt:</b> SRC04	<b>A-number:</b> A098
<b>Form Type:</b> I-485 Application	<b>Principal's I-140 Priority Date:</b> 12/15/2003
<b>Class / Preference:(code)-description</b> E39 - 203(b)(3)(A) SPOUSE OF E36 E51 - 203(b)(5)(A) EMP CR NO TGT ARE E52 - 203(b)(5)(A) SPOUSE OF E51 E53 - 203(b)(5)(A) CHILD OF E51 E56 - 203(b)(5)(A) EMP CR NO TGT ARE	<b>Country of Birth:</b> INDIA - INDIA INDOC - VIETNAM INDON - INDONESIA INICA - DOMINICA INNER - CHINA, PEOPLE'S REPUBLIC OF
<b>Update</b>	
<a href="#">Back to Family listing</a>	

**Principal Derivative Family Review Screen**

From this screen, you can quickly review all family members along with their receipts and NFTS locations.  
NOTE: Updates in the CHAMPS Principal/Derivative system are not returned to CLAIMS 3 LAN.

Ready.

Principal 1:	Receipt count:	NFTS Code:	NFTS Last Active:	NFTS Status:
A098	3	AA7459	11/18/2013	Record in Use
Receipt:	Form:	COB:	Class/Pref:	Priority Date:
<a href="#">SRC06</a>	I485	INDIA	E32	04/10/2006
<a href="#">SRC06</a>	I140	INDIA	E32	04/10/2006
<a href="#">SRC06</a>	I485	INDIA	Not available.	04/10/2006
Derivative:	Receipt count:	NFTS Code:	NFTS Last Active:	NFTS Status:
A099	2	AA7459	11/18/2013	Record in Use
Receipt:	Form:	COB:	Class/Pref:	Priority Date:
<a href="#">SRC06</a>	I485	INDIA	3	04/10/2006
<a href="#">SRC06</a>	I485	INDIA	Not available.	Not available.



### 5.2.3.2 California Service Center Specific Reports and Databases (8 Reports/Databases)

**I-129 H1B CRIS (CAP Receipt Information System)** – A database designed to aid the California Service Center (CSC) in the tracking and processing of H1B CAP cases. The CRIS database is an Access database that requires the Contractor to input the random number generator (RNG) number and/or receipt number of the respective H1B CAP case and input the H1B cap case data information such as petitioner, attorney and beneficiary name, address, DOB, COB, employee identification number (EIN) and reason for rejection when rejecting the H1B cap cases. CRIS information is also used to respond to inquiries from petitioners and their attorneys. The database has a search capability to search for a H1B cap case by CAP number, petitioner/beneficiary's name, and box number etc. The database has the capability to produce reject and/or acknowledgement letters.

**CAP Receipt Information System (CRIS)**

Clear Entries

**Updates/Data Entry**

Enter CAP Case Number to be updated below:

Search

**Database Queries**

View Case Information  Enter Case Number

List Case Numbers in a BOX Location  Enter Box Location

Name/Company/EIN Search  Enter Name/Company Use \* for wildcard search

Tracking Number Search  Enter Tracking number to search for

List Manual Reject Case Numbers

List CLAIMS Reject Case Numbers

List Selected Case Numbers

List Cushion List

Generate Pick List

Count/List Regular Cases

Count/List Masters Cases

Count/List Chile Singapore

List data entered winners

Username: RAROMANT

**Stanley Employee Information**

Company Code:

Shift:

Supervisor:

CAP Receipt Information System

**CRIS**

Ver 1.0

Last Update 03/31/10

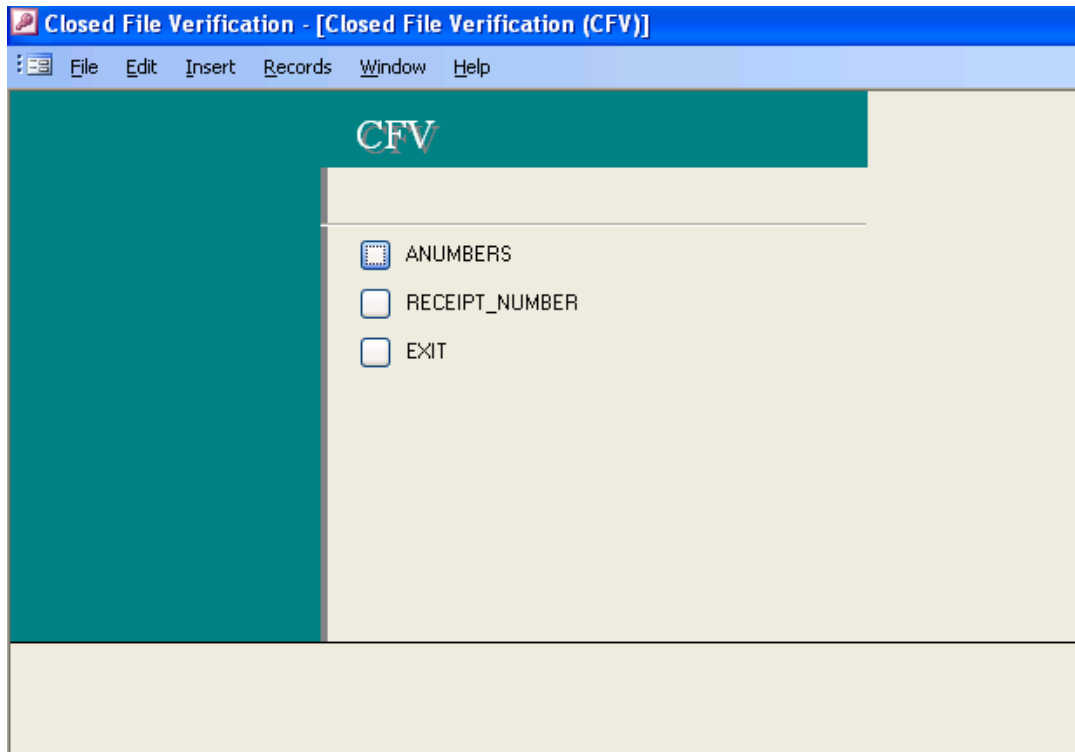
**File Inventory Shelf Holding (FISH) Report** – A report created to enable Adjudications management to view pending file counts on the file room shelves on a weekly or daily basis. The Contractor is required to maintain RPC code descriptions of what is currently on the shelves and staging areas in the File Room. The report groups the RPC codes with like descriptions and produces a count.

Area Location	Area Location	Area Location	Area Location	Area Location	Area Location	Area Location	Area Location
H1B/CNMI	H1B/CNMI	H1B/CNMI	H1B/CNMI	H1B/CNMI	H1B/CNMI	H1B/CNMI	H1B/CNMI
103 Hold DIV I	103 Hold DIV I	103 Hold DIV I	103 Hold DIV I	103 Hold DIV I	103 Hold DIV I	103 Hold DIV I	103 Hold DIV I
1274	7	A25	K23541	K23597			
740	1	A27	K24801	K25157			
1783	0	A29	K26061	K26417			
Section Total	8						
H1B/CNMI	AAO Hold						
18	0	G07	GB0116	GB0121			
Section Total	18						
H1B/CNMI	AMCON Awaiting Receipt Files						
2	0	A02	IZ0441	IZ0461			
Section Total	2						
H1B/CNMI	CAP GAP						
0	0	A13	JZ1739	JZ1750			
Section Total	0						
H1B/CNMI	CNMI CW EOS Hold Shelf						
0	0	B20	UO0101	UO0205			
Section Total	0						
H1B/CNMI	CW Awaiting Refund Shelf						
173	0	A07	IZ4452	IZ4472			
4	0	A27	KZ5410	KZ5430			
Section Total	177						
H1B/CNMI	FY-14 - I-129 H1B Non - PP Master CAP						
0	0	A03	IZ1488	IZ1480			
Section Total	0						
H1B/CNMI	FY-14 - I-129 H1B Non - PP Regular CAP						
0	0	A03	IZ1485	IZ1487			
Section Total	0						
H1B/CNMI	I-129 CAP Exempt C.O.S. & Adv. Degree						
161	0	B27	UO1529	UO1675			
Section Total	161						
H1B/CNMI	I-129 CW Awaiting Finger Prints						
0	0	B19	UN9492	UN9554			
Section Total	0						
H1B/CNMI	I-129 CW Awaiting Finger Prints GOS (Grant Of Status)						
0	0	B28	UO2294	UO2328			

**Duplicate Receipt Notices** – A spreadsheet that was created to enable the Contractor to print duplicate notices upon request. When Adjudications or Records receives a request for a duplicate notice, the receipt number is updated on a designated spreadsheet on the common drive. Each evening on second shift, the Contractor will run the duplicate receipt notice database which will access the receipt numbers in the spreadsheet, query the number against CLAIMS 3 and generate the notices. Once all the receipt notices have been printed and verified, the receipt numbers on the spreadsheet on the common drive can be deleted. Receipt notices that are not generated through claims will need to be keyed manually using the templates in the database

	A	B	C	D	E	F	G	H
1	RECEIPT NUMBER	Requestors Workstation						
2	WAC0912711511	22525						
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								

**Closed File Verification Report** - A database created to enable the identification of open cases prior to them being shipped to file storage facilities. The CFV report is an Access database that requires the Contractor to maintain RPC code descriptions (referred to as “box” codes) for boxes of adjudicated files that have been prepared for shipment. The database will identify open cases within each “box code” so that they may be removed and properly updated prior to shipment.



**Backlog Reduction and Anomaly Report** – A spreadsheet created to enable the Contractor to accurately estimate the time needed to reduce their backlogs. This report is an Excel spreadsheet that requires the Contractor to accurately account for their pending backlog counts, oldest processing dates, and anticipated incoming volumes. In addition to this, target dates for bringing the areas into compliance are provided.

Backlog Reduction and Anomaly Report							01-21-2014
Backlogged Processes	Beginning Pending	Received	Processed	Current Pending	OLDEST DATE	Projected Date of Compliance/Completion	Constraints/Remarks/Status
VSC FTC (I-751)	0	0	0	0	N/A	In Compliance	There are 0 files currently on the CTC/Non-CTC shelf
Total	0	0	0	0			
Completion status of processes with out established PR time measures							
Files Prepared for NVC Shipment	703	1,110	1,350	463	1/17/2014		
Hold Shelf-HBG R-Files	52,227	1,413	1,425	52,215	10/17/2013		Pull date 01/17/2014 (90 days)
Hold Shelf-NRC A-Files	10,315	972	0	11,287	11/17/2013		Pull date 01/17/2014 (60 days)
Total	63,245	3,495	2,775	63,965			

**Annual Audit Plan Report** - A spreadsheet created to enable the Contractor to plan their file audits and track their progress. This report requires the Contractor to maintain an audit record for each RPC in their areas of responsibility. The progress of their “rolling” audit is projected in order to calculate a date of completion.

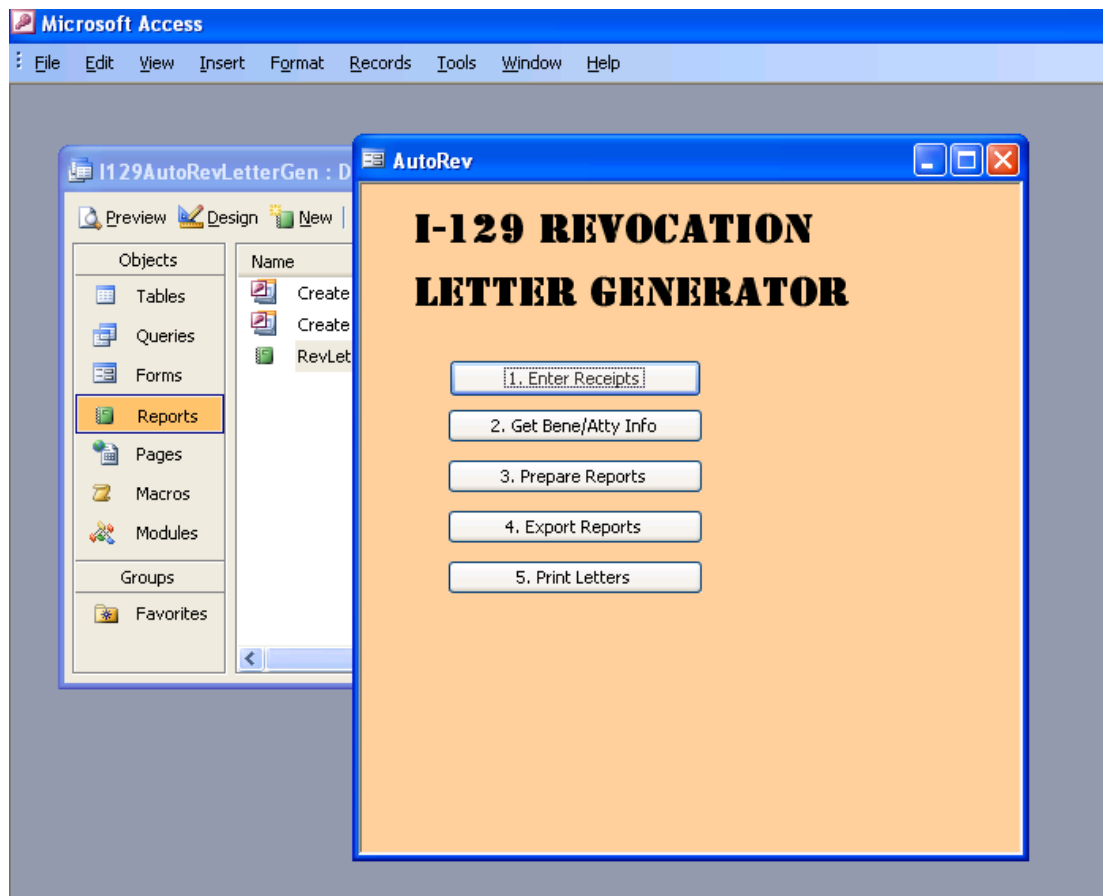
Aisle-Tower	RPC Range	Audit Completed Date	Clerk ID	Notes
R01-01	VA000-VA020	August 27, 2013	C30039	
R01-02	VA021-VA041	August 27, 2013	C30039	
R01-03	VA042-VA062	August 27, 2013	C30039	
R01-04	VA063-VA083	August 27, 2013	C30039	
R01-05	VA084-VA104	August 27, 2013	C30039	
R01-07	VA105-VA125	August 27, 2013	C30039	
R01-08	VA126-VA146	August 26, 2013	C30039	Empty RPC
R01-09	VA147-VA167	August 26, 2013	C30039	Empty RPC
R01-10	VA168-VA188	August 26, 2013	C30039	Empty RPC
R01-11	VA189-VA209	August 26, 2013	C30039	Empty RPC
R01-12	VA210-VA230	August 26, 2013	C30039	Empty RPC
R01-13	VA231-VA251	August 26, 2013	C30039	Empty RPC
R01-14	VA252-VA272	August 26, 2013	C30039	Empty RPC
R01-15	VA273-VA293	August 27, 2013	C30039	Empty RPC
R01-17	VA294-VA314	August 27, 2013	C30039	Empty RPC

**I-130 Upfront RFE Process** - The Contractor has an automated system for generating/printing RFE notices for I-130s. The report is run through Access. The receipt numbers for these cases are run through a database which pulls data from CLAIMS. The database then produces the RFE notice, which is then prepared for mailing.

The screenshot displays the Microsoft Access application window titled 'Tai RFE : Database (Access 2000 file format)'. The 'Forms' object is selected in the left-hand 'Objects' pane. The main window shows the 'I-130 RFE' form, which is currently in 'Form View'. The form contains two data entry fields: 'Receipt Number' and 'Officer Number'. The 'Receipt Number' field contains the text 'WAC0621453458', and the 'Officer Number' field contains the number '4654'. Below these fields is a large, empty text area. At the bottom of the form, the status bar indicates 'Record: 1 of 1'.

Receipt Number	Officer Number
WAC0621453458	4654
*	

**I-129 Auto Revocation/Withdrawal Process** - A database created to enable the Contractor to generate Auto Revocation and Withdrawal notices in batches. The report is an Access database that requires the Contractor to input receipt numbers related to Auto Revocations or Withdrawals into the database, which are then compared to the data in CLAIMS. The Contractor also notifies local IT of the receipt numbers being prepared so that CLAIMS can be updated as well. After receiving confirmation from local IT that CLAIMS has been updated, the Contractor prints the notices and prepares them for mailing.



### 5.2.3.3 Nebraska Service Center Specific Reports and Databases (5 Reports/Databases)

**G-254 Manifest** – A spreadsheet that documents all the unclaimed money and undeliverable returns received by the Contractor.

The screenshot shows a Microsoft Excel spreadsheet titled "Microsoft Excel - Copy of G254 Manifest.xls". The spreadsheet contains a table with the following columns: A (Receipt Number ID#), B (Batch Date), C (A Number), D (First Name), E (Last Name), F (Form Type), G (COMPANY NAME), H (LAWYER), I (PETITIONER), J (IN), and K (NFTS). The table lists various entries, including those for SMITH, SMYTH, ABLE, ANGEL, SMITTY, CLAUS, BUNNY, NICK, BUTTERFLY, WONDERLAND, SHREK, SKYWALKER, SOLO, and MOUSE. Some entries are marked as "Removed" with red text. The status bar at the bottom indicates "Ready" and "NUM".

A	B	C	D	E	F	G	H	I	J	K
1	DR10 - Receipt Number ID#	Batch Date	A Number	First Name	Last Name	Form Type	COMPANY NAME	LAWYER	PETITIONER	NFTS
227	LIN1000159000	9/18/2008	A012345678	SMITH	JOHN	I131				RC0034
228		9/18/2008		SMYTH	JOHANN	LETTER	MOTOROLA INC	LAWRENCE		
229	LIN1000159002	9/18/2008	A123456789	ABLE	CANE	I131				RC0034
230	LIN1000159003	9/18/2008		ANGEL	CHRISTMAS	I485				
231	LIN1000159004	9/19/2008		SMITTY	JESUS	I485				
232		9/19/2008		CLAUS	SANTA	LETTER				
233		9/19/2008		BUNNY	EASTER	LETTER				
234		9/19/2008	A012345678	NICK	SAINT	LETTER				
235	LIN1000159008	9/19/2008	A123456789	BUTTERFLY	MONARCH	I131	Removed 2/12/09 by GB - CRU			RC0034
236	LIN1000159009	9/22/2008	A123456789	WONDERLAND	ALICE	I131				RC0034
237	LIN1000159010	9/22/2008	A012345678	SHREK	OGRE	I131	Removed 1/29/09 by CRU			RC0034
238	LIN1000159011	9/22/2008	A012345678	SKYWALKER	LUKE	I765				RC0034
239		9/26/2008		SOLO	HAN	LETTER				
240		9/30/2008		MOUSE	MICKEY	LETTER				
241										
242										
243										
244										
245										
246										
247										
248										
249										
250										
251										
252										
253										
254										
255										
256										
257										

Note: A-number and Names above are fictitious.



**File Pull Log-** A spreadsheet listing file pulls the Contractor receives either from Records or exams. This log contains a description of the pull, the number of files, and where the files need to go. Also referred to as File Pick List at VSC.

DATE RECEIVED	LIST ID	TEAM	# FILES	PULL NAME	INSTRUCTIONS	SCREEN PRINTS Y/N	DATE PULLED	VERIFIED / DATE COMPLE	USCIS DUE DATE
1/17/14	<a href="#">117141118</a>	Blue	16	BCU	Deliver to EX0760 Shelf	N	1/21/2014	1/24/2014	1/22/14
1/17/14	<a href="#">117140729</a>	Blue	1	DACA DF to Amy O'brien pull list	Deliver to TR0950 Amy O'brien	Y	1/17/2014	1/22/2014	1/24/14
1/17/14	<a href="#">117140728</a>	Blue	362	DACA DF to DG pull list	NFTS to DG0000	N	1/17/2014	1/22/2014	1/22/14
1/17/14	<a href="#">117140729</a>	Blue	9	DACA DF to DJ pull list	NFTS to DJ0000	N	1/17/2014	1/22/2014	1/22/14
1/17/14	<a href="#">117140729</a>	Blue	22	DACA DF to DK pull list	NFTS to DK0000	N	1/17/2014	1/22/2014	1/22/14
1/17/14	<a href="#">117140656</a>	Blue	75	Trig Pull List	Deliver to EX0434 Jason Fasnacht	N	1/21/2014	1/22/2014	1/22/14
1/21/14	<a href="#">121140246</a>	Blue	588	131 Re-Entry Refugee Pull List	NFTS to KB, KB500, KD, KD500	N	1/22/2014	1/24/2014	1/23/14
1/21/14	<a href="#">121141220</a>	Green	11	485EB IVAMS Feb Ofc Rtns pull list	Individual Adjudicating Officers	Y	1/21/2014	1/24/2014	1/27/14
1/21/14	<a href="#">121140933</a>	Blue	2	DACA DF to Amy O'brien pull list	Deliver to TR0950 Amy O'brien	Y	1/21/2014	1/24/2014	1/27/14
1/21/14	<a href="#">121140932</a>	Blue	421	DACA DF to DG pull list	NFTS to DG0000	N	1/21/2014	1/24/2014	1/23/14
1/21/14	<a href="#">121140933</a>	Blue	31	DACA DF to DJ pull list	NFTS to DJ0000	N	1/21/2014	1/24/2014	1/23/14
1/21/14	<a href="#">121140932</a>	Blue	44	DACA DF to DK pull list	NFTS to DK0000	N	1/21/2014	1/24/2014	1/23/14
1/21/14	<a href="#">121140135</a>	Blue	7	DACA DJ to DF pull list	NFTS to DF0000	N	1/22/2014	1/24/2014	1/23/14
1/21/14	<a href="#">121140134</a>	Blue	8	DACA DJ to DG pull list	NFTS to DG0000	N	1/22/2014	1/24/2014	1/23/14
1/21/14	<a href="#">121140134</a>	Blue	1	DACA DJ to DK pull list	NFTS to DK0000	N	1/22/2014	1/24/2014	1/23/14
1/21/14	<a href="#">121141215</a>	Green	1	File pull request	NFTS to ZA9000	N	1/22/2014		1/23/14
1/21/14	<a href="#">121140255</a>	Blue	5	I485 Age Ins pull list	NFTS to FK0000	N	1/22/2014	1/24/2014	1/23/14
1/21/14	<a href="#">121140328</a>	Blue	6	I485 Ref Adj Ready pull list	Deliver to EX0278 Jim Hovick	Y	1/22/2014	1/24/2014	1/27/14
1/21/14	<a href="#">121141230</a>	Blue	23	I485 Ref Pre-Adj Pull list	Individual Adjudicating Officers	Y	1/21/2014	1/24/2014	1/27/14
1/22/14	<a href="#">122140907</a>	Blue	46	BCU	Deliver to EX0760 Shelf	N	1/23/2014	1/24/2014	1/24/14
1/22/14	<a href="#">122140358</a>	Blue	30	DACA I131D Adv Par cases	Deliver to TR0990 Djana Burton	Y	1/23/2014	1/24/2014	1/28/14
1/22/14	<a href="#">122140411</a>	Blue	29	DACA I131D Adv Par cases	Deliver to TR0990 Djana Burton	Y	1/23/2014	1/24/2014	1/28/14
1/22/14	<a href="#">122140303</a>	Blue	4	I131 Foreign Address Pull list	Deliver to EX0914 Kathy Rochedieu	Y	1/23/2014	1/24/2014	1/28/14
1/22/14	<a href="#">122140939</a>	Blue	16	I131 Pull for Rochedieu pull list	Deliver to EX0914 Kathy Rochedieu	Y	1/22/2014	1/24/2014	1/28/14
1/22/14	<a href="#">122140743</a>	Blue	12	I485 Asy Adj Ready Pull List	NFTS to BS0000	N	1/22/2014	1/24/2014	1/24/14
1/22/14	<a href="#">122140339</a>	Blue	11	I485 Asy Adj Ready Pull List	Deliver to EX0434 Jason Fasnacht	Y	1/23/2014	1/24/2014	1/28/14
1/22/14	<a href="#">122140706</a>	GVB	36	No Card made pull list	Deliver to RP0026 Barbara Wilkinson	N	1/22/2014	1/24/2014	1/24/14
1/23/14	<a href="#">123140840</a>	Blue	435	DACA DF to DG pull list	NFTS to DG0000	N	1/23/2014		1/27/14
1/23/14	<a href="#">123140840</a>	Blue	24	DACA DF to DK pull list	NFTS to DK0000	N	1/23/2014		1/27/14
1/23/14	<a href="#">123140632</a>	Green	229	Hold/Ship Pull list	Deliver to RC0300 Room 1018	N	1/27/2014		1/27/14

**I-485 Case Management System** - A database maintained by Records to track pending I-485 Employment Based cases for adjudications. When an employment based I-485 is received at the NSC the contactor will enter data from both the I-485 and the underlying visa into the database. The Contractor will access the database via an icon on the center applications page, click on Add New Record and then enter the required data into the fields of the form that appears. Records will import the data daily into the main EB database and review it for duplicates and any missing data.

**Nebraska Service Center Employment Visa**

**Enter Visa Cases**

Enter one record per receipt number. For Families enter: one line for each 485A, one line for each 140, 360 or notice and one line for each dependent receipt. Each record requires the Principal anumber to link all the receipts for family members.

Relationship	Receipt Number	Principal Anumber	Dependent Anumber	Form	Part 2	Type
Pending	Pending ~No	Pending No Date	DOB Date			
Country Birth	Class Pref.	Priority Date	Labor Cert Date	Receipt Date		
Cross Charge Receipt	Cross Charge COB					

Record: 1 of 1

Select each to define parameters  
Count of Principals And Less than Date Entered

Preference Country Date

**DART Board** - To provide CIS personnel with the number of live cases coming into and leaving Work Distribution, by form-type. This report also lets CIS personnel know the date of the oldest case (by form-type) currently in WD and the number of files waiting to be recycled.

DART Board : January 22nd, 2014		Live Cases - Work Distribution					Recycles		Live Cases - Other Areas				WD
BUSINESS LINE	NFTS	Yday	In	Out	Today	Old Date	Today	Old Date	RFE Land	Exams	FDU	BCU	Sweeps
140 A Stand Alone	KT	234	4		238	08/13/13			159	121	3	7	
Concurrent	JA	77			77	07/31/13							
140 B Stand Alone	KU	70	3		73	09/24/13			36	22	1	3	
Concurrent	JB	15	1		16	10/28/13							
140 C Stand Alone	KV	928	4	20	912	07/18/13			199	223	2	15	
Concurrent	JE	1104		6	1098	03/19/13							
140 D Stand Alone	KW	1157	16		1173	08/05/13			128	132	61	14	
Concurrent	JH	589	1		590	08/20/13							
140 E/J Stand Alone	KY	321	12		333	09/23/13			25	35	20	5	
Concurrent	JK	81	3		84	09/23/13							
140 F/K Stand Alone	KP	166	5		171	08/12/13			25	16	1	6	
Concurrent	KQ	18	1		19	08/27/13							
140 G Stand Alone	KG	19			19	09/16/13			3	3	4	2	
Concurrent	JV	2			2	09/16/13							
140 I (NIWs) Stand Alone	KZ	330			330	08/05/13			31	60	1	17	
Concurrent	JN	116			116	07/31/13							
140 Schedule A Stand Alone	KX	52	1		53	09/13/13							
Concurrent	JP	19	1		20	08/20/13							
140 E-files	KO	40			40	10/29/13							
130	NFTS	Yday	In	Out	Today	Old Date	Today	Old Date	RFE Land	Exams	FDU	BCU	Sweeps
130 F2A	WK	142	2	73	71	10/23/2012			1104	549	7	1135	
130 IRs	WI	81052	1003	3291	78764	4/1/2013			5171	6764	37	2452	
130 IRs (Prior to Oct 13)Included in line	WI	0			34153								
130/129F	WJ	1411		104	1307	5/1/2013							
130/129Fs (Prior to Oct-13)Included in	WJ	0			164								
DOCUMENT PRODUCTION LINE	NFTS	Yday	In	Out	Today	Old Date	Today	Old Date	RFE Land	Exams	FDU	BCU	Sweeps
102	JJ	5	7		12	12/24/13			53	22	1	30	
765 C9 Initial Stand Alone	HC	368	9	50	327	08/26/13							
765 C9 Renewal Stand Alone	HG	307	13	50	270	11/01/13							
765 C9 Initial (12)/131 Adv Pri	JC	8903	622	550	8975	11/18/13			232	854	6	41	
765 C9 Renewal (24)/131 Adv Pri	JD	758	135	350	543	09/11/13			69	193	14	18	
765 30 DAY	IG	2222	27		2249	11/05/13			142	765	3	18	
765 75 Day A5/C8	JF	2126	39		2165	07/05/13			69	294	9	10	
765 75 DAY (Others)	JG	289	99		388	07/10/13	4	10/09/12	7683	9081	6983	2926	
765 75 Day A3/A4	JQ	490	11	25	476	11/14/13							
765 Student	JW	3961	86	50	3997	10/25/13			58	283	1	4	
131 D W/O 765	JO	2655	27	8	2674	08/29/13							
131 D TPS	EH	1681	51	55	1677	05/14/12							
824 (A)	AD1000	1			1	N/A			1	8		13	
824 (Other)	AD2000	0			0	N/A			16	41	3	51	

[illegible]

### 5.2.3.4 Vermont Service Center Specific Reports and Databases (3 Reports/Databases)

**H1B CAP report** - A spreadsheet maintained by the Contractor to record the daily received and production figures during the annual H1B CAP filing season beginning on April 1. This report is submitted to the VSC COR each day. This spreadsheet is also maintained at CSC.

The screenshot shows a Microsoft Excel spreadsheet titled "Microsoft Excel - FY11 VSC H1B CAP Report.xls [Read-Only]". The spreadsheet is organized into columns for dates from 4/1/10 to 4/16/10, and a final column for Totals. The data is categorized into two main sections: "All Mail Received - Not Opened" and "Barcoding Progress".

	4/1/10	4/2/10	4/5/10	4/6/10	4/7/10	4/8/10	4/9/10	4/12/10	4/13/10	4/14/10	4/15/10	4/16/10	Total
<b>All Mail Received - Not Opened</b>													
Number of Envelopes / Packages	9,161	7,204	4,703	5,058	2,715	3,907	4,317	6,819	5,273	3,124			52,281
<b>Barcoding Progress</b>													
(VRN) H1B CAP	116	5,251	402	194	171								6,134
(VRP) H1B CAP - Premium	876	548	79	55	42								1,600
(VMN) H1B Masters	87	1,795	117	109	110								2,218
(VMP) H1B Masters - Premium	354	498	45	12	30								939
<b>Totals</b>	1,433	8,092	643	370	353								10,891
<b>Estimated Daily Receipts</b>													
(VRN) H1B CAP	4,766	698	340	166	164	181	140	98	193	56			6,802
(VRP) H1B CAP - Premium	1,261	166	68	51	54	31	57	58	68	53			1,867
(VMN) H1B Masters	1,543	388	82	104	101	66	77	15	79	59			2,514
(VMP) H1B Masters - Premium	786	77	37	11	28	0	37	17	30	16			1,039
<b>Totals</b>	8,356	1,329	527	332	347	278	311	188	370	184	0	0	12,222
Unidentified													0
Grand total received in FY 2011 CAP season													12,222
Grand total received in FY 2010 CAP season													58,265
% Change: FY11 receipts over FY10 receipts													-79.02%

The spreadsheet also includes a "PivotTable" task pane on the right and a "Daily Receipts & Barcode Report" tab selected at the bottom. The status bar at the bottom indicates "Ready" and "NUM".

**Manage Work Requests Form** - Contractor maintains a portion of the Manage Work Request electronic form. When an office request work, the contractor fills the work order and closes the work order out in the system to show that the work order was filled time.

Version: 2.6.2

**Manage Work Requests**

Work request search action:

- ☒ By pickup date: 11/26/2013
- ☐ By pickup date range: 11/26/2013 through 11/26/2013
- ☐ By work request number: W/R

Find

Work Requests:

Work Request Number	Officer	Request Date	Request Time	Pickup Date	Pickup Time	Status
11/22/2013		11:26:50		11/26/2013	09:00:00	Filed
11/22/2013		18:21:44		11/26/2013	09:00:00	Filed
11/22/2013		16:10:36		11/26/2013	09:00:00	Filed
11/22/2013		09:27:10		11/26/2013	09:00:00	Filed
11/22/2013		22:18:20		11/26/2013	09:00:00	Filed
11/22/2013		09:02:00		11/26/2013	09:00:00	Filed
11/22/2013		16:23:26		11/26/2013	09:00:00	Filed
11/22/2013		09:38:16		11/26/2013	09:00:00	Filed
11/22/2013		16:47:39		11/26/2013	09:00:00	Filed
11/22/2013		16:43:41		11/26/2013	09:00:00	Filed
11/23/2013		18:52:12		11/26/2013	09:00:00	Filed
11/22/2013		12:19:05		11/26/2013	09:00:00	Filed
11/22/2013		09:58:16		11/26/2013	09:00:00	Filed
11/22/2013		07:35:43		11/26/2013	09:00:00	Filed
11/24/2013		18:26:27		11/26/2013	19:00:00	Filed
11/23/2013		13:00:40		11/26/2013	14:00:00	Filed
11/23/2013		19:56:32		11/26/2013	09:00:00	Filed
11/22/2013		09:23:27		11/26/2013	09:00:00	Filed
11/22/2013		17:06:24		11/26/2013	09:00:00	Filed

Misc. Work People Supervisor Comments Print Open Exit

**CasePro** – Contractor accesses CIS correction requests that is submitted from the Government through CasePro database. The Contractor will make the correction and let requestor know when the change is completed.

Additional Resources

- BSSS Link
- LIF Web Link
- EDMS Receipt Link
- EDMS A-File Link
- SNAP Link
- EARM
- TPS ECN
- G100
- VBDS

CasePro 3

- CasePro Reports 3
- CIS Update
- Review Request History
- Get Work

Phone List

System Status

Print

Request by

Requestor NPTS

Requested Date

Completed by

Completed Date

Current CIS Information

Last Name

First Name

Middle Name

A Number

DOB

Note from adjudicator

Note: null

Change the following Information

Middle Name

Please Enter a note if rejecting the request.

## **6.0 PERFORMANCE STANDARDS**

### **6.1 Overview**

USCIS has performance standards in each task area related to processes that USCIS believes are critical to successful performance of records management support services at the Service Centers. Performance requirements and their associated standards define the work to be performed; although these may change over time. USCIS established these performance requirements and standards after careful analysis of current operations and performance against similar standards.

USCIS requires the Contractor to conduct ongoing quality control and process reviews. USCIS will monitor performance against quality standards on an ongoing basis and report results monthly. If the Contractor does not meet minimum Acceptable Quality Levels (AQLs) for specific quality standards, USCIS may levy a monetary disincentive against the Contractor (see Section 7).

The performance requirements are listed in detail in Section 4.0 of the Performance Work Statement (PWS) and are summarized in Section 6.3 that follows.

### **6.2 Quality Assurance Surveillance Plan (QASP)**

The Quality Assurance Surveillance Plan (QASP) sets forth the approach and method USCIS will use to evaluate the technical performance of the Service Center Operations Support Services (SCOSS) Contractor. The QASP is used in conjunction with Quality Surveillance Procedures (QSP) that provides specific instructions about the processes and methodologies used in monitoring SCOSS contractor performance. Quality Assurance Surveillance is primarily conducted by the Contract Performance Analysis Unit (CPAU), an organization staffed by functionally qualified and trained personnel who are involved in the ongoing monitoring of the Contractor's product quality.

Quality surveillance procedures involve all planned and systematic actions necessary to ensure, to the fullest extent possible, that the services and resulting products from the Contractor will satisfy requirements. This includes a continuing evaluation of performance with a view toward the use of timely corrective and preventive actions.

Quality Assurance Surveillance shall be performed on all performance requirements to some extent. Results shall be documented and provided to the Contractor at least once per month. Section 7.0, Schedule of Monetary Disincentives, provides a listing of the performance requirements that may deductions levied against them and the deductions shall be annotated on the invoices.

### **6.3 Performance Requirements Summary (PRS)**

The PRS outlines the performance standards that will be monitored by USCIS and measured to assess the level of in-process and product quality. There may be multiple quality standards associated with each performance requirement; and the standards are divided to assess both quality and timeliness. Meeting the standard(s) for each performance requirement is measured by calculating the AQL. If a standard for any performance requirement is not met, the Contractor may not meet the overall AQL for the performance requirement.

## General Requirements:

Requirement	PWS Section	Measurement
<b>4.1.1</b> The Contractor shall provide onsite management and implement appropriate management systems to assure the quality, reliability, accuracy, and timeliness of all services and products provided to USCIS. The Contractor shall keep the service center CORs updated on operational status and plans.	4.1	Ongoing Monitoring
<b>4.1.2</b> The Contractor shall comply with USCIS policies, procedures, and regulations in effect during the performance of the contract.	4.1	Ongoing Monitoring
<b>4.1.3</b> The Contractor shall provide reports required in the contract or contained in service center policies and procedures.	4.1	Ongoing Monitoring
<b>4.1.4</b> The Contractor shall report without delay to the COR and CO any attempted bribery, suspected fraud, waste or abuse, and any accidents, theft or robbery. The contractor shall provide a written report of such incidents to the COR and CO upon request.	4.1	Ongoing Monitoring
<b>4.1.5</b> The Contractor shall require Contractor personnel to sign nondisclosure statements affirming that they will not disclose data they encounter in the performance of either of these contracts to any unauthorized entity.	4.1	Ongoing Monitoring
<b>4.1.6</b> The Contractor shall not make any unauthorized disclosures of PII.	4.1	Ongoing Monitoring
<b>4.1.7</b> The Contractor shall maintain accounting of 45-day supply of consumables, or whatever period of supply is standard at a specific center, including mail supplies available through USPS and courier companies, to meet all requirements of these contracts. The Contractor shall provide sufficient notice to the COR of the need for additional consumables to enable timely replenishment.	4.1	Ongoing Monitoring
<b>4.1.8</b> The Contractor shall operate and perform basic user maintenance on government provided equipment in accordance with OEM and service center instructions and as directed by the COR. This may include, but is not limited to, making necessary adjustments to equipment to accommodate various size letters and correspondence, clearing paper jams, and changing toner cartridges, etc.	4.1	Ongoing Monitoring
<b>4.1.9</b> The Contractor shall provide notification to the COR within one (1) hour (measured during normal hours of operation) of government provided equipment malfunctions, downtime or failure.	4.1	Ongoing Monitoring
<b>4.1.10</b> The Contractor shall obtain written approval of the COR for work schedules different from the normal operating hours one (1) week prior to the commencement of the schedule.	4.1	Ongoing Monitoring
<b>4.1.11</b> The Contractor shall actively manage its workforce to maintain operational flexibility to perform the requirements of these contracts, at all times, regardless of variation of the workload at any specific processing areas within the records management lifecycle.	4.1	Ongoing Monitoring
<b>4.1.12</b> The Contractor shall maintain the capability to accommodate spikes in workload volumes that occur from time to time and that are predicted at least 45 calendar days in advance of the anticipated sudden increase in workload volumes. These spikes may be attributable to the beginning of an application period, anticipated changes in fees to be charged, or other phenomena.	4.1	Ongoing Monitoring
<b>4.1.13</b> The Contractor shall maintain the capability to accommodate surges	4.1	Ongoing



Requirement	PWS Section	Measurement
in data collection volume of up to 25% above the daily average receipt volume for the previous twenty business days. In the event the data collection volume exceeds 125% of the rolling daily average for the previous twenty business days, the Contractor is only held responsible for meeting the timeliness performance requirements for 125% of the rolling daily average; the balance may be processed on the next business day and may be considered – for the purposes of surge management only – as part of the data collection for the next day. If the surge extends beyond one day, then the Contractor shall continue to perform under the same rule for as long as the surge lasts, recalculating the rolling daily average data collection volume and the 125% volume each day based on the previous twenty business days.		Monitoring
<b>4.1.14</b> On Mondays and the first business day after federal holidays, the Contractor shall maintain the capability to accommodate surges in data collection of up to 50% above the daily average receipt volume for the previous twenty business days. In the event the data collection volume exceeds 150% of the rolling daily average for the previous twenty business days, the Contractor is only held responsible for meeting the timeliness performance requirements for 150% of the rolling daily average; the balance may be processed on the next business day and may be considered – for the purposes of surge management only – as part of the data collection for the next day.	4.1	Ongoing Monitoring
<b>4.1.15</b> The Contractor shall be familiar with COOP and Security plans applicable at the service centers and adhere to the requirements to perform contained within these plans.	4.1	Ongoing Monitoring
<b>4.1.16</b> The Contractor shall report suspicious packages and after release, process the packages.	4.1	Ongoing Monitoring
<b>4.1.17</b> The Contractor shall pick up correspondence a minimum of once a day from each USPS facility serving the Service Center Monday through Friday (excluding federal holidays) unless otherwise contracted or directed by the COR using Contractor provided transportation. The COR may require additional pickups on certain days, as deemed necessary.	4.1	Ongoing Monitoring
<b>4.1.18</b> The Contractor shall process all outgoing third party courier correspondence in accordance with the courier's delivery system.	4.1	Ongoing Monitoring
<b>4.1.19</b> The Contractor shall return non-conforming correspondence to USCIS for guidance or disposition within two business days.	4.1	Ongoing Monitoring
<b>4.1.20</b> The Contractor may be required to expedite special file requests by accurately identifying, locating, retrieving, and delivering the requested files to the requestor within two hours of the emergency request, during business and non-business hours.	4.1	Ongoing Monitoring
<b>4.1.21</b> The Contractor shall create and maintain temporary holding areas within the service centers for files pending further action (e.g., receipt of payment, fingerprints, or evidence).	4.1	Ongoing Monitoring
<b>4.1.22</b> The Contractor shall complete all mandatory USCIS training annually as specified with Attachment 8.9 or as directed by the COR.	4.1	Ongoing Monitoring

### Correspondence Management Support:

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
<b>4.2.1</b> The Contractor shall endorse incoming fees immediately upon opening the envelope.	4.2	Incoming fees are immediately endorsed upon opening the envelope.	No more than 25 fees are unendorsed in the mail room	Periodic Observation & Validated Customer Complaints
<b>4.2.2</b> The Contractor shall route, process, and account for correspondence – including but not be limited to USPS correspondence, courier service packages, etc., to and from sources external to the service center, in a manner that optimizes proper file management and security, expedites data collection, maintains financial accountability, and maximizes throughput.	4.2	Route, process, and account for correspondence.	No more than 5 pieces of mail are unaccounted for.	Periodic Observation & Validated Customer Complaints
<b>4.2.3</b> The Contractor shall receive all correspondence delivered by the USPS, any third party couriers, and/or authorized government agencies during normal hours of operation.	4.2	Receive all correspondence delivered by the USPS, approved third party couriers, and/or authorized government agencies during normal hours of operation.	100.00%	Periodic Observation & Validated Customer Complaints
<b>4.2.4</b> All correspondence (excluding certain exceptions) shall be opened, sorted, date stamped, properly handled, and timely processed and routed by the Contractor.	4.2	All correspondence received is opened, sorted, date stamped, properly handled, processed, and routed in time for processing and receipting within the same day.	100.00%	Periodic Observation & Validated Customer Complaints
<b>4.2.5</b> The Contractor shall log registered mail, certified mail, and any other mail that may be designated by the COR.	4.2	Registered and certified mail is logged. Other mail designated by the COR is logged.	100.00%	Periodic Observation & Validated Customer Complaints
<b>4.2.6</b> The Contractor shall receive and account for PONDS in a prepared daily manifest.	4.2	PONDS correspondence is accurately processed.  PONDS correspondence is received and accounted	100.00%  100.00%	Periodic Observation & Validated Customer Complaints

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
		for in a prepared daily manifest.		
<b>4.2.7</b> The Contractor shall correctly prepare, seal, and meter outgoing correspondence to USPS or designated third parties.	4.2	<p>Outgoing correspondence is metered by the daily scheduled time for the delivery to USPS.</p> <p>Outgoing correspondence has the appropriate affixed postage for the weight and class.</p> <p>Outgoing correspondence is properly prepared for mailing with accurate, complete and visible delivery addresses and billing information.</p> <p>Outgoing correspondence includes inserts or fliers when required.</p> <p>Outgoing mail/files are prepared for metering by close of the next business day after being received in the mail room.</p>	99.00%	<p>Random Sampling</p> <p>(for 4.2.7-5, Periodic Observation &amp; Validated Customer Complaints)</p>
<b>4.2.8</b> The Contractor shall deliver outgoing correspondence to USPS or designated third parties.	4.2	Outgoing correspondence is delivered to USPS, or designated third parties at a minimum of once per business day Monday through Friday (excluding federal holidays) on the same date mail was metered.	99.00%	Random Sampling
<b>4.2.9</b> The Contractor shall notify the Service Center COR of the need to replenish postage meters whenever the balance falls below \$25,000.	4.2	All postage meter transactions shall be reported to the Service Center COR on the first business day of each month for the previous month.	99.00%	Periodic Observation & Validated Customer Complaints

**Data Collection Support:**

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
<b>4.3.1</b> The Contractor shall accurately assemble forms, to include supporting documents, and other materials.	4.3	The Contractor accurately assembles forms, to include supporting documents, and other materials.	97.50%	Random Sampling
<b>4.3.2</b> The Contractor shall review applications/petitions and supporting documents for completeness, jurisdiction, signature, and correct fee, and process those compliant and non-compliant applications/petitions.	4.3	The application/petition and supporting document is correctly identified as compliant (acceptable) or non-compliant (reject).	99.00%	Periodic Observation and Validated Customer Complaints
<b>4.3.3</b> The Contractor shall collect information from forms and source documents and accurately input data into various formatted screens within established processing timeframes. Accuracy is defined as no data entry errors on the entire form or document.	4.3	Data collection of all fee-related forms not in CLAIMS 4 must be completed by close of the working day (11:30 p.m.) on the day received at the service center.  Data collection of any CLAIMS 4 form must be completed by close of the working day (11:30 p.m.) on the next business day after being received at the service center.  Data collection of non-fee related forms must be completed by close of the working day (11:30 p.m.) on the second business day after being received at the service center.  Complete and accurate data collection of all fee and non-fee related forms and source documents completed accurately within established processing timeframes.	97.50%	Random Sampling
<b>4.3.4</b> The Contractor shall appropriately and correctly prepare and affix processing	4.3	Processing identifiers are appropriately and correctly prepared and affixed to	99.00%	Periodic Observation & Validated

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
identifiers.		applications, petitions, processing work sheets, and file jackets.		Customer Complaints
<b>4.3.5</b> The Contractor shall generate and interfile screen prints as required	4.3	Screen prints specified in the form's SOP are generated and interfiled.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.3.6</b> The Contractor shall accurately scan materials, and as required, perform cropping, scaling and adjusting of contrast and brightness necessary to achieve an acceptable quality image for document production.	4.3	Necessary adjustments are made to the system data equipment to achieve an acceptable quality image for document production.  Materials are scanned by close of second business day that the materials are received at the service center or upon request from USCIS.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.3.7</b> The Contractor shall scan, process, and verify fingerprint cards (FD-258) for submission to the FBI.	4.3	Fingerprint submissions are accurately scanned, processed, and verified.  Non-orphan or non-adoption fingerprints are submitted by close of the second business day following being received at the service center.  Orphan and adoption cards are processed and submitted by close of business the next business day following being received at the service center.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.3.8</b> The Contractor shall create files during data collection.		Fee-related forms requiring an A-File, T-File, or a receipt file (as appropriate) shall have a file created by close of working day (11:30 p.m.) on the same day received at the service center.  Non fee-related forms requiring an A-File, T-File, or receipt file (as appropriate) shall have a file	97.50%	Periodic Observation & Validated Customer Complaints

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
		<p>created by close of working day (11:30 p.m.) on the second business day following being received at the service center.</p> <p>No duplicate A-file records are created.</p> <p>The appropriate file types, A-file, T-file, or receipt files are accurately created.</p>		
<b>4.3.9</b> The Contractor shall accurately process manually rejected applications and petitions within established timeframes.	4.3	<p>Manually rejected applications/petitions and associated rejected letters/fees are accurately reviewed to ensure that the incoming applicants request for benefits cannot be processed.</p> <p>Manually rejected applications/petitions are accurately processed and ensure that any USCIS stamps appearing on the back of incoming fees are voided, that the wording provided in the rejected letter documents the correct reason for rejection, and that processing employee codes are noted on all returned applications and petitions.</p> <p>Manually rejected applications/petitions, and any received fees are accurately data collected into a formatted system.</p> <p>The manually rejected application/petition, reject letter, and any associated fees are returned to the applicant by close of the third business day following being received in the service center.</p>	99.00%	Random Sampling

**Fee Collection:**

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
<b>4.4.1</b> The Contractor shall review receipted fees for acceptability and ensure the fee is endorsed in accordance with the Treasury Financial Manual.	4.4	Receipted fees are reviewed for acceptability and endorsed in accordance with the Treasury Financial Manual prior to deposit.	100.00%.	Periodic Observation & Validated Customer Complaints.
<b>4.4.2</b> The Contractor shall prepare a daily deposit ticket accurately reflecting the total of all endorsed receipted fees. The Contractor shall complete the daily deposit not later than the daily electronic deposit deadline of 9:30pm eastern time. The Contractor shall accurately complete and include in each daily deposit packet any supporting documentation (line-off sheets, void sheets, etc.) used to support the deposit amount.	4.4	The prepared deposit ticket reflects an accurate total of the days' endorsed receipted fees.  The daily deposit is completed prior to the established cut-off time.  All supporting documentation is completed accurately and is included with the daily deposit packet.	100.00%	Periodic Observation & Validated Customer Complaints
<b>4.4.3</b> The Contractor shall submit a report showing individual deposit totals to USCIS, on a daily basis or as required.	4.4	All deposits are accurately generated, prepared, reconciled, and reported daily.	100.00%	Periodic Observation & Validated Customer Complaints
<b>4.4.4</b> The Contractor shall monitor and safeguard all fees at all times while within the Contractor's custody.	4.4	All fees are monitored and safeguarded at all times when in the custody of the Contractor.	100.00%	Periodic Observation & Validated Customer Complaints

### File Operations Support:

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
<b>4.5.1</b> The Contractor shall create files when requested during file operations.	4.5	Files required by USCIS are created by close of the second business day following request from USCIS.  No duplicate A-file records are created.  Files are accurately created.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.2</b> The Contractor shall accurately request required files from external sources such as other centers, district offices, the NRC, etc. within established timeframes.	4.5	Contractor accurately requests required files from external sources.  Required external file requests are completed by close of the next business day following the request by USCIS.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.3</b> The Contractor shall fulfill internal (within the center) and external (originating from other centers, district offices, the NRC, etc.) file requests for information by identifying, locating, retrieving and delivering the correct file(s) within the established timeframes.	4.5	Contractor responds to USCIS file requests by retrieving the correct file(s).  Files are delivered (internal requests) or mailed (external requests) by close of the next business day (or within other designated timeframes) following request.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.5.4</b> The Contractor shall accurately perform file sorts.	4.5	Files are accurately segregated, filed, and routed within established time frames or designated by the COR.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.5</b> The Contractor shall file and re-file records.	4.5	Unless otherwise directed by the COR, newly receipted applications and/or petitions are filed by close of the next business day following receipting at the service center.  Other incoming files are re-filed by close of the next business day following being received at the service	97.50%	Periodic Observation & Customer Complaints.



Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
		center.		
<b>4.5.6</b> The Contractor shall track and update files in NFTS upon movement or as requested by USCIS. The Contractor shall accurately update data in various USCIS systems (C3, C4, USCIS ELIS, etc.).	4.5	Files are correctly updated in USCIS systems.  Files are tracked in NFTS, upon movement.  Data is accurately updated in USCIS systems.  Tracking and updating functions are completed within established timeframes or as designated by the COR.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.7</b> The Contractor shall reconcile and resolve issues identified through system generated error and recurring reports.	4.5	The Contractor reconciles and resolves issues identified through system generated error and recurring reports as required within established time frames or designated by the COR.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.5.8</b> The Contractor shall accurately consolidate files physically and electronically within established timeframes.	4.5	Files are accurately consolidated, both physically and electronically.  The consolidated process is completed by close of the third working day following being received by the Contractor.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.9</b> The Contractor maintains a tracking process for files held in temporary holding areas. The Contractor moves files maintained in the temporary holding areas to the next stage of the process.	4.5	The Contractor maintains a tracking process that accurately identifies the expiration of files held in temporary holding areas.  The Contractor moves files maintained in temporary holding areas to the next stage of the process when required.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.5.10</b> The Contractor shall accurately interfile, connect, and route correspondence or RFE with corresponding file(s) and update systems within established timeframes.	4.5	Evidence is connected by close of the third business day following being received at the service center.  Interfiling is completed by	99.00%	Periodic Observation & Validated Customer Complaints

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
		<p>close of the fifth business day.</p> <p>Files are routed to the adjudicating office by close of the next business day following the requested evidence being connected to the file.</p> <p>Interfiling/evidence are connect and affix to the correct file.</p> <p>Received evidence for non-premium files are updated in USCIS systems on the next business day received in the service center.</p> <p>Received evidence for premium files are updated in USCIS systems on the same business day received in the service center</p>		
<b>4.5.11</b> The Contractor shall maintain files.	4.5	File maintenance is performed.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.12</b> The Contractor shall review and prepare files for shipment to the NRC, HBG, or other locations. Additionally, the Contractor shall verify that closed files are noted as closed within the physical file before preparing the file for storage.	4.5	<p>Files are reviewed to ensure that each file is properly prepared and staged to the NRC, or other locations.</p> <p>Files noted as closed are physically reviewed to ensure that file is noted as closed.</p>	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.5.13</b> The Contractor shall accurately prepare, verify, and retain a copy of manifests going from the service center and retain a copy of all manifests received at the service center, including E-filing reports.	4.5	<p>Outgoing manifests are accurately prepared and verified to contain current supporting information.</p> <p>Incoming manifests are verified to match manifest against contents.</p> <p>Electronic copies of</p>	99.00%	Periodic Observation & Validated Customer Complaints

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
		manifests are properly maintained at the service center.  Report inconsistencies on incoming manifests within one business day to USCIS.		
<b>4.5.14</b> The Contractor shall perform system queries and searches in USCIS systems, and places a screen print(s) of the search result(s) in the file, when required.	4.5	The Contractor accurately performs all system queries and searches.  Screen prints are printed and placed in the corresponding file within the established timeframe.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.15</b> The Contractor shall accurately scan materials and as required, perform cropping, scaling and adjusting of contrast and brightness necessary to achieve an acceptable quality image for document production.	4.5	Necessary adjustments are made to the system data equipment to achieve an acceptable quality image for document production.  Materials are scanned by close of business day that materials are received at the service center or requested from USCIS.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.5.16</b> The Contractor shall correctly assemble E-filed applications and petitions into files.	4.5	E-filed forms are accurately assembled.  E-filed forms are assembled by close of the next business day the application/petition is received by the Contractor.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.17</b> The Contractor shall ensure that files are “adjudication ready” when they are sent to an adjudication division within the service center. The files forwarded to an adjudication division for adjudication are complete and ready to be adjudicated in accordance with the Standard Operating Procedures (SOP) for the form in question	4.5	The correct type and number of requested forms are pulled and A-files consolidated.  All required screen prints are produced and connected to the correct file.  Files are charged out to the correct officer in NFTS.  All required name check and	99.00%	Periodic Observation & Validated Customer Complaints

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
		<p>finger print results are posted in screen prints.</p> <p>All files are accurately assembled and properly maintained.</p> <p>Work orders are staged for delivery within the time frame allowed by the Service Center specific SOPs (normally 1-3 business days).</p>		
<b>4.5.18</b> The Contractor shall pick up, continuously sort, and deliver for internal distribution printouts and files between correspondence stops within the service center as established by the COR. The Contractor picks up correspondence, printouts, and files no less than twice daily as scheduled by the COR.	4.5	<p>Scheduled internal correspondence is picked up twice daily at each designated correspondence stop.</p> <p>Internal correspondence is delivered to its designated mail stop no later than close of business on the next business day.</p>	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.5.19</b> The Contractor shall photocopy application and petition-related documents when required.	4.5	<p>Application and petition-related documents are accurately and completely photocopied.</p> <p>Photocopies are produced by the Contractor when required.</p>	97.50%	Periodic Observation and Validated Customer Complaints
<b>4.5.20</b> The Contractor shall generate required USCIS approved letters, notices, and messages (including e-mail, text messages, and faxes).	4.5	Generates required USCIS approved letters, notices, and messages including e-mail, text messages, and faxes.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.21</b> The Contractor shall accurately create I-512 documents within established timeframes.	4.5	<p>The Contractor accurately creates required I-512 documents.</p> <p>The Contractor creates required I-512 documents by close of business the next business day after document is approved and returned by adjudication.</p>	100.00%	Periodic Observation & Validated Customer Complaints

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
<b>4.5.22</b> The Contractor shall process documents received from district, port of entry, or consulate offices.	4.5	Records that do not require system relocation are processed by the close of the next business day after being received at the service center.  Records that require system relocation are processed by the close of the fifth business day after being received at the service center.  Documents other than records are processed by the close of the third business day at the service center.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.23</b> The Contractor shall complete an audit of the physical location of each file in accordance with the ROH and accurately reconciles files to system generated reports.	4.5	The Contractor completes an audit of the physical location of each file in accordance with the ROH requirement of one year.	99.00%	Per results of annual INSITE audit.
<b>4.5.24</b> The Contractor shall track, secure, and be accountable for all issued empty pre-printed A-File jackets in their possession.	4.5	The Contractor tracks, secures, and is accountable for all issued empty pre-printed A-File jackets in their possession.	100.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.25</b> The Contractor shall timely identify and prepare materials for destruction when required in accordance with the ROH and/or as directed by the COR.	4.5	Materials needing to be destroyed are timely identified and prepared for USCIS review in accordance with the ROH and/or as directed by the COR.	99.00%	Periodic Observation & Validated Customer Complaints
<b>4.5.26</b> The Contractor shall attach screen prints in accordance with the centers SOP for the form in question.	4.5	Screen prints shall be attached in accordance with the centers SOP for the form in question.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.5.27.</b> This task currently only applies to the Nebraska Service Center. The Contractor shall provide the necessary support needed to process REP and RTD booklets within one business	4.5	Booklets going to consulates have the applicant's foreign address affixed to the I-797 Approval Notice.  The I-797 Approval Notice is wrapped around the	99.00%	Periodic Observation & Validated Customer Complaints

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
day of receiving the booklets to ICPS.		<p>booklet and secured with staples.</p> <p>Data on each booklet (name, COB, DOB, etc.) is compared to the data from the application. If any discrepancies are noted, the booklet is returned to USCIS.</p> <p>Booklet is ready to be mailed no later than one business day of receiving it from ICPS.</p>		
<b>4.5.28</b> The Contractor shall schedule biometric appointments as required.	4.5	Biometrics appointments are scheduled as required.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.5.29</b> The Contractor shall provide an initial point of contact(s) to receive requests for assistance by e-mail and if required, in person; commonly referred to as Help Desk.	4.5	<p>One contact at minimum is co-located at each building where data entry or adjudications is performed until 5:00 pm, or as specified by the service center COR.</p> <p>All requests for assistance are acknowledged and responded to by e-mail or verbally.</p>	97.5%	Periodic Observation & Validated Customer Complaints

**FDNS:**

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
<b>4.6.1.1</b> The Contractor shall collect information for the ASVVP requirement from forms, petitions and source documents and correctly input data into various formatted tabs and sub-tabs. Accuracy is defined as no data entry errors on the entire form or document.	4.6	Complete and accurate data collection of all forms and source documents into FDNS-DS System and WLB.  Data collection of all forms and source documents are completed within established timeframes or as designated by the COR.  No duplicate records are created.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.6.1.2</b> The Contractor shall collect information for the CFDO requirement from forms, petitions and source documents and correctly input data into various formatted tabs and sub-tabs. Accuracy is defined as no data entry errors on the entire form or document.	4.6	Complete and accurate data collection of all forms and source documents into FDNS-DS System.  Data collection of all forms and source documents are completed within established timeframes or as designated by the COR.  No duplicate records are created.	97.50%	Periodic Observation & Validated Customer Complaints
<b>4.6.1.3</b> The Contractor shall perform scanning for the ASVVP requirement from forms, petitions and source documents and attach the documents to various formatted tabs and sub-tabs. Accuracy is defined as clear and readable scanned documents accurately attached within FDNS-DS	4.6	Complete and accurate scanning of all forms and source documents and attachments into FDNS-DS System.  Scanning of all forms and source documents are completed within established timeframes or as designated by the COR.  No duplicate records are created.	97.5%	Periodic Observation & Validated Customer Complaints
<b>4.6.2.1</b> The Contractor shall update information in FDNS-DS system and WLB in preparation for site visits and	4.6	Information is obtained from site visits are accurately updated in FDNS-DS and WLB.	99.00%	Periodic Observation & Validated Customer

Requirement	PWS Section	Quality Standard	Monthly Acceptable Quality Level (AQL)	Measurement
assignment.		Updates are completed within established timeframes or as designated by the COR.		Complaints
<b>4.6.2.2</b> The Contractor shall track and update files in NFTS systems upon movement or as requested by USCIS. The Contractor shall accurately update data in FDNS-DS and WLB.	4.6	Files are correctly updated in FDNS-DS and WLB.  Files are tracked in NFTS upon movement.  Tracking and updating functions are completed within established timeframes or as designated by the COR.	99.00%	Periodic Observation & Validated Customer Complaints



## **7.0 SCHEDULE OF MONETARY DISINCENTIVES**

<b>Section</b>	<b>PR</b>	<b>Requirement</b>	<b>Standard</b>	<b>Monthly Acceptable Quality Level (AQL)</b>	<b>Measure</b>	<b>Monetary Disincentive Schedule for Observed Non-Conformance</b>
<b>Data Collection</b>	<b>4.3.3</b>	The Contractor collects information from source documents and inputs data into various formatted screens within established processing timeframes. Accuracy is defined as no data entry errors on the entire form or document.	<p>Data collection of all fee-related forms not in CLAIMS 4 must be completed by close of the working day (11:30 p.m.) on the day received at the service center.</p> <p>Data collection of any CLAIMS 4 form must be completed by close of the working day (11:30 p.m.) on the next business day after being received at the service center.</p> <p>Data collection of non-fee related forms must be completed by close of the working day (11:30 p.m.) on the next business day after being received at the service center.</p> <p>Complete and accurate data collection of all fee and non-fee related forms and source documents completed accurately within established processing timeframes.</p>	97.50%	Random Sampling	<p>97.50% or higher            .None            &lt;97.50%.....\$ 5,000            &lt;96.50%.....\$ 7,500            &lt;95.50%.....\$10,000</p> <p>Per Service Center Per Month</p>
<b>Fee Collection</b>	<b>4.4.2</b>	The Contractor shall prepare a daily deposit ticket accurately reflecting the total of all endorsed receipted fees. The Contractor shall complete the	The prepared deposit ticket reflects an accurate total of the days' endorsed receipted fees.	100.00%	Periodic Observation & Validated Customer Complaints	<p>First Infraction each month...\$500</p> <p>Second Infraction each month ...\$ 1,000</p> <p>Each infraction</p>

Section	PR	Requirement	Standard	Monthly Acceptable Quality Level (AQL)	Measure	Monetary Disincentive Schedule for Observed Non-Conformance
		daily deposit not later than the scheduled e-depositing deadline. The Contractor shall accurately complete and include in each daily deposit packet any supporting documentation (line-off sheets, void sheets, etc.) used to support the deposit amount.	The daily deposit is completed prior to that day's e-depositing deadline.  All supporting documentation is completed accurately and is included with the daily deposit packet.			thereafter, remainder of month...\$ 2,000
<b>Fee Collection</b>	<b>4.4.4</b>	The Contractor monitors and safeguards fees at all times while within the Contractor's custody in accordance with USCIS policies, procedures, and applicable regulations.	All fees are monitored and safeguarded at all times when in the custody of the Contractor.	100.00%	Periodic Observation & Validated Customer Complaints	Each of first 3 infractions in a month.....\$1,000  Each infraction thereafter, remainder of month.....\$2,000
<b>File Operations</b>	<b>4.5.17</b>	The Contractor shall ensure that files are "adjudication ready" when they are sent to an adjudication division within the service center.	Files forwarded to an adjudication division for adjudication are complete and ready to be adjudicated in accordance with the SOP for the form in question.	99.00%	Periodic Observation & Validated Customer Complaints	99.00% or higher...None <99.00%.....\$5,000 <98.00%.....\$10,000 <97.00%.....\$15,000 Per Service Center Per month

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**8.0 ATTACHMENTS**

If an attachment listed below has not been referenced within the PWS, it is meant to provide general reference information for SCOSS.

- 8.1 Definitions and Acronyms
- 8.2 Government Provided Property
- 8.3 Currently Required Screen Prints
- 8.4 Data Entry Fields for Applications and Petitions
- 8.4a Data Entry Fields Enumeration
- 8.4b CLAIMS 3 LAN Functional Analysis
- 8.5 SCOPS – DAAG Glossary
- 8.6 Government Provided Information **\*(Provided upon request, see below)**  
**8.6 a) Non-Disclosure Agreement (NDA) form**
- 8.7 USCIS Forms Receipting Location
- 8.8 Forms Cycle Time
- 8.9 Mandatory Training Chart for Contractors
- 8.10 Security Requirements
- 8.11 PII Requirements

**\*The bolded sections of this page will be removed prior to award**

**Attachment 8.6 Government Provided Information is available in CD-format and will be provided by request through the following steps:**

- 1. Complete and sign the attached Non-Disclosure Agreement Form (NDA attachment 8.6 a.)**
- 2. Send email to [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov) with the following:**
  - a. Completed NDA form attached**
  - b. Mailing address where CD should be sent**
  - c. POC/ATTN to person**
  - d. Contact Information (phone number and email) of the POC**
- 3. A package containing the CD documenting attachment 8.6 will be sent within 3 business days of when the request is received.**
- 4. Within 3 business days of delivery, send [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov) a confirmation of receipt and confirmation that all electronic files are accessible with no technical issues.**
- 5. New activity reports are available for the months of February through May 2014. Please follow the same process above to request the new data for February through May 2014.**

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**SECTION II - TERMS AND CONDITIONS**

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

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

<http://www.acquisition.gov/far>

(End of clause)

<u><b>FAR Clause</b></u>	<u><b>Title and Date</b></u>
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed or Copied Double-Side on Postconsumer Fiber Content Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.223-10	Waste Reduction Program (MAY 2011)
52.227-14	Rights in Data - General (DEC 2007)
52.237-3	Continuity of Services (JAN 1991)

**B. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) *Electronic funds transfer (EFT) banking information.*

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

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(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

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(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.



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(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations



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(1) Except as stated in paragraph (u)(2) 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:

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

(ii) 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.

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

(2) Paragraph (u)(1) 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.

*Alternate I (AUG 2012) to the contract clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items (SEP 2013), applies to time-and-materials or labor-hour contract line items, and is incorporated into this contract by reference. In the spaces below, the offeror shall insert its proposed fill-ins:*

(a)(4) *[portion of labor rate attributable to profit]*

<u>Labor Category</u>	<u>Portion Attributable to Profit</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

(e)(1)(iii)(D) *[subcontracts for services to be excluded from the hourly rates prescribed in the schedule]*

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(i)(1)(ii)(D)(1) *Other Direct Costs [each element of other direct costs (e.g., travel, computer usage charges, etc.), or “None” if no reimbursement for other direct costs will be provided]*

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(i)(1)(ii)(D)(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.) [a fixed amount for the indirect costs and payment schedule, or “\$0” if no fixed price reimbursement for indirect costs will be provided]*

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(End of clause)

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**C. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)**

(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) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(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) (Pub. L. 108-77, 108-78).

(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. 253g](#) and [10 U.S.C. 2402](#)).

\_X\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (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 (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (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. (Aug 2013) ([31 U.S.C. 6101 note](#)).

\_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

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- \_\_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
  - \_\_\_ (ii) Alternate I (Nov 2011).
  - \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
  - \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
  - \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).
  - \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
  - \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
  - \_\_\_ (iv) Alternate III (Jul 2010) 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\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_\_ (22) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (23) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_X\_ (24) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_X\_ (25) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (26) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (27) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- \_X\_ (28) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (29) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_X\_ (30) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

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- \_X\_ (31) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_X\_ (32) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_X\_ (33) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_X\_ (34) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_X\_ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (36) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (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](#).)
- \_\_\_ (37)(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.)
- \_X\_ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_X\_ (39)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_X\_ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (41) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- \_\_\_ (42)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([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 (Mar 2012) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- \_\_\_ (43) [52.225-5](#), Trade Agreements (NOV 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (44) [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).
- \_\_\_ (45) [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](#)).
- \_\_\_ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

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\_\_\_ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (52) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (54)(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.]

\_X\_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_X\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_X\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

\_X\_ (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) [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.

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(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([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 \$650,000 (\$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 (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [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](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).

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(xiii) [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](#)).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [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)

**D. FAR CLAUSES- FULL TEXT**

**52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **from 12/1/2014 through 11/30/2018**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than **\$50,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor—

(1) Any order for a single item (CLIN) in excess of **\$27 million (for Group A) and \$50 million (for Group B)**;



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(2) Any order for a combination of items in excess of **\$53 million (for Group A) and \$83 million (For Group B)**; or

(3) A series of orders from the same ordering office within **180** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **15** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after November 30, 2019.

(End of clause)

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**FAR 52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within **30 days** of contract expiration.

(End of clause)

**FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract including the exercise of any options under this clause, shall not exceed **48 months**.

(End of Clause)

**FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee class</u>	<u>Monetary wage - Fringe Benefits</u>	
Key Entry Operator (Supervisory) - GS-326-6		
Dallas TX	\$19.64	36.25%
Laguna Niguel CA	\$20.70	36.25%
St. Albans VT & Lincoln NB	\$18.58	36.25%
Key Entry Operator - GS-326-4		
Dallas TX	\$15.75	36.25%
Laguna Niguel CA	\$16.60	36.25%
St. Albans VT & Lincoln NB	\$14.90	36.25%

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Mail/File Clerk (Supervisory) - GS-305-6		
Dallas TX	\$19.64	36.25%
Laguna Niguel CA	\$20.70	36.25%
St. Albans VT & Lincoln NB	\$18.58	36.25%

<u>Employee class</u>	<u>Monetary wage - Fringe Benefits</u>
-----------------------	--

Mail/File Clerk - GS-305-5		
Dallas TX	\$17.62	36.25%
Laguna Niguel CA	\$18.57	36.25%
St. Albans VT & Lincoln NB	\$16.67	36.25%

Secretary - GS-318-5		
Dallas TX	\$17.62	36.25%
Laguna Niguel CA	\$18.57	36.25%
St. Albans VT & Lincoln NB	\$16.67	36.25%

Driver/Messenger - GS-305-6		
Dallas TX	\$19.44	36.25%
Laguna Niguel CA	\$18.39	36.25%
Lincoln NB	\$17.35	36.25%
St. Albans VT	\$17.85	36.25%

Quality Control Inspector (Supervisory) - GS-343-11		
Dallas TX	\$32.30	36.25%
Laguna Niguel CA	\$34.04	36.25%
St. Albans VT & Lincoln NB	\$30.56	36.25%

Quality Control Inspector - GS-343-9		
Dallas TX	\$26.70	36.25%
Laguna Niguel CA	\$28.13	36.25%
St. Albans VT & Lincoln NB	\$25.26	36.25%

Lead Accounting Technician - GS-525-8		
Dallas TX	\$24.17	36.25%
Laguna Niguel CA	\$25.47	36.25%
St. Albans VT & Lincoln NB	\$22.87	36.25%

Accounting Technician - GS-525-6		
Dallas TX	\$19.64	36.25%
Laguna Niguel CA	\$20.70	36.25%
St. Albans VT & Lincoln NB	\$18.58	36.25%

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(End of clause)

**FAR 52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)**

(a) The contractor, at the contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for—

- (1) Bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence; and

- (2) Property damage of not less than \$50,000 for each accident and \$250,000 in the aggregate.

(b) The contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the contractor's own employees and agents.

(End of clause)

**FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

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**E. HOMELAND SECURITY ACQUISITION REGULATION  
(HSAR) 3052.212-70 CLAUSES BY REFERENCE**

<b><u>HSAR Clause</u></b>	<b><u>Title and Date</u></b>
3052.205-70	Advertisements, Publicizing Awards, and Releases (SEP 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)
3052.242-72	Contracting Officer's Technical Representative (DEC 2003)

**F. HSAR CLAUSES INCORPORATED IN FULL TEXT**

**HSAR 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

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(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)

**HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS ALTERNATE II (JUN 2006)**

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department’s Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

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

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

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

The Key Personnel under this Contract shall include at a minimum:

1. Program Manager
2. Quality Assurance Manager
3. Site Managers
4. Assistant Managers of any designation
5. Transition Manager

**G. SPECIAL CONTRACT REQUIREMENTS**

**Performance Reporting**

For active contracts and task orders valued in excess of \$1,000,000 for services, 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 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 days to reply with comments, rebutting statements, or additional information that will be made part of the official record.

**Invoicing Instructions**

The contract shall be invoiced no more frequently than monthly basis. The invoice shall be sent via e-mail to the USCIS Contracting Officer's Representative (COR) with the USCIS Contracting Officer (CO) copied.

The payment office address is as follows, however, invoices should not be mailed to this address:

Dallas Finance Center  
PO Box 561547  
Dallas, TX 75356-1547

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**Additional Invoicing Instructions:**

(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).
- (9) The Contractor shall identify on each invoice the subcontract costs by subcontractor name and show the total percent of subcontract costs for that invoice as well as cumulative subcontract costs and overall subcontracted percent to date.

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

(c) USCIS' required 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**

(e) The contractor shall identify on each invoice the cost of personnel for contract performance for employees of the concern (Service-Disabled-Veteran-Owned Small Business (SDVOSB)) or employees of other SDVOSBs.

**Organizational Conflict of Interest**

(a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.



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(b) Prior to commencement of any work, the contractor agrees to notify the CO immediately that to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the CO any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the contractor shall immediately make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The contractor shall continue performance until notified by the CO of any contrary action to be taken.

(d) Remedies – USCIS may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

### **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 or under this contract shall be completed. A release of claims will be forwarded to the contractor at the end of each performance period for contractor completion as soon thereafter as practicable.

### **Contractor Pre-Screening**

Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting their name for consideration to work on the contract. Pre-screening ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months, or misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing --

- Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information center (NCIC).

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- Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
- Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.

Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

**Task Orders**

- (a) The contractor shall be authorized to commence task order performance only following issuance of a task order. The individuals authorized to issue orders under this contract are identified as USCIS Contracting Office-Contracting Officers.
- (b) Task orders may be issued at any time during the ordering period. The period of performance will be specified in the task order issued against the contract.
- (c) Funding and appropriation data under this contract will be specified on each task order issued against the contract and in individual modifications to the task order.
- (d) Because there are two Indefinite Delivery Indefinite Quality (IDIQ) contracts awarded to different prime contractors, the Government anticipates there may be combined training, and various meetings with both contractors, therefore cooperation between contractors will be required.

**Service-Disabled Veteran-Owned Small Business Concern Compliance Monitoring**

In accordance with FAR Clause 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns. To monitor this, contractors are required to comply with the invoicing instructions to identify on each invoice the cost of personnel for contract performance for employees of the concern and other employees of other SDVOSBs. If the 50% SDVOSB performance requirement is not met on at least an annual basis or the term of the contract, whichever occurs first, or if there is concern throughout the annual reporting period that the SDVOSB percentages will not be met before the end of the reporting period, the Contracting Officer may request a Corrective Action Plan (CAP). If the contractor fails to meet the corrective action goals, the Contracting Officer may:

- a. Withhold payment based on the percentage amount not met;
- b. Reduce the contract amount by the percentage amount not met;
- c. Terminate the contract.

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The final reduction to the contract amount, if any, would be established at closeout of the contract. Additionally, if percentages are exceeded, it will be recorded in the applicable contractor's performance evaluation (as required per FAR 42.15).

In order to ensure that the required percentage is met in accordance with FAR 52.219-27, the prime must demonstrate annually that it is in compliance to date. SDVOSB prime contractors will be required to report annually, within 30 days of the end of each year or the expiration of the contract (whichever is applicable), the total cost of labor (SDVOSB) on all work performed under this set-aside during the 12 month reporting period. Thus, for this set-aside, the combined SDVOSB total of all costs during the 12 month period must reflect compliance with FAR 52.219-27 percentage .

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**SECTION III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

Attachment A, Service Contract Act - Wage Determinations (WD)

- WD 2005-2509, Rev 14, 6/19/13 (TX)
- WD 2005-2325, Rev 13, 6/19/13 (NE)
- WD 2005-2047, Rev 14, 6/19/13 (CA)
- WD 2005-2537, Rev 15, 6/19/13 (VT)

Attachment B, DD254 Form (to be included upon award)

Attachment C, Schedule of Services Documents

1. Overview of 14R00027 Schedule of Services.pdf
2. Schedule of Services\_14R00027\_Group A (NSC-TSC).xls
3. Schedule of Services\_14R00027\_Group B (CSC-VSC).xls

Attachment D, Collective Bargaining Agreements:

- LongView International Technology Solutions Inc. & United Electrical, Radio and Machine Workers of America (UE), (CSC)
- Wage Determination No.: 2011-0212 Rev 1 dated 11/07/2011 (CA)
- FedConsulting, Inc. & United Electrical, Radio and Machine Workers of America (UE), (VSC)
- Wage Determination No.: 2011-0211 Rev 1 dated 11/07/2011 (VT)

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<b>The section below will be removed after award.</b>
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**SECTION IV – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**A. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far> and <http://www.dhs.gov/xopnbiz/>.

(End of provision)

<u><b>FAR Provision No.</b></u>	<u><b>Title and Date</b></u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)
52.216-27	SINGLE OR MULTIPLE AWARDS (OCT 1995)

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**B. ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS  
(JUL 2013)**

**1.0 Proposal Submission Information**

From this solicitation, two single-award IDIQ contracts will be awarded, one contract for the Nebraska Service Center (NSC) and Texas Service Center (TSC) called Group A and one for the California Service Center (CSC) and Vermont Service Center (VSC) called Group B. It is anticipated that a task order will be awarded simultaneously with the award of the parent IDIQ contract for each Group for at least the guaranteed minimum. Offerors may submit a proposal for Group A, Group B or both, however, the Government will not make an award to the same Prime contractor for both awards or where a contractor is a Prime for one Group and a major subcontractor on the other. Major subcontractor is defined as a subcontractor performing over 10% of the total contract value.

**1.1 Questions & Proposal Due Date and Time**

Questions concerning the solicitation shall be submitted via e-mail to Gale Bonnett, Contract Specialist at [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov) and Kristie Nestle, Contracting Officer, at [Kristie.nestle@dhs.gov](mailto:Kristie.nestle@dhs.gov). Questions shall cite the solicitation section, page, and paragraph number. **Questions are due by 12PM (NOON) ET on Friday, 27 June, 2014.**

**1.2 Proposal Receipt**

**HARD COPY**

The proposal shall be submitted in hard copy. The hard copies shall be submitted in two volumes; (I. Technical and II. Business). Each hard copy shall be formatted, printed and bound in accordance with instructions below (Para 1.3 through 1.6).

Proposals shall be submitted in a sealed container to the CO, Ms. Kristie Nestle, at the address below. Submissions must show the name and address of the Offeror along with the Solicitation Number HSSCCG-14-R-00027.

Department of Homeland Security  
U.S. Citizenship & Immigration Services (USCIS)  
USCIS Contracting Office, Attn: Kristie Nestle  
70 Kimball Avenue  
South Burlington, VT 05403  
Contact Gale Bonnett, at (802) 872-4534, to confirm delivery

The South Burlington, Vermont mailing address indicated above is for all U.S. mail & private delivery service mail. The official proposals' received date/time will set be by the electronic tracking information of delivery.

The Contracting Office's physical location is in Williston, Vermont. It is permissible for proposals to be hand-delivered. Any Offeror wishing to personally deliver proposals shall send an email to [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov), requesting an appointment and if any directions are required.

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The Standard Form 1449 and all amendments must be signed and acknowledged.

**NO FAX OR EMAILED SUBMISSION WILL BE ALLOWED.**

You are also encouraged to contact the Contract Specialist listed above prior to the proposal closing date and time specified to verify receipt of your proposal submission; (Contract Specialist, direct email [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov) or direct phone number (802) 872-4534).

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**1.3 Proposal Instructions:**

Proposals shall be in English and in U.S. dollars. Use 8 1/2 by 11 size paper in 11 point Times New Roman text, and be legible. The font for Tables and Graphics may be less than 11 point but shall be legible. No macro enabled documents shall be submitted.

The proposal shall be divided into two Volumes: Technical (Volume I) and Business (Volume II). The Technical proposal shall address the Technical Factor. The Business proposal shall address the Past Performance and Price Factors. No cost or pricing information shall be included in the technical volume.

Page limitations are found in the table located at 1.4.

- Excluded from page limitations:
  - A cover letter
  - SF1449
  - Representation and Certifications
  - Evidence of Facility Clearance
  - Statements of Qualifications for Key Personnel (required vs a resume)
  - Required completed provisions
  - Table of Contents
  - A compliance matrix or an introductory matrix
  - Dividers
  - Acronym list
  - Tabs
  - Subcontractor pricing (emailed directly to the Contracting Office if containing proprietary information)
  - Past Performance Questionnaire (emailed directly to the Contracting Office and will not be accepted as part of a hard copy proposal)
- Included under hard copy page limitations:
  - Executive summaries
  - Tables, charts, graphs and any additional attachments are considered part of the page count.

Note: an Executive Summary is not required. However, if one is included with the Technical Proposal, the page(s) will count towards the 50 page limitation. If an Executive Summary is included in the Business Proposal, there is no page limitation (with the exception of the Past Performance section). – see table in 1.4.



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1.4 Structure your proposal in the same format as the Factors and Subfactors listed below:

TITLE	PAGE LIMIT
<p><b><u>Volume I – Technical Proposal</u></b></p> <p><b>Technical Factor Sections:</b></p> <ul style="list-style-type: none"> <li><b>A. Subfactor 1: Operational Approach</b></li> <li><b>B. Subfactor 2: Management Approach</b></li> <li><b>C. Subfactor 3: Corporate Experience</b></li> <li><b>D. Subfactor 4: Experience with Unions</b></li> </ul>	<p>Technical Capability with all subfactor sections shall not exceed 50 pages total (statement of qualifications are excluded from page count).</p> <p>Note: If the written technical proposal exceeds 50 pages (see above), the pages beyond the page limitation will not be considered in the evaluation. See 1.A.3b, the Quality Control Plan maximum of 15 pages is included within the 50 page count.</p> <p><b>Pricing information <u>shall not</u> be included in the Technical proposal.</b></p> <p><b>Hardcopy: 1 original and 6 copies 3 CDs</b></p>
<p><b><u>Volume II – Business Proposal</u></b></p> <p><b>Section A - Cover Letter</b> (Including A.1 SF1449 and A.2 Representation and Certifications/Facility Clearance)</p> <p><b>Section B – Price</b></p> <p><b>Section C - Past Performance</b></p>	<p>Unlimited</p> <p>Unlimited</p> <p>Past Performance</p> <ul style="list-style-type: none"> <li>• Prime – 2 pages per reference up to 3 references</li> <li>• Major subcontractor - 2 pages per reference up to 2 references per subcontractor.</li> <li>• Past Performance Questionnaires and matrix are not included in the page limitations</li> </ul> <p><b>Hardcopy: 1 Original plus 2 copies 2 CDs</b></p>

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**The following information shall be included in each volume:**

**1.5 Volume I – Technical Proposal:**

The Technical Proposal shall be prepared so that the evaluator can easily identify where each subfactor is addressed and the information provided for each subfactor should follow the order as listed below in paragraph (2).

For ease of evaluation, please bold the subfactor section and the number and letter associated with each item for (i.e) “A. Operational Approach, 1. Concept of Operations, (a) Describe Concept of Operations”. In other words, reference the RFP sections as they are addressed.

The Technical Proposal shall clearly and concisely include the following information:

**1.5.1 Technical - (Factor 1)**

**A. Subfactor 1 - Operational Approach**

**1. Concept of Operations**

- a) Describe the Concept of Operations
- b) Describe how normal work flow, including future reductions in workload due to ELIS, and spikes and surge workload requirements will be accomplished
- c) Explain why the operational approach proposed is workable and realistic
- d) Describe how the work will be prioritized under normal and surge conditions
- e) Describe the approach to managing the variations in operations at the two centers in the group
- f) Describe the offeror’s ability to respond to changing processes required by the Government (i.e. SOPs)
- g) Include a Work Breakdown Structure, see PWS Section 5.1.10.

**2. Staffing**

- a) Illustrate in table format what levels of staffing will be required for each function, including management structure and span of control for the numbers of Full Time Equivalents (FTEs) anticipated to be engaged for each proposed labor category for each site.
- b) Discuss why proposed staffing is sufficient and appropriate to fulfill PWS requirements.
- c) Describe and illustrate in table format the labor basis of estimates per employee that determines the level of staffing (i.e. an employee is expected to do XXX data, file, and correspondence operations per hour or day).
- d) Describe how the contractor will recruit to meet and maintain the staffing plan required for operations.
- e) Explain how training of staff will be accomplished and maintained.
- f) Include a Crosswalk from SCA and CBA labor category titles to the offeror’s proposed labor category titles.

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**3. Quality Approach**

- a) Address how performance requirement quality standards will be achieved and maintained
- b) Quality Control Plan (see PWS 5.1.9, maximum 15 pages, this plan will be incorporated as part of the contract award):

Discuss understanding of and ability to establish and maintain Quality Management (QM) program operations, to include:

- a. Effective quality control
- b. Cost control
- c. Productivity measurement
- d. Problem identification and resolution
- e. Adequate QM program staffing
- f. QM implementation during start-up and full performance
- g. Quality Standards
- h. Continuous quality improvement in a project of this scale

**B. Subfactor 2 – Management Approach**

**1. Management Approach:**

- a) Describe the interface with USCIS at all levels, and the management lines of authority.
- b) Describe the hierarchy of the management team, lines of communication, and frequency and manner of reporting.
- c) Explain how transitioning of staff from the time of contract award to performance of the work will be accomplished within 60 days.

**2. Key Personnel (see PWS sections 4.8 and 4.9):**

- a) Identify the personnel comprising the program management of each center and any headquarters office and clearly define their roles and responsibilities.
- b) Discuss the quality of key personnel, who they are employed by (Prime/Sub), and their capability to manage and perform key aspects of work.
- c) Include Statement of Qualifications of key personnel that speaks to the capability and appropriateness of proposed personnel regarding their:
  - i. Credentials, Professional Certifications, and Formal Education
  - ii. Experience
  - iii. Availability, to include letters of commitment for key personnel not currently on staff.

(All key personnel are assumed to be members of the Program Management, but not all members of Program Management need be key personnel.)

**3. Teaming Approach**

- a) Identify team members
- b) Discuss why those members were selected
- c) Describe what role each team member will play in meeting the requirements of the PWS
- d) Describe what role each team member will have. If a joint venture, identify the roles of each partner.

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**C. Subfactor 3 – Corporate Experience**

1. The offeror's proposal shall address relevant (similar in the aggregate) corporate experience as a prime contractor or first-tier subcontractor to include corporate experience of subcontractors performing work as a prime contractor or first-tier subcontractor. If the corporate experience is for work performed as a Joint Venture, discuss the specific partner's role in the Joint Venture.
2. Discuss experience in:
  - a. Managing operations over multiple, geographically dispersed locations
  - b. Managing surges and spikes
  - c. Providing services in correspondence management, data entry, fee receipting, and file operations
  - d. Managing multiple hundreds of employees over multiple shifts

**Note: There is an important distinction between contractor's corporate experience and its past performance. Experience reflects whether contractors have performed similar work before. Past performance describes how well contractors performed the work, in other words, how well they executed what was promised in the proposal.**

**D. Subfactor 4 – Experience with Unions**

1. For Group A, describe the team's experience with contractor employees filing for Union Election with the National Labor Relations Board (NLRB). If the team has no experience working with or managing labor unions, please include what actions would be taken to address unionized labor force relations and activities.
2. For Group B, describe the team's experience with managing a unionized labor force to include collective bargaining agreements.  
Discuss experience and ability in responding to activities associated with Union members and the NLRB. If the team has no experience working with or managing labor unions, please include what actions would be taken to address unionized labor force relations and activities.

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**1.6 Volume II – Business Proposal:**

The Business Proposal shall contain the following information:

**A. Section A - Cover Letter**

The Cover Letter shall include:

- Solicitation Number
- Date of submission
- Cage Code
- Name and primary Point of Contact (POC) telephone number and e-mail address, DUNS
- Name, title and signature of the prime contractor's authorized representative (signature authority)
- Subcontractor or Teaming Information. Complete Table below:

Name and Address of all Subcontractors and/or Team members	Is this a major Subcontractor (10% or more of contract value)? (Y or N) and Percentage of effort for each subcontractor	DUNS	Socio-Economic Status	Short Description of Effort to be performed

**A.1 SF 1449**

- A completed SF 1449, showing total amounts for each CLIN for each period. Quantities and unit prices are not required on the SF1449. Separate SF1449s are required for each Group, A and B, which are considered parts of separate proposals. A breakdown of unit price and extended amounts will be provided in the Section III, Attachment C Pricing Spreadsheets.
- A signed SF 1449 and any Acknowledgement of Amendments (if applicable)

**A.2 Representations and Certifications / Facility Clearance**

- Completion of Representations and Certifications, and Provisions
- Reference Task. 4.2 Correspondence Management Requirements. The contractor shall have an approved Facility Clearance at the Secret level by the Defense Security Service. A "DD Form 254" is referenced as an attachment in Section III, LIST OF CONTRACT DOCUMENTS, EXHIBITS OR OTHER ATTACHMENTS, ATTACHMENT B and will be provided upon award.

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- The offeror must have an approved facility clearance at the Secret level at the time of proposal submission. Affirmatively state that you have a Facility Clearance; provide the date of clearance and who the clearance was provided by. Provide a copy of the actual notification of clearance if available with the proposal.
  - Any subcontractor that will perform work within the SECRET level must also have a facility clearance. If the subcontractor does not have an approved facility clearance at the Secret level prior to award, no work shall be performed at the SECRET level until a facility clearance is approved. Affirmatively state whether the subcontractor has a Facility Clearance; if so, provide the date of clearance and who the clearance was provided by. Provide a copy of the actual notification of clearance if available with the proposal. If not, provide the plan for the subcontractor to obtain a facility clearance.
  - USCIS will not sponsor any contractors.
- System of Award Management (SAM) – USCIS will not award and a vendor will not be paid unless the vendor has an active SAM account.

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**B. Section B Price Information (Factor 2) - Instructions**

An excel spreadsheet with pre-formulated and locked cells is included at Section III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, ATTACHMENT C. Any reformatting of the excel spreadsheets is not authorized. Do not lock any of the unlocked “input” cells for proposed unit pricing. Proposed unit pricing shall not exceed two decimal points. For example “\$5.50” is allowable but “\$5.516” is not. The offeror shall complete all pricing spreadsheets using historical volume information included in the PWS Attachment #8.6 as a guide.

Major subcontractors or team members may submit proprietary information directly to the Contracting Officer [kristie.nestle@dhs.gov](mailto:kristie.nestle@dhs.gov) and the Contract Specialist Gale Bonnett at [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov).

Offerors shall include a cross walk from SCA and CBA labor category titles to the offeror’s proposed labor category titles within the excel spreadsheet cells.

*Pricing of Option Periods 1, 2 and 3:* Offerors shall price the options requirement for the additional one-year option periods by assuming that the minimal hourly wage and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the base period will apply to the additional one-year option periods. The minimum wage rates and fringe benefits applicable to the base period are outlined in the respective wage determinations listed in Section III, Attachment A.

In the event the option(s) to extend performance is exercised by the Government, the contract price(s) will be subject to Equitable Adjustment(s) in accordance with the clause entitled FAR 52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts), included by reference in the solicitation/contract. Such Equitable Adjustments will be made as a result of any wage determination revisions. Firm Fixed Price and Fixed-unit price CLINS shall not be escalated nor will they be allowed renegotiation. No contract price adjustments will be made outside the FAR requirements of 22.1012-3.

The Service Contract Act (SCA) will apply to contracts awarded pursuant to this RFP. Accordingly, the proposal shall include a breakdown of all labor classifications subject to the SCA along with corresponding rates.

The offeror (prime) shall complete the SF 1408 checklist referenced at Section VIII, Attachment A. This is available via e-mail from the Contracting Officer [kristie.nestle@dhs.gov](mailto:kristie.nestle@dhs.gov) and the Contract Specialist Gale Bonnett at [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov).

Include fill-in information for clause FAR 52.212-4 Contract Terms and Conditions – Commercial Items (Page 94-102) and include with your proposal.

Complete provisions FAR 52.209-7 Information Regarding Responsibility Matters and HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates and include with your proposal.

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**C. Section C - Past Performance Factor**

The offeror shall provide recent, relevant past performance information for not more than (3) projects. In addition, the offeror shall not submit more than two (2) references each for those subcontractors who are expected to perform 10% or more of the overall contract value. USCIS will not provide a past performance evaluation for a subcontractor with which it has no privity of contract. If there is no past performance information available, past performance will be rated neutral which neither advantages nor disadvantages an offeror. If past performance is submitted for a subcontractor not performing more than 10% of the overall contract value, the past performance of that subcontractor will not be evaluated.

This information shall begin with an introductory matrix listing the offeror's and its major subcontractors' past performance.

Recent past performance is defined as within the past three (3) years from the date of issuance of the final RFP and may include active contracts. Past performance for prime contractors and major subcontractors must, in the aggregate, identify contracts that demonstrate past performance as listed in the bullets. The following will be used to assist in determining relevance of the past performance:

1. Managing operations over multiple, geographically dispersed locations
2. Managing surges and spikes
3. Providing services in correspondence management, data-entry, fee receipting, and file operations.
4. Managing multiple hundreds of employees over multiple shifts

Past performance references shall be as a prime contractor or first-tier subcontractor (Offerors must clearly identify whether they were a prime or first-tier subcontractor). If the offeror was a first tier subcontractor, identify the prime contractor, and the offeror's role in the effort) on previous or current projects/tasks. If the offeror was part of a Joint Venture that was the prime or a first-tier subcontractor, identify the offeror's role in the Joint Venture. Past performance may cite federal, state, local government, commercial sources, or not for profit sources and should highlight the company's key role in the past performance being documented.

Past performance of parent, subsidiaries, other corporate entities affiliated with the offeror are permitted, however the offeror shall describe how they will be substantially involved in performance of the SCOSS effort. For a Joint Venture, past performance must be submitted for each member of the JV and clearly identify the role of the member in the contract performed. The DUNS for the offeror and each parent, subsidiary or other corporate entity for which past performance is submitted and who will be substantially involved is required.

If some of the offeror's (and major subcontractors') past performance is relevant and the rest is not, only the relevant past performance will be evaluated for purposes of past performance. If the offeror has no relevant past performance, the offeror shall state in its proposal that it has no past performance.



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Present the following information for each reference:

- Reference Name (Company or Entity)
- Program Title
- Contracting Agency/Private Company
- Contract Number/Task/Delivery Order Number (if applicable)
- Brief description of the contract effort, including results and successes
- Type of Contract
- Period of Performance
- Original contract dollar value and current or actual dollar value
- Actual completion date
- Contact names, addresses, telephone numbers and e-mail addresses of current, or last (if contract completed) Program Director/Manager and/or Contract Manager.
- Identify if performed work as Prime Contractor or first-tier subcontractor
- Rationale supporting the assertion of relevance

The offeror shall also be responsible for ensuring that each of the customer references receives and completes the Past Performance Questionnaire which shall be e-mailed to [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov) and [Kristie.nestle@dhs.gov](mailto:Kristie.nestle@dhs.gov) by the time and date the proposals are due. **Questionnaires received after the time and date proposals are due will not be considered.**

The Government reserves the right to use publicly available reports and data from the Past Performance Information Retrieval System (PPIRS) found on the web at <http://www.ppirs.gov>, the Federal Awardee Performance and Integrity Information System (FAPIIS) and the **System for Award Management (SAM)**. The Government may also use present and/or past performance data obtained from a variety of sources, not just those contracts identified by offerors.

This information for all references shall not exceed:

- Prime – 2 pages per reference up to 3 references
- Major subcontractor - 2 pages per reference up to 2 references per subcontractor.

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**C. SOLICITATION PROVISIONS – FULL TEXT**

**INCORPORATION OF ASPECTS OF PROPOSAL**

One or more aspects of an offeror's proposal may be incorporated into any contract resulting from this solicitation. However, nothing so incorporated shall constitute a waiver to any other requirement of the contract. The contracting officer may obtain the offeror's concurrence on the exact wording of the incorporated aspects as a matter of clarifications, and such shall not be seen as a revision of its offer. The Government contemplates using this process when an aspect of the offer may be an important factor in the selection decision, but may use this process under other circumstances.

**FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—

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(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a hybrid contract with Firm-Fixed-Price, Fixed-Unit-Price and Labor Hour contract line item resulting from this solicitation.

(End of provision)

**FAR 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—  
COMMERCIAL ITEM ACQUISITION (FEB 2007)**

(a) The Government contemplates award of a Time-and-Materials type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates for the Time-and-Materials CLINs in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

(End of provision)

**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kristie Nestle, Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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Kristie Nestle  
Contracting Officer  
70 Kimball Avenue  
South Burlington, Vermont 05403  
(802) 872-4184  
[Kristie.Nestle@dhs.gov](mailto:Kristie.Nestle@dhs.gov)

(End of provision)

**HSAR 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.

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

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

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

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

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

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

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

(e) **Treatment of Certain Rights.**

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

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

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

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

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

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

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

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

(End of provision)

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**SECTION V – PROPOSAL EVALUATION**

**FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: \*See Addendum to FAR 52.212-2 Evaluation-Commercial Items (JAN 1999) below.

Technical and past performance, when combined, See Addendum to FAR 52.212-2 Evaluation–Commercial Items (JAN 1999) below.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**ADDENDUM TO FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)**

**1. Basis of Award:** Award will be made to the responsible offeror that offers the best value to the Government, price and non-price factors considered. In making this comparison, the Government is more concerned with obtaining performance capability superiority rather than the lowest overall price. However, the Government will not issue an award to a contractor who presents a significantly higher overall price to achieve only slightly superior performance capabilities. The Government will make this assessment through the development of a trade-off analysis.

Offerors may submit a proposal for Group A, Group B or both, however, the Government will not make an award to the same Prime contractor for both awards or where a contractor is a Prime for one Group and a major subcontractor on the other. Major subcontractor is defined as a subcontractor performing over 10% of the total contract value.

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2. Evaluation Factors and Criteria: Each proposal shall be evaluated against the following evaluation criteria;

- **Factor 1 — Technical**
- **Factor 2 — Price**
- **Factor 3 — Past Performance**

Technical and Price are approximately equal. Technical and Price are individually more important than Past Performance.

The Technical Factor will have the following subfactors. Subfactors 1, 2, and 3 are of equal importance with each other, and Subfactor 4 is of lesser importance.

Subfactor 1: Operational Approach  
Subfactor 2: Management Approach  
Subfactor 3: Corporate Experience  
Subfactor 4: Experience with Unions

**FACTOR 1 – TECHNICAL**

This factor will assess the ability of the Offeror to demonstrate they meet the requirements of the Performance Work Statement (PWS). The offerors must reference the RFP in their response and demonstrate its proficiency in the requirements listed in accordance with the PWS.

The following subfactors will be evaluated to ascertain the Offeror's ability to meet USCIS technical requirements and to demonstrate a full and complete understanding of the PWS requirements. Proposals shall address and include technical solutions to the following subfactors

**Subfactor 1: Operational Approach:**

Concept of Operations

USCIS will evaluate the offeror's:

- concept of operations;
- how normal work flow, including future reductions in workload due to ELIS, and spikes, and surge workload requirements will be accomplished;
- whether the approach is workable and realistic;
- how the work will be prioritized under normal and surge conditions;
- the offeror's approach to managing the variations in operations at the two centers in the group;
- the offeror's ability to respond to changing processes required by the Government (i.e. SOPs); and
- the work breakdown structure as referenced in PWS Section 5.1.10.



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**Staffing**

USCIS will evaluate the offeror's:

- levels of staffing for each function to include the management structure and span of control for the numbers of Full Time Equivalents (FTEs) anticipated to be engaged for each proposed labor category for each site;
- whether the proposed staffing is sufficient and appropriate to fulfill PWS requirements;
- the labor basis of estimates per employee that determines the level of staffing (i.e. and employee is expected to do XXX data, file, and correspondence operations per hour or day).
- the offeror's ability to recruit to meet the staffing plan required for operations;
- how training of staff will be accomplished and maintained; And
- the Offeror's cross walk from SCA and CBA labor category titles to the offeror's proposed labor category titles.

**Quality Approach**

USCIS will evaluate:

- how performance requirement quality standards will be achieved and maintained;
- Quality Control Plan to include ability to establish and maintain Quality Management (QM) program operations to include:
  - effective quality control;
  - cost control;
  - productivity measurement;
  - problem identification and resolution;
  - adequate QM program staffing;
  - QM implementation during start-up and full performance;
  - quality standards; and
  - continuous quality improvement in a project of this scale.

**Subfactor #2: Management Approach.**

**Management Approach**

USCIS will evaluate:

- the interface with USCIS at all levels, the management lines of authority;
- the hierarchy of management team, lines of communication, and frequency and manner of reporting; and
- how transitioning of staff from the time of contract award to performance of the work will be accomplished within 60 days.

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**Key Personnel**

USCIS will evaluate:

- The personnel comprising the program management of each center and any headquarters office and their roles and responsibilities;
- the quality of key personnel, who they are employed by (Prime/Sub), and their capability to manage and perform key aspects of work; the capability and appropriateness of proposed key personnel including their:
  - credentials, professional certifications, formal education;
  - experience; and
  - availability and included letters of commitment for key personnel not currently on staff.

All key personnel are assumed to be members of the Program Management, but not all members of Program Management need be key personnel.

**Teaming Approach**

USCIS will evaluate:

- The Offeror's team members;
  - why those team members were selected; and
- what role those team members will play in meeting the requirements of the PWS. If a joint venture, offeror must identify the roles of each partner.

**Subfactor 3: Corporate Experience.**

USCIS will evaluate

The corporate experience as a prime contractor or first-tier subcontractor to include corporate experience of subcontractors performing work as a prime contractor or first-tier subcontractor to include joint ventures in managing and performing an effort similar in the aggregate as the SCOSS effort including:

- managing operations over multiple, geographically dispersed locations;
- managing surges and spikes;
- providing services in correspondence management, data-entry, fee receipting and file operations; and
- managing multiple hundreds of employees over multiple shifts.

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**Subfactor 4: Experience with Unions.**

USCIS will evaluate:

- For Group A, the team's experience with contractor employees filing for Union Election with National Labor Relations Board (NLRB) or what actions would be taken to address unionized labor force relations and activities if no experience.
- For Group B, the team's experience with managing a unionized labor force to include collective bargaining agreements and experience and ability in responding to activities associated with Union members and NLRB or what actions would be taken to address unionized labor force relations and activities if no experience.

**FACTOR 2 – Price**

The Business Evaluation will evaluate the proposed price and other business aspects of the business proposal. The price evaluation will assess the reasonableness of the proposed price, including all options, in accordance with one or more price analysis technique as identified in FAR 15.404.

The offers will be evaluated by summing the total price of the base period with the total price of each option period as well as the option entertained by FAR 52.217-8. The Option to Extend Services clause (FAR 52.217-8) if exercised, will be at the exact same rates and terms, other than length of performance, as the base or option period being extended, and is therefore considered as evaluated as part of the evaluation of the base and option periods.

The Business Evaluation will ensure that the proposals comply with the RFP instructions and will determine each offeror's understanding of the requirements of the solicitation. Any proposal that is unreasonable or materially unbalanced as to price for base or option line items may be rejected. An unbalanced proposal is one that incorporates prices that are significantly understated or overstated as indicated by price analysis techniques.

For fixed-unit-price (FUP) line items, the evaluation will be based on the estimated quantity. For labor-hour (LH) line items, the evaluation will include an overtime estimate of 6% of all labor categories.

**FACTOR 3 – Past Performance**

A risk assessment will be made of an offeror's potential performance based on the offeror's and major subcontractors' (10% of overall contract value) past performance. Past performance evaluation will consider whether the offeror's (and major subcontractors') past performance is relevant in the aggregate to this acquisition, and whether the reports show a pattern of consistency in Corporate Commitment, Quality of Service, Timeliness of Performance and Teaming Arrangements.

The evaluation may include data provided through the Federal Awardee Performance and Integrity Information System (FAPIS), **System for Award Management (SAM)**, and Past Performance Information Retrieval System (PPIRS).

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Recent past performance is defined as within the past three years from the date of RFP issuance and may include active contracts. Only the offeror's (and major subcontractors') **relevant** past performance will be evaluated.

If some of the offeror's (and major subcontractors') past performance is considered relevant and the rest is not, only the relevant past performance will be evaluated for purposes of past performance.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the Government will not evaluate the offeror favorably or unfavorably on past performance.

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**SECTION VI - REPRESENTATIONS AND CERTIFICATIONS OF OFFEROR**

**FAR 52.212-3 OFFEROR REPRESENTATIONSS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2013)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

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*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

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*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in



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the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) [*Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and

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no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf

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(COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
----------------------	--------------------------

_____	_____
_____	_____
_____	_____

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
----------------------	--------------------------

_____	_____
_____	_____
_____	_____

*[List as necessary]*

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(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

<b>Line Item No.</b>
_____
_____
_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
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[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax

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liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]



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[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#).  
The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).



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(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

*Alternate I (Apr 2011).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall

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Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Jan 2012).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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**SECTION VII - PAST PERFORMANCE QUESTIONNAIRE**

**PART ONE: INSTRUCTIONS**

The company who has provided you with this form is proposing on a Department of Homeland Security (DHS) solicitation to provide the Service Center Operation Support Services (SCOSS). Past Performance is an extremely important part of the evaluation criteria for this acquisition, so your input is very important.

The completed questionnaire shall be emailed to [Kristie.Nestle@dhs.gov](mailto:Kristie.Nestle@dhs.gov) and [Gale.C.Bonnett@uscis.dhs.gov](mailto:Gale.C.Bonnett@uscis.dhs.gov). The completed questionnaire is due via e-mail by the time and date proposals are due July 18, 2014. Those not received by the due date will not be considered. If you have questions, please contact Kristie Nestle at (802)-872-4184 or Gale Bonnett at (802)-872-4534.

**PART TWO: GENERAL INFORMATION**

**1. OFFEROR'S NAME AND ADDRESS**

**2. CUSTOMER ORGANIZATION**

**3. CONTRACT NUMBER:**

**2a. EVALUATOR**

**4. CONTRACT VALUE: \$** \_\_\_\_\_

**NAME:**

**TITLE:**

**PHONE NO:**

**5. CONTRACT AWARD DATE:**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**6. CONTRACT COMPLETION DATE:**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**7. CONTRACT TYPE:**

(Circle All That Apply)

FP CPFF CPAF LH OTHER

**8. COMPLEXITY OF WORK**

(Circle One Response):

DIFFICULT ROUTINE

**9. BRIEF DESCRIPTION OF YOUR CONTRACT REQUIREMENTS:**

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**PART THREE: OFFEROR PERFORMANCE RATING**

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On the following pages, please summarize the offeror's performance in each rating factor listed below. Each factor has a set of sub factors with four possible adjectival ratings. Determine the adjectival rating that most nearly represents your experience with this offeror and indicate your assessment by placing an "X" under the appropriate heading. offeror performance factors are:

- A. Corporate Commitment**
- B. Quality of Service**
- C. Timeliness of Performance**
- D. Teaming Arrangements**

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**Adjectival ratings are defined below and should be used as a reference in assessing performance:**

**LOW RISK**

The Offeror's record of past performance indicates there is very little risk or likelihood that the Government may not receive timely services of the highest quality. The Offeror's past performance suggests it will meet or possibly exceed the requirements of the contract.

**MEDIUM RISK** The Offeror's record of past performance indicates there is some risk that the Government may not receive timely services of the highest quality. The Offeror's past performance suggests it might have instances of unsatisfactory performance during execution of the contract.

**HIGH RISK**

The Offeror's record of past performance indicates a high risk that the Government may not receive timely services of the highest quality. The Offeror's past performance suggests it probably have instances of unsatisfactory performance during execution of the contract.

**NEUTRAL**

No past performance available for evaluation. Contractor has asserted that it has no directly related or similar relevant past performance or there is no record of past performance of contractor available.

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<b>A</b>	<b>CORPORATE COMMITMENT</b>	<b>LOW RISK</b>	<b>MEDIUM RISK</b>	<b>HIGH RISK</b>	<b>NEUTRAL</b>
1	Did contractor provide effective contract and project management?				
2	Did the contractor provide a systematic approach to provide the most current technologies, services and techniques in the market place?				
3	How effective has the contractor been in understanding and responding to user requirements?				
4	Did the contractor establish and maintain effective quality control standards and procedures?				
5	Did the contractor demonstrate cost efficiencies in performing the required effort and was the effort performed within the estimated cost/price?				
6.	The contractor demonstrated an effective small/small disadvantaged business subcontracting program and met Small Business subcontracting goals.				

<b>B</b>	<b>QUALITY OF SERVICE</b>	<b>LOW RISK</b>	<b>MEDIUM RISK</b>	<b>HIGH RISK</b>	<b>NEUTRAL</b>
1	Did the contractor provide quality goods/services?				
2	Did the contractor provide quality reports and documentation (i.e., accurate current and complete)?				
3	Was the contractor able to solve contract performance problems without extensive guidance from counterparts?				
4	Did the contractor supply professional and qualified personnel?				
5	Did the contractor respond to emergency situations to include staffing and responsiveness?				

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<b>C</b>	<b>TIMELINESS OF PERFORMANCE</b>	<b>LOW RISK</b>	<b>MEDIUM RISK</b>	<b>HIGH RISK</b>	<b>NEUTRAL</b>
	Did the contractor adhere to contract delivery schedules in the following areas:				
1	Performance of services?				
2	Delivery of reports or other documentation?				
3	Qualified Staffing?				

<b>D</b>	<b>TEAMING ARRANGEMENTS</b>	<b>LOW RISK</b>	<b>MEDIUM RISK</b>	<b>HIGH RISK</b>	<b>NEUTRAL</b>
1	Did the contractor have an effective partnership with its team members?				
2	What percentage of the contract award work was performed by the team members? (Provide Percentage)				
3	Did the Prime contractor execute a teaming arrangement? (Circle Y or N)	YES	NO		
4	GENERAL TOPICS				
	Did the contractor comply with 508 requirements? (when applicable)	YES	NO		

1. Has this contract been partially or completely terminated for default?  
YES\_\_\_\_ NO\_\_\_\_

If yes, please explain (e.g. inability to meet cost, performance, or delivery schedules - also include contract number, name, address, and phone number of Terminating Contracting Officer - TCO).

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2. What was the contractor's greatest strength in the performance of the contract?

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3. What was the contractor's greatest weakness in the performance of the contract?

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4. Would you award another contract to this contractor?  
YES\_\_\_ NO\_\_\_

COMMENTS:

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**PART FOUR: EVALUATOR'S CERTIFICATION**

**I HEREBY CERTIFY THAT THE INFORMATION IN THIS FORM IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
**SIGNATURE OF EVALUATOR**

\_\_\_\_\_  
**TITLE OF EVALUATOR**

\_\_\_\_\_  
**DATE**

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**SECTION VIII ADDITIONAL ATTACHMENTS**

A. STANDARD FORM 1408: PRE-AWARD SURVEY OF PERSPECTIVE CONTRACTOR  
ACCOUNTING SYSTEM CHECKLIST