AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	01/06/2010	0020046965	

6. ISSUED BY CODE 70050800	7. ADMINISTERED BY *(If other than Item 6)* CODE
DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278	DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive INDIANAPOLIS IN 46278

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*	9A. AMENDMENT OF SOLICITATION NO.
ADC LTD NM 1927 SAN MATEO BLVD NE ALBUQUERQUE NM 87110-5146	9B. DATED *(SEE ITEM 11)* 10A. MODIFICATION OF CONTRACT/ORDER NO. X HSBP1009A02186 / 10B. DATED *(SEE ITEM 13)* 05/01/2009
CODE 146389994 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.243-1

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(Such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This bilateral modification makes the following changes/updates to the Statement of Work and the Questions, Answers and Clarification document.

1. Section 3.2 of the BPA referencing qualification requirements for an Investigative Technician (IT) and General Investigator (GI)
2. Section 3.6.1 of the BPA referencing Deficient ROI.
3. Questions, Answers and Clarification section, questions 24 and 30.

The paragraph at Section 3.2.1.2 Experience is replaced in its entirety with the following:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b) (6) (b) (6) / President	Susan Hargett-Evans Contracting Officer
15B. [illegible] sign)	15C. DATE SIGNED 1/06/10
16B. UNITED STATES OF AMERICA BY (b)(6); (b)(7)(C)	16C. DATE SIGNED 1/10/10

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFF. DATE 01/06/2010	4. REQUISITION/PURCHASE REQ. NO. 0020046965	PAGE 2 OF PAGES 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The 80 hours of field investigative mentoring requirement is eliminated for Investigative Technicians. All other qualifications and experience for the Investigative Technician remain as stated within the BPA and associated modifications.

Credential requests for Investigative Technicians may be submitted to the CBP COTR after successful completion of the Investigative Technician initial 40 hours of CBP approved training.

The paragraph at Section 3.2.2.2. Experience is replaced in its entirety with the following:
The 80 hours of field investigative mentoring is eliminated for General Investigators. In lieu of the 80 hours of mentoring, a Field Certification process is required (See attached CBP Contract Investigator Field Certification Form). The Field Certification process will:

- Allow certification by actual demonstrated field skills (not by any set hourly requirement)
- Satisfy certification in critical investigative elements by field training officers/mentors/officials/etc.
- Always require final approval by the CBP Program Manager
- Allow a waiver request (for field certification) to be submitted by the CBP Program Manager based on previous/current Federal background investigative experience.

All other qualifications and experience requirements for the General Investigator remain as stated in the BPA.

Credential requests for General Investigators may be submitted to CBP COTR after successful completion of the initial 40 hours of CBP approved training, prior to completion of the field certification. Field certification cannot be accomplished until the CBP credential has been received by the General Investigator. Notification of field certification will be provided to the CBP COTR upon completion. Any new investigator must have the initial 40 hours of CBP approved training, and the field certification completed prior to independently conducting background investigations. Credential requests that include a waiver request for field certification may be submitted to CBP after successful completion of the initial 40 hours of CBP approved training.

The paragraph at 3.6.1 Deficient ROI is replaced in its entirety with the following:
Section 3.6.1. is modified to read as follows:
The Contract Program Manager will be notified by the CBP COTR of a deficient ROI and CBP will provide an adjusted intake date. The new (replacement) ROI/BIPI is to be returned to CBP in its entirety via the normal process. The ROI closed date will be the date of the new ROI/BIPI. A deficient ROI is not eligible to incur any incentives. If the case was previously invoiced and incurred an incentive, the contractor will credit the amount of the incentive on the next invoice. Any disincentives, if applicable, will still apply.

Questions/Answers/Clarification Section:
This provides clarification for Inconsistencies listed in questions/answers no. 24 and 30 which referenced refresher training.
Where refresher training is referenced, it is to be replaced by the following:
Contractors will use remedial training as needed to address problematic areas or deficiencies associated with CBP case completion.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	04/05/2010	0020046965	

6. ISSUED BY CODE 70050800	7. ADMINISTERED BY *(If other than Item 6)* CODE
DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278	DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive INDIANAPOLIS IN 46278

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*	9A. AMENDMENT OF SOLICITATION NO.
ADC LTD NM 1927 SAN MATEO BLVD NE ALBUQUERQUE NM 87110-5146	9B. DATED *(SEE ITEM 11)* 10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1009A02186 / X 10B. DATED *(SEE ITEM 13)* 05/01/2009
CODE 146389994 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.243-1
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(Such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This is a bilateral modification execute three (3) separate changes to the Blanket Purchase Agreement.

First, the modification shall incorporate an addendum to the Statement of Work (SOW) to cover the task of performing investigation work for "Leads". The amendment to the SOW is incorporated into this modification as "Attachment 1". The modification shall also establish firm fixed pricing for the three (3) types of Leads for each of the remaining 4 years of the Blanket Purchase Agreement. The pricing is as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b) (6)	Susan Hargett-Evans Contracting Officer
15B. (b) (6)	15C. DATE SIGNED 4/2/10
16B. BY (b)(6); (b)(7)(C)	16C. DATE SIGNED 4/5/10

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

From date of award through April 30, 2014 (entire remaining time left on the BPA):

PRSI Lead - (b) (4)
IPI Lead -
ERC Lead -

Second, the modification shall incorporate an amendment to the SOW to make changes to some of the requirements that exist in the original SOW. The amendment to the SOW is incorporated into this modification as "Attachment 2"

Thirdly, this modification shall appoint an Alternate Contracting Officer's Technical Representative (COTR) and three (3) Task Monitors to assist the COTR ((b)(6); (b)(7)(C) in the administrative functions of the BPA. The Alternate COTR and the three (3) Task Monitors shall have the same rights and authority as the COTR in the administration of the BPA. The individuals assigned to the positions are as follows:

Alternate COTR: (b)(6); (b)(7)(C)
Task Monitor:
Task Monitor:
Task Monitor:

All other terms and conditions remain unchanged.

ATTACHMENT 1

Addendum to the Statement of Work
Request for Specific Quote

In support of the U.S. Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), Office of Internal Affairs (IA), Personnel Security Division's (PSD) blanket purchase agreement (BPA), PSD requires contractor support for supplemental report of investigations (ROIs) on specific CBP applicants, contractors, and employees. This is a unique requirement to this BPA and requires separate pricing per lead, however there is no estimate available for the volume or the specific case type(s) for these requests.

PSD requires the contractor to conduct investigative lead(s) in United States and its territories, as referenced in the existing BPA. The contractor will be responsible for conducting all leads requested and submitting to CBP a supplemental ROI with the associated case number provided by CBP. If an additional lead(s) ("add lead(s)") is developed during the course of the supportive investigation, the contractor must obtain approval from the CBP COTR before conducting the lead.

CBP will provide direction and all case papers required (SF86, release(s), credit report, etc.) for the completion of the supplemental investigation.

In order to meet this unique requirement, the contractor is requested to provide rates for each type of lead listed below. Offerors are encouraged to submit discounted pricing as appropriate from the GSA Schedule.

1. Personal Subject Interview (PRSI) with BIPI

2. In-Person Interview (IPI). This includes listed/developed references, education/residence/employment references, physician/mental health professional interviews, ex-spouse interviews, supplemental/confrontational/major issue resolution interviews with Subjects. In addition, included are any law enforcement/court checks, military records checks, residence records, education records and employment records where an investigator is tasked with physically going to a site/facility to obtain and/or review a required record.

3. Electronic Records Check (ERC). This includes checking and/or obtaining any required record via electronic means to include internet, databases, faxes and telephone thereby not requiring an investigator to physically, visit a specific site/facility.

As a last resort, telephonically completed interviews may be accepted. The level of effort expended to obtain the interview by other means MUST be documented in the supplemental ROI.

Pricing Conditions:

The price per lead is inclusive of all contractor costs associated with conducting the investigative lead(s). The total price for all leads, per case, shall not exceed the normal case-pricing rate per the contractor's BPA. Travel will not be separately priced. Pricing will be a factor in determining the scheduling of these types of cases to a particular contractor.

Cancelled case lead pricing will apply, based on the below table. All components of the supplemental ROI that were completed up until the cancellation date are required to be returned to CBP, in ROI format, within five business days.

a.	Cancelled 1 - 5 calendar days:	10% of the lead(s) price
b.	Cancelled 6 - 15 calendar days:	30% of the lead(s) price
c.	Cancelled 16 - 30 calendar days:	60% of the lead(s) price
d.	Cancelled 31 – or more calendar days:	Full lead(s) price

Incentives/Disincentives do not apply. All supplemental ROIs are to be completed no later than 40 calendar days after receipt by the contractor. Failure to complete and return the supplemental ROI to CBP within 40 calendar days may result in a decrease of your normal caseload. A CBP COTR will consider waiver request(s) on a case-by-case basis.

CBP may have a need for a case to be expedited. An expedited case will only be requested from a CBP COTR, and is required within 1-15 calendar days from the case request date. An expedited case delivered to CBP within 1-15 calendar days will receive a 10% premium of the total of all leads completed. If the case is not completed within the 15 calendar days, normal lead pricing, as stated under these pricing conditions will apply.

Invoicing:

Invoicing for these types of cases will be by separate invoice on a monthly basis. CBP will provide a sample invoice format prior to the issuance of these types of lead requests.

These supplemental ROIs are to be returned to the CBP COTR with a transmittal listing the case number, subject's last name and date of supplemental ROI. When transmitting these types of cases they must be bound and/or enveloped separately, in a package clearly marked for the COTR, and have a cover sheet that states:

CBP SPECIAL PROJECT CASE
TO BE REVIEWED BY A COTR ONLY

IF YOU HAVE OPENED THIS CASE AND YOU ARE NOT A COTR
PLEASE REPLACE ALL CONTENTS BACK IN ITS ORIGINAL PACKAGING
AND DELIVER TO A COTR

All other conditions of the BPA remain in effect.

ATTACHMENT 2

Amendment to the Statement of Work

Paragraph 3.10.1 is modified to add the following statement:
At any time the contractor is notified to cancel a case and all investigative work has been completed for the case, the contractor is to notify the CBP COTR that the case is completed. All components of the completed ROI are to be returned to CBP within five business days of the date notified.

Paragraph 3.15.2 is modified to read as follows:
3.15.2 Quality Assurance (QA) Contact Program
The contractor shall administer a Quality Assurance Contact Program that has been approved by the CBP COTR. All investigative personnel are subject to a minimum of one contact (either telephonic or by written letter) of a reference interview or a lead every month. In the event of any unfavorable or negative response, the contractor will immediately notify the CBP COTR and investigate the matter. The contractor will report the results of the investigation within thirty business days to the CBP COTR on formal company letterhead.

Paragraph 3.17 Program Management Review is modified to read as follows:
The contractor shall present a Program Management Review (PMR) to the CBP COTR and other CBP personnel as designated by the CBP COTR every six months, unless otherwise directed by the CBP COTR. The government and the contractor shall mutually agree upon the location of the PMR. All aspects of contractual status including progress, production status, cost, schedule, quality control, problems, future plans and any other issues and concerns shall be presented and discussed at these reviews. The contractor shall emphasize its performance relative to production, timeliness and quality goals as well as those items placed on the agenda by the government. A copy of the presentation shall be prepared and submitted to the CBP COTR by the contractor three business days prior to the PMR.

The last paragraph of 4.4.1 Payment Information is modified to read as follows:
Invoices are to be sent monthly to cbpinvoices@dhs.gov and simultaneously to your assigned general mailbox.

SP 2 Submission of Invoices is modified to add the following:
Paper copies of invoices are not required if the invoice is submitted electronically.

Paragraph 3.2.1 Investigative Technician (IT) is modified to read as follows:
An IT must have at a minimum an associate degree, and have successfully completed an Investigative Technician training course approved by the CBP

COTR; or three years general experience in the investigative field and have successfully completed an Investigative Technician training course approved by the CBP COTR. Proof of such completion must be provided to the CBP COTR or a designated representative prior to the individual being issued credentials and performing investigative work under this BPA.

Paragraph 3.3.7 Return of Credentials is modified to read as follows:
Contractors should conduct a monthly review of all active investigators during the period of performance to determine if an investigator has not performed CBP casework for a period of 180 calendar days or more.

When a sponsoring Contractor identifies an investigator who has not worked for a period of 180 calendar days or more but may currently be working for another contractor, it is the responsibility of the contractor to notify the investigator of their intentions. If the investigator requests credential transfer to another CBP contractor, the receiving contractor shall request approval from CBP to transfer accountability. CBP will email the appropriate contractors of the approval or disapproval. If approved, the receiving Contractor will ensure that the investigator meets the requirements specified in the BPA, and is responsible for notifying the investigator of the transfer. If disapproved, the sponsoring contractor will retrieve the credential for return to CBP.

If a Contractor identifies an investigator who has not worked for a period of 180 calendar days or more, and CBP verifies that the investigator does not work for another Contractor, the Contractor may:

- Elect to separate the investigator due to lack of work, retrieve the credential, and return the credential to CBP.
- Elect to retain the investigator in an active status, retrieve the credential from the investigator, and hold the credential in a secured safe or office space within the Contractor's facility for no more than ninety days. During the ninety-day period, if the Contractor wishes to use the investigator for work on the CBP project, the credential will be reissued by the contractor. An Acknowledgement of Credential Receipt form must be signed by the investigator and returned to the contractor prior to any work being assigned. If the investigator is not issued work during this 90-day extension the credential will be returned to CBP. (Note: The 90 day extension for any credential investigators will start upon the effective date of this modification.)
- Elect to request a waiver from CBP to retain the investigator due to the specific location of the investigator where work is not regularly scheduled but would incur significant delays if work was issued. In this instance, the contractor may (1) elect to retrieve the credential and hold in contractor possession or (2) leave the credential in the

investigator's possession and the contractor is responsible for monthly contact to ensure the credential is in investigator's possession.

Should a contractor be unable to return CBP investigative credentials to the CBP COTR within five business days of the events described above, the contractor shall immediately notify the CBP COTR in writing of the circumstances preventing the return of the credentials within the specified period. The contractor shall describe in writing when they reasonably expect to be able to return the credentials or those circumstances which render the return of the credentials impossible. This shall include a description of all efforts made by the contractor to recover the credentials from the investigator. This writing shall include the full name, social security number, CBP credential number, current and/or last known address and telephone number of the investigative personnel whose credentials are at issue, and any other information requested by the CBP COTR. The contractor shall also provide other information, which the contractor, in good faith, believes may facilitate the recovery of the credentials, should recovery of the credentials by the government become necessary.

In addition, if a contractor is listed as a "user" of an investigator and does not hold accountability of the credential, and elects to separate the investigator, the contractor is required to notify CBP of their intent to separate.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	11/30/2009	0020046965	

6. ISSUED BY CODE 7014

Department of Homeland Security
Customs and Border Protection
1300 Pennsylvania Ave NW
NP 1310
Washington DC 20229

7. ADMINISTERED BY *(If other than Item 6)* CODE

DHS, Customs & Border Protection
Procurement Directorate
Intech Two, Suite 100
6650 Telecom Drive
Indianapolis IN 46278

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

ADC LTD NM

1927 SAN MATEO BLVD NE

ALBUQUERQUE NM 87110-5146

CODE 146389994 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1009A02186 /

10B. DATED *(SEE ITEM 13)* 05/01/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.243-1

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(Such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This modification is to change the vendor Program Manager on this BPA to (b) (6) of ADC LTD.

US Customs and Border Protection approves this change in personnel.

All other terms and conditions of this BPA remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
		Susan Hargett-Evans Contracting Officer
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. BY (b)(6); (b)(7)(C) — 16C. DATE SIGNED 11/30/09

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 05/01/2009
2. CONTRACT NO. (if any): HSBP1009A02186
3. ORDER NO.:
4. REQUISITION/REFERENCE NO.: 0020046965
5. ISSUING OFFICE (Address correspondence to):
Department of Homeland Security
Customs and Border Protection
1300 Pennsylvania Ave NW
NP 1310
Washington DC 20229

6. SHIP TO:
a. NAME OF CONSIGNEE
See Attached Delivery Schedule
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: ADC LTD NM
b. COMPANY NAME
c. STREET ADDRESS: 1927 SAN MATEO BLVD NE
d. CITY: ALBUQUERQUE | e. STATE: NM | f. ZIP CODE: 87110-5146

8. TYPE OF ORDER
[ ] a. PURCHASE - Reference Your _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[X] b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA

10. REQUISITIONING OFFICE
(b)(6); (b)(7)(C)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL [ ] b. OTHER THAN SMALL
[ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED
[X] e. HUBZone [ ] f. EMERGING SMALL BUSINESS
[ ] g. SERVICE-DISABLED VETERAN-OWNED

CONTRACTOR TIN: (b)(3); (b)(4)

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B POINT ON OR BEFORE (Date): 04/30/2010

16. DISCOUNT TERMS: Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Accpt (g)
00010	Base Year ADC BI Services	1.00	AU			
00010-001	Base Year ADC BI Services	1.00	AU	$0.00	$0.00	
20010	Year 2 BI Services	0.00			$0.00	
30010	Year 3 BI Services	0.00			$0.00	
40010	Year 4 BI Services	0.00			$0.00	
50010	Year 5 BI Services	0.00			$0.00	

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.

17(h) TOT. (Cont. pages): $0.00

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: DHS - Customs & Border Protection National Finance Center
b. STREET ADDRESS (or P.O. Box): PO Box 68908
c. CITY | d. STATE: IN | e. ZIP CODE: 46268

17(i) GRAND TOTAL: $0.00

22. UNIT

BY (Sig

AUTHO

Previous

(b)(6); (b)(7)(C)

23. NAME (Typed)
April L. Jennings
TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

DATE OF ORDER	CONTRACT NO. (if any) HSBP1009A02186	ORDER NO.	PAGE 2 OF PAGES 3

Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award, you may email invoices to: **cbpinvoices@dhs.gov.**

NOTES:

The Department of Homeland Security, U.S. Customs and Border Protection (CBP), has a requirement to obtain contractor services to support CBP-Personnel Security Division, specifically in regard to performing personnel security background investigations.
In accordance with the Federal Acquisition Regulation (FAR) 8.405-3, the Department of Homeland Security, Customs and Border Protection is awarding ADC Ltd NM one of the multiple award Blanket Purchase Agreements (BPAs) as a General Services Administration (GSA) Federal Supply Schedule (FSS) contractors under GSA award (which in the case of ADC is GS-02F-0043U) to fulfill these recurring requirements. Under this effort ADC will be responsible for the performance of various types of personnel security investigations on CBP employees, applicants, and contract employees on a nationwide basis. ADC will be required to respond to requests for Background Investigations issued by CBP and other DHS Organizational Elements and support unanticipated surges as well as sustained workload increases. Investigative services coverage in all 50 states particularly the southwest United States and includes Washington DC, Puerto Rico, the U.S. Virgin Islands and Guam is required in accordance with the terms and conditions stated in the statement of work and contract clauses contained herein.

Calls against the Blanket Purchase Agreements will be issued as Task Orders to obligate funds for case assignments using the ordering procedures contained herein. Orders will consist of background investigative cases that will be assigned to ADC. The Customs and Border Protection - Personnel Security Division will advise ADC when the contractor's performance is unsatisfactory. Unsatisfactory performance will be based on, but not limited to, the number of completed investigations performed within the required timeframes. ADC will be allowed ten business days to correct noted deficiencies. The basis for the determination as to the contractor's ability to perform will be the number of cases completed within the required time-frame for each type of investigation.

All cases assigned under this Blanket Purchase Agreement shall be accompanied by a delivery ticket or sales slip to be signed by the receiving activity. The signature of the receiving activity shall signify acceptance.
A copy of the delivery ticket signed by the receiving requisitioner shall accompany invoices sent to the Finance Office specified herein.
Each delivery ticket shall contain the following minimum information:
(i) Name of vendor
(ii) BPA Number
(iii) Date of case assignment
(iv) Date of case assignment completion
(v) Date case assignment returned to CBP and explanation for return
(vi) Quantity, unit price, and extension of each item, less applicable discounts

DATE OF ORDER 05/01/2009	CONTRACT NO. (if any) HSBP1009A02186	ORDER NO.	PAGE 3 OF PAGES 3

NOTES:

The term of the multiple award BPAs will be for a period of five (5) years (1 May 2009 to 30 April 2014) or at the end of the vendors FSS contract period, whichever is earlier. FAR Part 8.405-3 (c) states that Blanket Purchase Agreements (BPAs) Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

This BPA does not obligate any funds. Funds will be obligated by the placement of call/task orders.

The firm-fixed prices quoted by ADC Ltd NM are attached and will be the basis upon which the price to complete the various types of assigned cases will be determined including incentives and dis-incentives as stated in the price proposal. The maximum individual order amount is $5,000,000.00

Susan Hargett-Evans (e-mail: (b)(6); (b)(7)(C) [redacted] is the Customs & Border Protection Contracting Officer and is the only person authorized to approve changes in any of the requirements of this BPA. In the event the BPA Holder effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the BPA or task order price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept non-conforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed task order can be incurred before receipt of a fully executed task order or specific authorization from the Contracting Officer.

The Government is obligated under this BPA only to the extent of orders placed by individuals acting within the scope of their delegated authorities. The Contractor is advised that acceptance of calls from unauthorized individuals is entirely at the Contractor's risk.

The pricing is included in the BPA is priced in accordance with the rates found in GSA Contract (GS-02-F-0054S) and as specifically discounted for future calls against this BPA.

Purchases under this BPA will be issued with an Optional Form 347 by individuals authorized under this BPA.

Your acceptance of the terms and conditions of this BPA are indicated by the signature of a company official below:

(b) (6) [redacted] President April 30, 2009

Date

(b) (6) [redacted]

sign

TERMS AND CONDITIONS

U.S. CUSTOMS AND BORDER PROTECTION
Supplemental Clauses/Provisions
Commercial Item Acquisitions
BPA Number: HSBP1009A2186

BPA PRICING

The following pages contain the pricing proposals submitted in response to HSBP1008Q2139 and are now part of the Blanket Purchase Agreement for the base year and 4 subsequent performance years if so exercised.

First Year Period of Performance – 1 May 2009 through 30 April 2010

CLIN		Current GSA Schedule Rate	Discount %*	Discounted Rate
1001AA	Background Investigation (BI)	$ 2,496.10	(b) (4)	
1001AB	Single Scope Background Investigation (SSBI)	$ 2,665.32		
1001AC	Single Scope Background Investigation - Periodic Reinvestigation (SSBI-PR)	$ 1,425.00		
1001AD	Phased Periodic Reinvestigation (PPR)	$ 1,716.75		
1001AE	Minimum Background Investigation (MBI)	$ 1,308.00		
1001AF	Periodic Reinvestigation (PRI)	$ 970.10		
1001AG	Limited Background Investigation to a Background Investigation (BGI/Upgrade)	$ 2,060.10		
1001AH	Background Investigation to a Single Scope Background(SGI/Upgrade)	$ 2,016.50		
1001AI	Update Investigation	$ 2,152.75		
1002	Labor for Additional Leads and Investigative Support - Hourly Rate	$ 71.82		

Second Year Period of Performance – 1 May 2010 through 30 April 2011

CLIN		Current GSA Schedule Rate	Discount %*	Discounted Rate
2001AA	Background Investigation (BI)	$ 2,570.98	(b) (4)	
2001AB	Single Scope Background Investigation (SSBI)	$ 2,745.28		
2001AC	Single Scope Background Investigation - Periodic Reinvestigation (SSBI-PR)	$ 1,467.75		
2001AD	Phased Periodic Reinvestigation (PPR)	$ 1,768.25		
2001AE	Minimum Background Investigation (MBI)	$ 1,347.24		
2001AF	Periodic Reinvestigation (PRI)	$ 999.20		
2001AG	Limited Background Investigation to a Background Investigation (BGI/Upgrade)	$ 2,121.90		
2001AH	Background Investigation to a Single Scope Background(SGI/Upgrade)	$ 2,077.00		
2001AI	Update Investigation	$ 2,217.33		
2002	Labor for Additional Leads and Investigative Support - Hourly Rate	$ 73.97		

Third Year Period of Performance – 1 May 2011 through 30 April 2012

CLIN		Current GSA Schedule Rate	Discount %*	Discounted Rate
3001AA	Background Investigation (BI)	$ 2,648.11	(b) (4)	
3001AB	Single Scope Background Investigation (SSBI)	$ 2,827.64		
3001AC	Single Scope Background Investigation - Periodic Reinvestigation (SSBI-PR)	$ 1,511.78		
3001AD	Phased Periodic Reinvestigation (PPR)	$ 1,821.30		
3001AE	Minimum Background Investigation (MBI)	$ 1,387.66		
3001AF	Periodic Reinvestigation (PRI)	$ 1,029.18		
3001AG	Limited Background Investigation to a Background Investigation (BGI/Upgrade)	$ 2,185.56		
3001AH	Background Investigation to a Single Scope Background(SGI/Upgrade)	$ 2,139.31		
3001AI	Update Investigation	$ 2,283.85		
3002	Labor for Additional Leads and Investigative Support - Hourly Rate	$ 76.19		

Fourth Year Period of Performance – – 1 May 2012 through 30 April 2013

CLIN		Current GSA Schedule Rate	Discount %*	Discounted Rate
4001AA	Background Investigation (BI)	$ 2,727.55	(b) (4)	
4001AB	Single Scope Background Investigation (SSBI)	$ 2,912.47		
4001AC	Single Scope Background Investigation - Periodic Reinvestigation (SSBI-PR)	$ 1,557.13		
4001AD	Phased Periodic Reinvestigation (PPR)	$ 1,875.94		
4001AE	Minimum Background Investigation (MBI)	$ 1,429.29		
4001AF	Periodic Reinvestigation (PRI)	$ 1,060.06		
4001AG	Limited Background Investigation to a Background Investigation (BGI/Upgrade)	$ 2,251.13		
4001AH	Background Investigation to a Single Scope Background(SGI/Upgrade)	$ 2,203.49		
4001AI	Update Investigation	$ 2,352.37		
4002	Labor for Additional Leads and Investigative Support - Hourly Rate	$ 78.48		

Fifth Year Period of Performance – – 1 May 2013 through 30 April 2014

CLIN		Current GSA Schedule Rate	Discount %*	Discounted Rate
5001AA	Background Investigation (BI)	$ 2,809.38	(b) (4)	
5001AB	Single Scope Background Investigation (SSBI)	$ 2,999.84		
5001AC	Single Scope Background Investigation - Periodic Reinvestigation (SSBI-PR)	$ 1,603.84		
5001AD	Phased Periodic Reinvestigation (PPR)	$ 1,932.22		
5001AE	Minimum Background Investigation (MBI)	$ 1,472.17		
5001AF	Periodic Reinvestigation (PRI)	$ 1,091.86		
5001AG	Limited Background Investigation to a Background Investigation (BGI/Upgrade)	$ 2,318.66		
5001AH	Background Investigation to a Single Scope Background(SGI/Upgrade)	$ 2,269.59		
5001AI	Update Investigation	$ 2,422.94		
5002	Labor for Additional Leads and Investigative Support - Hourly Rate	$ 80.83		

Office of Internal Affairs
Customs and Border Protection
Personnel Security Division

BLANKET PURCHASE AGREEMENT
STATEMENT OF WORK

PERSONNEL SECURITY INVESTIGATIONS

1.0 BACKGROUND

As a component of the United States (U.S.) Department of Homeland Security (DHS), the U.S. Customs and Border Protection (CBP) is responsible for protecting our Nation's borders in order to prevent terrorists and terrorist weapons from entering the United States, while facilitating the flow of legitimate trade and travel. CBP is also responsible for apprehending individuals attempting to enter the U.S. illegally; stemming the flow of drugs and other contraband; protecting our agricultural and economic interests from harmful pests and diseases; protecting American businesses from theft of their intellectual property; and regulating and facilitating international trade, collecting import duties, and enforcing U.S. trade laws.

The Office of Internal Affairs (IA), Personnel Security Division (PSD) of CBP requires a contractor to support our mission by conducting background investigations nationwide on CBP applicants, employees, and contractors performing sensitive work. In addition, this Blanket Purchase Agreement (BPA) will also allow for funded requests for investigative services for DHS headquarters and the U.S. Coast Guard.

2.0 SCOPE OF WORK

The PSD's primary mission is to determine an individual's suitability and/or eligibility for a position of trust and/or access to classified information. These investigations often involve details of an individual's life and must be conducted with tact and discretion. The collection, use, storage, and dissemination of information provided by the government to the contractor to facilitate the performance of work under this BPA, as well as information collected by the contractor as part of the investigations performed under this BPA are designated For Official Use Only (FOUO) only and are governed by the Privacy Act of 1974.

CBP investigations are processed through the PSD, currently located at the Ronald Reagan Building, Washington, D.C. The requirements detailed in this Blanket Purchase Agreement (BPA) describe the work to be performed in direct support of the CBP investigation program. All costs associated with the resulting BPA actions will be considered case based to include program management and administrative support services.

All investigators are required to follow the July 23, 2007, version of the Office of Personnel Management (OPM) Investigator's Handbook or future versions (hereinafter referred to as the Handbook). This Handbook supersedes all previous editions and related guidance. The Handbook is intended for use by all persons conducting investigations under the authority of OPM or its designee, and is a controlled document. Any future updates to the Handbook will be provided to the contractor(s) by the government. The Handbook will be provided in the reading room to be designated at the time of the release of the proposal.

2.1 Handbook Directives - FISD

Where the Handbook directs the investigator or contractor to contact FISD, or any other non-CBP entity, the contractor should contact the CBP Contracting Officer's Technical Representative (COTR) for direction (See Section 4.2.2 of this BPA).

2.2 Type of BPA

Blanket Purchase Agreement multiple awards with fixed unit price task orders/case assignments with performance based incentives and disincentives. All costs, to include labor, facilities, travel and material expenses associated with conducting investigative efforts and performance of this BPA shall be the responsibility of the contractor as provided in the GSA FSS. Offerors are encouraged to submit discounted pricing as appropriate from the GSA Schedule pricing. In the event that a category of Background Investigations listed in Enclosure 2 is not part of the offerors schedule pricing, that information must be clearly pointed out in the offeror's proposal.

2.3 Period of Performance

All BPA awards are for five (5) years, with task orders to be awarded solely at the discretion of CBP with no minimum or maximum levels.

2.4 Place of Performance

The contractor shall provide and maintain an administrative office for the management and performance of all aspects of the BPA, other than field investigative work. The contractor shall have its facility operational within 30 calendar days after BPA award.

Prior to contractor staff working off-site, the contractor must provide CBP with their policies and procedures which include the safeguarding of CBP's documents and information. Positions and/or job titles designated to work off-site shall also be included in the policies and procedures. CBP reserves the right to inspect any off-site location.

The contractor shall be capable of conducting investigations services with coverage in all 50 states particularly the southwest United States and includes Washington DC, Puerto Rico, the U.S. Virgin Islands and Guam is required. The term "Investigative Personnel (IP)" when used in this statement of work, refers to both investigative technicians and investigators.

3.0 DESCRIPTION OF TASKS AND DELIVERABLES

3.1 General Program Requirements

The specific standards, leads and the execution of leads required under this BPA are defined in the Handbook, Presidential Executive Order 10450, 5CFR 731, and 5CFR 732. This BPA defines the tasks to be performed in providing CBP with investigative services and products. These services and products include providing the required labor, facilities, materials, management, processing, investigation, quality assurance, and any subcontractor and consultant oversight needed to produce quality investigative leads provided in the Reports of Investigations (ROIs).

CBP will perform all credit checks.

The contractor will schedule National Agency Checks (NACs) only for those cases that were not initiated via the Electronic Questionnaires for Investigations Processing (e-QIP) system. "e-QIP is a web-based automated system that has been developed for the OPM, Federal Investigative Services Division, to provide a means to facilitate the processing of standard forms for clearance investigations."

The ROIs will be completed in support of the following types of Background Investigations (BIs), as defined in the Handbook, Chapter 3:

· SSBI	Single Scope Background Investigation
· SSBI-PR	Single Scope Background Investigation - Periodic Reinvestigation
· PPR	Phased Periodic Reinvestigation
· BI	Background Investigation
· MBI	Minimum Background Investigation
· PRI	Periodic Reinvestigation
· BGI/Upgrade	Limited Background Investigation to a Background Investigation
· SGI/Upgrade	Background Investigation to a Single Scope Background Investigation
· Update	From Completion Date
· Reopen Investigation *	Within the Option Year

* PSD will only reopen investigations during the same fiscal year in which the case was initiated. The contractor can not invoice at a cost greater than the allowed case price.

Element requirements of the background investigations are summarized in Enclosure 1 Exhibit A

· Contractor personnel must adhere to the Standards of Conduct as described in the Handbook, Chapter 1. If prohibited conduct is uncovered, the incident will be investigated and reported as described in Section 3.5.5 of this BPA. The Handbook provides direction, guidance, and standards to investigators regarding the conduct of investigations for CBP. All persons working with or on behalf of CBP, or performing investigative work under the control of CBP must use the Handbook and adhere to its policies, procedures, and guidance to include the exceptions noted in this BPA. Subject interviews will be conducted in a private and professional setting such as a public library or police station, not in a public space, such as a restaurant or coffee house.

The contractor must have the capability of accepting case papers in an electronic format, compatible with CBP systems and have the capability to download/upload cases.

3.2 Labor Descriptions and Qualifications

Investigative personnel must have the following education, experience and training to perform in the labor categories designated:

3.2.1 Investigative Technician (IT)

An IT must have at a minimum an associate degree, three years general experience in the investigative field, and have successfully completed an Investigative Technician training course approved by the CBP COTR; or seven years general experience in the investigative field and have successfully completed an Investigative Technician training course approved by the CBP COTR. Proof of such completion must be provided to the CBP COTR or a designated representative prior to the individual being issued credentials and performing investigative work under this BPA.

3.2.1.1 IT Duties:

- Reviews different types of records as defined in Chapter 5 of the Handbook.
- Produces clear, concise, technically and factually accurate ROIs in accordance with the regulations and directives cited in the Handbook, Chapter 7.
- Conducts interviews of record custodians as required to obtain information.

3.2.1.2 Experience

The contractor will provide all new IT's with 80 hours of field investigative mentoring and/or case write-up review. This includes but is not limited to in-the-field performance monitoring and records check ride along. Completion of this field performance monitoring and records check ride along shall be documented and provided to CBP upon completion, prior to performing IT duties under this BPA.

3.2.1.2.1 General Experience is progressively responsible investigative experience that demonstrates the ability to:

- Analyze problems to identify significant factors, gather pertinent data, and recognize solutions;
- Plan and organize work; and
- Communicate effectively orally and in writing.

3.2.2 General Investigator (GI)

A GI must have a bachelor's degree and have successfully completed an Investigator's Training Course which has been approved by the CBP COTR, or three years specialized local, state, or federal background investigation experience within the last five years or five years local, state, or federal investigation experience and have successfully completed an Investigator's Training course which has been approved by the CBP COTR. Proof of such completion must be provided to the CBP COTR or a designated representative prior to the individual being issued credentials and performing investigative work under this BPA.

3.2.2.1 GI Duties:

- Performs all duties associated with an IT.
- Conducts interviews as required by the Handbook, Chapters 4, 5, 6, and 7 to include executing a Background Investigation Personal Interview (BIPI) per CBP directives. Also conducts record reviews, as well as developed and listed character references.

- Produces clear, concise, technically and factually accurate ROIs in accordance with the regulations and directives cited in the Handbook, Chapter 7.

3.2.2.2 Experience:

The contractor will provide all new investigators with 80 hours of field investigative mentoring. Completion of the field investigative mentoring shall be documented for all new investigators and provided to the CBP COTR upon completion ensuring GI certification is met prior to issuance of cases.

3.2.2.3 Specialized Experience is three years experience conducting general background investigations or experience as a local, state, military or federal law enforcement officer.

or

3.2.2.4 Specialized Federal Background Investigation Experience is three years experience conducting background investigations for a Federal Agency.

3.3 Credentials

The government reserves the right to review the qualifications of any investigative personnel performing work under this BPA. The government further reserves the right to refuse to allow any person to work under this BPA for any reason deemed appropriate by the government. At the written direction of the Contracting Officer, or the CBP COTR, the contractor shall immediately remove any person from the performance of work under this BPA and shall immediately retrieve the credentials, if any, issued to a person removed from the BPA.

CBP credentials are required for contract investigators to perform investigative duties under this BPA. Non-credentialed personnel shall not perform any investigative duties under this BPA. All investigative leads conducted shall be reported under the credential number of the person who conducted the investigative lead(s). Investigative personnel shall not perform any investigative duties until credentials are issued.

Credentials shall be used only for conducting personnel security investigative work tasked under this BPA, or as otherwise specifically approved by the CBP COTR. The contractor shall immediately confiscate credentials used by investigative personnel for other than official business and shall immediately notify the CBP COTR of the unauthorized use. Any investigative personnel using credentials for a purpose other than one authorized under this BPA may be barred from further performance of work under this BPA and from being issued or using CBP credentials in the future. The contractor understands and agrees that if it knows, disregards, or has active participation in, the use of investigative personnel credentials for any purpose other than the performance of work under this BPA, this shall be considered a violation of the law and a risk to the national security of the United States and may be cause for default under this BPA. Use of, or allowing the use of, a CBP credential for other than official duties may be considered sufficient cause for criminal sanctions in accordance with Title 18, USCA, Section 701.

3.3.1 Requests for Credentials

After BPA award, the contractor shall submit requests for credentials to the CBP COTR.

3.3.2 Credential Requirements

Investigative Personnel shall meet the requirements to hold CBP Credentials as described in this BPA.

Contractors can include individuals who currently or previously held CBP credentials. If the proposed contract investigator has not held CBP credentials in the past, the contractor must provide a copy of the employee's, subcontractor's or consultants' current resume, which must include the investigator's name, full address, contact information including phone numbers, and e-mail address if applicable, and a duplicate of the photo that will be used for the credential. Investigators must have a completed favorable SSBI.

3.3.3 Transmittal of Credentials

When being transmitted (e.g., sent to the investigator/contractor or returned to the COTR), investigative personnel credentials shall only be hand delivered by contractor personnel or shipped by Registered/Certified United States Postal Service Mail, United States Postal Service Express Mail, Federal Express, or an equivalent service approved by CBP, as conveyed to the contractor in writing by the CBP COTR. All mailed credential packages must include a signature to acknowledge receipt.

CBP requires that the contractor obtain a signed receipt from every investigator that is issued a CBP credential. A copy of the receipt must be provided to the CBP COTR.

3.3.4 Protecting Credentials

Investigative personnel credentials shall be protected in accordance with the following provisions:

- It is incumbent upon the contractor to ensure that CBP credentials are afforded adequate protection at all times and that these items are used only for conducting official CBP business. When displayed, credentials can be examined as closely as necessary for the viewer to verify the identification of the credential holder and the scope of the contractor's authority. Such examination, however, must take place in the credential holder's presence and will not include allowing the credential to be photocopied. At no time are credentials to be used as personal identification for conducting non-CBP business.

- During duty hours, credentialed personnel should retain personal possession of their credentials at all times.

- During non-duty hours, credentials are to be protected as follows:

Stored in the credential holder's secured residence, or, if persons other than the credential holder have uncontrolled access to the residence, in a secured room or container within the credential holder's residence deemed adequate to prevent unauthorized access.

Credential holders may also retain personal possession of their credential or temporarily and discreetly store them out of sight in their locked vehicles during transit to and from work or home, or during trips directly associated with duties under this BPA, provided said items will not be made unduly susceptible to theft, loss, or misuse as a result.

3.3.5 Loss or Theft of Credentials

Credentials shall be strictly controlled by the contractor and investigative personnel and protected from unauthorized use or loss. The loss or theft of credentials shall be reported within 24 hours of discovery to the CBP COTR, and to the local police having jurisdiction in the location that the credentials were lost or stolen. A copy of the police report shall be provided to the CBP COTR within 24 hours from the time the report was made. The contractor shall investigate instances of lost credentials and prepare an incident report in accordance with Section 3.5.5 of this BPA. Any other inability to account for credentials of investigative personnel (e.g., as a result of an investigator's unexplained absence, death, or military deployment), whether temporary or permanent, shall be reported to the CBP COTR within 24 hours of the contractor's discovery. After incident of loss and prior to re-credentialing, the investigator is to cease investigative work on CBP cases until such credential has been officially replaced.

3.3.6 Unauthorized Use of Credentials

Any unauthorized use of credentials shall be reported to the CBP COTR within 24 hours of its occurrence and shall be investigated in accordance with Section 3.4 of this BPA. Anyone who falsely makes, forges, counterfeits, alters, reproduces, or tampers with a CBP credential may be subject to criminal penalties.

3.3.7 Return of Credentials

The contractor shall return all credentials to the government when an investigator has not been assigned work for a period of 180 calendar days, will be out of country temporarily (temporarily is defined as 90 calendar days or more), is removed from work under the BPA, at the conclusion of employment with the contractor, at the termination of the

BPA, consulting or other business agreement between the credential holder and the contractor, or at any other time when requested by the CBP COTR.

Should a contractor be unable to return investigative personnel credentials to the CBP COTR within five business days of the events described above, the contractor shall immediately notify the CBP COTR in writing of the circumstances preventing the return of the credentials within the specified time frame. The contractor shall describe in writing when they reasonably expect to be able to return the credentials or those circumstances which render the return of the credentials impossible. This writing shall include a description of all efforts made by the contractor to recover the credentials from the investigative personnel and return the credentials to CBP. This writing shall include the full name, social security number, current and/or last known address and telephone number of the investigative personnel whose credentials are at issue, and any other information which is requested by the CBP COTR. The contractor shall also provide other information which the contractor, in good faith, believes may facilitate the recovery of the credentials, should recovery of the credentials by the government become necessary.

3.3.8 Contractor's Liability for Credentials

The contractor agrees to reimburse the government for costs resulting from the misuse of investigative personnel credentials by the contractor, its heirs and successors, the contractor's employees, subcontractors, consultants, or others. The contractor is liable for any and all costs of the government in recovering investigative personnel credentials in the event that the contractor is unable to do so, including but not limited to any and all litigation and court costs reasonably associated with the government's recovery efforts and costs associated with the recovery of credentials by federal, state, or local law enforcement agencies.

3.4 Required Procedures for Reporting the Loss or Compromise of Case Materials

1) Case materials shall be strictly controlled by the contractor and investigative personnel and protected from unauthorized use or loss. The loss or theft of case materials shall be reported within 24 hours of discovery to the CBP COTR, and to the local police having jurisdiction in the location where the case materials were lost or stolen.

2) A copy of the police report shall be provided to the CBP COTR within 24 hours of the time the report was made.

3) The contractor shall investigate instances of lost case materials. Any inability to account for case materials whether temporary or permanent shall be reported to the CBP COTR within 24 hours of contractor's discovery.

4) Within three business days, the contractor must submit a written statement, on company letterhead, to the CBP COTR detailing the facts and circumstances of the loss, theft or compromise, including all actions taken to recover the lost materials.

The contractor shall assume all liability for actions resulting from the loss of personal information, provided by applicants, employees or contractors, when such loss is the responsibility of the contractor or an investigator employed by the contractor. The contractor shall notify the subject, in writing, of the loss of his/her case papers within five business days of the reported loss. In addition, upon the subject's request, the contractor will also provide the subject with free copies (maximum 4) of the subject's credit report for a period of up to one year from the date of notification. A copy of the letter, and any documented communication between subject and contractor regarding the incident must be provided to the CBP COTR.

3.5 Professional Conduct

3.5.1 Contract Employee's Arrests and/or Convictions

All persons performing work under the BPA are held to the highest ethical standards. All persons performing any work under this BPA are required to report to the contractor's Facility Security Officer (FSO) all arrests and/or convictions for criminal or alleged criminal acts, whether such acts occur during the performance of work, under the BPA, or otherwise. In addition to any requirements of the National Industrial Security Program Operating Manual

(NISPOM), the contractor's FSO is required to report such acts to the CBP COTR in accordance with the provisions of Section 3.5 of this BPA.

3.5.2 Misrepresentation

Contractor personnel are not government employees and do not represent a business concern or other organization owned in whole or in part by the government, or substantially owned by one or more government employees. At no time shall any contractor personnel represent themselves verbally or in writing as government employees.

3.5.3 Misconduct

Any action or misconduct by a contractor employee, subcontractor, consultant or other persons performing work under this BPA that might adversely affect (1) the integrity of an investigative product or CBP's automated system(s), (2) CBP's access to source information, (3) a subject or source's rights under the Privacy Act of 1974 (5 U.S.C. 552a), (4) the security of investigative material or CBP equipment or facilities, or (5) the individual's basic suitability to perform work under this BPA is of concern to CBP. If discovered by the contractor, the contractor will advise CBP of the offending individual's identity, the position held by the individual, the nature of the alleged negligence or misconduct, and shall identify all investigations on which the individual performed work or which might otherwise be affected by the individual's negligence or misconduct.

3.5.4 Liability

The government shall not be liable for actions of contract personnel performing work under this BPA.

3.5.5 Incident Reports

All incidents of contract personnel negligence or misconduct of which the contractor becomes aware shall be reported to the CBP COTR within 24 hours of discovery or receipt of information by the contractor, unless otherwise set forth in this BPA.

When directed to do so by the CBP COTR or Contracting Officer, the contractor shall investigate the alleged negligence or misconduct and prepare an Incident Report reflecting its findings concerning the alleged contract personnel negligence or misconduct. The Incident Report shall be submitted to the CBP COTR within no more than 30 calendar days of the date upon which the contractor became aware of the negligence or misconduct. The report shall be provided on the contractor's official letterhead in hard copy and electronically. Each Incident Report shall include at a minimum the:

1. Name of the investigative or other contract personnel involved
2. Credential numbers of all investigative personnel involved
3. If applicable, the name, social security number (SSN), and case number of the subject of the investigation that the contract personnel was working on at the time the negligence or misconduct occurred or was discovered
4. Date, time, and location of the incident
5. Full details of the incident obtained through interviews of the parties involved, all witnesses to the incident, and/or copies of any police reports regarding or describing the incident, if applicable
6. Names, and telephone numbers (work, home, cellular, etc.) of all persons involved in or witnessing the incident
7. Investigator's/Employee's Response
8. Contractor's analysis of the incident and any actions taken by the contractor regarding the incident (e.g., removal of the offending personnel from contract work); and any additional actions the contractor proposes to take. If the conduct involved inaccurate or false reporting of investigative information, the contractor shall describe how the matter came to its attention and provide a list of all investigations known to the contractor to be affected by inaccuracy or falsity.

3.5.5.1 Supplemental Report

The contractor shall provide a supplemental report describing any follow-up actions taken with regard to reported incidents of contract personnel negligence or misconduct.

3.5.5.2 Access Suspension

In the event of negligence or misconduct, CBP may immediately suspend or revoke the contractor's or its representatives' access to government facilities, access to CBP's automated system(s), and/or general access to perform work under this BPA.

3.5.5.3 Reimbursement

The contractor will reimburse CBP for any costs incurred by CBP due to negligence or misconduct by a contractor's employee(s), subcontractor(s), consultant(s), or other contractor's personnel.

3.5.5.4 Removal of Personnel

The contractor will notify the CBP COTR immediately of all contract personnel working on this BPA that were removed from other government contracts for misconduct, misuse of government credentials and any other inappropriate behavior.

3.6 Production Standards and Timeliness

3.6.1 Deficient ROI

A deficient ROI will be returned to the contractor for completion. The closed date will be adjusted to reflect the date CBP received the corrected case. If the case was previously invoiced, the contractor shall adjust the cost of the deficient ROI by the number of calendar days required to complete the corrected case. Any disincentives, if applicable, would then apply.

3.7 Safeguarding Cases

3.7.1 Government Property

Investigative reports, attachments thereto, and information gathered by the contractor during the conduct of the investigations are the property of the government and shall not be used for any purpose other than the investigation authorized by the government.

3.7.2 Case Retention

Contractors are required to retain all case related materials, including the investigator's notes, for a period of one year from the date the case is closed. This includes all investigator notes (electronic and paper). Upon case completion, investigators are to forward all case papers to the contractor. After the required one year retention period, all case papers and investigator notes (electronic and paper) must be destroyed in accordance with provisions of the NISPOM.

3.7.3 Mailing Precautions

The contractor shall take precautions to ensure that incoming and outgoing mail and FOUO material are inaccessible to persons other than those authorized to perform work under this BPA.

When transmitted (e.g., to and from the contractor to investigative personnel or CBP), FOUO material shall be mailed via U.S. Postal Service (USPS) Express Mail, First Class (with delivery confirmation) or Priority Mail, Federal Express, or an equivalent express service, pre-approved by the CBP COTR.

3.7.4 Hand-Delivered Documents

All FOUO material hand carried must be in a sealed envelope or sealed container, i.e., folder, portfolio, and precautions must be taken so the material is inaccessible to persons other than authorized contractor personnel.

3.7.5 Procedures for Mailing Case Material.

Mailed case materials (i.e. completed, compiled investigation or any portion of an investigation or case material) is to be sent to:

U.S. Customs and Border Protection
Personnel Security Division
Ronald Reagan Building, Room 8.4D
Washington, DC 20229
"TO BE OPENED BY ADDRESSEE ONLY"

Each box must contain a transmittal listing the cases that are in that particular box. Pending, cancelled and supplemental ROIs are to be packaged together but separate from the completed ROIs and addressed as above, however in large, black bold print the box should be clearly marked "COTR". Each box must contain a transmittal listing the cases that are in that particular box. You may put pending, cancelled, and supplemental ROIs on one transmittal but they must be grouped accordingly. (All pending listed together, all cancelled listed together and all supplemental ROIs listed together.)

3.7.6 Destruction of FOUO Material

Destruction of FOUO material shall be accomplished by or in the presence of contractor personnel authorized to perform work under this BPA. When destruction is accomplished by a subcontractor approved by the Contracting Officer, the FOUO material shall not be left unattended by the contractor until it is destroyed or control is assumed by authorized destruction facility personnel. Information collected, stored, and disposed of which is classified above the FOUO level (i.e., CONFIDENTIAL, SECRET, TOP SECRET), is governed by provisions of the NISPOM.

3.7.7 Information Storage

Information in which the collection, storage, use, or disclosure of is governed by the Privacy Act of 1974 (5 U.S.C. 552a), shall be treated in the same manner as FOUO information, unless it is classified (if classified, see section 3.7.9 for guidance).

3.7.8 Computer Drives/External Storage Devices (i.e. CD's, Floppy Disks, Thumb Drives)

All computer hard drives and/or external storage devices (CDs/floppy disks/thumb drives or other media) used in the performance of work under this BPA and which contain FOUO information and/or information the disclosure of which is governed by the Privacy Act of 1974 (5 U.S.C. 552a), shall be overwritten as appropriate to remove such information using a utility/method approved by the CBP Information Systems Security Manager (ISSM) through the CBP COTR. This procedure must be completed before the hardware/storage media is considered to be free of FOUO/Privacy Act protected information and therefore no longer requiring protection as FOUO/Privacy Act protected information. Hard drives containing FOUO/Privacy Act protected information shall not be sent off-site for repairs. Further guidance pertaining to the removal/destruction of FOUO/Privacy Act protected information from electronic media can be obtained from the CBP ISSM. This requirement applies to computer hard drives, external storage devices or other similar media owned or used by the contractor, subcontractors, consultants or other in the performance of work under this BPA. The contractor shall provide certification in writing to the degaussing of such drives/storage devices at the end or termination of the BPA, and when a subcontractor, consultant or other person performing work under the BPA ceases to perform said work and/or when a business relationship with the contractor is terminated.

3.7.9 Classified Information

Classified information shall not be processed on a personal computer, word processor, or memory typewriter, unless such equipment has been approved for classified processing by the CBP Industrial Security Representative having responsibility for the contractor's facility, and shall be processed in accordance with the provisions of the NISPOM. Classified information also shall not be transmitted or reported over non-secure telephone or other communication lines. Where classified information is incorporated into written documents or when discussed in person, these documents or discussions must be clearly marked/identified, shared only with personnel having the verified appropriate security clearance and need to know, and protected from unauthorized disclosure.

A DD Form 254 will be required for this BPA upon award.

3.7.10 Appearance at Administrative or Judicial Hearings

If investigative personnel are requested to appear as a government witness, the personnel shall appear and provide testimony as requested. Labor and travel costs will be reimbursed to the contractor as cost reimbursable. Travel will be in accordance with the Joint Travel Regulations (JTR).

3.8 Investigative Requirements

3.8.1 Preparation of Report of Investigation (ROI)

The contractor's conduct of investigations and preparation of ROIs shall be in accordance with the standards set forth in this BPA, the Handbook and other technical references made available in the reading room.

3.8.2 Local Agency Checks (LACs)

The contractor is responsible for conducting all LACs.

3.8.2.1 Originating Reporting Agency Identifier (ORI)

For purposes of this BPA, CBP may, but is not required to, provide an ORI number for the appropriate State to facilitate a contractor conducting LACs. The CBP ORI number shall not be considered the property of the contractor, is provided solely for use under this BPA, shall not be used for any purpose other than the conduct of investigation tasked to the contractor under this BPA, and the contractor shall cease and desist in the use of the ORI number at any time when instructed to do so by the Contracting Officer, CBP COTR or at the end or termination of the BPA.

3.8.2.2 CBP Background Investigation Personal Interview (BIPI)

In addition to the subject interview, the contractor is required to conduct a CBP BIPI as part of all investigations or re-investigations for applicants, contractors and employees, or as directed by CBP. Information developed in the subject interview and the BIPI is to be recorded in the personal interview portion of the ROI. The BIPI will be provided in the reading room to be designated at the time of the release of the proposal.

Any significant discrepant, derogatory or developed information during the BIPI interview must be reported in the BIPI and in the personal interview section of the ROI.

3.8.2.3 Cancelled/Discontinued Investigations

The government reserves the right to cancel/discontinue an investigation at any time.
The contractor shall not cancel/discontinue an investigation or modify the type of investigation to be performed without explicit directions to do so from the CBP COTR.

The contractor must notify the CBP COTR within 48 hours of receiving information that a subject indicated that he/she is no longer interested in continuing with the background investigation.

3.8.2.4 Resolution of Issues

If an issue is developed during/after the initial subject interview and that issue meets the "DOD National Security Spin Criteria," the investigator will confront subject regarding his/her failure to provide that information during the interview and obtain all details and resolve all discrepancies and inconsistencies regarding the issue per the Handbook and this BPA.

3.9 Report Formats

The contractor shall use Microsoft Word or any other format deemed appropriate by the CBP COTR to prepare ROIs.

3.9.1 Report Writing Specifications

A detailed report writing guide with instructions and sample ROI will be provided in the reading room to be designated at the time of the release of the proposal.

3.9.2 Incomplete Leads

If investigative coverage of a tasked investigation is not complete for any reason, the ROI will provide a detailed explanation of all attempts made to fulfill the coverage requirement. This reporting requirement includes explaining unsuccessful attempts for all scoped and developed leads and does not waive the requirement to obtain or verify the lead through other sources.

3.9.3 Reporting Sources of Information

The contractor shall accurately report the source of all information in the ROI. If court or local law enforcement agency databases are utilized vice obtaining information directly from appropriate law enforcement agencies, the ROI shall identify the database utilized as well as the law enforcement agencies or courts whose information is contained therein. All databases considered for use shall be subject to approval by the CBP COTR.

3.10 Pricing Conditions

There shall be no pricing based on quantity of leads. All pricing will be based on a completed investigation regardless of the number or complexity of leads/actions required to complete said investigation.

The contractor shall incur all costs associated with the delivery and receipt of all case materials. The method(s) of delivery shall be approved by the CBP COTR prior to implementation or change. Any courier service used must be bonded.

3.10.1 Cancelled/Discontinued Cases

Cancellations of investigations by CBP will be priced as follows:

a. Cancelled 1 - 5 calendar days:	10% of case base price
b. Cancelled 6 - 15 calendar days:	30% of case base price
c. Cancelled 16 - 30 calendar days:	60% of case base price
d. Cancelled 31 - or more calendar days:	Full base price with disincentive applied if investigation is received after 40 calendar days.

At any time a case is cancelled, all components of the ROI that were completed up until the cancellation date are required to be returned to CBP in ROI format within five business days.

3.10.2 Report of Investigation (ROI)

The ROI is defined as the formal completed report encompassing all aspects of the investigation that is defined by the Handbook and CBP specifications, and is accepted by CBP as complete.

3.10.2.1 Base Case Types

Based on the receipt of the completed ROI at the 40 calendar day mark, the following incentives/disincentives will be applied:

a. 1 - 25 calendar days	10% incentive of the case base price
b. 26 - 40 calendar days	Full base price
c. 41 - 50 calendar days	10% disincentive of the case base price
d. 51 calendar days or more	20% disincentive of the case base price

3.10.2.2 Expedited Case (only if specifically requested by the CBP COTR)

a. 1 - 15 calendar days	20% incentive of the case base price

CBP may have a need for a case to be expedited. An expedited case is a fully completed case that is required within 1-15 calendar days from the request date at the direction of the CBP COTR. Otherwise, standard pricing applies.

Example:
An expedited case delivered to CBP within 1-15 calendar days will receive a 20% incentive of the case base price. If the case is not completed within the 15 calendar days or a deficiency is noted in this case type, the contractor would not receive the expedited case price and the pricing conditions for base case price would then apply. See Section 3.6.1 of this BPA.

3.10.2.3 Additional Leads

Additional leads, directed by the CBP COTR, after the investigation is complete, to obtain information outside the scope of the investigation, will be billed at the scheduled rate to include reimbursable travel in accordance with the JTR.

3.11 Contractor Requirements

3.11.1 Secure Storage

The contractor shall provide proof of the ability to provide secure storage for investigative and training materials per Industrial Security Standards at the time of proposal. The protection and disclosure of information collected or provided under this BPA is also governed by the requirements of the Privacy Act of 1974, as amended (5 U.S.C. 552a).

3.11.2 Contractor Training Program

The contractor training program must be submitted with the proposal and is subject to the approval of CBP. The contractor must design a training curriculum with clearly defined and stated objectives for the IT and GI positions. The contractor curriculum shall be subject to review by the CBP COTR during the course of the BPA. Upon BPA award, CBP shall provide the contractor an electronic copy of the Handbook to be used by the contractor.

3.12 Security

3.12.1 Contractor's Facility

Prior to the commencement of work, and during the term of the BPA, the government reserves the right to inspect, and approve the contractor's facility by the appropriate CBP Physical Security representatives and to require the contractor to complete all necessary security documents. Inspection shall be in accordance with the NISPOM for the receipt and/or collection of, handling, storage, dissemination, disposal, and destruction of classified material, information designated as "FOUO," and information subject to the Privacy Act of 1974 requirements as amended (5 U.S.C. 552a).

In addition, the government may conduct site visits, announced/unannounced at the contractors' facility.

3.13 Management Support

The contractor is responsible for the performance of all requirements under this BPA through all such means necessary and appropriate, including but not limited to, managing, coordinating, and overseeing the work of all persons performing work under this BPA. The contractor shall develop an overall management, standard, and quality plan that describes its management and oversight of the investigative and quality control requirements of this BPA, and its approach to the performance of all requirements of this BPA. This plan shall include, at a minimum, the contractor's procedures for verifying the qualifications of investigative personnel, ensuring the proper training of investigative personnel when necessary, planning for recruiting and retaining qualified investigative personnel, conducting investigations, preparing and inspecting investigative work products, evaluating investigative personnel in the performance of BPA work, requesting and controlling credentials, and preparing all BPA deliverables. This management, standards, and quality plan must be submitted with the contractor's proposal.

3.13.1 Designation of Program Manager (PM)

Within five (5) calendar days after BPA Award notification, the contractor shall designate in writing to the Contracting Officer and the CBP COTR, the name and U.S. telephone number (accessibility to leave messages 24 hours per day) of an individual to act as the Program Manager (PM). The contractor PM shall be responsible for the overall coordination and implementation of the BPA Services with the COTR. The contractor's technical proposal shall indicate the proposed PM by name and include a resume for this individual.

3.13.1.1 Program Manager Education/Experience

The Program Manager must have a bachelor's degree and have at least ten (10) years of combined security and investigative experience at the state and federal level and at least ten (10) years of program management experience that demonstrates the ability to direct, execute, and control the performance of all work under this BPA.

3.13.2 Coordination Between the PM and the Government

The contractor PM and the CBP COTR shall communicate with each other on a regular basis to discuss any problems being experienced by the government or contractor concerning performance of this BPA. The Contracting Officer shall be informed of all non-conformance issues and problems.

3.14 Personnel

The government reserves the right to review the qualifications of all personnel, to include the program manager, performing work under this BPA. The government further reserves the right to refuse to allow any person to work under this BPA for any reason deemed appropriate by the government. The contractor must have one investigator that holds a top secret clearance, granted by DISCO, available on an as needed basis. The Contractor will be responsible for all expenses incurred for initial or periodic investigations. The Contractor will also be responsible to ensure that all personnel maintain a current favorable background investigation at all times during work on this BPA.

3.14.1 Non-Investigative Personnel Approval Requirements

Personnel supporting this BPA must be approved by CBP, prior to commencement of work. Upon award of the BPA, the contractor's will provide CBP with a list of all proposed employees that will be supporting this BPA. The list must include full name, social security number (SSN), date of birth (DOB), place of birth (POB), the date of their last favorable background investigation, and a brief job description. Any time thereafter, the same procedure must be followed prior to any new/rehire employee starting work on the BPA.

3.14.2 Key Personnel

The contractor shall designate a Program Manager (PM) with sufficient corporate authority to direct, execute and control the performance of all work required under this BPA. This position is considered key under this BPA. No substitutions may be made for this position within 180 calendar days of the start of the BPA unless the individual terminates employment with the contractor. After 180 calendar days, CBP requires 30 calendar days notice of a proposed substitution of an individual with equal or greater qualifications. The position must be filled as soon as possible, but no later than 60 calendar days from notification.

3.14.3 Investigators

The attached list of investigators (Enclosure 2) meets or exceeds the requirement to employ a minimum of 500 investigators who meet the qualification standards to hold CBP credentials.

3.15 Quality Control

3.15.1 Government Quality Assurance

The CBP COTR shall monitor the quality, timeliness, productivity and performance of all BPA requirements to include unannounced onsite inspection of the contractor, subcontractor, consultant, and other facilities and computer systems where BPA work is performed. CBP may require the contractor to re-conduct investigative leads when other factors in the investigation indicate that additional information should have been obtained. The government reserves the right to require all investigative personnel to submit to a Standards and Evaluation Ride-Along.

3.15.2 Courtesy Contact Letter (CL) Program

The contractor shall administer a Courtesy Contact Letter (CL) Program that has been approved by the CBP COTR. All investigative personnel are subject to a minimum of one CL contact of a reference interview or a lead every other month. In the event of any unfavorable or negative response, the contractor will immediately notify the CBP COTR and investigate the matter. The contractor will report the results of the investigation within sixty business days to the CBP COTR on formal company letterhead. The CL and questionnaire format will be provided following award.

3.16 Records/Data

3.16.1 Status Reports

3.16.1.1 Weekly Report

An electronic weekly pending investigation report shall be forwarded via e-mail to the CBP COTR in a format provided by the government. The coverage period, which is subject to change, will be from the Thursday of the first week to the Wednesday of the next week with the report due by close of business on Thursday.

3.16.1.2 Monthly Statistical Report

An electronic monthly statistical report shall be forwarded via e-mail to the CBP COTR by the seventh (7th) calendar day of every month. If the 7th falls on a weekend or holiday, the report must be received by the CBP COTR on the last business day prior to the 7th. The coverage period for this report is from the first of every month to the last day of the month with the report due to the CBP COTR no later than the 7th calendar day of the month. Details associated with the electronic submission of the Monthly Statistical Reports format will be provided to the contractor within 30 calendar days after BPA award.

3.16.1.3 Monthly Financial Report

Financial progress reports shall be submitted monthly. The purpose of this report is to provide the government with the current financial status of the BPA at the BPA level and the option year level. When applicable, this report shall include prior year(s) expenditures. Financial progress reports shall be delivered electronically to the CBP COTR no later than the 7th calendar day of each month. Submission of the first report is required no later than the 7th calendar day of the month following the first full month of BPA performance. Details associated with the electronic submission of the Financial Progress Reports format will be provided to the contractor within 30 calendar days after BPA award.

3.16.1.4 Quarterly Report

The contractor will provide a quarterly report of all CL's issued. Format will be provided by the government after award.

3.16.2 CBP Investigator's Database

Each contractor shall maintain and update a copy of an investigator's Access database provided by the CBP COTR. An electronic update to the database shall be forwarded via e-mail to the CBP COTR on the first business day of every month. The report shall be completed in a format provided by the government, utilizing Microsoft Access. The

report shall contain information on each contractor's investigators and investigative technicians utilized in support of this BPA. The contractor shall update the database with any status changes in BPA investigative personnel, e.g., change of address, termination. The contractor is responsible for marking the report as "company proprietary."

3.17 Program Management Review

The contractor shall present a Program Management Review (PMR) to the CBP COTR and other CBP personnel as designated by the CBP COTR every three months. The government and the contractor shall mutually agree upon the location of the PMR. All aspects of contractual status including progress, production status, cost, schedule, quality control, problems, future plans and any other issues and concerns shall be presented and discussed at these reviews. The contractor shall emphasize its performance relative to production, timeliness and quality goals as well as those items placed on the agenda by the government. A copy of the presentation shall be prepared and submitted to the CBP COTR by the contractor three business days prior to the PMR.

3.18 Delivery Instructions

Delivery instructions for case materials will be provided upon issuance of the Task Order/ Case assignments.

3.19 Inspection and Acceptance

Inspection and acceptance will be performed by the Security Programs Division, Personnel Security Branch, located at 1300 Pennsylvania Ave, Washington, DC.

4.0 GENERAL INFORMATION

4.1 Disclosure of Information

Any information made available to the contractor by the government or its customers shall be used only for the purpose of carrying out the provisions of this BPA. This information shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the BPA. In the performance of this BPA, the contractor assumes responsibility of the protection of the confidentiality of government records.

The contractor will adhere to the requirements found in part 24 of the Federal Acquisition Regulation, Privacy Act, and Freedom of Information Act.

4.2 Contracts and Technical Points of Contact

4.2.1 Office of Finance - Procurement Division Representatives

Susan Hargett-Evans, Contracting Officer
(b)(6); (b)(7)(C) Contract Specialist

(b)(6); (b)(7)(C)

4.2.2 Contracting Officer's Technical Representative (COTR)

(b)(6); (b)(7)(C) is the authorized Contracting Officer's Technical Representative.
(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) are alternate Contracting Officer's Technical Representatives.

(b)(6); (b)(7)(C)

4.2.3 Government Furnished Property

Not applicable under this BPA.

4.3 Contractor Acquired Property

Not applicable under this BPA.

4.4 Procedures for Payment

4.4.1 Payment Information

Invoices, at a minimum, must include for each case the:

- CBP case number (example: CBP09-000001 - first 3 characters represent the company (designated by CBP after award), next 2 are the option year, and the last 6 are the case number. (Depending on what case number you have, 0's will precede the number to reach the 6 digit requirement.)
- Subject's last name
- Subject's SSN
- Case open date
- ROI completion date
- Base price
- Incentives and disincentives applied
- Total amount invoiced

Invoices are to be sent electronically to cbpinvoices@dhs.gov and to your assigned general mailbox (to be assigned after BPA award) simultaneously, at the minimum of every 30 calendar days, not to exceed twice in one month.

The contractor is not authorized to claim, nor will CBP pay for direct costs associated with preparation of any invoice.

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Questions and Answers

1. **Attachment 1, SP.6.D:** Are Notifications of Personnel Changes required for all staff, investigative as well as non-investigative? Answer: Yes

2. **Attachment 1, 1.5.2.1 Technical Approach:** Regarding **Attachment** 4, Employee/ Investigator/ Consultants/ Contractor Sheet. Can this list be included as an Attachment in Volume 1 of the proposal response? **Answer:** Yes, but does not count towards page limit

3. **Attachment 1, 1.5.2.1 Technical Approach:** Can the Program Manager's resume be included as an Attachment in Volume 1? **Answer:** Yes, but does not count toward page limit

4. **Attachment 1, 1.5.2.3(2), lines 3 and 4:** The RFQ states that the "supportive narrative (for Corporate Experiences) shall not exceed ten (10) pages for all references identified." Is that ten (10) pages part of the Volume I page count? **Answer/Additional Clarification:** No

5. The cover letter indicates a requirement for 3 copies of the vendor's GSA schedule catalogue. Should these be provided separately from the other material or included in Volume II: Offer/Price. If in Volume II, should we provide 4 copies (original +3) so that all copies of Volume II are complete? **Answer:** Submit the 3 copies separately.

6. Proposal instructions call for a copy of each volume on CD. Can all volumes be combined onto a single CD or should each volume be on a separate CD? **Answer:** Single CD/DVD or as many as necessary to hold data.

7. Can the soft copy of the consultant/subcontractor agreements be included on the CD with the combined volume submission if that is the answer to previous question or on any of the individual volume submissions if volumes are on separate CDs or should it be on a separate CD? **Answer:** Combined on one CD/DVD or as many as necessary to hold data.

8. **RFQ Reference:** 1.3 Due Date, "All responses to this RFQ must be forwarded by e-mail....": Does the Government want the attachment containing the letters of intent and investigator subcontractor agreements emailed? This file will contain over 500 scanned documents and will be very large. Also, breaking it into smaller files will add downloading and tracking complexity to each proposal submitted. **Answer:** See response below.

9. **Section 1.3** calls for an email submission of the response. Is this in addition to the soft copy on CD? Should this email submission include the copies of the consultant/subcontract agreements? **Answer:** See response below.

10. **Attachment 1, Paragraph 1.5.2.1:** Should the electronic copies of consultant/subcontractor agreements all be submitted as separate files, or combined into a large single file? **Answer:** 1 Large File. CBP will provide an address to send the large files since the servers used by the Procurement office can not handle files in excess of 3 Megs very well.

11. **Attachment 1, 1.5.2 Volume 1 Technical Approach:** The RFQ states, "The Technical Proposal shall address each of the task areas of the Blanket Purchase Agreement (BPA) and demonstrate your understanding of the requirements." When making reference to the task areas are you referring to each element of the BPA (i.e.) 1.0 to 4.4, or are you referring to case type (i.e.) SSBI, SSBI-PR, PPR, BI, MBI, PRI, BGI/Upgrade? Please define "task areas". **Answer:** Each element of the BPA. **Additional Clarification:** Page limit remains at 60. This page limit does not include Past Performance or the Corporate Experience.

12. **Attachment 1, 1.5.2.1 Technical Approach:** The RFP requires that scanned copies of all the investigator agreements are to be included with the proposal. Would a sample agreement suffice to demonstrate the type of agreement used? **Answer:** A basic or sample agreement will suffice as long as the type of agreement each investigator holds is identified.

13. **Attachment 2, Clause SP.4, Page 12, Ordering Procedures:** The current CBP BI contracts have been performed from inception to date under a single delivery order. Does the government anticipate that the new contracts will be

handled the same way? If not, how frequently will delivery orders be issued - weekly, monthly, annually? Will contractors be required to track cases and funds against each separate delivery order? **Answer:** Each set of cases will be issued as a Delivery Order with an approximation as to the quantity, types and mixes of investigations that will be required. At this time, there is no way of forecasting the frequency of orders. **Additional Clarification:** The contractor is not responsible for tracking cases and funds against a particular delivery order. Contractor is still required to track funds per total contract and each performance year level.

14. **Attachment 2, Clause SP.6.C:** Can up-to-date SSBIs from other agencies be used as the basis for a government (CBP) adjudication/approval decision for contractor staff and investigative personnel? **Answer:** Yes

15. **Attachment 2, Clause SP.6.E:** Please provide offerors a copy of Customs Form 242. **Answer:** This form is only to be used for contractor personnel that are allowed access to work at CBP, currently located at the Ronald Reagan Building who are separating. Currently, there is no intent to have any on-site contractors.

16. **Attachment 2, General:** In several places, the instructions discuss or suggest on-site work. Does the government intend to have the contractor perform any part of the contract on-site in government-controlled facilities? **Answer:** No. At this time, there is no intent to have any on-site work performed.

17. **3.13.1** Designation of Program Manager (PM): Will the PM be required to be on site at a CBP facility? **Answer:** No

18. **BPA Paragraph 2.0:** If clarification is needed on the OPM Handbook, who will CBP designate to issue these clarifications? **Answer:** CBP COTR. **Additional Clarification:** CBP will ensure all contractors receive all direction given for all issues through a COTR.

19. **BPA Paragraph 2.5:** Does this paragraph refer to PMO staff such as Case Reviewers that would work off-site? **Answer:** Yes

20. **BPA Paragraph 3.0:** Please provide technical parameters for what CBP envisions for electronic receipt and delivery of cases (for example, file formats, transmission protocols, system architecture, etc.). Will this capability be available to the contractor immediately upon BPA award? **Answer:** This capability may not be available immediately upon award; however CBP envisions electronic receipt and delivery of cases in the near future, and is currently establishing policy/protocol. Definitive requirements have not been confirmed but possible options are delivery via CD, Secure VPN, or a secure portal. File formats may include MS compatible formats, PDF, TIF, or XML and CBP will provide schema for XML. Offeror may require message queue software. CBP will strive to work closely with contractor to ensure a smooth transition to electronic. **Additional Clarification:** While CBP does not believe there will be a cost involved with the procedure, if other than the standard software is required by the contractor, CBP will review the additional requirements, and modify, if necessary, for additional 1-time cost pricing, if applicable.

21. **BPA Paragraph 3.2.1:** Can formal training be substituted for years of investigative experience for an Investigative Technician? **Answer:** No

22. **BPA Paragraph 3.2.1:** The RFQ mentions "CBP-approved Training." Please provide specific information regarding the required curriculum (at a minimum, mandatory topics to be covered and required hours per topic) of the 80-hour training course for Investigative Technicians and General Investigators, so that offerors can adequately address the requirement in their Technical and Price proposals. **Answer:** The 80-hour training course is 80-hours of field investigative mentoring. The CBP-approved training, which is to be 40 hours, is to include an overview of the major elements of investigator responsibilities as defined in the OPM Handbook, and other additional elements required by CBP as stated in this RFQ and information that was provided in the Reading Room.

23. **Section 3.11.2** requires that the training program be submitted with the proposal. We assume this means a syllabus or outline of proposed training not the actual full training program. Can the government confirm this assumption? **Answer:** A syllabus or detailed outline would be acceptable; however, the final training curriculum will have CBP approval after award.

24. **BPA Paragraphs 3.2.2 and 3.2.2.2:** Will CBP-approved training and field mentoring be required for investigators currently credentialed by CBP on the existing contracts, or this only required for newly credentialed investigators after BPA award? **Answer:** The 80-hours of field investigative mentoring is for all newly credentialed personnel only.

The 40-hours of CBP-approved training is also for all new credentialed personnel; however, all current credentialed investigators should receive this training as a refresher to review all requirements as stated in this RFQ and information from the reading room.

25. Section 3.2.2 has the following language: A GI must have a bachelor's degree and have successfully completed an Investigator's Training Course which has been approved by the CBP COTR or three years specialized local, state or federal background investigation experience within the last five years or five years local state or federal investigation experience and have successfully completed an investigator's Training course which has been approved by the CBP COTR. Does this sentence mean that individuals who have three years specialized local, state or federal background investigation experience within the last five years are not required to complete a training course? **Answer:** No. See previous response.

26. We assume that the training requirements outlined in the RFP do not apply to currently credentialed CBP investigators. Can the government confirm this assumption? **Answer:** See previous response.

27. Will on-line training course completion be acceptable to fulfill the referenced requirements? Any training must include all elements of this RFQ. **Answer:** On-line training courses may be acceptable to fulfill a portion of the training requirements at the discretion of the CBP COTR.

28. Will the government accept completion of an approved OPM or other federal agency background investigation training as acceptable training for performance on this BPA? **Answer:** Yes, see previous response.

29. **BPA Paragraph 3.2.2:** Is the CBP 80-hour approved training and/or field mentoring required only for new (i.e., previously inexperienced) investigators? **Answer:** It is 80-hours of field investigative mentoring and it is for all new credentialed investigators or investigative technicians.

30. **BPA Paragraph 3.2.2:** If currently-credentialed CBP contract investigators don't need to receive the full 80-hour approved training, is it adequate to provide contract-specific training to cover the new CBP requirements? **Answer:** All current credentialed investigators do not need to complete the 80-hours of field investigative mentoring, but are required to receive the refresher training, as stated above.

31. **BPA Paragraph 3.2.2.2:** The BPA requires 80 hours of field mentoring "prior" to issuance of cases. What gives the investigator in training the authority to participate in the subject interview or interview sources, and how do investigators in field training who have not yet been approved and credentialed by CBP perform field work in compliance with the OPM Handbook? **Answer:** Credentials will be issued to investigative technicians and investigators after successful completion of the 40-hour training, prior to completion of the 80-hours of field investigative mentoring. Documentation of this mentoring will be provided to the CBP COTR within 60 days after completion. **Additional Clarification:** CBP has recently upgraded the credential process, and will issue credentials to new investigators as quickly as possible. CBP will work closely with the Program Manager to identify critical need areas and credential by priority set by the Program Manager.

32. **BPA Paragraph 3.3.1:** The RFQ states all credential requests are to be submitted to the COTR. Does the government plan to "grandfather" or otherwise confirm personnel who are already currently working on a CBP BI contract? **Answer:** Yes, currently credentialed personnel will be grandfathered. After BPA award, contractors will provide CBP with a complete list of credentialed investigators that they hold accountability for and will confirm retention of these investigators.

33. **BPA Paragraph 3.3.7:** The RFQ requires that credentials be returned to CBP when an investigator has not been assigned work for a period of 180 calendar days. Many investigators work for more than one contractor. What is the requirement if the investigator is credentialed with more than one contractor, and may not be receiving work from one BI contractor for more than 180 days while working cases for another contractor? In addition, there are circumstances where an investigator is credentialed because they are in a "niche" area of the country where work is seen in only sporadic circumstances, but because of the requirement to complete leads in all 50 states and territories they must remain credentialed, despite the fact that they may not receive work within 180 days. In this case, will the 180-day limit be waived? **Answer:** If an investigator has been inactive for more than 180 days, it is the responsibility of the contractor to notify CBP. If investigator works for more than 1 contractor, each contractor will request retention or termination after 180 days of inactivity and waivers will be reviewed and approved by the COTR.

34. **BPA Paragraph 3.6.1:** Will there be a timeframe designated by the government to review a case to determine if it is acceptable? The practice of adjusting the closed date to when the corrected case is received by CBP does not take into account the time CBP has the case for evaluation. A case could be delivered within the 25 day incentive period, but if the evaluation by CBP is not timely then the case, before it is delivered, could be pushed into disincentives. How does CBP intend to resolve this issue? **Answer:** The time frame designated to review a case to determine if it is acceptable or deficient is 180 days. The deficient ROI will be returned to the contractor. The number of calendar days required to complete the corrected case will be added to the original calendar days of the deficient ROI.

35. **BPA Paragraph 3.6:** What is the CBP process for returning deficient cases for rework? How will the process account for the time between submission of the case to CBP and its return to the contractor? **Answer:** CBP will notify the contractor of the deficient ROI and request for re-work. The time between notification and delivery of the final ROI will be added to the initial delivery days of the deficient ROI. See previous response.

36. How will pricing work for canceled cases that are later reopened for completion? Cases canceled at the 31-40 day point are invoiced at full base price; however, pricing conditions would indicate that if the investigative report is received by CBP after day 40 then a disincentive would apply. This appears to conflict with the five business day requirement to return all canceled investigations with reports of all completed components. Example, investigation is canceled on day 38 and report is submitted to CBP five business days later on day 43. Does the contractor incur the 10% disincentive? **Answer:** 1. Cancelled case pricing is based upon the date of notification to cancel. 2. Re-Opened cases will be billed based upon the re-open date, however, a contractor cannot invoice at a cost greater that the allowed case price. **Additional Clarification:** Example: If the base cost for a non-expedited case is $2,000, cancelled within 6-15 days, contractor would receive 30% of the base price which is $600 (30% of $2,000), and re-opened and completed within 1-25 days, the max this case would be billed to CBP is $2,200 ($2,000 plus 10% incentive). The difference, if the cancelled case was billed on a previous invoice, would be $1,320. Total case price billed = $2,200.

37. **BPA Paragraph 3.7.2:** What is CBP's definition of a "closed case"? Is it the date the contractor delivers the case to CBP, or is it the date CBP closes the case in their system? Should the contractor retain case materials from the date of delivery to CBP, or from the date the case is closed in CBP's system? **Answer:** A closed case is the date the contractor transmits the completed case to CBP. Case retention is from this date.

38. The presumption is that the contractor's time line starts with receipt of the investigative assignment and ends with the completion and transmittal of the final report of investigation to CBP. Is this correct? **Answer:** Yes.

39. **BPA Paragraph 3.7.5:** Is it the intention of the government to have every case with derogatory information sent to the COTR? **Answer:** RFQ section 3.7.5 is deleted in its entirety and replaced with the following: Procedures for Mailing Case Material. Mailed case materials (i.e. completed, compiled investigation or any portion of an investigation, or case material) is to be sent to U.S. Customs and Border Protection, Personnel Security Division, Ronald Reagan Building, Rom 8.4D, Washington, DC 20229 TO BE OPENED BY ADDRESSEE ONLY. Each box must contain a transmittal listing the cases that are in that particular box. Pending, cancelled, and supplemental ROIs are to be packaged together but separate from the completed ROIs and addressed as usual, however, in large, black, bold print the box should be clearly marked "COTR." Each box must contain a transmittal listing the cases that are in that particular box. You may put pending, cancelled, and supplemental ROIs on one transmittal, but they must be grouped accordingly. (All pending listed together, all cancelled listed together and all supplemental ROIs listed together.)

40. BPA Enclosure 1, **Section 3.7.10**, Encryption: "Computer communications including e-mail messages and attachments containing information the disclosure of which is governed by the Privacy Act of 1974 (5 U.S.C. 552a) or FOUO information (to include names or social security numbers) of subjects shall be encrypted using public key technologies interoperable and compatible with CBP programs and equipment." **Question:** Who is the vendor of this certificate or what are the license costs? **Answer:** Section 3.7.10 is deleted in its entirety.

41. **BPA Paragraph 3.7.10:** The RFP states that all computer communications have to be encrypted. How will CBP email accounts be encrypted to communicate with the contractor? What will be the contractor encryption interface? **Answer:** See previous response.

42. **BPA Paragraph, 3.8.1:** A thorough understanding of the report writing guide and sample ROI are crucial to submitting a detailed and fully responsive proposal that adequately addresses the government's requirements. Given the significant changes from the current contract requirements, reviewing these documents in the reading room did not provide sufficient time for offerors to fully analyze and understand them. Will the government provide copies of these documents to offerors? **Answer:** No. The report writing guide with sample ROI will be provided upon BPA award. CBP will allow 60 days from BPA award for implementation of the new ROI format. **Additional Clarification:** It is not the intent of the Government to issue cases under the existing contract until the 60 days have passed. Upon BPA award, contractor may use their existing ROI format, as long as it is pre-approved by CBP, for ROIs completed prior to implementation of the new ROI format.

43. **BPA Paragraph, 3.8.1:** Given the mandate to adhere to the OPM manual, there is a difference between the writer's guide provided in the Reading Room and in Chapter 7 of the OPM writing guide. How will this disparity be addressed, and which guide should be used? **Answer:** The OPM handbook will be used as the basis for report writing however direction provided by the report writing guide will supersede the handbook. If a disparity exists, the CBP COTR will provide final direction.

44. **BPA Paragraph 3.9.2:** On cases with incomplete leads, the BPA states that the CBP COTR will be notified via email in advance of case delivery. Does CBP want this on an individual-case basis, or would a daily report be sufficient? **Answer:** Section 3.9.2 is deleted in its entirety and replaced with the following: If investigative coverage of a tasked investigation is not complete for any reason the ROI will provide a detailed explanation of all attempts to fulfill the coverage requirement. This reporting requirement includes unsuccessful attempts for all scoped and developed leads and does not waive the requirement to obtain or verify the lead through other sources.

45. **BPA Paragraph 3.10.2.1:** Will billing adjustments (i.e., waivers for negative case price incentives) be made when CBP causes the delay (i.e. waiting for telephonic approval or cancellations)? **Answer:** 1. Billing for cancellations will be based upon the cancellation date by CBP. However, if CBP delays the cancellation and the contractor incurs a disincentive based upon this delay, the disincentive will be waived. 2. RFQ Section 3.1: Delete sentence that reads: "Specifically, all record reviews and interviews will be conducted in person and not via databases or telephonically unless authorized by the CBP COTR." Add: Telephonic interviews do not require pre-approval by CBP; however, all investigators are cautioned of excessive telephonic use. Databases used by contractors, other than those listed in the OPM Handbook, for any part of the investigation will have pre-approval by CBP COTR.

46. **BPA Paragraph 3.13:** The last sentence of the paragraph states "This management, standards, and quality plan must be submitted with the contractor's proposal." If the elements of the plan are already addressed in our response, is it necessary to duplicate those elements in a stand-alone document? If a stand-alone document is still required, does it count against the 60-page limit for the technical volume, or can it be included as an attachment to the proposal? **Answer:** The plan can be included as an attachment and WILL NOT COUNT against the 60 page limit; however, the plan itself should be limited to 10 pages or less.

47. **Section 3.13.1** provides qualifications for the Program Manager. Will the government allow substitution of an Associates degree plus an additional ten years investigative (total 20) and an additional ten years (total 20) management experience for the bachelor's degree? **Answer:** Addition to Section 3.13.1.1. Or the Program Manager must have an associate's degree and have at least (14) years of combined security and investigative experience at the state and federal level and in addition at least ten (10) years of program management experience that demonstrates the ability to direct, execute, and control the performance of all work under this BPA.

48. BPA Enclosure 1, paragraph 3.13.1.1 (Program Manager Education/Experience), states, "The Program Manager must have a bachelor's degree and have at least 10 years of combined security and investigative experience at the state and federal level....**Question:** Will 10 or more years of local government law enforcement investigative experience also be considered as qualifying experience in addition to the required program management experience? **Answer:** No. see previous response that refers to 3.13.1.1

49. **BPA Paragraph 3.14:** Expenses for initial and periodic investigations of the BI contractor's personnel are not normally priced into a GSA Schedule or G&A rates. In general, the government bears the cost of BIs as a "cost of doing business," and does not bill them back to the performing contractors. Would CBP consider waiving this cost, in order to receive more competitive (i.e., lower) pricing from offerors? **Answer:** No

50. **BPA Paragraph 3.14:** What is the cost that CBP will charge the contractor for initial and periodic investigations for its personnel? If the cost increases in the contract option years, will the contractor be entitled to an equitable adjustment to its contract? **Answer:** Not applicable, as stated in the RFQ, costs for contractor personnel initial or periodic investigations will not be incurred by the CBP.

51. Section 3.14 indicates that the contractor will be responsible for all expenses incurred for investigations for its personnel. Can the government clarify the amount the contractor will be charged for these investigations? **Answer:** See previous response

52. **BPA Paragraph 3.14:** The RFQ states that the contractor will be responsible for the costs of the required initial or periodic reinvestigations for its personnel. Given that investigators work for multiple contractors on an "independent contractor" basis, and that the relative amount of work done for any specific BI contractor cannot be predicted or estimated, how will CBP determine which of the contractors is responsible for these costs for any particular investigator? If CBP plans to charge these costs to the contractor that first submits and credentials an investigator, this financially penalizes contractors that hold more credentialed investigators (i.e., the more investigators a contractor recruits and retains, the more costs they will be assessed). Contractors that do not recruit a large number of investigators, and merely use investigators who were already recruited/credentialed by other contractors, enjoy a financial benefit (i.e., they do not incur the investigation costs levied by CBP). In this scenario, the financial "reward" of success is actually a "punishment." How does the government intend to mitigate the inherent financial penalties incurred by a contractor that maintains a large, robust investigator force? **Answer:** CBP will not incur costs, nor be responsible for initial or periodic reinvestigations for contractor personnel. CBP will issue accountability of credentials from the initial request from the initial contractor and will allow investigators to support more than one contractor. Contractor hiring practices are not controlled by CBP. Additionally the contractor holding accountability of the credential will be responsible for timely periodic reinvestigations.

53. **BPA Paragraph, 3.14.1 and 3.3.2:** Are non-investigative staff required to have a completed and CBP-adjudicated/approved SSBI before they can begin work on the BPA, or can they begin work once the investigation is underway? Does this requirement only apply to investigative personnel and Investigative technicians? If existing contract non-investigative personnel are already working on a current CBP investigative contract under the old guidelines, can they be "grandfathered" into the new BPA, while their investigation is being completed? **Answer:** No, all contractor staff must have investigation completed prior to working on the CBP BPA. . However, non-investigative personnel who will be supporting this BPA, with pending investigations, may be submitted to CBP for initial approval to work pending completion of a favorable investigation.

54. **BPA Paragraph 3.14, Attachment 2, Clause SP.6C, Paragraph 4:** The RFQ states that the contractor will be responsible for all expenses incurred for initial and periodic investigations of its personnel. We assume that this requirement applies to investigative and non-investigative personnel that contractors submit for investigation. How much will the investigations cost, and how will the cost be credited to CBP? Will the government put an accounting system into place to track these expenses for accuracy? Who will be conducting these investigations? Is the deadline for these investigations 90 - 120 days? If the timeline on these investigations is not met, how much of the investigation's cost will the contractor be credited for the delays? **Answer:** See previous response. The contractor is responsible for all costs incurred for initial and periodic investigations of contractor personnel. SP 6C para 4 is referenced for personnel working on-site, and not for contractor personnel that will be supporting this RFQ. **Additional Clarification:** A DD 254 will be provided with this BPA. DISCO normally performs the single-scope background investigations for contractors supporting this BPA if the contractor has a Facility Clearance through DOD.

55. **Attachment 3** of the RFP provides a mechanism for pricing to include a discount from GSA schedule pricing. The GSA schedule discount methodology is geared toward volume discounts. Please provide the case volume minimums and maximums, to allow offerors to develop and propose a discount structure. **Answer:** CBP requires background investigations on CBP applicants, employees, and contractors performing sensitive work. CBP cannot provide a definitive number of these required background investigations; however, offerors are encouraged to provide discounted pricing from your GSA FSS contract. **Additional Clarification:** CBP estimates a minimum of 1,000 cases per year to be sent to each contractor. This is only an estimate and may increase or decrease based upon CBP's hiring initiatives, DHS requirements, and/or BPA or performance.

56. Can the Government clarify the price evaluation criteria? Because there are no quantities specified, it would appear the government is simply going to sum the price of 1 each of the individual products. Price comparison could be negatively impacted if contractors provided low prices for low volume investigation types resulting in what would appear to be a lower price. Will the government use some type of notional quantity weighting of investigative types? **Answer:** See response above.

57. Assuming award of a BPA to a contactor with a current CBP BI contract, will investigative personnel currently credentialed by CBP have to be re-credentialed or re-certified? **Answer:** If awarded to an incumbent, current credentialed investigator will not need to be re-credentialed, however the contractor will provide CBP with a report of their current credentialed investigators that they will maintain, along with the investigators that they do not want to retain accountability.

58. Do we understand correctly that the government may choose at its unilateral discretion among the successful offerors in assigning various types of cases? If this is correct, what is the basis upon which this determination will be made? **Answer:** See paragraph 4 of CBP letter: Request for Quotation: HSBP1009Q2139 and see SP.4 Ordering Procedures, and previous response.

59. CBP MBIs are to be completed according to the OPM manual, through inquiry. Will the contractor be allowed to conduct telephonic interviews on this type of case, instead of mailing an inquiry form to a source? **Answer:** MBI will be conducted in accordance with OPM Manual; inquiries will be conducted by the contractor, mail or electronic. Fax copies will be accepted if legible.

60. According to the Handbook, certain investigative products require written inquiries, e.g. MBI, PRI, etc. Will these inquiries be scheduled through OPM by CBP as part of the NAC process or will the contractor be expected to perform this function independently? **Answer:** No. See previous response.

61. Due to the nature of the change in scope and processes we respectfully request a 30 day extension. **Answer:** 1 week extension approved.

62. Incomplete Cases - The BPA appears to require a complicated tracking mechanism to "rebate" the government for incentives received for early delivery of a case, if the case is later determined to be incomplete. While we recognize that there must be a balance between timeliness and quality, we would suggest that the administrative process for both the government and contractor that would be required to process this type of "rebate" seems unnecessary. If a contractor is consistently delivering cases early to earn an incentive, and develops an adverse trend of also requiring excessive rework, the government has other administrative means for remedy (including termination of the contract). We request that this requirement be removed. **Answer:** Requirement has been reviewed, and at this time, it will remain as stated.

63. Please provide quantities for calculation of total prices on Enclosure 2. **Answer:** You are to quote on a basis of one investigation per category.

64. **BPA Paragraph 3.1:** The RFQ states, "Specifically, all Record reviews and interviews will be conducted in person and not via databases or telephonically unless authorized by the CBP COTR." According to information in OPM Handbook Section 3.3.2 - 3.3.13, every case type includes at least one lead which is to be conducted as an Inquiry. What are the guidelines for completing Inquiry leads? **Answer:** Guidelines for completing inquiry leads are as defined in the OPM Handbook, 2.1.3. **Additional Clarification:** If no response to an Inquiry, the contractor is to conduct a P or R to obtain coverage from the same source.

65. **Enclosure 1, Exhibit A:** According to Section 3.1.3.11 of the OPM Handbook (page 2-33) "No Response to an Inquiry When an Inquiry is not responded to, or the response raises issues requiring follow-up, FIPC may schedule a new P or R item for you to conduct from the same person." Will this be a separate fee for task, or added to the initial investigation? **Answer:** This will be part of the initial investigation.

66. **Enclosure 1, Exhibit A:** According to Section 2.4.1 of the OPM Handbook, an OFI 16-A is required for alcohol treatment, drug treatment, any financial issues (i.e. checks with Creditor, Credit counselors, Trustee, Taxing

agencies, etc.), and other areas of concern, as specified in the handbook. Will a copy of the OFI 16-A specific release be provided at the onset of the BPA for distribution as needed? **Answer:** Yes, CBP will provide the form.

67. **Enclosure 1, Exhibit A:** According to Section 3.2.3.1 of the OPM Handbook, regarding self employment, "Self Employment may be scheduled by PIPS to the residence item location if the unemployment occurred during the coverage period of the residence item. However, if the self employment occurred outside of the residence coverage period, an additional residence item is scheduled outside of the general residence coverage period to cover the self employment." Will additional residency coverage requirements, beyond standard residence requirements, for self employment be specifically requested by CBP when necessary? **Answer:** CBP will not require additional coverage other that what is requested in the OPM Handbook or as stated in this RFQ.

68. **Enclosure 1, Exhibit A:** According to Section 3.2.3.1 of the OPM Handbook, regarding unemployment, "Unemployment may be scheduled by PIPS to the residence item location if the unemployment occurred during the coverage period of the residence item. However, if the unemployment occurred outside of the residence coverage period, an additional residence item is scheduled outside of the general residence coverage period to cover the unemployment." Will additional residency coverage requirements, beyond standard residence requirements, for unemployment be specifically requested by CBP when necessary? **Answer:** CBP will not require additional coverage other that what is requested in the OPM Handbook or as stated in this RFQ.

69. **Enclosure 1, Exhibit A:** According to Section 3.2.3.1 of the OPM Handbook, regarding overseas coverage, "To the extent practicable and warranted by the investigative findings, meeting the investigative standards should be accomplished through records and sources located within the United States." If proper coverage cannot be obtained stateside for overseas activities, would this need to be advised in advance, like any other lead deficiency? **Answer:** For all cases involving overseas leads, notification to the CBP COTR is required as the lead is developed. The contractor is to conduct collateral verification of the overseas activity as directed in the OPM Handbook section 3.2.3.1. The CBP COTR does not need to be notified of unobtainable leads; however the ROI shall document attempts to obtain stateside coverage for the overseas lead.

70. **Enclosure 1, Exhibit A:** According to Section 3.2.3.1 of the OPM Handbook, regarding overseas activities, "If you cannot identify an adequate number of stateside sources, you must attempt to obtain names and telephone number of sources overseas, preferably at the location of the activity requiring coverage." When contact information is obtained for overseas sources, does this information need to be provided in advance of the case's completion, or can it be provided within the final ROI? If overseas sources cannot be identified as required, does this also need to be reported in advance, as a lead deficiency? **Answer:** This contact information does not need to be provided in advance, and can be reported in ROI. Overseas sources that cannot be identified as required, does not require notification to the CBP COTR, but should be documented as directed by the OPM Handbook in the final ROI.

71. **Enclosure 1, Exhibit A:** According to Section 3.2.4 of the OPM Handbook, for Employment and Educational activities of greater than 2 years in duration, investigators should strive to obtain additional sources. "In general, no more that 5 sources at one activity unless additional sources are needed to resolve issues or to provide collective coverage of an activities duration." For Employment and Educational activities of greater than two years in duration, where no issues exist, would the maximum number of references that would be required to meet collective coverage be five? Would it be correct to say that if issues did exist, or collective coverage could not be obtained, the number of references required could expand significantly, until the issue is properly covered, or collective coverage is obtained? **Answers:** Yes if no issues exist, per OPM Handbook section 3.2.4 no more than 5 sources at one activity. Yes per OPM Handbook section 3.2.4. **Additional Clarification:** Other than what is provided in the OPM Handbook 3.2.4, CBP cannot provide additional clarification on a number of sources as acceptable, source requirements are on a case-by-case basis.

72. **Enclosure 1, Exhibit A:** According to Section 3.2.4 of the OPM Handbook, "If a SUBJECT has been employed by one employer, but at different location, cover each location as a separate employment." The only exception to this is military duty location. If a CBP employee undergoing a SSBI had worked at three different duty stations for greater than two years within the last eight years, and no issues existed at any of the locations, would the maximum number of references required in order to meet collective coverage would be 15? Would it be correct to say that if issues did exist, or collective coverage could not be obtained through five references at each location, the number of references required could expand significantly, until the issues is properly covered, or collective coverage is

obtained? **Answers:** Yes, this includes CBP employees, which could be a maximum of 15 for sample situation above of 3 different duty stations. Yes.

73. **Enclosure 1, Exhibit A:** Section 3.2.5 of the OPM Handbook provides guidelines for contact methods and acceptable conditions for telephone interviews and records searchers by phone. Are there any parts of section 3.2.5. of the OPM manual, regarding Acceptable conditions for telephone Interviews, that are acceptable, or not overridden by Section 3.1 of the RFQ? **Answer:** See previous response, RFQ Section 3.1: Delete sentence that reads: "Specifically, all record reviews and interviews will be conducted in person and not via databases or telephonically unless authorized by the CBP COTR" Add: Telephonic interviews do not require pre-approval by CBP, however all investigators are cautioned about excessive telephonic use. Databases used by contractors, other than those listed in the OPM Handbook, for any part of the investigation will have pre-approval by CBP COTR. **Additional Clarification**: The OPM Handbook does have a list of approved databases, however services referenced in the handbook, such as Work Number for Everyone, as listed in section 5.1.2 is acceptable for Employment Verification only if conditions are met and followed in accordance with the Handbook.

74. **Enclosure 1, Exhibit A:** According to Section 3.3.4.2 of the OPM Handbook, "If during the course of PPR field work you develop information related to any of the triggers noted above, you must immediately notify the FIPC by phone and case message." How long after we inform you of positive triggers developed during our field work will we be notified to expand the Phased PR to SSBI-BI coverage? **Answer:** If during the course of any PPR field work, information relative to any of the triggers listed in the OPM Handbook section 3.3.4.2 are developed, the contractor is to notify the CBP COTR immediately and begin the full SSBI-PR unless otherwise directed by the CBP COTR.

75. **Enclosure 1, Exhibit A:** According to Section 3.3.8.1 of the OPM Handbook, part-time employment only requires coverage when it is the primary activity; in addition only record coverage is required for education when it is not the primary activity. On a BI, if the SUBJECT has both part-time employment and part-time educations at the same time, which is considered the "Primary Activity?" **Answer:** In this case, both are considered as primary.

76. **Enclosure 1, Exhibit A:** According to Section 3.3.10.1 of the OPM Handbook, "Inquiries are scheduled to cover primary activities, listed references, and law checks during the coverage period." If two part-time activities occur at the same time, which is the "primary activity?" **Answer:** In this case, both are considered as primary.

77. **Enclosure 1, Exhibit A:** According to Section 3.3.13.1 of the OPM Handbook, regarding BGI and SGI cases, "When an agency requests to schedule an upgrade investigation and the SII/DCII search identifies a previous case within the coverage period of the current investigation, schedule a new case pending receipt of the previously completed case. When received, review the previously competed case and send case massages to the field to modify the current case coverage." Per guidance in the OPM manual when a BGI or SGI case is scheduled, we are to review the prior case to modify required coverage. Will the contactor receive a copy of the prior case, along with the BGI/SGI case documents, so proper coverage can be determined? If a copy of the prior case will not be provided, will CBP provide guidance on the appropriate coverage required for each of these cases, along with the case cover sheet? **Answer:** The prior case will not be delivered to the contractor. The contractor will be provided with the date of the prior investigation and all coverage will begin from this date. Any additional guidance will be provided on the case cover sheet. **Additional Clarification:** CBP will provide written clarification as needed to all contractors.

78. **Question**: What is the turn-around rate for reciprocity for clearances on individuals currently holding DoD TS and DoD Secret clearances? **Answer:** CBP is unclear of the question. If it refers to section 3.14 and 3.14.1. CBP will provide approval of request for personnel to support this BPA as expeditiously as possible.

79. **Question**: Does this BPA fall within the Wage Determination Act? **Answer:** CBP's RFQ does not fall within the Wage Determination Act, however contractor is responsible for following all FLSA and other regulations if so directed by their GSA schedule.

80. **RFQ** 3.8.2.2 CBP Background Investigation Personal Interview: Will contract personnel be authorized to take sworn statements from applicants? **Answer:** No. Guidance is provided in the BIPI and the OPM Handbook for contract investigators to administer an unsworn testimony (with no raised hands).

81. **RFQ** 3.2.1 Investigative Technician (IT) and 3.2.2 General Investigator (GI): Will the contractor be reimbursed for training expenses (e.g., travel) for ITs and GIs? **Answer:** No.

82. Will the Government provide the "approved" training courses? **Answer:** No.

83. 3.1 General Program Requirements, "CBP will perform all credit checks.": Will the CBP forward the results of the credit check to the contractor for use in the investigation? **Answer:** Yes. The credit report will be forwarded with the case package to the contractor.

84. 3.3 Credentials: Does the CBP have a "standard" credential holder/case? If so, will the Government provide it to the contractor? **Answer:** No, the credential case holder will not be provided by CBP.

85. Our assumption is that the interview and record check worksheets provided in the reading room with the ROI were intended as guidelines for the investigators and not as documents to be completed by the investigator and submitted as part of the ROI. Can the government confirm this assumption? **Answer:** The worksheets provided, are to be used for uniform note taking, and should be completed, and dated by the investigators. The questionnaires do not need to be provided with the ROI.

86. Will investigators be issued credentials to conduct other DHS Organizational Element BIs or will CBP credentials be used for all? **Answer:** Credentials will be issued to conduct all background investigations requested under this BPA, to include CBP and other DHS Organizational Elements.

87. Attachment 1 (Proposal/Evaluation Instructions), reference is made to Enclosures 1-4. They are stated to be "Proposal requirement attachments..." **Question:** Are these actually attachments or are they required parts of proposal Volume 1 and Volume 2 per Attachment 1 instructions paragraphs 1.5.2 and 1.6? **Answer:** Parts of the proposal

88. Attachment 1, paragraph 1.5 (Proposal Preparation), indicates that page numbering of each volume is to be consecutive. **Question:** Should this be the case for only those inclusions that contribute to page count? Example, Volume 1 is made up of enclosures that both contribute to and do not contribute to page count, thus complicating consecutive page numbering across subsections of the volume. **Answer:** Number only those inclusions that contribute to page count.

89. Attachment 1, paragraph 1.5.1 (Cover Sheet a-i). **Question:** Should this item be the cover page for each volume or the first page of each volume's front matter, e.g., appearing first before a transmittal letter, TOC, and compliance matrix? **Answer:** Only the cover page

90. Attachment 1, paragraph 1.5.2, (Volume 1 Technical), states, "The Technical Proposal shall address each of the task areas of the BPA... No pricing data shall be submitted in this Volume." **Question:** Since BPA Section 3.10 Pricing Conditions, page 37, is a task item in the BPA, where should it be addressed if not in Volume 1? **Answer:** Section 3.10 requires only that the offeror confirm that they understand and agree to the Pricing Conditions. No dollar values are to be submitted in response to this section.

91. Attachment 1, paragraph 1.5.2.1 (Technical Approach), states, "The consultant and subcontractor agreements and letters of intent are to be scanned and submitted electronically as pdf files." **Question:** Does CBP's I.T. system have a size limit on incoming attachments? We estimate that due to the number of investigators currently holding CBP credentials and the page count of each consultant agreement that the electronic pdf file may exceed 30 gigabytes. Will CBP accept one copy of an investigator consulting agreement as an example? **Answer:** See previous response.

92. BPA Enclosure 1, Sections 3.2.1.2 and 3.2.2.2, Experience: "The contractor will provide all new (IT's/investigators) with 80 hours of field investigative mentoring." **Question:** Respectfully request that the Government remove this requirement from the solicitation. Since this requirement is not part of services provided or included in the price basis for the GSA schedule, it places an undue burden on the contractor to perform this additional requirement within their GSA schedule rates. **Answer:** See previous response. In addition CBP requires training as part of the normal ongoing process of investigative services.

93. BPA Enclosure, 1 paragraph 3.4 (Required Procedures for Reporting the Loss or Compromise of Case Materials), last paragraph states, "In addition, upon the subject's request, the contractor will also provide the subject with free copies (maximum 4) of the subject's credit report for a period of up to one year from the date of notification [of personal information loss]." **Question 1:** Since CBP has responsibility to provide subject's credit report at time of case assignment to the contractor, will subject be required to provide an updated signed release to the contractor authorizing the contractor's access to subject's credit report? **Answer:** Yes, contractor will be responsible for obtaining subject's updated release. **Question 2:** Also, this requirement may violate rules, regulations, and/or laws governing release of credit report information obtained in support of this BPA to a third party (subject). Will CBP assume liability for any financial, criminal or civil action brought against the contractor? **Answer:** No. It is the responsibility of the contractor of loss or compromise of case materials and the contractor will obtain approval from subject. Subject has option to refuse.

94. BPA Enclosure 1, Section 3.7.2, Case Retention: "Contractors are required to retain all case related materials, including the investigator's notes, for a period of one year from the date the case is closed. This includes all investigator notes (electronic and paper). "**Question:** Can the contractor convert the paper notes into an electronic file once the case is closed? **Answer:** Yes, but the contractor must ensure all paper notes are in a readable format and all documentation/notes are accounted for.

95. BPA Enclosure 1, paragraph 3.7.9, states, "A DD Form 254 will be required for this BPA upon award. **Question/Clarification:** Will CBP supply a DD Form 254 for the one investigator that is required to have a TS Security clearance from DISCO? **Answer:** A DD Form 254 will be issued to the contract company, not to one investigator.

96. BPA Enclosure 1, Section 3.10, Pricing Conditions, second paragraph: "The contractor shall incur all costs associated with the delivery and receipt of all case materials." **Question:** If FedEx or UPS is used as an approved method, will CBP approve the necessary paperwork for the contractor to receive the Government rate? **Answer:** Yes, CBP will approve the necessary paperwork.

97. BPA Enclosure 1, Section 3.11.2, Contractor Training Program: "The contractor training program must be submitted with the proposal and is subject to the approval of CBP." **Question 1:** Will CBP release the BIPI and report writing guide in hard copy to the bidders so that a comprehensive training plan can be developed and submitted with the solicitation? **Answer:** No, this documentation will be provided upon BPA award, however refer to previous response of acceptance of syllabus.

98. What must be included in the training curriculum; e.g., Handbook requirements, classroom, report writing, role-play, exercises, mentoring? **Answer:** See previous response

99. Will CBP approve/disapprove submitted training program proposals timely, within 30 days of BPA award? **Answer:** Yes, see previous response for acceptance of syllabus.

100. No guidance is indicated as to where to place this item in the proposal, nor if it contributes to page count. **Answer:** A complete plan is not required, see previous response for acceptance of syllabus and will not count toward page count.

101. Paragraph 3.13 (Management Support), requires submission of a management, standards, and quality plan with the contractor's proposal. Question: Is this management plan included in the BPA page count and where in the proposal should it appear if other than in 3.13 of the BPA? **Answer:** Management plan can be a separate document of no more than 10 pages and will NOT count against the 60 page limit.

102. BPA Enclosure 1, Section 3.14, Personnel: "The contractor must have one investigator that holds a top secret clearance, granted by DISCO, available on an as needed basis." Question: Is it the Government's intent that the Contractor is restricted to only one investigator with a Top Secret Clearance adjudicated by DSS and maintained in JPAS while all other employees will be adjudicated by CBP and records will be maintained by their security department? **Answer:** No, contractor is not restricted to only one investigator with as TS. See previous response. **Additional Clarification:** CBP will not adjudicate, the agency completing the SSBI or periodic re-investigation will adjudicate.

103. BPA Enclosure 1, paragraph 3.14 (Personnel): "The Contractor will be responsible of all expenses incurred for initial or periodic investigations. The Contractor will also be responsible to ensure that all personnel maintain a current favorable single scope background investigation at all times during work on this BPA." **Question:** If CBP adjudicates personnel clearances, who is responsible for the investigation and what costs are associated with the adjudication? **Answer:** CBP does not adjudicate, CBP approves personnel to work on the BPA and the contractor is responsible for all costs incurred. See previous response. **Additional Clarification**: CBP will not adjudicate, the agency completing the SSBI or periodic re-investigation will adjudicate.

104. BPA Enclosure 1, paragraph 3.15.1 (Government Quality Assurance), states, "The government reserves the right to require all investigative personnel to submit to a Standards and evaluation Ride-along." **Question 1:** If the investigator is involved in a traffic accident during a Ride-along activity and the Government representative is injured, will the Government waive civil suit against the investigator? **Answer:** Contractor personnel may request ride-along personnel to sign a waiver. The Government will not waive the right since it is DOJ's option to sue. We will not indemnify the contractor in any case for injuries to our employees during a ride along.

105. What standard/requirement will the Government use to evaluate the investigator? **Answer:** CBP will use standards as referenced in the OPM Handbook and guidelines referenced in this RFQ.

106. Should the contractor submit a security plan as an attachment or should it be included in a specific section within Volume 1? If so, will it be included in the page count? **Answer:** As an Attachment, no more than 7 pages. **Additional Clarification:** A security plan is not required.

107. **Question**: Most police departments now restrict their record searches to law enforcement personnel. May the contractor utilize commercial databases to search for records of arrests and civil court actions? **Answer:** Law Enforcement Checks will be conducted in accordance with the OPM Handbook. If additional direction or access requests are required, it will be provided by the CBP COTR.

108. RFQ Reference: CBP Report Writing Guide. **Question**: If Subject declines to be interviewed, the investigator should ask at least three questions from the BIPI. May they chose the three questions, or are the three questions chosen by CBP? **Answer:** This is not referenced in the Report Writing Guide but is referenced on the BIPI. Delete the statement: "Ask at least three questions from the BIPI." Add: "Notify the CBP COTR of subject's refusal."

109. **Question**: May the investigator/contractor fax a release to the Subject's pervious/current employer's Human Resources Office (HRO), when the record is only required, and the HRO request that the record be obtained in this manner? **Answer:** Record information must be obtained in accordance with OPM Handbook, see section 5.1 Any limitation regarding an employer's policy on record review should be reported in the ROI and full identify of the record holder that provided the information.

110. Attachment 1, Proposal/Evaluation Instructions, Section 1.5.2.3, Corporate/Relevant Management Experience (Enclosure 4). **Question:** Item number three states the following: 3) The offerors shall provide a. the number of full-time and part-time personnel (field consultants included) that will be available to: begin work immediately ii. begin work in two weeks (this provides for new hires to give their current employers a two-week notice iii. after 30 days total time to achieve a full work force. For clarity and consistency, we propose that the details regarding the offeror's proposed personnel for this effort should be required in the response to Section 2.2, Technical and Management Approach, subsection c) Personnel/Resumes (pg. 8 of Attachment 1 of the solicitation). and not in the Corporate/Relevant Management Experience section. **Answer:** CBP concurs.

111. Attachment 1, Proposal/Evaluation Instructions, Section SP.6 E, Separation Procedures. **Question:** "Separation Procedures" references Customs Form 242. Is the contractor required to obtain the form referenced from both contractor employees and field investigators upon separation with the contractor and provide to CBP? If so, will the form be provided to the contractor upon notification of separation, or in advance for the contractor to distribute for response, as needed. **Answer:** See previous response.

112. Enclosure 1, Statement of Work, Section 3.1, General Requirements. **Question:** This section references the need for offerors to be able to download and upload cases electronically. Is this process going to be implemented upon BPA award? Please provide the format generated by the CBP systems. Are offerors going to be submitting completed cases electronically, via FedEx, or both? **Answer:** See previous response

113. Enclosure 1, Statement of Work, Sections 3.1 and 3.9.3, Reporting Sources of Information. **Question:** We currently are using several databases in conducting our CBP leads. Do we need to get new approval for these databases from the COTR or are they already considered approved because CBP is aware of their usage? **Answer:** You will need to get new approval if they are not in accordance with the OPM Handbook or this RFQ. **Additional Clarification:** The OPM Handbook does not have a list of approved databases, however services referenced in the handbook, such as Work Number for Everyone, as listed in section 5.1.2 is acceptable for Employment Verification only if conditions are met and followed in accordance with the Handbook. All other databases are not approved for use on this BPA.

114. Enclosure 1, Statement of Work, Section 3.2.2.2, Experience. **Question:** Regarding the "GI Experience Requirements" section, please clarify the contractor field investigator experience requirements. Is a contract field investigator, a non-employee of Contractor, required to have both 80 hours training and three years experience at a local, State, military, Federal law enforcement, or Federal agency? Is this training requirement applicable only to new investigators who have never held Federal credentials to conduct personnel security investigations? Is the only exception to the training requirement if the GI has three years of Federal background investigation experience? **Answer:** See previous response.

115. Enclosure 1, Statement of Work, Section 3.3, Credentials. **Question:** The "Credentials" section states misuse of credentials shall be considered a violation of law and may be cause for default under the BPA. Please clarify the following statement: "The contractor understands and agrees that if it knows..." If the contractor becomes aware of an investigator misusing his or her credential and the contractor reports the misuse to CBP according to the reporting requirements stated in the RFQ, is the contractor still considered at risk for BPA default? **Answer:** No.

116. Enclosure 1, Statement of Work, Section 3.5.5, Incident Reports. **Question:** "The Government shall not be liable for actions of contractor personnel performing work under this BPA." What is the contractor's liability? **Answer:** If a contract investigator acts outside the limits of this BPA or national security policies and procedures, the contract company and/or the contract investigator will be liable for any legal actions and costs brought against the Government. The contractor will be liable for their own employees' actions.

117. Enclosure 1, Statement of Work, Section 3.5.5.3, Reimbursement. **Question:** What are the "costs" incurred by CBP due to negligence or misconduct by a contractor's employee, subcontractors, consultants, or other contractor personnel? Please provide examples and estimated amounts? **Answer:** Examples include but are not limited to the miscoding of NACS (estimated cost $3,000+) and any legal fees incurred due to the negligence of the contractor (cost unknown).

118. Enclosure 1, Statement of Work, Section 3.7.5, Derogatory Information. **Question:** The requirement listed under this section is as follows: A completed, compiled investigation or any portion of an investigation must be double enveloped with the inner envelope bearing the following information when transmitted by mail: CBP, Personnel Security Division COTR, Ronald Reagan Building, Room 8.4D, "TO BE OPENED BY ADDRESSEE ONLY." This requirement does not seem to correlate with the section heading "Derogatory Information." Can the Government please clarify what is required to be included in this section? **Answer:** See previous response

119. Enclosure 1, Statement of Work, Section 3.9.2, Incomplete Leads. **Question:** This section requires the contractor to notify the CBP COTR via email for unsuccessful lead coverage prior to closing the case. Does CBP want an email after each investigator has completed his or her portion of the case, or does CBP want them sent as soon as they are received knowing that there could be more than one (unsuccessful lead notice). **Answer:** See previous response

120. Enclosure 1, Statement of Work, Section 3.10.2.1, Base Case Types. **Question:** Will the Government consider a "balanced" incentive/disincentive plan, such as the one currently in place? For example: Based on the receipt of the completed ROI at the 40 calendar day mark, the following incentives/disincentives will be applied:
    a. 26 calendar days 20% incentive of the case base price
    b. 26 - 35 calendar days 10% incentive of the case base price
    c. 36 - 40 calendar days Full base price
    d. 41 - 50 calendar days 10% disincentive of the case base price
    e. 51 calendar days or more 20% disincentive of the case base price.

Answer: No. Pricing will remain as stated.

121. Enclosure 1, Statement of Work, Section 3.14, Personnel. **Question:** "Personnel" states, "The contractor must have **one** investigator that holds a top secret clearance, granted by DISCO." The opening statement of this section refers to all personnel, to include the Program Manager, performing under this BPA. Throughout the remaining RFQ, the clearance requirement for personnel and investigators is stated as "a favorably completed SSBI." The RFQ does not state if "favorably completed" includes adjudication of the SSBI or a specific clearance level for eligibility (Secret/Top Secret). Is the SSBI required to be adjudicated for all personnel and field investigators, if so, what is the clearance level required and what is the period of scope of the investigation? **Answer:** Contractor is only required to provide one person with a TS clearance; all other will have a favorably completed SSBI and will have approval of CBP. See previous responses. **Additional Clarification:** Except for the 1 person with a TS clearance, all other will have a favorably completed SSBI; clearances are not required for these individuals. In order for these individuals to have a favorably completed SSBI, they will have to be adjudicated, which CBP will not adjudicate. CBP will provide approval for all personnel.

122. Page 21, Section 2.0 of the BPA states that "All investigators are to follow the July 23, 2007 version of the OPM Investigator's Handbook or future versions. This Handbook is intended for use by all persons conducting investigations under the authority of OPM or its designee..." Page 23, Section 3.1 states that the standards, leads, and execution of leads required under this BPA are defined in the Handbook, Presidential Executive Order 10450, CFR 731, and 5CFR 732. **Question**: If there is a contradiction in guidance, are investigators to follow the Handbook or the DSS Report Guide? **Answer:** Investigators are to follow instructions as stated in this RFQ. The CBP Report Writing Guide provides the format and guidance for the ROI. If a contradiction arises, clarification will be given from the CBP COTR.

123. Page 3, 1.5.2.1 states that the contractor must provide proof that they have investigators employed, have letters of intent to employ upon BPA award, or have subcontractor agreements when combined, that will total the required minimum of 500 investigators who meet the qualification standards to hold CBP Credentials. Page 40, 3.14.3 of the BPA states that "Each offeror is required to complete the Microsoft Excel spreadsheet listing the Investigator's name, address, last 4 digits of the social security number, type of agreement i.e. employee -full or part-time subcontractor - with subcontract number and/or consultant information - copy of consulting agreement and geographic location of coverage." Page 3, 1.5.2.1 of the Instructions states that "Each offeror is required to provide the information on the Microsoft Excel spreadsheet (Attachment 4) listing the investigator's name, address, last 4 digits of the social security number, type of agreement i.e. employee -full or part-time, subcontractor - with subcontract number, and/or consultant agreement number with their proposals... The consultant and subcontractor agreements and letters of intent are to be scanned and submitted electronically as pdf files." Each of our consultant agreements is 20 pages, and providing 500 of these may create problems with size maximums and submission issues, in addition to the large volume of paperwork that the government would have to read through for each investigator. **Question:** Does the Government want 500- 20 page consultant agreements, or will letters of intent to remain with the current contractor suffice? **Answer:** See previous response

124. **Question**: The RFQ states that the spreadsheet is not to be counted toward the page limit of the Technical Volume, but is the spreadsheet to be submitted as an embedded file within the Technical Volume, or as a separate attachment? **Answer:** Separate Attachment

125. **Question**: Is the cover page counted against the page count? **Answer:** No

126. Page 3, 1.5.2 of the Instructions states that the Technical Volume has a maximum page count of 60 pages, excluding resumes, performance and corporate experience questionnaires. **Question**: Does this mean that the 3 past performance citations that each offeror is to provide in their response does not count against page count, or is this referencing the past performance questionnaires? If this references the questionnaires, is it the intent of the Government for the questionnaires to be submitted by customers directly to the government or included in the technical response? **Answer:** Past Performance and Corporate Questionnaires are not part of the page count. Instructions for submittal are provided in the RFQ

127. Page 5, 1.5.2.3 of the Instructions states that the Corporate Experience narrative shall be submitted as an attachment. **Question:** Is this to be submitted as an attachment that is separate from the technical volume? Is this

narrative to be counted toward the 60 page limit, or is it a separate document with its own 10 page limit? **Answer:** Separate document with a 10 page limit. **Additional Clarification:** Corporate Experience narrative, (10 page limit) does not count toward 60 page limit.

128. Page 5, 1.5.2.3 of the Instructions states that the offeror is to complete Enclosure 4, Corporate Experience. **Question:** Is this to be submitted as a separate attachment to the technical volume, or would the government like these worksheets to be incorporated into the technical volume? **Question:** Is Enclosure 4 to be counted toward the 60 page limit of the technical proposal? **Answer:** Separate document. See previous response.

129. **Question:** Are the written citations of our past performance referenced in section 1.5.2.2 of the Instructions to be counted toward the 60 page limit? **Question:** Additionally, is there a page limit assigned to this section? **Answer:** See previous response

130. Page 40, 3.14.1 of the BPA states that ". . . personnel supporting this BPA must be approved by CBP, prior to commencement of work. Upon award of the BPA, the contractors will provide CBP with a list of all proposed employees that will be supporting this BPA..." **Question:** Does this pertain to all staff including support staff within the program management office or only to offerors investigators? **Answer:** All staff.

131. Additionally, page 13 of Attachment 2 states that "A Contract employee shall not begin working under the contract until the entire SSBI is completed with approval from CBP...The Contractor shall submit within 10 working days after award of this BPA a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation." **Question:** Is this also a requirement for all support staff within the PMO, or just contractor investigators working in the field? **Answer:** All staff

132. **Question:** Is it the intent of the Government for each offeror to provide 3 Past Performance citations as well as 4 Corporate Experience citations? **Answer:** Yes, if applicable.

133. There are types of investigations for which CBP has requested each offeror to propose a price that may not be on each offeror's schedule. Section 2.2 of the BPA states that "if a category of background investigations listed in Enclosure 2 is not part of the offerors schedule pricing, that information must be clearly pointed out in the offeror's proposal and it is recommended that the offeror request that the GSA Contracting Officer add those categories of labor that are not part of the vendor's GSA FSS." **Question:** As there might not be enough time for the GSA Contracting Officer to add these investigation types to each offerors schedule prior to the proposal submission deadline, how would the Government like each offeror to proceed with pricing these items? Do we provide our pricing based on what we have requested GSA add to our Schedule, or do we highlight the types that are not on our Schedule and provide pricing after award? **Answer:** The GSA is aware of this solicitation. You are to submit those rates that you have requested the GSA to approve/add to your GSA Schedule.

134. Page 24, Section 3.1 states that the contractor must have the capacity of accepting case papers in an electronic format, compatible with CBP systems and have the capacity to download/upload cases? **Question:** What are the requirements or specifications of this system/portal? **Answer:** See Previous Response.

135. The BPA contains two additional document requirements that do not appear in the Evaluation Criteria. They are:
BPA 3.11.2, Contractor Training Program, which requires the contractor to design a training curriculum with clearly defined and stated objectives for the IT and GI positions. The contractor is instructed to submit this Training Program with the proposal.
BPA 3.13, Management Support, which requires the Contractor to develop an overall management, standard, and quality plan with a series of specific requirements, which also is to be submitted with the proposal.
Question: Are these two documents to be submitted separately from the Technical Proposal, or are they internal sections of the Technical Proposal and subject to the 60-page limitation? **Answer:** See previous responses.

136. If the SF-86 and BIPI are arranged in different order, and the BIPI does not incorporate all aspects of the SF-86, the investigator must cover the BIPI, and then cover the SF-86 per the OPM Handbook. This will require a significant amount of time to complete each Subject interview. **Question:** Can the BIPI be arranged to flow with and cover all aspects of the SF-86? **Answer:** CBP has recently changed the BIPI to follow the questions on the SF 86. **Additional Clarification:** If the older version of the SF86 is used, the BIPI, as provided by CBP, will still be required to be completed.

137. **Question:** Is there a document similar to the BIPI that CBP would like investigators to use when conducting source interviews? **Answer:** No, there are no other documents other than what is provided in the OPM Handbook, this RFP and the reading room. If so, can CBP please provide prior to proposal submission so offerors can evaluate it? **Answer:** Not applicable.

138. **Question:** Are there exceptions to conducting LACs or Record Checks in person? **Question:** Are there any sites that have been approved for electronic query by CBP? If so, can CBP provide a list of them to offerors? **Answer:** See previous response

139. The OPM Handbook references case messages and PIPs. **Question:** How does CBP intend to handle case messages and PIPs transmissions? **Answer:** See previous responses

140. **Question:** What is considered a reasonable amount of time for a deficient case to be returned to the contractor for rework? When does the clock start for disincentives for reworked cases? **Answer:** See previous response and RFQ section 3.6.1.

141. Chapter 3.4 The OPM Handbook states that an investigator will not initiate a SPIN, but Section 3.8.2.4 of the RFQ implies that investigators will confront the subject regarding his/her failure to provide information and resolve discrepancies and inconsistencies, indicating that CBP wants investigators to initiate SPINs. **Question:** Please clarify whether offerors are to follow the OPM Handbook, or whether investigators are to initiate and conduct SPINs. **Question:** What is the payment schedule for conducting SPINs? **Question:** How would CBP like offerors to price these items? **Answers:** See RFQ section 3.8.2.4. If information is developed that meets the SPIN criteria, offerors are required to obtain all details and resolve any discrepancies and inconsistencies regarding the issue and report in the ROI. See RFQ section 3.1 regarding adherence to OPM Handbook and exceptions noted in BPA. This is not separately priced and should be considered in your case pricing. **Additional Clarification:** A written statement is not required from the subject; however all responses to questions listed in considerations must be reported. The SPIN is to be reported in the ROI. However, the contractor is cautioned that an additional interview of the subject requires conformance to OPM Handbook section 4.3.

142. BPA section 3.7.9 states that a DD 254 will be required for this BPA. **Question:** What level clearance will be issued with the DD254? **Answer:** Top Secret

143. **Question:** Will CBP acknowledge an Interim Top Secret as an acceptable condition for credentialing an investigator? **Answer:** CBP will accept an interim Top Secret for the one person required to hold a TS. **Additional Clarification:** All contractor employees, except for the 1 required TS, will be need to be adjudicated (not by CBP) for suitability purposes, not for a clearance.

144. Page 3, 1.5.2, Page 40, 3.14.3, and Page 3, 1.5.2.1 state the offeror must have 500 investigators available. 1.5.2.3, Para (3) states that offerors must provide a plan to achieve a full work-force. **Question:** Do the 500 investigators need to be available to work on Day One of BPA award, or is there a ramp-up timeline that is allowable? **Answer:** Section 1.5.2.1 Offeror must provide proof ....that will total the required minimum of 500 investigators. These 500 investigators are not required for work on day one, but offeror needs to respond to 1.5.2.3 (3).

145. Chapter 3.3.3.1 of the OPM Handbook states that inquiries are to be conducted by OPM. **Question:** Will inquiries be conducted by CBP? If so, how are those items covered and reported to vendors? **Answer:** See previous response.

146. Section 3.2.1.2 and 3.2.2.2 state that mentoring will be provided for "new" Investigative Technicians and General Investigators, however the requirement for an Investigative Technician is an associates degree plus 3 years of investigative experience or 7 years of investigative experience, and the requirements for a General Investigator is a bachelors degree and training course or 3 years of investigative experience. **Question:** If the Investigative Technicians and General Investigators have a minimum experience requirement of 3 years, what does CBP mean by "new" Investigative Technicians and General Investigators as it relates to the mentoring program? **Answer:** See previous response

147. Page 3, Section 1.5.2 states "VOLUME I - Technical (Maximum of 60 pages excluding resumes, performance and corporate experience questionnaires)"**Question:** . However, page 5, Section 1.5.2.3 Corporate/Relevant

Management Experience, eludes to the fact that this section is an attachment. **Question:** May we assume that both the Past Performance and Corporate Experience sections are excluded from the Technical volume page limits? Please clarify the structure of the proposal. **Answer:** Yes, see previous response. **Additional Clarification:** Past Performance and Corporate Experience sections DO NOT COUNT against the 60 page limit.

148. Attachment 2 - Pg 12 SP. 4 Ordering Procedures: "Successful offerors will provide priority to cases assigned by the CBP COTR over cases assigned by other DHS components." **Question:** Will the contractor be granted extensions for the completion of the DHS cases? **Answer:** No. Will disincentives apply if the DHS cases go over 40 days while we are working CBP cases? **Answer:** Yes. Pricing applies to all cases sent to the offeror.

149. Pg. 26, 3.3 Credentials. **Question:** Are CBP credentials to be used to conduct the field work for DHS Headquarters and Coast Guard investigations, or will these investigations require separate credentials? **Answer:** All Cases assigned under this BPA will use CBP Credentials.

150. Pg 29 3.3.7 Return of Credentials "The contractor shall return all credentials to the government when an investigator has not been assigned work for a period of 180 calendar days, will be out of country temporarily..." **Question:** In areas that do not regularly receive CBP work, such as Guam or the Northwest, may we request expedited reinstatement when a case is assigned in that area? **Answer:** Yes and see previous response.

151. Pg. 36 3.8.2.4. - "issue meets the "DOD National Security SPIN Criteria"....." **Question:** Will the SPIN criteria be followed for Financial Follow Up as well? **Answer:** Yes

152. Pg 36 3.9.2 Incomplete Leads "If investigative coverage of a tasked investigation is not complete for any reason, the contractor shall notify the CBP COTR via e-mail in advance of, and provide in the ROI a detailed explanation, including a description of all attempts made to fulfill the coverage requirement. This reporting requirement includes explaining unsuccessful attempts for all scoped and developed leads." **Question**: Will the Contractor be required to send a separate email to the COTR for each piece of investigation that is incomplete as it is discovered, or will the Contractor be required to send one email for each case that is lacking leads? **Answer:** See previous response

153. **Question**: Will the emails need to explain what items are missing leads and why, or will that information only be included in the ROI? **Answer:** See previous response

154. While completing attachment 4 and listing the Employee/ Investigators/ Consultants/ Subcontractors. **Question:** Shall the offeror specify consultants or subcontractors who work for one or more additional companies? If so, shall that consultant or subcontractor be listed as a shared resource and therefore count as a ½? **Answer:** Offerors shall submit information as stated in the RFQ. Shared resource information is not required.

155. **New Question/Clarification**: Are non-citizens allowed to work in support of this BPA? **Answer:** No.

156. **New Question/Clarification:** Are contractors allowed to provide the OPM Handbook to field investigators in support of this BPA? **Answer:** Contractors are allowed to provide access to the OPM Handbook to only those investigators supporting this BPA, and not for further dissemination. Contractors will be responsible for the control of this document.

SP.1 PRICING PROVISIONS FOR BLANKET PURCHASE AGREEMENT (JUN 2005)

This task order/Blanket Purchase Agreement (BPA) is placed under the terms and conditions of the GSA Federal Supply Schedule contract identified herein. The contractor warrants that, throughout performance, the prices charged the Government shall be as low as, or lower than, those charged the contractor's most favored customers and that the Government shall never be charged more under this order than the contractor's current GSA schedule rates, or the rates contained in the task order schedule, whichever are lower.

This BPA contains additional periods of performance that the U.S. Customs & Border Protection (CBP) will invoke only if the contractor maintains a current GSA schedule. Unilateral options will not be invoked if the rates indicated in the task order schedule for the additional performance years are higher than current GSA schedule rates, but may be invoked bilaterally at the contractor's current GSA rates. The contractor shall provide notice to the Government of any proposed and/or approved change to the GSA schedule rates. Failure to comply with the provisions of this price warranty may be cause for termination of the order and the contractor may be required to adjust their billing and/or reimburse the Government for any charges invoiced in violation of the price warranty.

SP.2 SUBMISSION OF INVOICES (FEB 2008)

Copies of invoices (paper submissions) may be submitted to the following addresses OR as an alternative, to the email addresses cited below:
Payment Center:

1. Payment Center:

   DHS/U.S. Customs and Border Protection
   National Finance Center/Commercial Accounts
   P. O. Box 68908
   Indianapolis, Indiana 46268

   OR as an alternative:

   Email: cbpinvoices@dhs.gov

2. Contracting Officer's Technical Representative:

   DHS/U.S. Customs and Border Protection
   Attention: (b)(6); (b)(7)(C)
   Personnel Security Division
   Office of Internal Affairs
   U.S. Customs and Border Protection
   1300 Pennsylvania Avenue, NW, Suite 8.4D
   Washington, DC 20229
   (b)(6); (b)(7)(C) Phone, 202-344-3480 Fax

   OR as an alternative:

   Email: (b)(6); (b)(7)(C)

3. Contracting Officer:

Susan E. Hargett-Evans
Contracting Officer
Branch Chief
Asset Management Branch
Department of Homeland Security
Customs and Border Protection
Finance Acquisition Division
6650 Telecom Drive
Indianapolis, IN 46278
Phone (b)(6); (b)(7)(C)
FAX: 317/298-1344

OR as an alternative:
E-mail: (b)(6); (b)(7)(C)

To constitute a proper invoice, the invoice shall include all the items required by Federal Acquisition Regulation (FAR) 32.905.

SP.4 ORDERING PROCEDURES

Orders will consist of background investigative cases that will be assigned to successful offerors. The quantity, types and mixes of cases are unknown at this time. Initially, the COTR(s) will issue cases on an estimated daily basis among the successful offerors based upon evaluated capability and stated pricing in evaluated proposals. The COTR(s) will subsequently monitor the performance of the individual selected contractors and will make necessary changes to the assignment of cases in order to maximize the ability to complete case assignments in accordance with the quality standards of the SOW and also consider price. A meeting will be held within 60 days after award with each contractor to determine if the case load assigned is within the contractor's ability to complete the caseload within the required time frames as provided in the Statement of Work. CBP reserves the right to make further adjustments if CBP determines the need to do so. DHS components can use the BPA only with prior approval of the Contracting Officer and by agreeing to follow these same ordering procedures. Successful offerors will provide priority to cases assigned by the CBP COTR over cases assigned by other DHS components.

SP.5 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

SP.6 SECURITY PROCEDURES (OCT 2008)

A. Controls

The Contractor shall comply with the Bureau of Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

B. Identification Badges

All Contractor employees shall be required to wear identification badges when working in Government facilities.

C. Security Background Data

A Contractor employee shall not begin working under the contract until the entire single scope background investigation (SSBI) is completed with approval from CBP. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared.

Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status.

The following security screening requirements apply to both U.S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

D. Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (b)(7)(E) and FAX (b)(7)(E) full name, social security number, effective date, and reason for change.

E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion.

Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

F. General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

G. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access of sensitive but unclassified information. DHS Form 11000-6 may be downloaded at (b) (7)(E)

SP.7 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

SP.8 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (OCT 2007)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract [If evaluations are to be conducted more or less frequently than annually, modify this sentence as appropriate.]

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations. Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comments by completing the registration form that can be obtained at the following address:

(b) (7)(E)

The registration process requires the contractor to identify an Individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SP.9 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)

U.S. Customs and Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation. When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

SP.10 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs and Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office...
U.S. Customs and Border Protection
[Phone]
[FAX]
[Other contact information as desired]

SP.11 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) ALTERNATE II (JUN 2006)

(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a

of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

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

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

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

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

(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.

SP.12 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

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

(e) Treatment of Certain Rights.

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

(i) Warrants;
(ii) Options;
(iii) Contracts to acquire stock;
(iv) Convertible debt instruments;
(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 3009.104-70 through 3009.104-73;

[__] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

[__] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(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.

SP.13 TASK AND DELIVERY ORDER OMBUDSMAN (FEB 2008)

The individual named below has been appointed as the Task and Delivery Order Ombudsman for the U.S. Customs and Border Protection (CBP). The Task and Delivery Order Ombudsman will review complaints from contractors and ensure they are afforded a fair opportunity to be considered for task or delivery orders, consistent with the procedures contained in the Blanket Purchase Agreement.

(b)(6); (b)(7)(C)
Department of Homeland Security
U.S. Customs and Border Protection
Procurement Directorate - National Place,
1331 Pennsylvania Avenue NW, Suite 1310
Washington, DC 20229
Telephone: (b)(6); (b)(7)(C)
Facsimile: (202) 344-1190
Email: (b)(6); (b)(7)(C)

SP.14 TAXPAYER IDENTIFICATION NUMBER

**PLEASE INCLUDE TAXPAYER IDENTIFICATION NUMBER ON ALL INVOICES SUBMITTED

SP.15 CCR REGISTRATION

**BY ACCEPTING THIS ORDER, THE VENDOR AGREES TO REGISTER AT WWW.CCR.GOV AND RECEIVE PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT)

Enclosure 1

Element requirements of the background investigations are summarized as follows:

SUMMARY OF CBP INVESTIGATIVE ELEMENT REQUIREMENTS

"Handbook" in this chart refers to the July 23, 2007, version of the OPM Investigator's Handbook, future OPM versions and/or any amendments or changes made thereto.

	BI	SSBI	PPR	SSBI-PR	PRI	MBI	UPDATE	UPGRADE
(b)(2); (b)(7)(E)								

ADC

	Name (Last, First, MI)	Address	Last 4 Digits of SSN	Type of Agreement:	Geographic Area
1	(b)(4); (b)(6); (b)(7)(C)				
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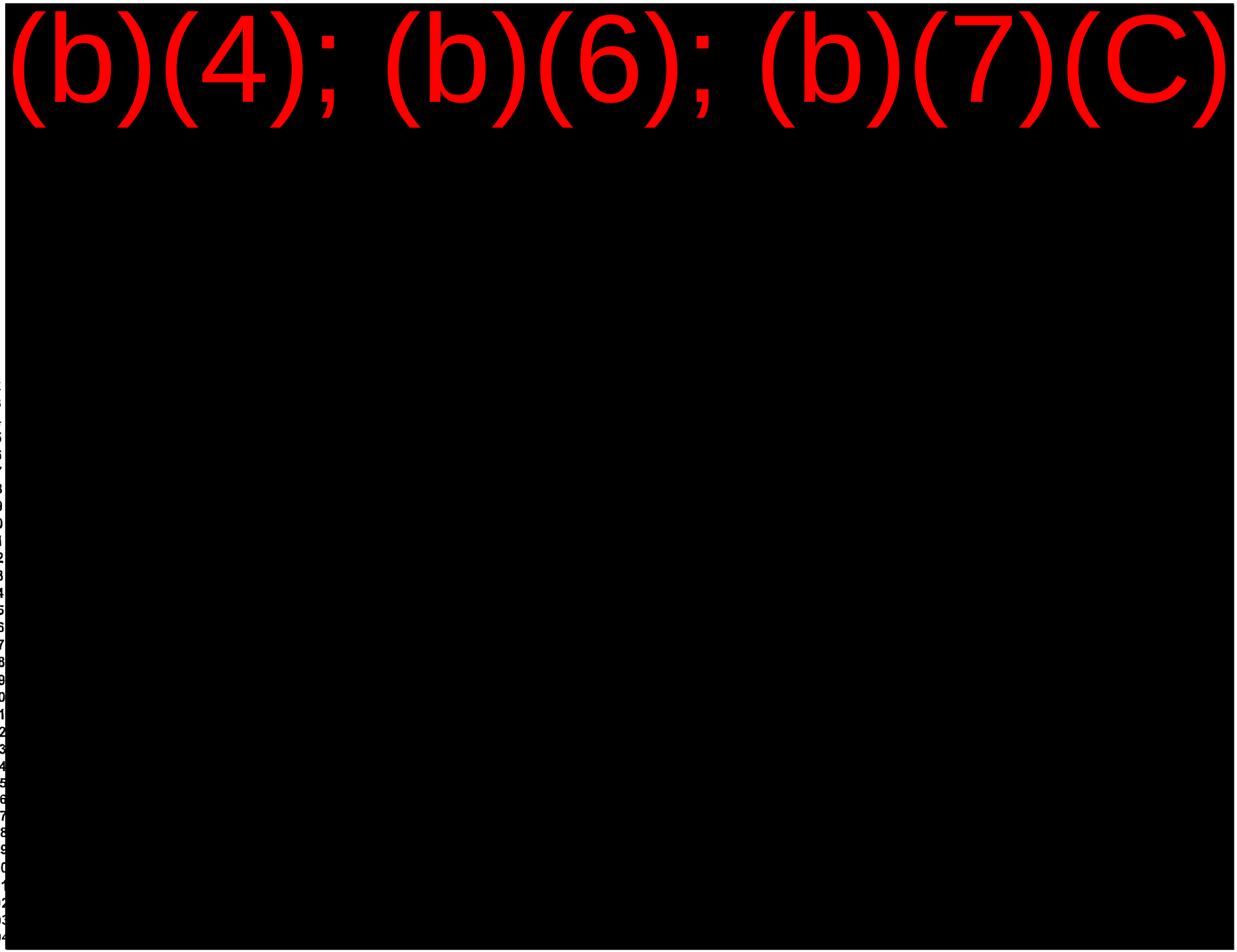
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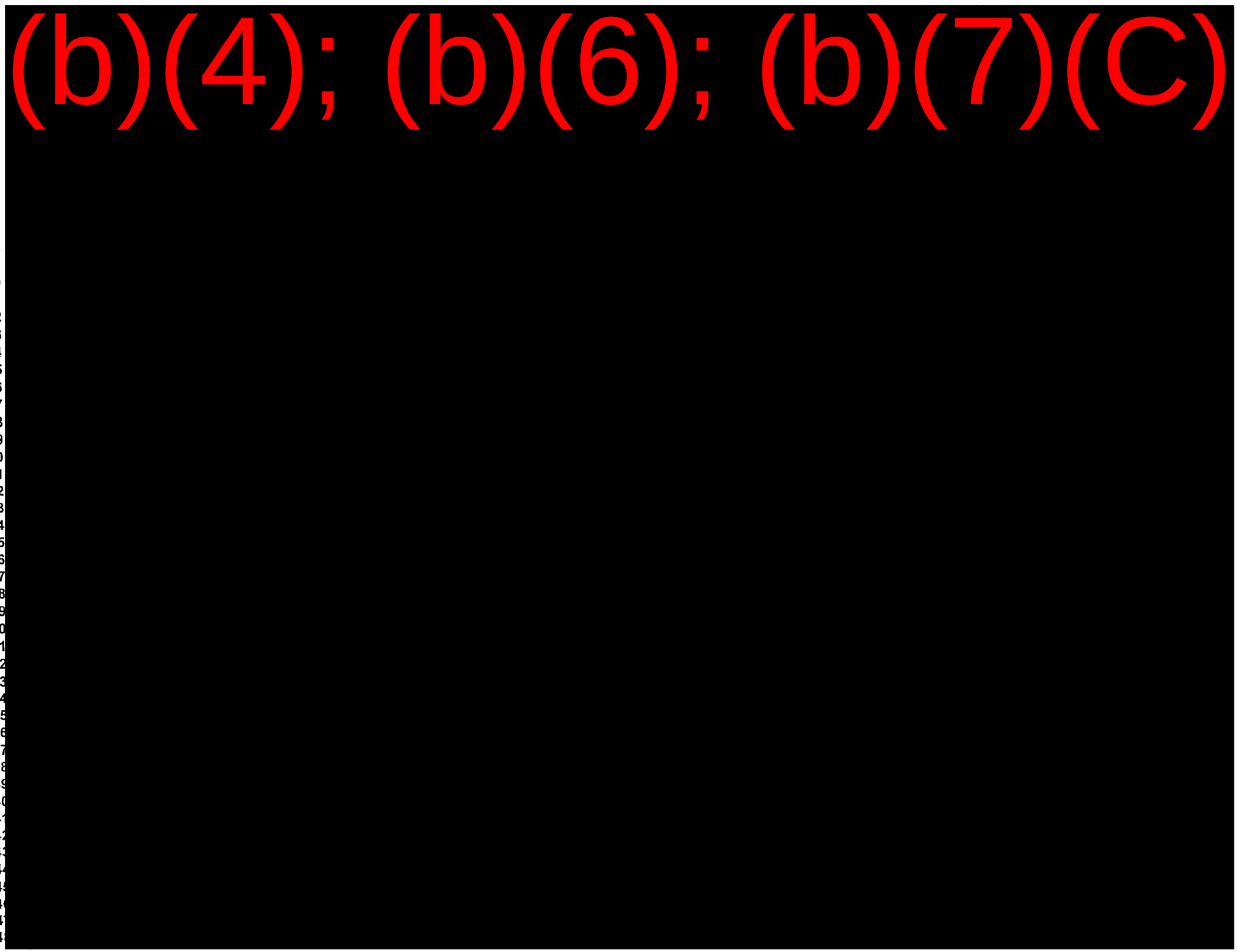
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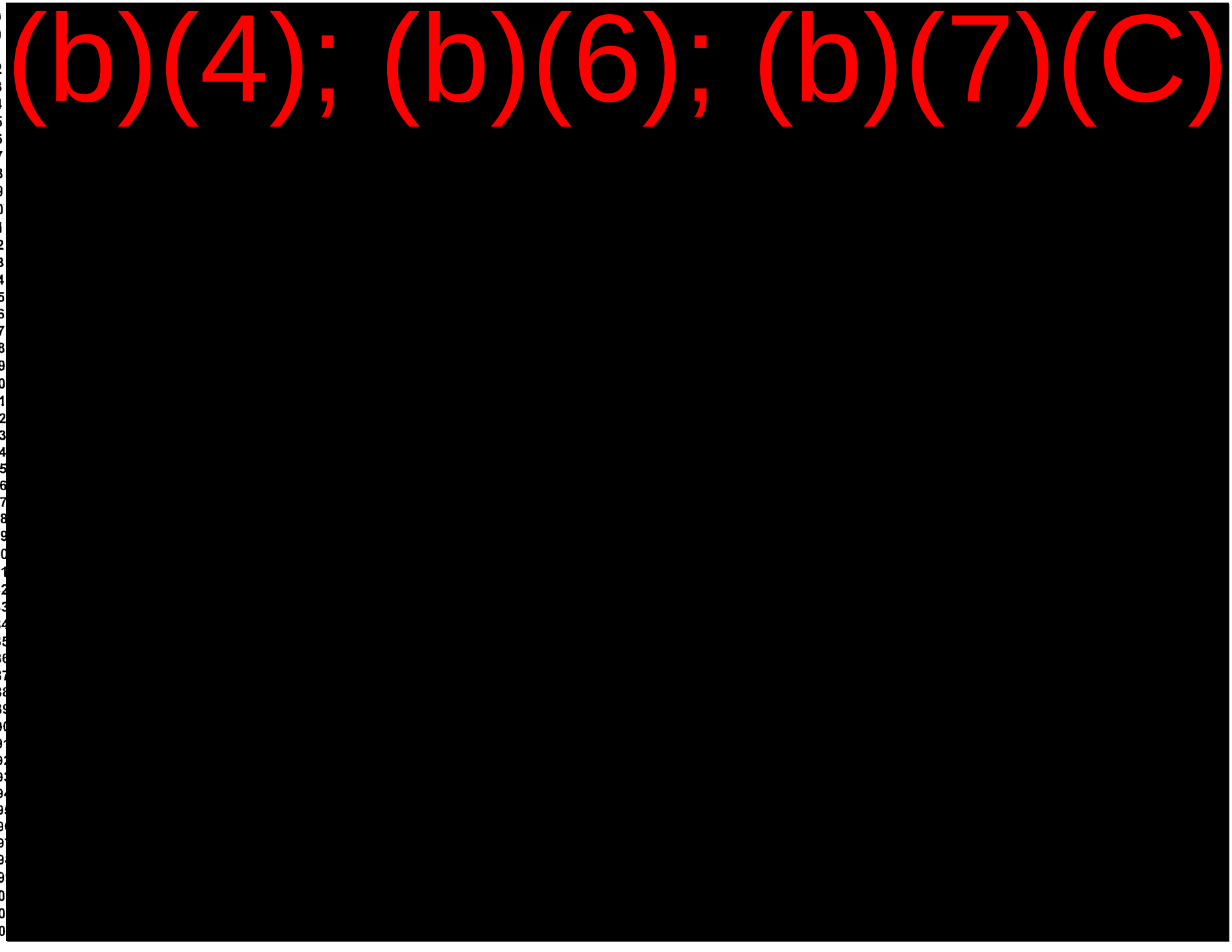
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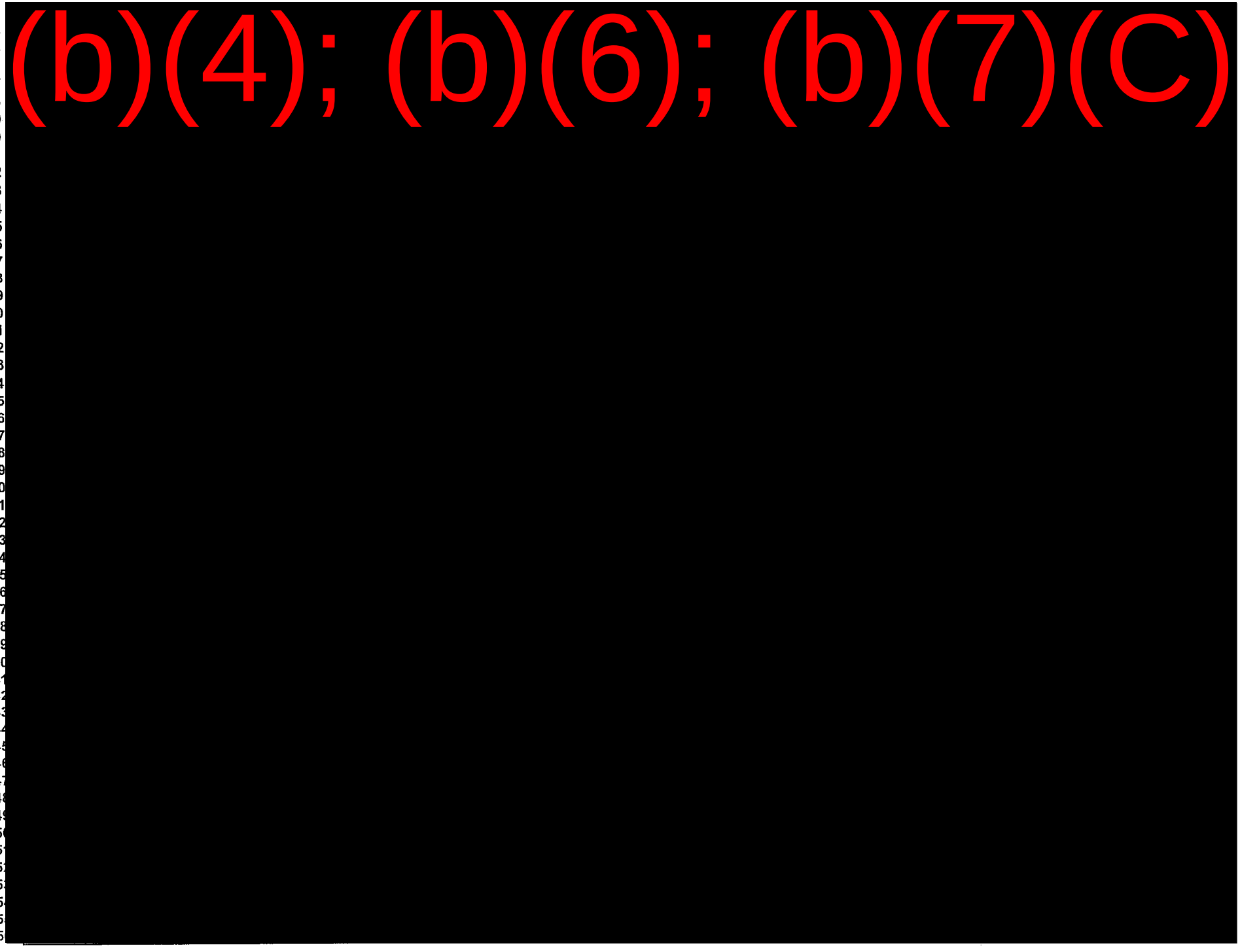
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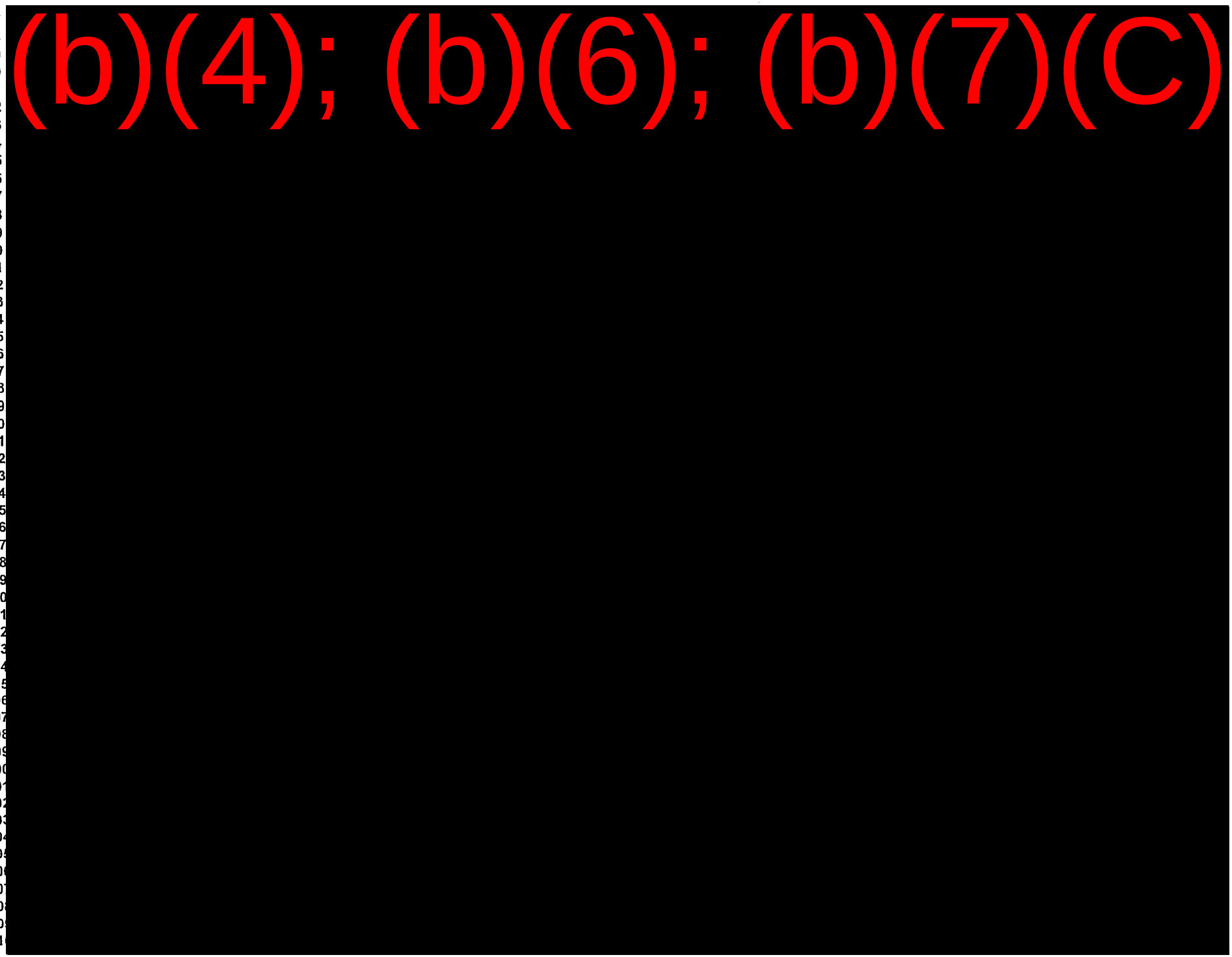
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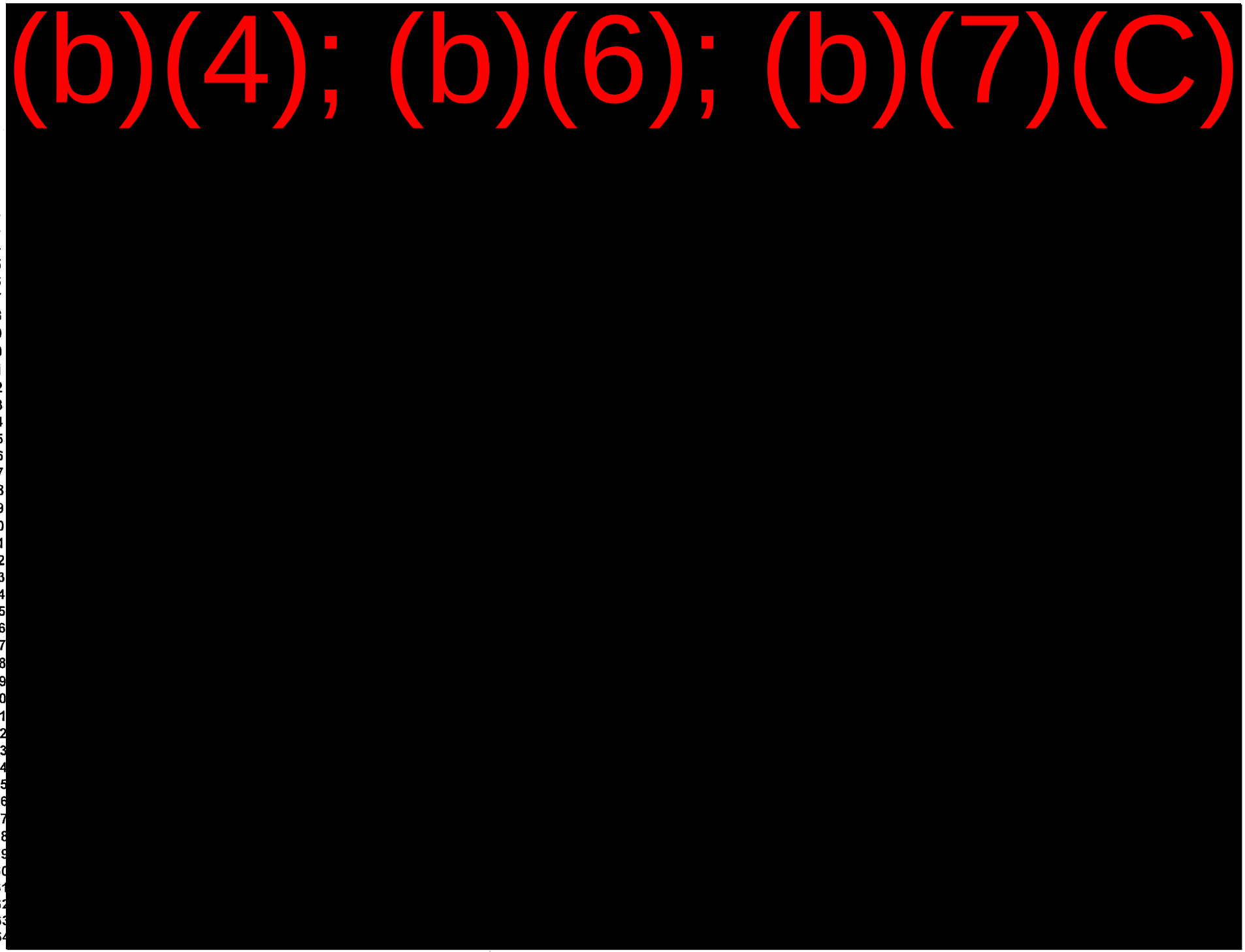
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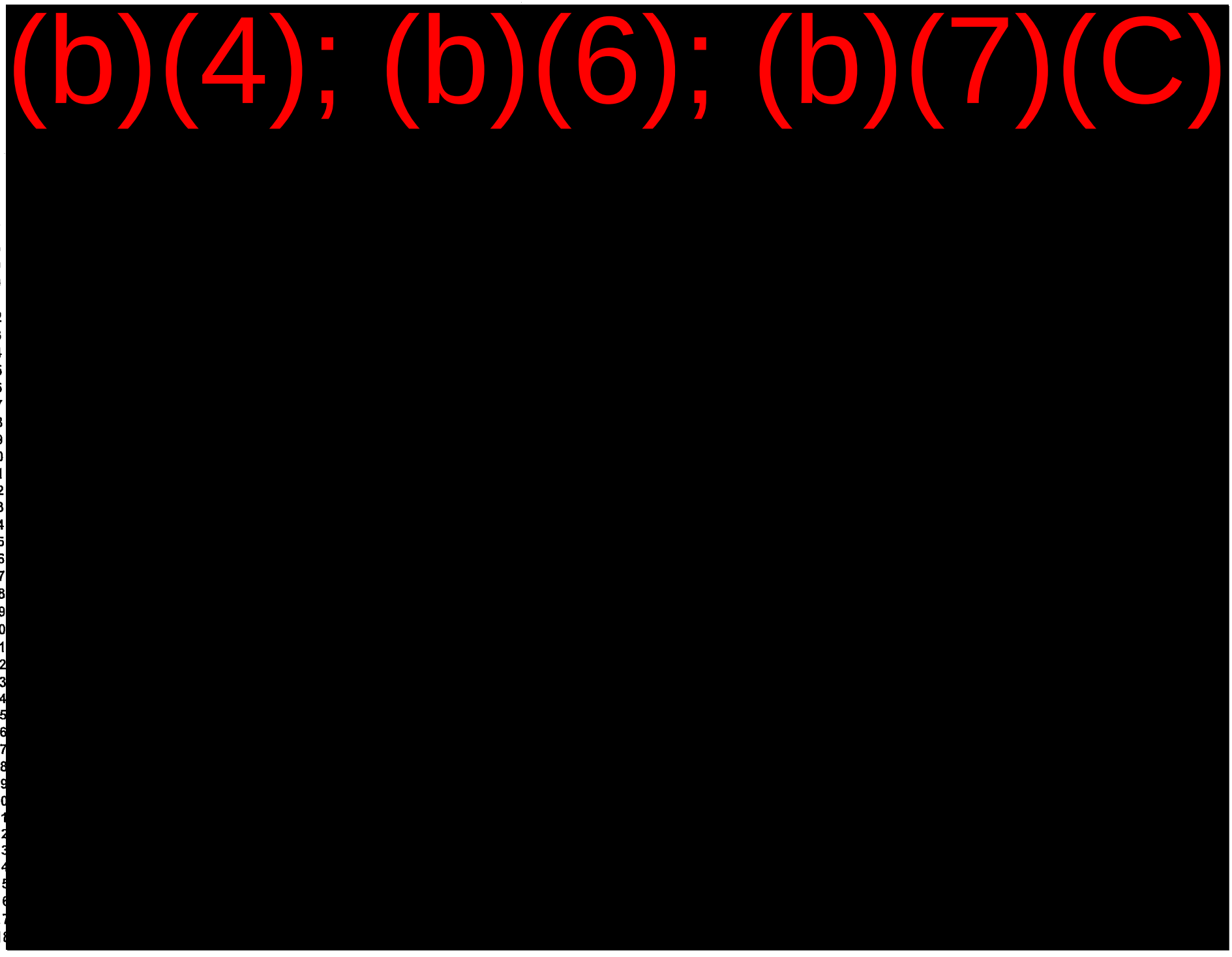
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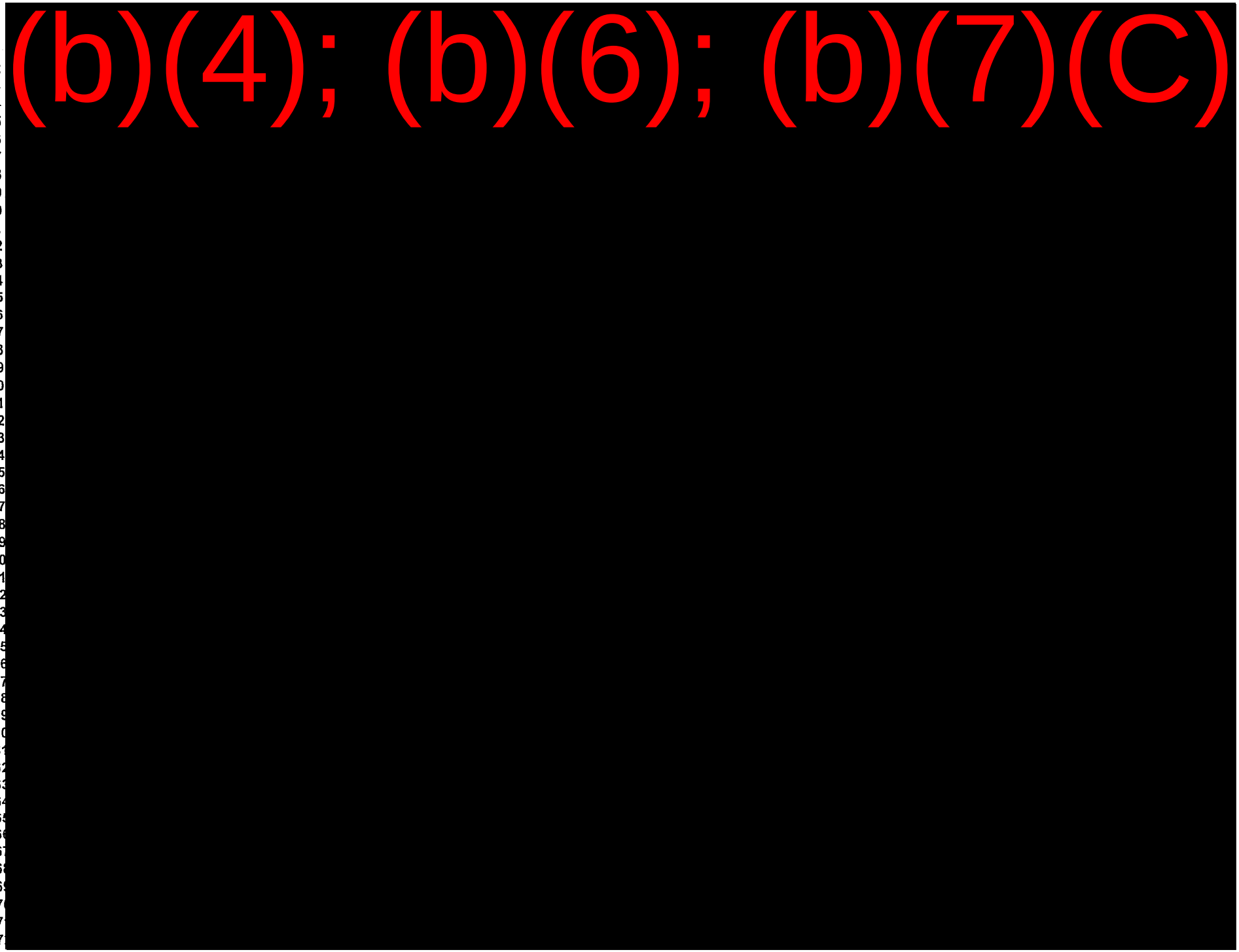
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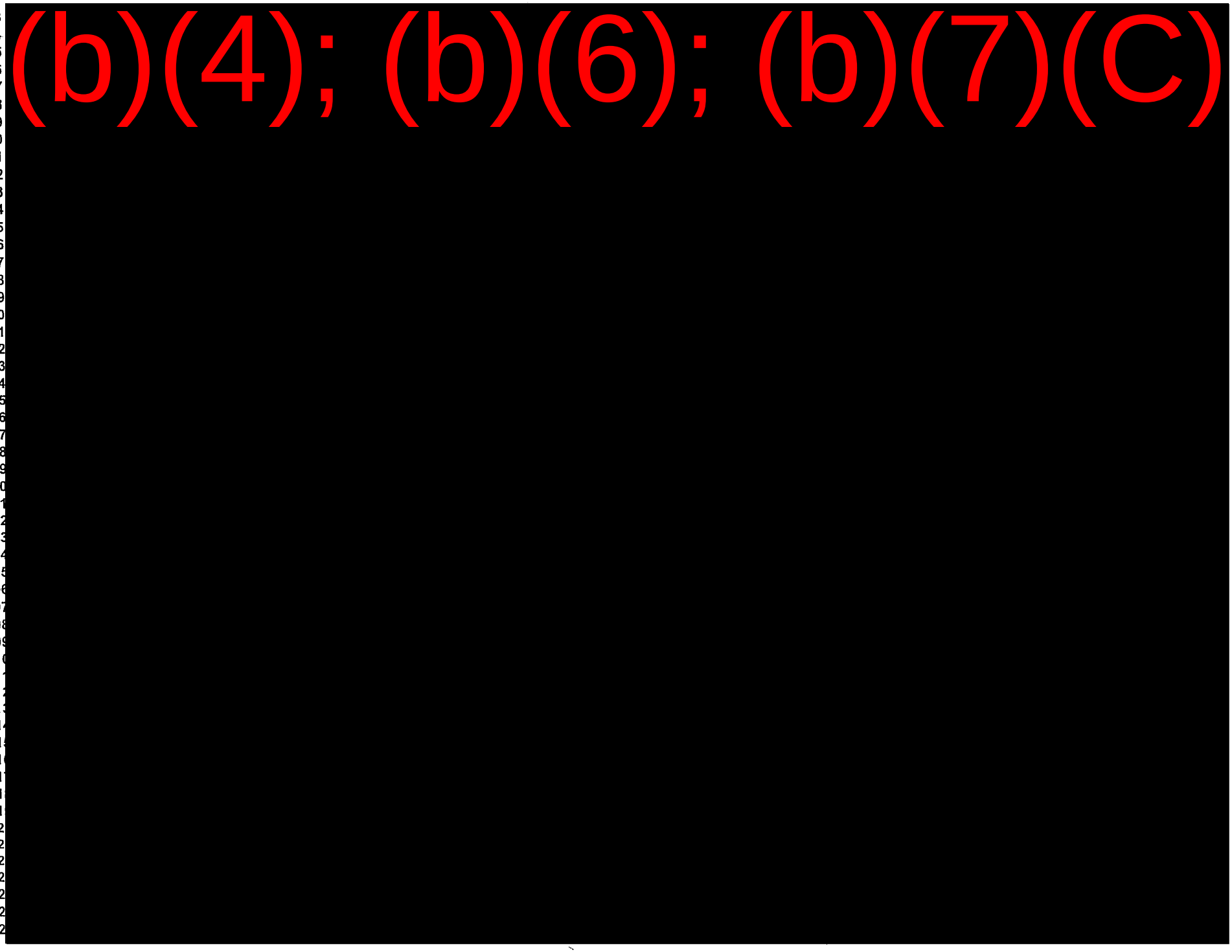
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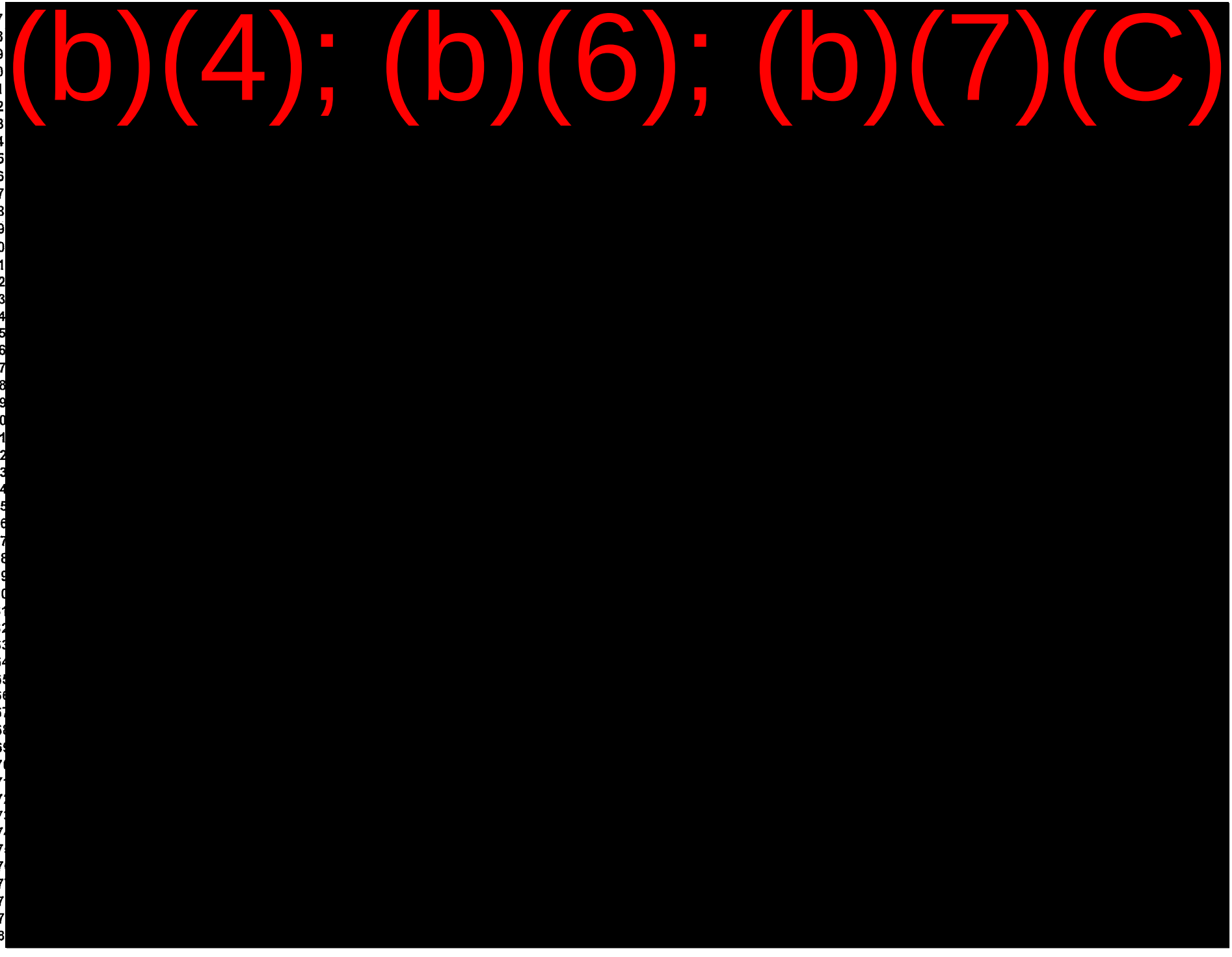
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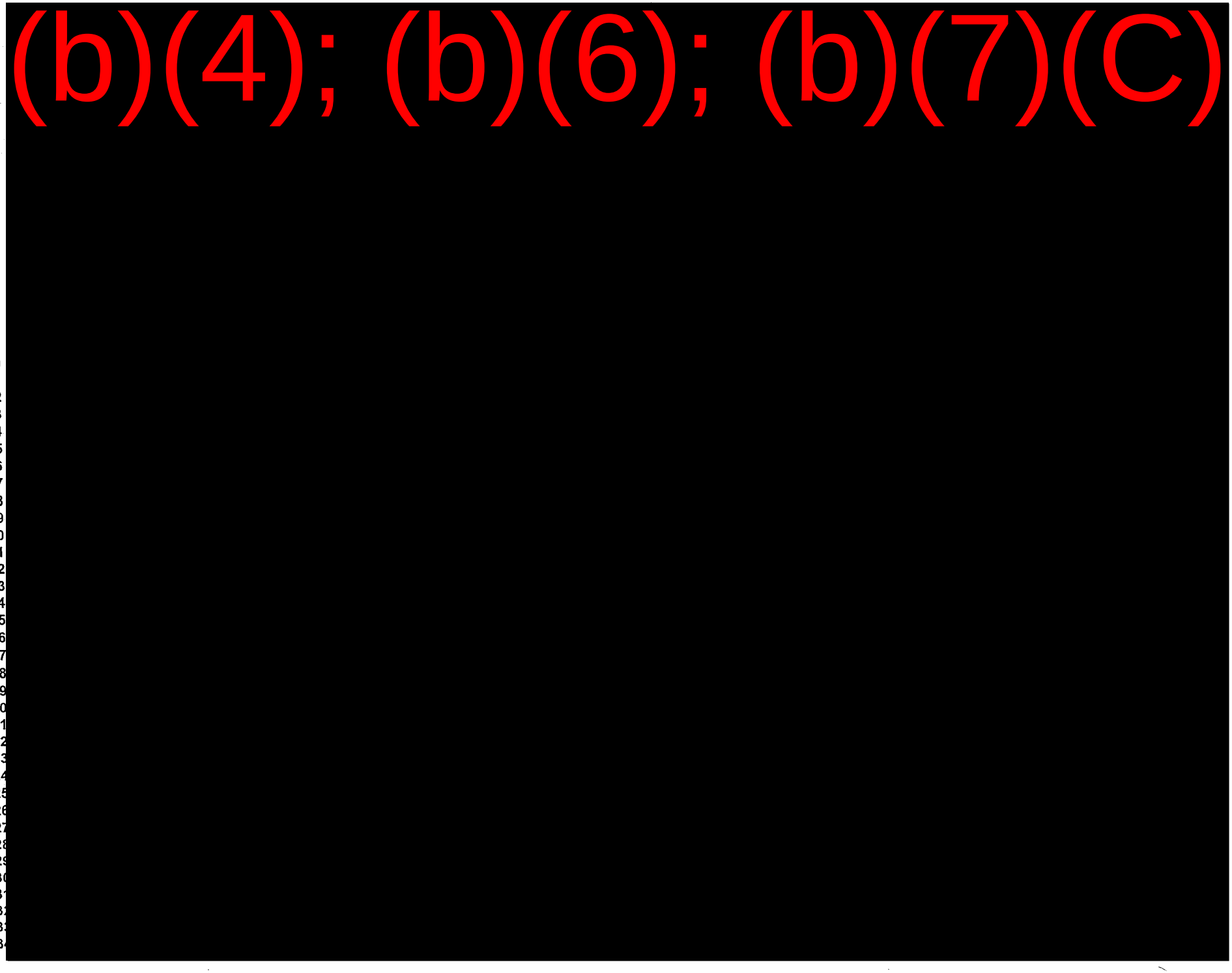
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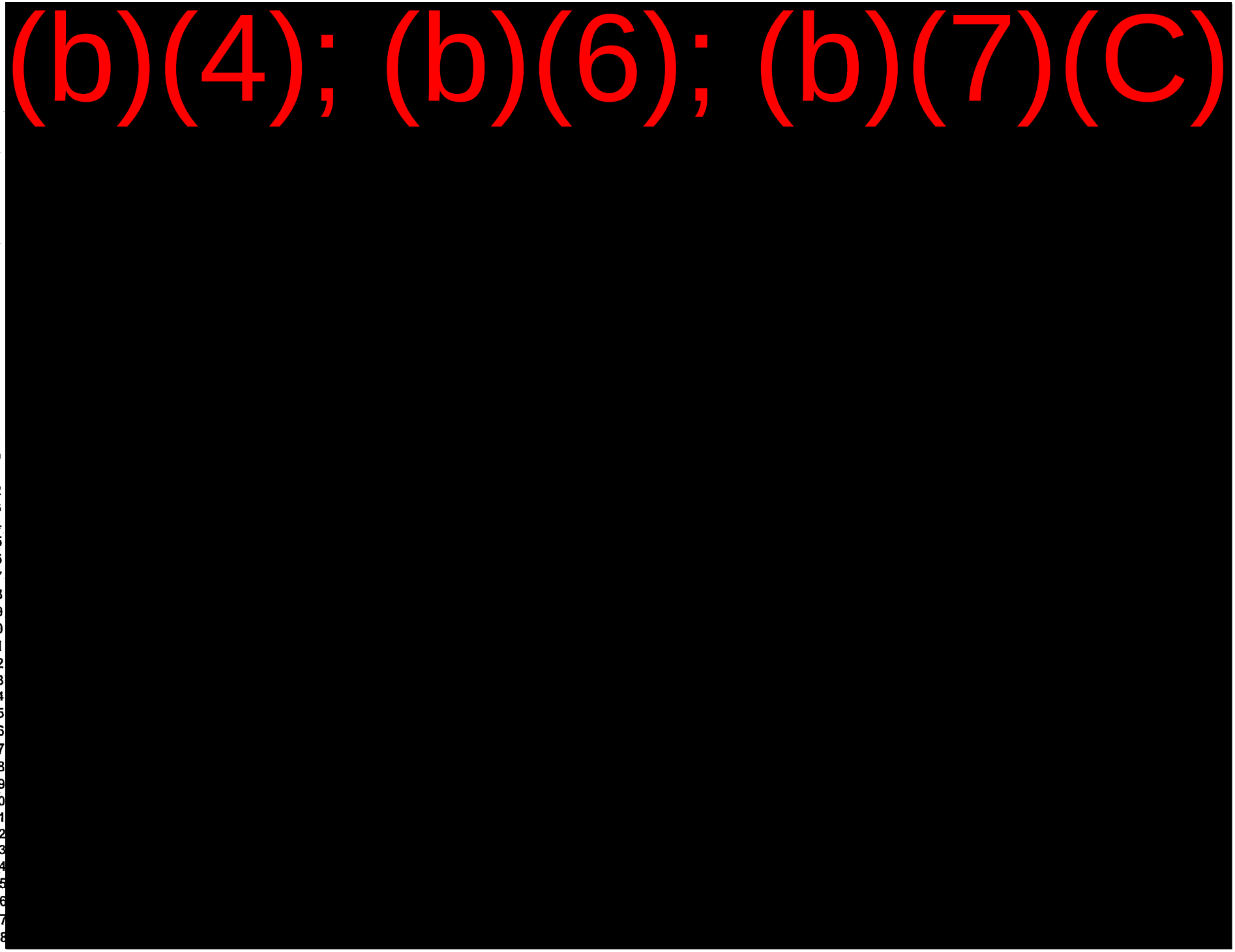
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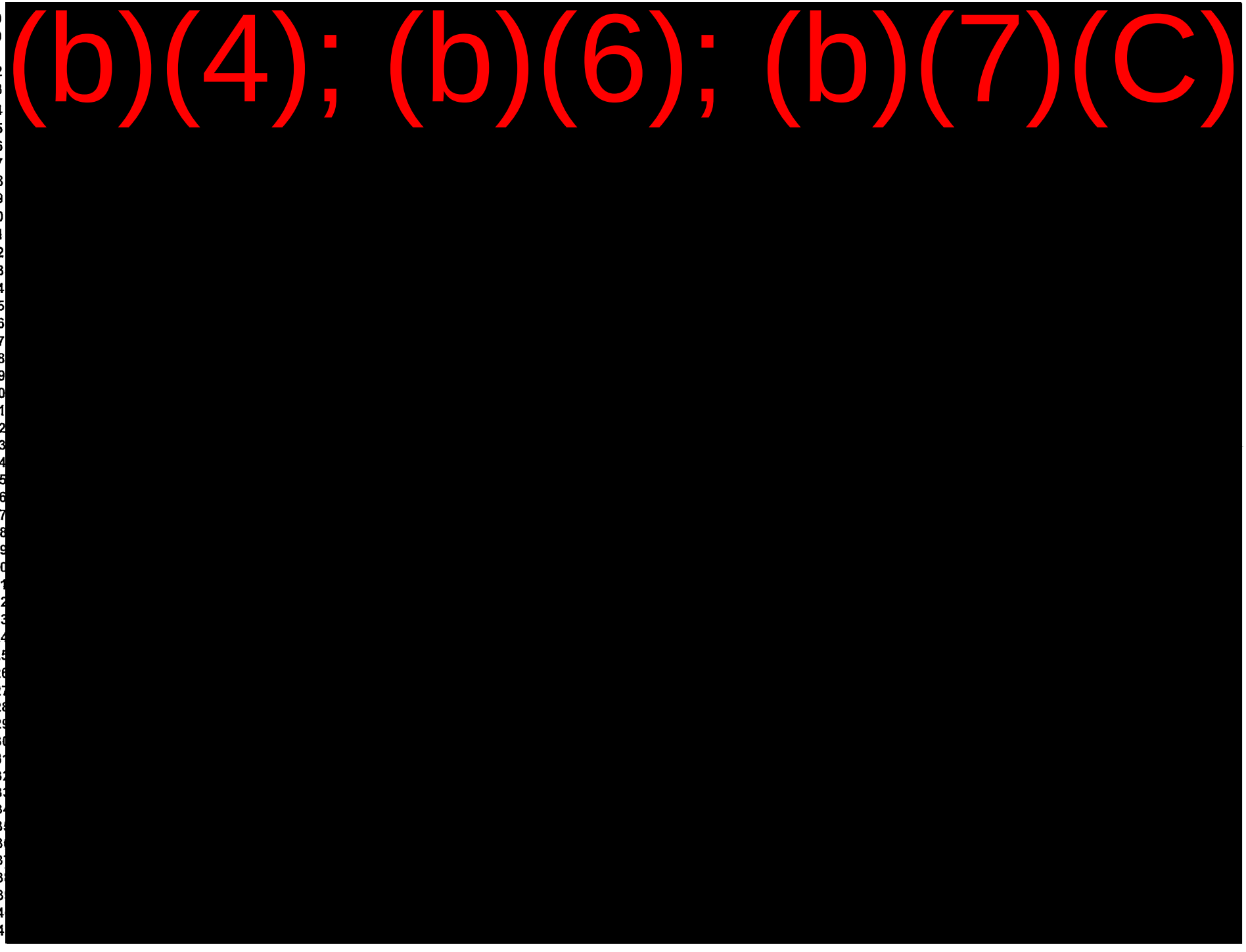
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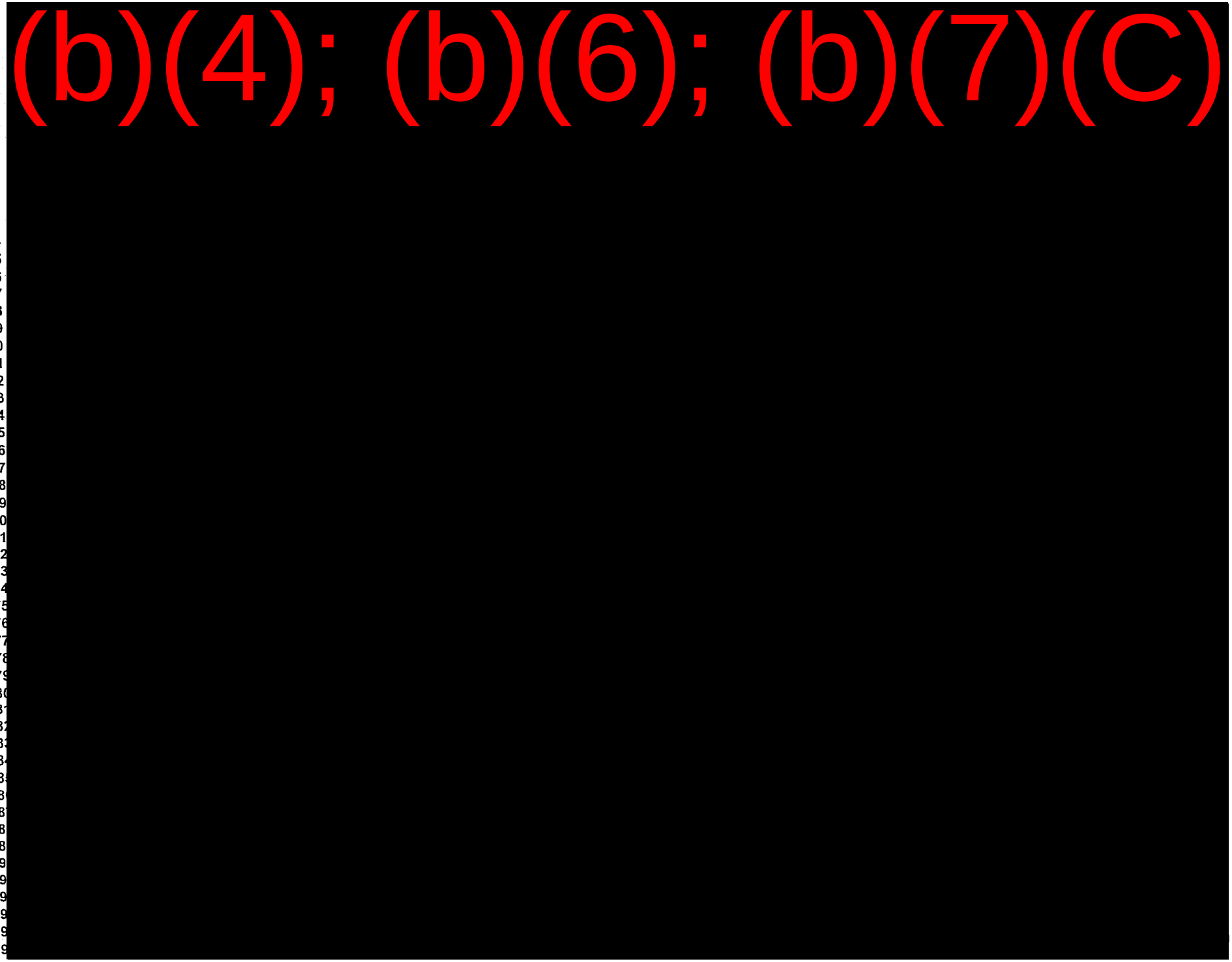
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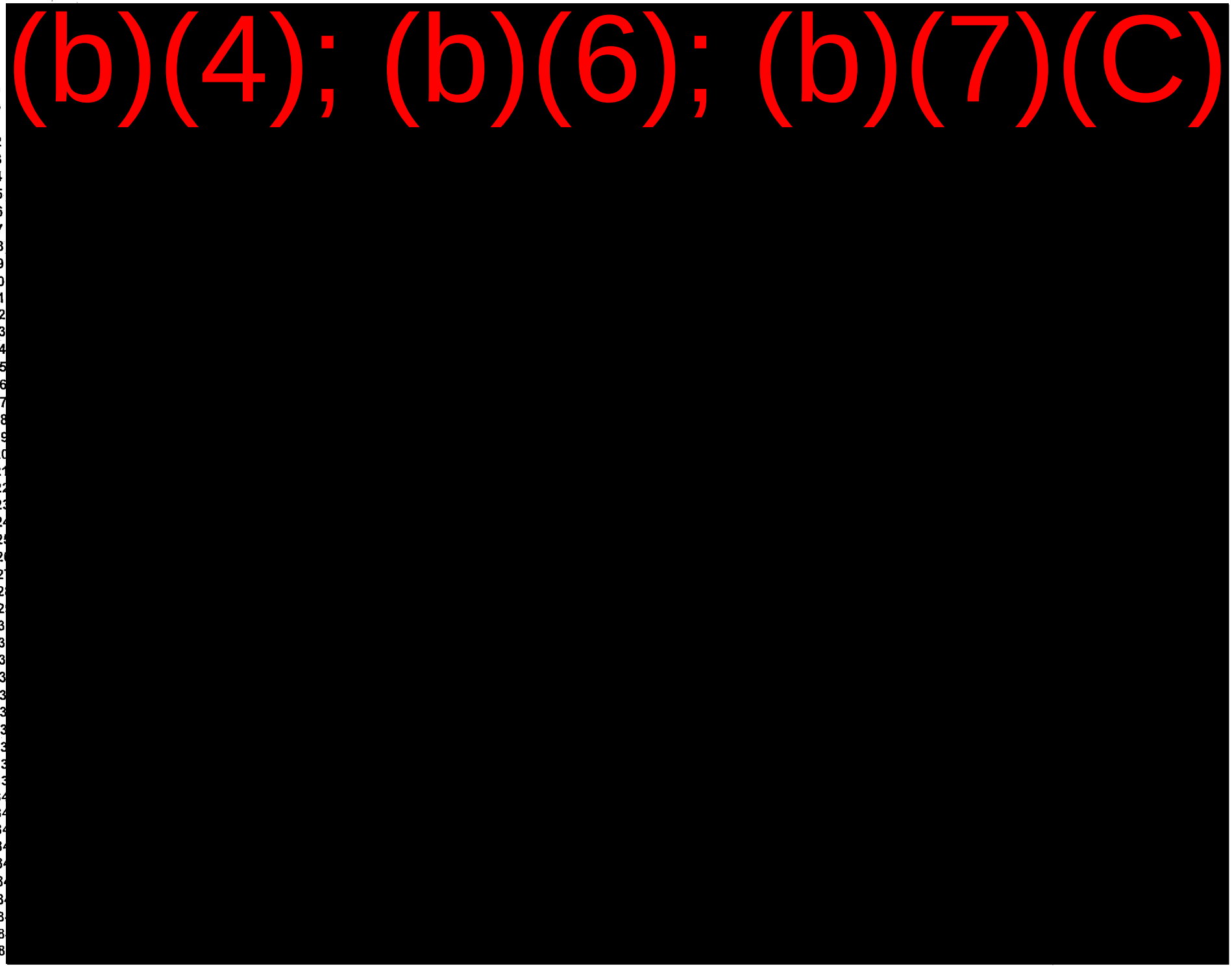
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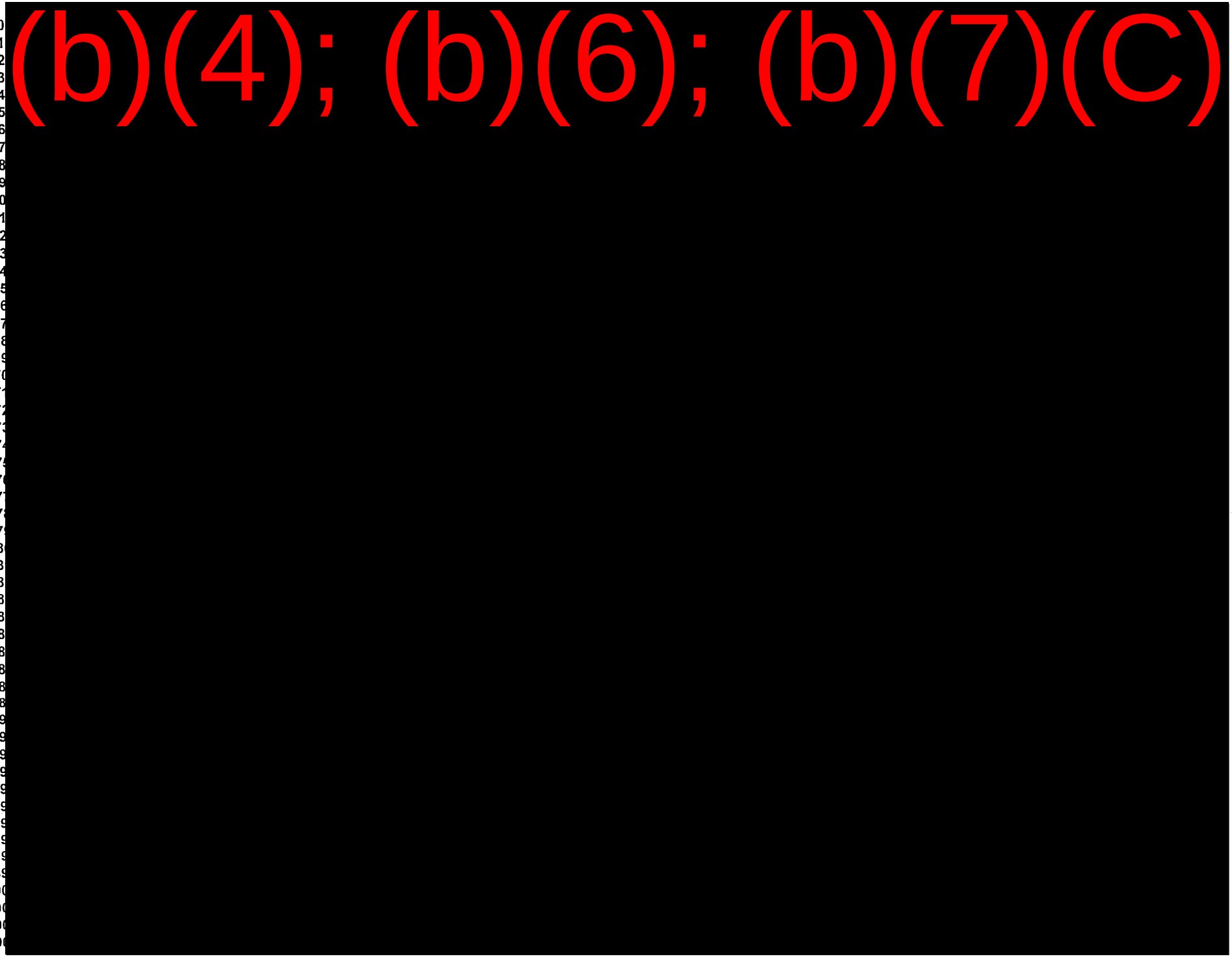
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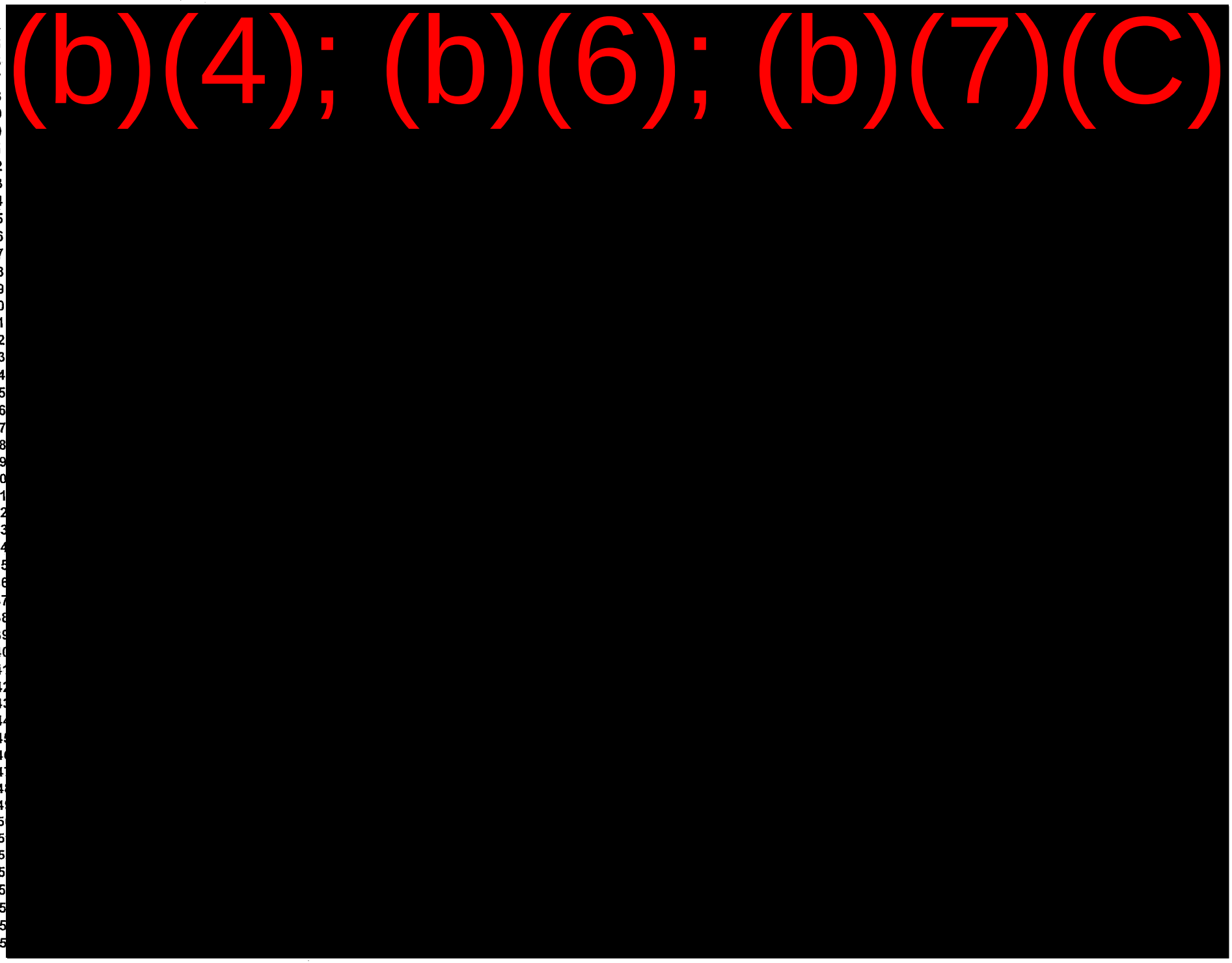
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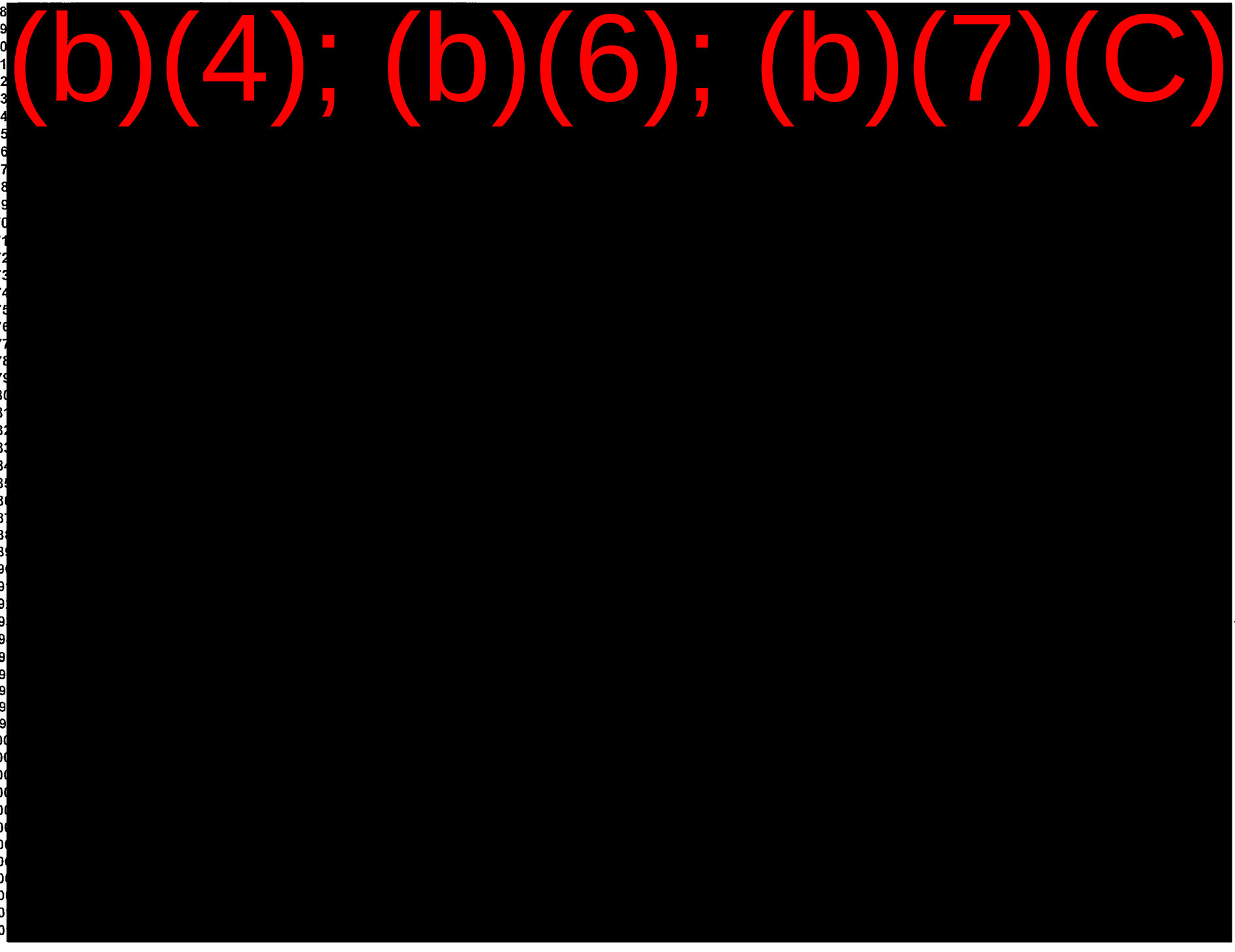
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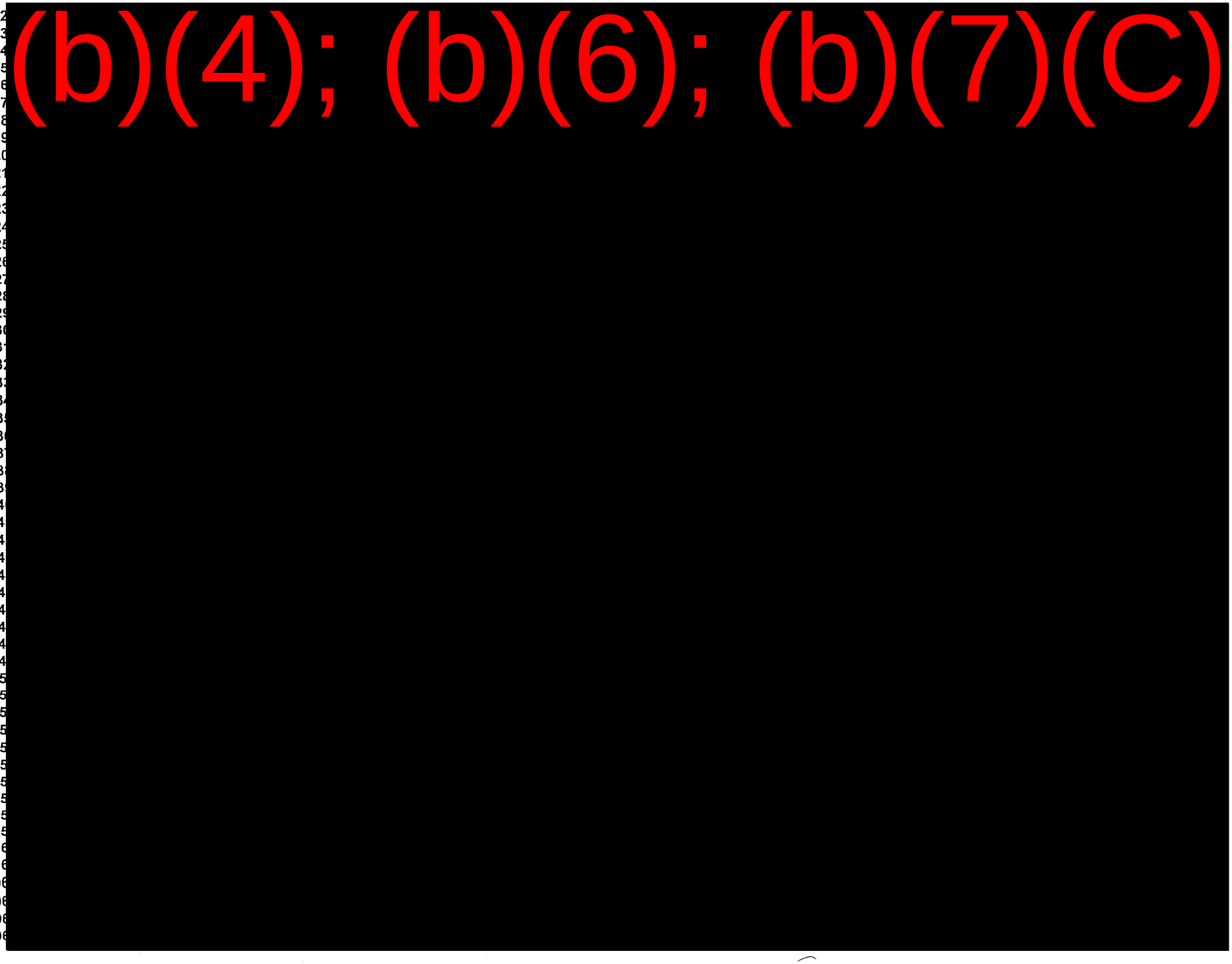
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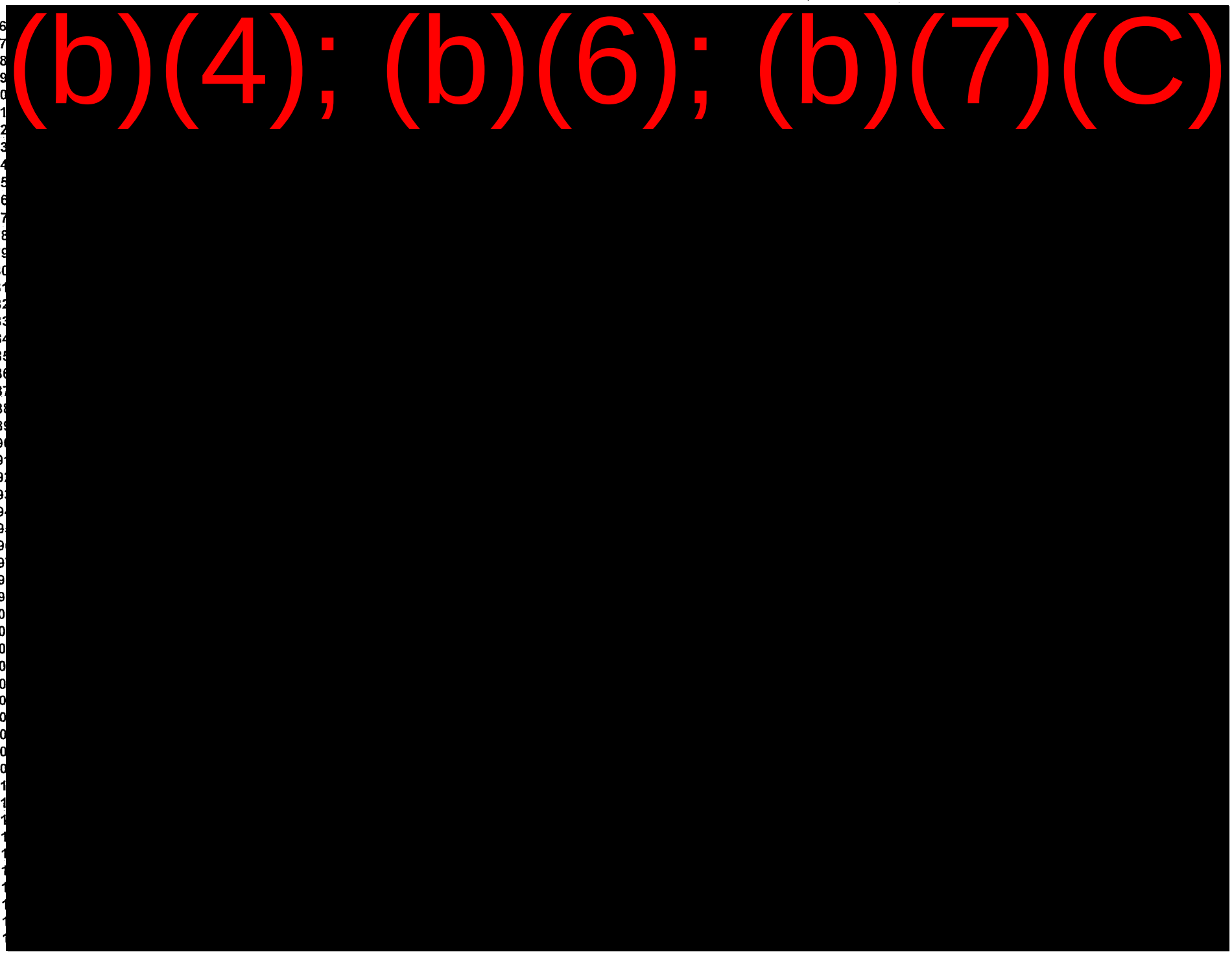
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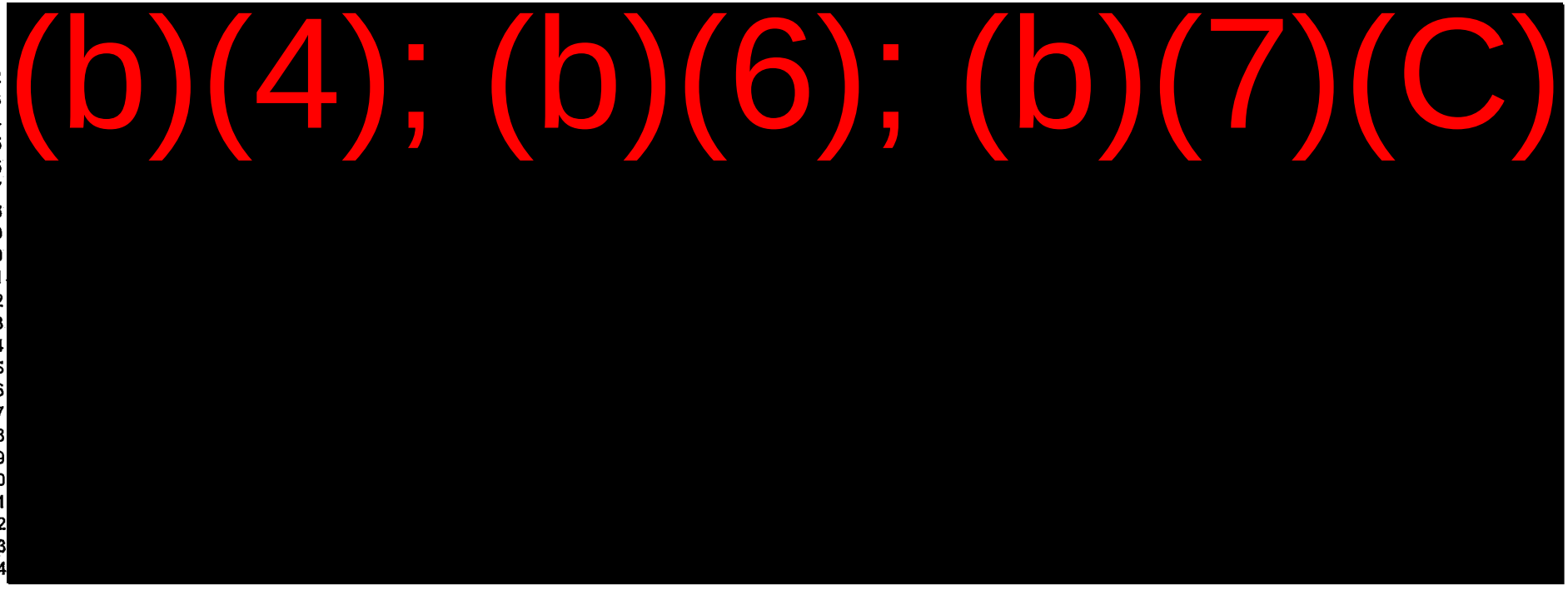
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