



governmentattic.org

"Rummaging in the government's attic"

Description of document: Office of Personnel Management (OPM) statement of work and successful technical proposal for the contract for Background Investigations Fieldwork Services let to U.S. Investigations Services, LLC (USIS), OPM15-11-C-0015, 2011

Request date: 01-March-2013

Released date: 2013

Posted date: 25-August-2014

Source of document: U.S. Office of Personnel Management
FOIA Requester Service Center
1900 E Street, N.W.
Room 5415
Washington, D.C. 20415-7900
Fax: 202-606-1719
Email: foia@opm.gov

The governmentattic.org web site ("the site") is noncommercial and free to the public. The site and materials made available on the site, such as this file, are for reference only. The governmentattic.org web site and its principals have made every effort to make this information as complete and as accurate as possible, however, there may be mistakes and omissions, both typographical and in content. The governmentattic.org web site and its principals shall have neither liability nor responsibility to any person or entity with respect to any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information provided on the governmentattic.org web site or in this file. The public records published on the site were obtained from government agencies using proper legal channels. Each document is identified as to the source. Any concerns about the contents of the site should be directed to the agency originating the document in question. GovernmentAttic.org is not responsible for the contents of documents published on the website.



UNITED STATES OFFICE OF PERSONNEL MANAGEMENT
Washington, DC 20415

Management Services
Division

BCG-2013-060

Re: **2013-02234**

This is the final response letter to your Freedom of Information Act (FOIA) request to the Office of Personnel Management (OPM), dated and received by this office on March 1, 2013. You are seeking a copy of the statement of work for the contract let to USIS, OPM15-11-C-0015 as well as the successful technical proposal.

A search of our office for documents responsive to your request produced a total of 75 pages relative to OPM15-11-C-0015. Of those pages, I have determined that 17 pages of the OPM15-11-C-0015 records are releasable in their entirety (statement of work is releasable in its entirety), 58 pages of the technical proposal are partially releasable pursuant to Title 5 U.S.C. § 552 (b)(4).

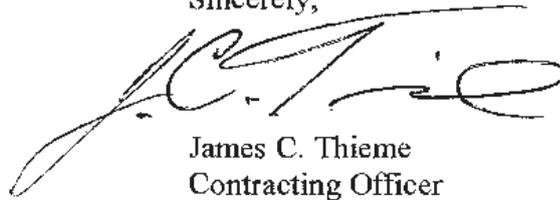
FOIA Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. I reviewed the responsive documents, the submitter's objections to release, and relevant case law, and I determined that the majority of the technical proposals [130 pages] are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter's proprietary interests.

You have a right to appeal the above withholding determination. Should you wish to do so, you must send your appeal and a copy of this letter, within 60 days of the date of this letter, to: U.S. Office of Personnel Management, Office of the General Counsel, 1900 E Street, N.W., Washington, D.C. 20415. The front of the envelope and on the first page of your letter should be marked "FOIA Appeal." Copies of the FOIA regulations are available at www.opm.gov/efoia.

Provisions of the FOIA [AND PRIVACY ACT] allow us to recover part of the cost of complying with your request. In this instance, because the cost is below the \$25 minimum, there is no charge. CFR § 294.109 (6)(d)(1).

If you need to contact our office again about this matter, please refer to 2013-02234. This office can be reached at (724) 794-7171.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. C. Thieme', with a large, sweeping flourish extending to the right.

James C. Thieme
Contracting Officer

Enclosure(s): OPM15-11-C-0015 USIS Statement of Work [17 Pages]
USIS Technical Proposal [58 Pages]

OPM15-11-C-0015 USIS Statement of Work [17 Pages]

SECTION C – DESCRIPTIONS / SPECIFICATIONS / SOW

C.1 INTRODUCTION AND PROGRAM OBJECTIVES

OPM-FIS provides background investigation (BI) products and services to departments and agencies of the federal government. BIs are required to determine an individual's eligibility for access to classified information, assignment to or retention in positions with sensitive duties, or other designated duties requiring such investigations. The investigations often involve personal and intimate details of an individual's life and must be processed and conducted with tact and discretion. Information collected by the Contractor, as part of the BIs, is protected under the Privacy Act of 1974.

C.2 SCOPE OF WORK

The Contractor shall conduct investigative fieldwork directly related to a federal background investigation. A background investigation has the following four major components: 1) receipt, screening, data entry, case file maintenance 2) conducting investigative fieldwork 3) case review/closing, and 4) post-closing support. This contract is for component 2, conducting investigative fieldwork. All investigative products/services provided must be in accordance with the processing instructions in the current Investigator's Handbook, OPM-FIS Security Manual and other pertinent instructions supplied or approved by OPM incorporated herein by reference. Field investigating will include but is not limited to, conducting Enhanced Subject Interviews (ESI), obtaining personal testimony from a variety of source types, conducting record searches, and reporting all information obtained. Locations where field investigating is required are based on information provided by the individual subjects regarding residences, employment, education, and other significant activities and associations, and on locations of repositories of required records or of additional required personal sources. Requests for coverage are generated to locations by OPM-FIS's automated EPIC suite of systems (EPIC). The system uses ZIP codes provided by subjects or location codes provided by investigative personnel to sort work to contractor addresses maintained for work assignments. The contractor will be expected to address quality issues on investigative reports identified during case review at no additional cost to the Government and provide hearing support on a reimbursable basis as identified in clause B.4. Specific work requirements include, but are not limited to:

(a) Case control/assignment – Work assignments, including deadlines, must be recorded on OPM-FIS's EPIC for management purposes.

(b) Scope and coverage – Specific scope and coverage requirements are contained in the Investigator's Handbook, handbook guidance, and additional policy directives and guidance provided.

(c) Extensions for additional information – All extensions for additional information must be recorded and processed on EPIC and completed per the timeliness requirements.

(d) Reports of investigation – Investigative personnel shall compose reports of investigation resulting from their contact of sources and per the guidelines of the Investigator's Handbook on

an encrypted computer in the OPM-FIS designed reporting format in EPIC. It is imperative that all case information be exclusively maintained within EPIC, unless otherwise permitted by OPM. All such exceptions must be in writing and approved prior to implementation. If another IT system is approved for use, the contractor will bear all costs associated with implementation, maintenance, and use of the system.

(e) Management of inventory to ensure appropriate deadlines are met.

(f) Quality control of deliverables to ensure quality standards are met.

Note: At no additional charge, for certain cases the ESI shall be conducted expeditiously while the subject is in the continental US (CONUS), one such example is when the subject is a member of the military. This is required because certain members of the military must have their ESI conducted before they can be deployed. Other limited numbers of items may be expedited because of unforeseen urgency at no additional charge.

C.3 LABOR

(a) The Contractor shall provide all labor needed for the performance of this contract except as otherwise set forth in this statement of work (SOW).

(b). The Contractor is required to provide all services needed to process and ensure the quality of all products/services completed by the Contractor investigative personnel under this SOW.

(c) OPM requires that certain personnel performing work under this contract possess minimum qualifications and training, as specified in Attachment 2, and reserves the right to review these qualifications, determine if the minimum requirements are met, and whether the individual shall be permitted to perform work on the contract.

(d) All contract personnel which includes, but not limited to record searches, mentors/trainers, field agents, and reviewers conducting work on the contract must be trained through an OPM approved training class prior to conducting any work on this contract. The contractors will be responsible for training their personnel using an OPM approved curriculum.

(e) The training can include any or all of the following: in class instruction on all aspects of duties, mock interviews (if applicable to position), a final exam that must be passed with at least an 80% score, or "On the Job Training" (OJT). See Attachment 2 – Resume Format, Qualifications, and Training Requirements for additional details. The OJT will be conducted by the contractor and all costs borne by the contractor for this training will be considered a normal business expense. Any supplemental training conducted by the contractor will be considered a normal business expense (remedial training, Handbook clarifications, policy changes etc). All travel costs, lodging costs, meals, tuition as applicable, and incidental costs will be borne by the contractor.

(f) During the life of this contract, national standards may be developed that outline further requirements of Investigative personnel training. Reciprocity for training and grandfathering, if

allowed to, will require transfer of training certificates from one contract to another and will be at the sole discretion of OPM based upon OPM policy and national standards.

(g) The Contractor is required to build and maintain a Learning Management System (LMS) that is SCORM 1.2 compliant.

C.4 GOVERNMENT PROPERTY – LIFE OF CONTRACT

(a) OPM shall provide to the Contractor for the term of this contract for work completed under this contract, certain property, equipment, services, and fixed assets, including but not limited to:

- (1) Preprinted forms, including printed materials necessary for case processing;
- (2) One copy of relevant agency regulations, policies and procedures;
- (3) OPM Credentials;
- (4) PIV;

(b) OPM will provide one electronic copy of the Investigator's Handbook to the Contractor for copying and distribution to personnel who have been cleared by OPM to work on this contract. The Contractor shall control the handbooks and reassign them as appropriate. Handbook training and distribution expenses will be borne by the Contractor. All operational manuals and/or handbooks will be updated and revised periodically. Any costs incurred by the Contractor for the distribution of these revisions to its personnel and training time involved are considered normal operational costs and will be the sole responsibility of the Contractor. All Investigator Handbooks shall be tracked by the contractor and are subject to audit by OPM and may only be distributed to approved personnel working on this contract. Any training materials or other documents that contain information on OPM procedures should be controlled as if they were the Investigator's Handbook. Release of any portion of these documents, outside of cleared personnel with a need to know, working under this contract, is strictly prohibited without prior written approval from the COTR.

(c) If an employee is off duty for 35 days or more the contractor Facility Security Officer (FSO) will hold government property assigned to the employee and notify OPM.

(d) Inactivity on EPIC will trigger an inquiry to determine if credentials are still needed. If credentials are pulled from investigative personnel for any reason, the investigative personnel cannot transmit reports via EPIC or perform any work under this contract. When investigative personnel are removed or suspended from the contract, within five days, the contractor must be in possession of all government provided equipment and information (i.e., case papers, investigative personnel notes, credentials, etc.).

(e) OPM will not provide the contractor space for administrative purposes including security personnel (contractor FSO), quality review staff, or other purposes.

(f) Credentials

(1) OPM Fieldwork and field investigations may not be performed by investigative personnel until credentials are issued. Only those contract personnel who successfully complete the OPM approved investigative personnel training and are assigned to conduct fieldwork will be eligible for credentials. The use of credentials issued by another agency in performance of investigative work under this contract is strictly prohibited. All work is to be reported by either credential number or EPIC identification number of the individual performing the work.

(2) Investigative personnel credentials are, and shall remain the property of the U.S. Government at all times. Credentials shall be returned to the Government upon termination of employment, termination and/or expiration of the contract, or any other reason deemed appropriate by the Government. Should OPM require the credentials to be exchanged; the only cost borne by the government will be the cost of the credentials. In the event credentials are re-issued or changed (i.e., design, etc), the government will only provide the credential, any additional expenses associated with the change shall be borne by the Contractor.

(3) Should the Contractor be unable to return credentials to OPM within 5 days of a request the Contractor shall immediately notify the COR. Notification will include the circumstances preventing the return of the credentials and when the Contractor expects to return the credentials. This notice shall include a description of all efforts made by the Contractor to recover the credentials and should include the full name, current and/or last known address and telephone number of the person whose credentials are at issue. Additionally, include any information which the Contractor believes may facilitate the recovery of the credentials, should recovery of the credentials by the Government become necessary. The Contractor is responsible for producing an Incident Report when appropriate. Only OPM will have the authority to destroy credentials. The contractor shall be responsible for reimbursing the government \$2,000 per set of lost or un-returnable credentials or those damaged beyond use.

(4) Credentials will be issued only to investigative personnel cleared to work under this contract. For OPM to issue credentials the Contractor shall provide the investigative personnel's name, SSN, a digital jpeg photo of the investigative personnel, investigative personnel's signature, and any other information requested by OPM. Credentials shall not be photocopied, altered or modified in any way. Anyone who falsely makes, forges, counterfeits, alters, reproduces, or tampers with a OPM credential is subject to possible criminal sanctions, in accordance with Title 18, U.S.C.A., Sections 499, 506, and 701 and immediate removal from the OPM contract. Use of or allowing the use of OPM credentials for other than official duties related to this contract may be considered sufficient cause for criminal sanctions, in accordance with Title 18, U.S.C.A., Section 701.

(5) Credentials must also be strictly controlled and protected by the Contractor and investigative personnel from unauthorized use or loss. The loss or theft of credentials

shall be reported within 24 hours of discovery to OPM and to the local police having jurisdiction in the location where the credentials were lost or stolen. Lost or stolen credentials will not be replaced until OPM has received a copy of the police report or the name and contact info of the officer taking the report. When the employee has separated and replacement credentials are not required the Contractor has five business days to submit a copy of the police report to OPM. The Contractor shall report any other inability to account for credentials of investigative personnel (e.g., as a result of investigative personnel unexplained absence, death, deployment overseas with the military, etc.), whether temporary or permanent within 24 hours of the Contractor's discovery.

(6) If a contractor is enrolled in a training program that requires credentials, they may obtain them from OPM. The contractor must in turn provide proof of completion of the training program within 60 days of being issued the credentials. The Contractor shall report unauthorized use of credentials to the COR within 24 hours of its occurrence. Any investigative personnel using credentials for a purpose other than one authorized under this contract shall be barred by OPM from further performance of work under this contract and from being issued or using OPM credentials in the future.

(7) The Contractor shall submit an initial Credentials Accountability Report to the COR or designated representative 30 calendar days after the contract is established, accounting for each credential issued up to that point by OPM. For each credential, the report shall include the investigative personnel's name, SSN, complete mailing address, telephone number, credential number, date of credential issuance, expiration date of the credential, and list any/all other Government Identifications (IDs) issued by any Government agency for the sole purpose of performing work under this contract. The names and SSNs of all investigative personnel who have terminated their work under the contract (including disposition/location of their credentials/Government IDs if not yet sent to OPM) should also be included in the report. The Contractor shall update this information monthly, and any changes to this initial list should be noted and sent to OPM on a monthly basis and received by the COR no later than the 10th calendar day of each month thereafter. OPM, at any time, may also ask for a complete written account of the status of all credentials issued.

(8) The Contractor is liable for any and all injury of any kind which results from the misuse of investigative personnel credentials by the Contractor, its heirs, successors and assignees, the Contractor's employees, subcontractors, consultants, or others whose possession of the credentials is reasonably foreseeable to the Contractor. 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.

(9) When returned to OPM, investigative personnel credentials shall only be hand delivered by Contractor personnel or shipped by Registered and/or Certified United States Postal Service Mail, United States Postal Service Express Mail, or an equivalent

service approved by OPM. All mailed credential packages are to be signed by the recipient.

(10) The company that first submits the agent's name for access to the OPM contract becomes the "sponsoring" company for that agent which attaches certain responsibilities and contractual requirements. A sponsoring company becomes financially responsible for, but not limited to, the cost of the investigation and re-investigations as needed for access to the contract, all costs associated with credential issuance, loss, and control, all costs associated with PIV issuance, renewals, loss, and control; control and maintenance of all GFE to include the Handbook, all costs associated with training, and other requirements set forth in this contract. The contractor is responsible to ensure that all GFE is returned in good condition upon an agent's termination from the contract, contract end, or upon request by OPM.

(a) If an agent leaves a sponsoring company, the agent must surrender the GFE to the sponsoring company who in turn surrenders it to OPM, unless otherwise noted. The first company requesting access to the contract for that investigative personnel, assuming a favorable termination, will become the new sponsoring company and will inherit the aforementioned responsibilities of the sponsoring company to include any gap training needed. This section does not alleviate the responsibilities of the non-sponsoring company's duties as set forth in other sections of this contract, such as, but not limited to, compliance with integrity investigations for work on their contracts.

C.5 MATERIALS

(a) **Secure Storage for Investigative Materials:** The Contractor is required to maintain strict security measures in all its operations and provide secure storage for investigative materials. A Contractor Security Plan outlining procedures will be delivered. Contractor facilities must have been inspected and approved by OPM for the handling and storage of investigative material. The Contractor shall consider investigative material sensitive, unclassified material subject to the Privacy Act of 1974 and it must be handled accordingly. Contractor, subcontractor, and consultant personnel will comply with all applicable provisions as determined by OPM and the FIS Security Manual, incorporated herein by reference, and any revisions to that manual.

(b) Contractor Furnished Equipment and Support Requirements

(1) Because OPM investigations are processed in EPIC, the Contractor shall provide certain computer equipment that will allow its field locations and investigative personnel to receive work assignments and related information electronically from EPIC, enter tracking data directly into EPIC, and type completed reports of investigation in OPM's approved format and transmit them electronically to EPIC. The Contractor shall store and process all investigative information on EPIC. The Contractor's EPIC related information technology systems shall adhere to the OPM-FIS Laptop Security Requirements. OPM reserves the right to audit/inspect any laptop, computer, or IT system used by the contractor for work under this contract.

(2) Each field office location that will receive printouts of case papers for assignment to investigative personnel or that will have supervisory or clerical staff responsible for assigning and following up on OPM cases must have an IBM-compatible Personal Computer (PC) dedicated for use on OPM's EPIC and a printer connected to the PC that will effectively handle printing of work received daily.

Note: As OPM invests in new technology the requirements of this section may change at a pace similar to normal equipment upgrades in the Information Technology industry. Since the Contractor is responsible for normal maintenance and upgrades of equipment OPM will not make any price adjustments as a result of updates.

(3) Investigative personnel will type reports of investigation into OPM's EPIC reporting format and transmit them to EPIC must have access to an IBM-compatible PC or laptop dedicated for use on OPM's processes and be cleared at the required level (for EPIC access) by OPM. Record couriers may also conduct law checks, which are entered into the EPIC system by other investigative personnel, but shall not access EPIC themselves.

(4) The integrity and confidentiality of investigation data must be maintained through technical and procedural controls. OPM will provide software as defined in the OPM-FIS Laptop Security Requirements document for the Contractor to use as elements of a secure software package configured by them. All software provided by OPM is licensed or written by OPM and is the property of OPM, and all originals and copies shall be returned to OPM at completion of the relationship or upon request. Reproduction of the software shall be only for work performed for the purpose of completing investigative work for OPM. OPM will provide the following software: PIPS-R version 6.6.1 (or later), Software AG Entire Connection version 4.5.1.2 (or later), and Cisco VPN Client version 4.6 1 release 19 (or later). No OPM software can be modified without having been previously approved by OPM/FIS. Prior to use on the OPM network the contractor shall provide the initial prototype of each model and brand of laptop or PC for OPM approval of its software configuration. If more than one model or brand will be used by the contractor, a prototype for each will need approved by OPM. Imaging may occur at FIPC or at another location with OPM's pre-approval. Updates to approved images require OPM's re-approval of that image before it may be released for use. Any subsequent models or brand changes in laptops or PCs must also be submitted to OPM for approval of configuration. Laptops and PCs will have Adobe Reader installed to enable use of the Investigator Handbook and other electronic documents.

(5) The use of recording (electronic) devices as an aid in recording interviews (for background investigations) is prohibited.

(6) Any deviation from the IT laptop or desktop requirements for reasonable accommodations must receive pre-approval from OPM prior to use.

C.6 QUALITY ASSURANCE SURVEILLANCE PLAN

OPM will initiate a contract performance assessment program that evaluates the quality and timely performance of the contract requirements and require corrective measures as appropriate. OPM will ensure compliance with contract requirements through various means such as a review of administrative and managerial processes and investigative practices, on-site inspections, an assessment of employees while conducting work (check rides), and a quality review of completed fieldwork investigation.

C.7 CONTRACTOR QUALITY CONTROL – COMPLIANCE WITH QUALITY STANDARDS

(a) The Contractor shall conduct a pre-submission quality review by a qualified reviewer of all OPM-FIS products and shall maintain an inspection and evaluation system to ensure that all investigative work products and other deliverables submitted to OPM conform to contract requirements, national investigative and adjudicative standards. The Contractor shall not submit for payment any case that does not meet the requirements of this contract.

(b) OPM shall assign all persons conducting quality or other reviews of its reports of investigation, individualized identification numbers. The Contractor shall provide the names and identification numbers to the COR.

(c) The Contractor shall establish a program for the evaluation of investigative personnel during the performance of their work to ensure compliance with the professional conduct requirements, PII protection, and investigative standards of this contract. This may also include, but is not limited to, such things as a mentoring program and a ride-along program. The evaluation should be conducted at a minimum, semi-annually. The Contractor has the discretion to conduct additional evaluations on a more frequent basis if personnel performance demands it. The results of evaluations conducted under the Contractor's evaluation program must be forwarded to the COR within 30 days of the date of the evaluation. The results also need to be included in an annual performance review of investigative personnel. See Attachment 2 for minimal training standards.

C.8 OVERSIGHT OF INVESTIGATIVE PERSONNEL

(a) During the first year of investigative personnel employment, the Contractor shall re-contact via telephone no less than three (3) percent of all personal sources obtained by each investigative personnel per month on a random sampling basis. Sources shall be re-contacted within 60 calendar days of the initial contact. The Contractor shall also conduct telephonic re-contacts in excess of 3% on individuals when discrepant information or other concerns are detected by OPM or the Contractor's oversight efforts. The results of all re-contacts must be maintained by the contractor for 120 days from the date the results were received by the contractor.

1. The contractor should also have in place a process to verify that record searches are done appropriately on first year investigative personnel including those who access information by approved other than "in person" means such as approved databases. At

least 12 verification record searches per person should be conducted twice within the first year. If integrity concerns are suspected, OPM may request additional record search validations be conducted.

(b) The Contractor shall report to the COR or designated OPM representative within three (3) days, unfavorable interviewee comments (obtained for quality control purposes) which produce information which does not reflect well on the investigative personnel conducting the initial interview or that produce derogatory or issue information regarding the investigative Subject, or which indicate a discrepancy with the original reported information in accordance with the provisions of this contract.

(c) Initial analysis of complaints will be done by the COTR to include the identification of cases possibly affected by the complaint, and to determine whether the Contractor will be responsible for conducting the investigation into the complaint. The Contractor will have 30 days to complete resolution and rework, and if not completed within the 30 day timeframe, OPM reserves the right to accomplish the work and charge the Contractor for the resources expended. OPM will also conduct investigative personnel integrity validations and may request the Contractor to conduct record searches or make personal source contacts in person when OPM's results raise questions about the integrity of personnel or products. All such casework will be at the Contractor's expense and OPM-IA will assign a due date for completion of the work.

(d) Complaints on Contractor personnel or subcontractors may be developed through but are not limited to re-contact letters, case interviews, subject of investigation, source of investigation, and agency personnel. Refer to Section H.3 herein for detailed processing and handling of said complaints.

(e) Rework: If allegations of falsified casework arise, the Contractor shall notify OPM within 24 hours of discovery, or not later than the close of business the following business day. OPM will determine whether the Contractor or Federal investigative staff will conduct the initial investigation into the allegations of falsification. If initial investigation is conducted by the contractor, the investigation must be completed within seven (7) calendar days. Depending on the results of the investigation, OPM will determine the appropriate course of action and level of rework needed for case(s) previously worked by individuals who have falsified casework; the amount of required rework will be at OPM's discretion. OPM reserves the right to conduct the rework at the contractor's expense. If the rework for the case(s) is completed by the Contractor, the rework (including the review of the rework by OPM) is done at the expense of the contractor and is subject to further audit by OPM. OPM will establish a timeframe for expected completion of resolution and rework assigned to the Contractor on a case by case basis, based on the size and scope of each individual integrity investigation. If not completed by the determined due date, OPM reserves the right to accomplish the work and charge the Contractor for the resources expended. Failure to meet the established timeliness will be identified in the PMR and will be utilized as a factor in case assignments and considered in the IAB.

(f) OPM will notify the contractor of any problem areas not identified through quality review, the complaints process, or through other appropriate channels. The contractor shall be responsible for researching the problem area and providing OPM with a detailed summary of the problem, to

include the name of the contractor personnel involved, any action taken against said personnel, complete information regarding any cases involved, the steps that will be taken to correct the problem area, and the measures that will be adopted to avoid future concerns in the area. OPM will determine a set deadline for the response based on the complexity of problem.

(g) OPM may refer cases of confirmed falsification for federal prosecution for which the Contractor will bear financial responsibility.

(h) OPM may require investigations into loss or misused GFE or Government information. The contractor will comply with all requirements of the investigation. All such costs will be at the contractor's expense.

(i) Contractor must comply with the current FIS PII Policy.

C.9 CASE MANAGEMENT

(a) Case materials will be handled according to the following timeline;

(1) Within 14 days of transmitted fieldwork items clearing Review Complete (RC), or the items completing in EPIC (i.e. CM/NR), the Contractor shall be able to account for associated investigative personnel notes, case material sent to investigative personnel and all other investigative materials.

(2) Destroy (shred) case notes and all duplicate case materials (CATs, investigative forms, mailer attachments) after 30 days of case closing CM status. The shredding of case material must be accomplished in accordance with OPM-FIS Security Manual and OPM FOIP requirements. If case material is shredded at the individual's duty station, the contractor must include a plan as part of their proposal and management plan to state how they will be in compliance with OPM-FIS Security Manual, OPM FOIP requirements, and OPM PII Guidance.

(3) Case notes are any document in any media created in the field that is not retained as part of the agency/permanent case file; such as interview notes or case papers with written notations. Records relating to the maintenance and disposition of these files must be provided immediately upon request of the Government and available to OPM at the conclusion of the contract. The contractor is responsible for establishing inventory and accounting procedures necessary to ensure completion of these tasks. Records must be retained for a period of 2 years or the end of the Contract, whichever occurs first.

(b) On request from OPM the Contractor will provide original case notes to FOI/PA. A designated point of contact for the Contractor will receive and respond to these requests. Within 10 calendar days of a request the case notes will be collected from various Contractor locations, assembled into one package and delivered to OPM-FIS FOI/PA. Delivery of these notes is at the expense of the contractor. If case notes have been destroyed or previously sent to OPM the Contractor response will summarize those actions.

(c) When original case notes are requested by the OPM-FIS Integrity Assurance (IA) the Contractor must maintain a copy of the case notes, notated as a copy, until email notification from OPM-FIS-IA is received confirming shipping receipt. The notated copy must be destroyed within five days of notification of receipt from OPM-FIS-IA. Delivery of these notes is at the expense of the contractor.

C.10 CONTRACTING OFFICER (CO)

The CO is the only person authorized to approve changes in any requirement of this contract or issue task orders. This authority remains solely with the CO. In the event, the Contractor effects any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made to the contract price.

C.11 INVESTIGATIVE REQUIREMENTS

(a) The Contractor's conduct of investigations and the completed report of investigations shall comply with Executive Orders, OPM policy, Investigator's Handbook, and other requirements in this SOW. This includes scope, expansion of investigation, personal interviews, birth, citizenship, education, employment, references, neighborhoods, creditor records, local agency checks, and public record checks. These references are appended to this SOW and are incorporated by reference therein.

(b) The Contractor shall be responsible for the conduct of all investigative source interviews and record checks assigned to them, in accordance with the references cited in this contract except for overseas sources and counterintelligence investigations.

(c) To the extent necessary to perform its obligations under this contract, the Contractor may request that OPM help facilitate access to any Federal, state, or local law enforcement agency investigative reports or other law enforcement records. The Contractor is responsible for maintaining a list of all law enforcement agencies that decline to release records to it. The Contractor shall provide this list to OPM as part of the monthly deliverables. OPM will dialogue with the agency in an effort to gain access to the records.

(d) OPM will take reasonable steps to facilitate the Contractor's access to the same records and databases of State and local law agencies to which OPM has access for work requirements under this contract.

(e) OPM shall conduct initial MILR (G0) searches in the Defense Personnel Records Information Retrieval System (DPRIS), and the National Archive and Records Administration (NARA) directory. OPM will also conduct initial law checks for states or regions with approved centralized databases (see table below for current states). The Contractor is responsible for extension coverage on LAWE and MILR items as scheduled by OPM or when records are not in the DPRIS or NARA System. The extension coverage will be completed in accordance with the Investigator's Handbook.

Initial Law Checks for States or Regions with Approved Centralized Databases			
State		State	
Wisconsin		Massachusetts	
Vermont		Hawaii	
Delaware		New York	
Minnesota		Texas	
New Hampshire		Florida*	
Arizona		North Carolina	
Louisiana		Alabama	
Rhode Island		South Carolina	
Georgia		Virginia	
Oklahoma		Maryland	
Utah			

*Florida currently has 34 counties participating.

(f) OPM authorizes contractors to use the Public Access to Court Electronic Records (PACER) system for bankruptcy checks. OPM also authorizes court checks through LA County e-Court Online.

(g) A government wide initiative has been undertaken by OPM to create electronic official personnel files (eOPFs) with federal agencies. The eOPF is an electronic view of the complete OPF. Agencies are in various stages of transition to electronic records. The following procedures will be used:

(1) When an OPF is scheduled to an agent for review they are to contact that agency's HR office to determine if the record is paper or electronic. If the file is electronic, determine if it falls under the OPM eOPF initiative.

- (2) If it is paper, the file will be reviewed by the field agent per normal Handbook procedures.
- (3) If the file is electronic, under OPM's eOPF initiative, the agent should send email notification to FISeopf@opm.gov or call 724-794-5612 and request the respective OPM Workload Administrator. The OPF will then be re-assigned to ORG JH1 for review and processing. The investigative personnel should not attempt to review the electronic OPF.
- (4) If the file is electronic, but it is not OPM's eOPF initiative, the file will be reviewed by the field agent per normal Handbook procedures.
- (5) If the OPF scheduled as an employment check and the item is being re-assigned to JH1 due to the OPF being electronic, the agent is still responsible for conducting other checks as applicable (i.e., personal contact) for that employment item. The agent should schedule the record as EMPL- EM (ID Prefix) or GENL
- (6) There are agencies that have created their own electronic version of the OPF prior to the OPM initiative such as DoD and Dept of State. All federal agencies will be migrating towards the standardized electronic version that OPM has implemented. Agency unique electronic OPFs do not get re-assigned to JH1. These OPFs should still be reviewed by the investigative personnel at that agency. When the agency converts to OPM's standardized eOPF those items will be re-assigned to JH1.

(h) A list of participating eOPF agencies is provided and updated by OPM as needed. Requests for copies of the list should be made to your COR.

(i) The contractor will be responsible for conducting BVS checks in Massachusetts by record checks and in the state of Oklahoma for any subjects born prior to 1947. All other BVS checks will be conducted by OPM.

(j) Occasionally, coverage requirements for current cases may be modified due to cases that were previously completed by OPM. These cases are called updates or upgrades as outlined in the Investigator's Handbook. If modified scheduling is appropriate, the coverage is adjusted accordingly.

(k) OPM may require cases that are over one year old and have not had any type of closing action, to be brought up to date. This may involve subject contact, validation of subject's activities, law checks, and other requirements outlined in the Investigator's Handbook.

C.12 ADDITIONAL INVESTIGATIVE REQUESTS AND SPECIAL REQUIREMENTS

(a) Within a one year period, OPM may require the Contractor to obtain selected personal or record sources at no extra charge when the request is within the scope of the case (e.g., a final court disposition on a matter that was pending at case closing). When potentially disqualifying suitability issues are identified and OPM has jurisdiction to take adjudicative action, OPM may require additional field investigation before adjudication can occur at no extra charge if

requested within one year of closing. Any case rework supporting OPM's Freedom of Information/Privacy Act (FOIPA) office which relates to the accuracy of information must be completed within 20 days, at the Contractor's expense. Any work outside these parameters would be compensated based on Time & Materials Rates for investigative personnel as proposed by the Contractor and approved by OPM.

(b) OPM may order Reimbursable Security/Suitability and other suitability type investigations under this contract. The Contractor shall perform all investigative work and analysis and prepare reports and routine correspondence for these orders. OPM will pay the Contractor for this work at the firm fixed-price rates established for CLINs 111 to 121 or at the Time and Materials Rates for CLINs 122 and 123, which will be used only in limited circumstances. The determination to use Time and Materials rate will be at OPM's discretion.

(c) If a contractor comes into the possession of classified material, inadvertently, OPM requires that investigative personnel notes and other documents be surrendered and sanitized, the laptop to be surrendered for degaussing, and OPM may also require statements to be taken from all parties involved. The contractor will comply with all such requests and all such requirements will be at the contractor's expense.

C.13 ADDITIONAL INFORMATION

(a) Unless specifically marked as classified, all duplicate ROIs, attachments to ROIs, investigative personnel's notes, documents, and other materials in which investigative information is collected, stored or reported, are For Official Use Only (FOUO), and shall be protected and destroyed by the Contractor. Storage and destruction practices shall be in accordance with this contract, OPM policy, the Privacy Act of 1974, as amended (5 U.S.C. 552a). The disposal of FOUO case material must be in compliance with OPM-FIS Security manual. Materials marked as classified, i.e. confidential, secret, or top secret must be handled in accordance with OPM-FIS Security Manual and must be returned to OPM for appropriate investigation and destruction.

(b) To maintain OPM's reporting system, the Contractor shall operate within OPM's EPIC automated work distribution system. This system provides for up to six regional locations for oversight of investigative personnel case work, and for up to 99 supervisor or investigative personnel duty station locations within each region for assignment and distribution of case assignments and measurement of productivity. The work distribution locations are essential for faxing releases on priority cases and distributing case material effectively. Upon contract award, OPM will ask for the mailing addresses, physical addresses, phone numbers, and fax numbers for the distribution locations requested by the Contractor.

C.14 PROGRAM MANAGEMENT

(a) The Contractor shall establish and maintain a Program Management Office under the authority of a Program Manager (PM) to manage the effort required by this contract. The Contractor PM shall have sufficient corporate authority to direct, execute, and control all elements of this contract.

(b) The Contractor shall present a Program Management Review (PMR) to OPM quarterly or as otherwise directed. The Government shall consult the Contractor to establish a mutually agreed upon date, time, and location for the PMR, but in the event the parties are unable to agree, Government reserves the right to unilaterally establish the date, time, and location. All aspects of this contract including progress, production status, cost, schedule, number of delinquent cases, case deficiencies, complaints and disposition of complaints, special projects, training, current issues of mutual interest, quality assurance, future plans, and any other issues/concerns shall be presented and discussed at these reviews. Some reports may be requested independent of the PMR cycle to address management issues. The Contractor is responsible to record and distribute meeting minutes, to include action items. The resulting minutes from the PMR shall be prepared and submitted electronically to the COR within 15 calendar days.

C.15 DELIVERABLES

Note: Unless otherwise specified, all deliverable products will be digital and MS Office compatible.

(a) Program Management Review minutes, 15 calendar days after the PMR.

(b) Investigative personnel Integrity. The contractor must report by the 10th of each month the number of source re-contacts (telephone, or personal contacts) attempted by the Contractor, the number of successful re-contacts and provide the specific case numbers with documentation of those that provide unfavorable information. The Contractor must notify OPM of any derogatory information or issue(s) obtained from re-contacts within 1 day of receipt.

(c) Monthly Delinquency Report. The Contractor shall submit a delinquency report to the COR or designated representative no later than the tenth calendar day of each month if there are delinquent cases (i.e., cases that exceed the Contract Specification Delivery Date in Section F.8) regarding previous months activities. The report must include the subject's name, case number, type of case, number of days overdue, reason for delay, current status, estimated completion date, and totals for each category. Contractor format is acceptable. OPM will provide regular, routine EPIC reports or EPIC access, at OPM discretion, that show cases overdue.

(d) Removal Notification / Staff Misconduct, as needed. The Contractor shall provide notification of adverse action (removal) of staff assigned to provide services under this contract within one workday of occurrence.

(e) Computer Security Report. The Contractor shall furnish OPM monthly reports outlining changes in EPIC access and changes to the location/assignment of hard drives with EPIC access.

(f) Incident Report to include PII Loss.

(g) Credentials Accountability Report, monthly on the 10th. The Contractor shall report all forms of Government Identifications (IDs) within this report (i.e. Department of Energy (DOE) cards, Defense Biometric Identification System (DBIDS), etc...). The Contract must provide a

Certification to OPM that all additional Government IDs have been returned to the issuing Government agency. When this deliverable is received, it should include all separation from the previous month. If any IDs unable to be certified as being returned to the issuing agency, the Contractor must include an explanation of the circumstances surrounding the situation and the corrective measures being taken to ensure proper return of the IDs to the issuing agency.

(h) Change of Key Personnel Report.

(i) Staffing levels. At least 30 days prior to contract implementation and then by the 10th of each month, the Contractor must provide OPM with the FTE staffing levels available for work under this contract and any other requested data as outlined in this SOW, to assist OPM in assigning cases. The hours must be indicated by those to be used strictly as investigative personnel hours and those to be used as IT hours (including record couriers and record searchers). The FTE level must be based on Contractor personnel that OPM has previously favorably adjudicated and determined to qualify to work on this contract.

(j) Management Plan. The Management Plan documents how the Contractor will perform management functions in support of the SOW. The plan will address the management structure along with SOW management functions, geographic factors and training plans for all categories of personnel working on this contract. This plan shall be submitted to the COR no later than 60 days after the contract award. The management Plan will be approved by OPM. Contractor shall provide updated annually of their Management Plan at the end of each fiscal year.

(k) On an annual basis OPM will require the Contractor to provide a list of all investigative personnel dedicated to the OPM Contract who have received clearances and the specific level and the quality and timeliness of investigative personnel.

(l) Also the contractor shall provide annually a list of all contract personnel who have accomplished OPM directed information technology training.

(m) Contractor's evaluation program. See paragraph C.7. (c).

(n) Investigator Handbook Acknowledgement Form, when issued or revised.

(o) Contractor Quality Control Plan, current version will be delivered at the start of each contract year.

(p) Contractor Security Plan, current version will be delivered at the start of each contract year.

(q) PII Protection Plan, a current version will be delivered by the 15th day of each fiscal year. As a minimum the Plan will demonstrate how the requirements of OPM clause 1752.224-70 and PII Policy will be implemented and shredding requirements of OPM security manual and OPM FOIP.

(1). This will include a monthly certification by the Program Manager due by the 10th of each month. It must reflect that case notes or any document in any media created in the field that is not retained as part of the agency/permanent case file; such as interview notes

or case papers with written notations be accounted for and destroyed in accordance with the OPM security manual and OPM FOIP. The contractor is responsible for establishing inventory and accounting procedures necessary to ensure completion of these tasks.

- (r) Business Continuity Plan, delivered by the 15th day of each fiscal year. Refer to Section H.9
- (s) PIV Lost Report Monthly
- (t) Drug Free and Violence free Workplace Plan delivered by the 15th day of each fiscal year
- (u) Subcontracting Plan
- (v) Veteran Hiring Plan in accordance 52.222-35.
- (w) Miscellaneous Reports. The Contractor may be required to furnish other routine or periodic reports regarding processing information not readily available from other sources such as EPIC.
- (x) Reports of Investigations meeting OPM standards.

USIS Technical Proposal [58 pages]

Solicitation OPM15-11-R-003

Reference Nos:

BCG-2011-083

BCG-2011-091

BCG-2011-099

Submitted July 25, 2011

Technical Proposal

Submitted to:

U.S. Office of Personnel Management
James C. Thieme, Contracting Officer
Boyers Contracting Group
1137 Branchton Road
Boyers, PA 16018

Prepared By:

US Investigations Services, LLC
7799 Leesburg Pike, 11th Floor - North
Falls Church, VA 22043
DUNS Number: 62-660-5773

Authorized Negotiator: [REDACTED]

Email: [REDACTED]

Fax: 703.637.1741

Signature Authority: [REDACTED]

Fax: 703.637.1741

USIS agrees to all terms and conditions as stated in the RFP and agrees to furnish any or all items at the prices offered. USIS agrees to be bound by this offer, in the event OPM awards the contract without further discussion.

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with reference to this legend.



Ensuring a Safer Future Today

July 25, 2011

James C. Thieme
U.S. Office of Personnel Management
Boyers Contracting Group
1137 Branchton Road
Boyers, PA 16018

Reference Nos: BCG-2011-083
BCG-2011-091
BCG-2011-099

Dear Mr. Thieme:

USIS is pleased to submit the attached technical proposal in response to solicitation OPM15-11-R-0003 for Background Investigations Fieldwork Services and your subsequent revision request, BCG-2011-083. We have prepared this revised volume in accordance with both solicitation and subsequent requirements.

USIS looks forward to demonstrating our continued commitment to supporting OPM's objectives and national security mission.

To ensure we have responded to every revision request, we have provided a compliance matrix based on your letter dated July 7, 2011. In the event additional information is required, please direct any questions or requests for clarification to:

[Redacted]
Email: [Redacted]
Phone: [Redacted]
Fax: 703-637-1741

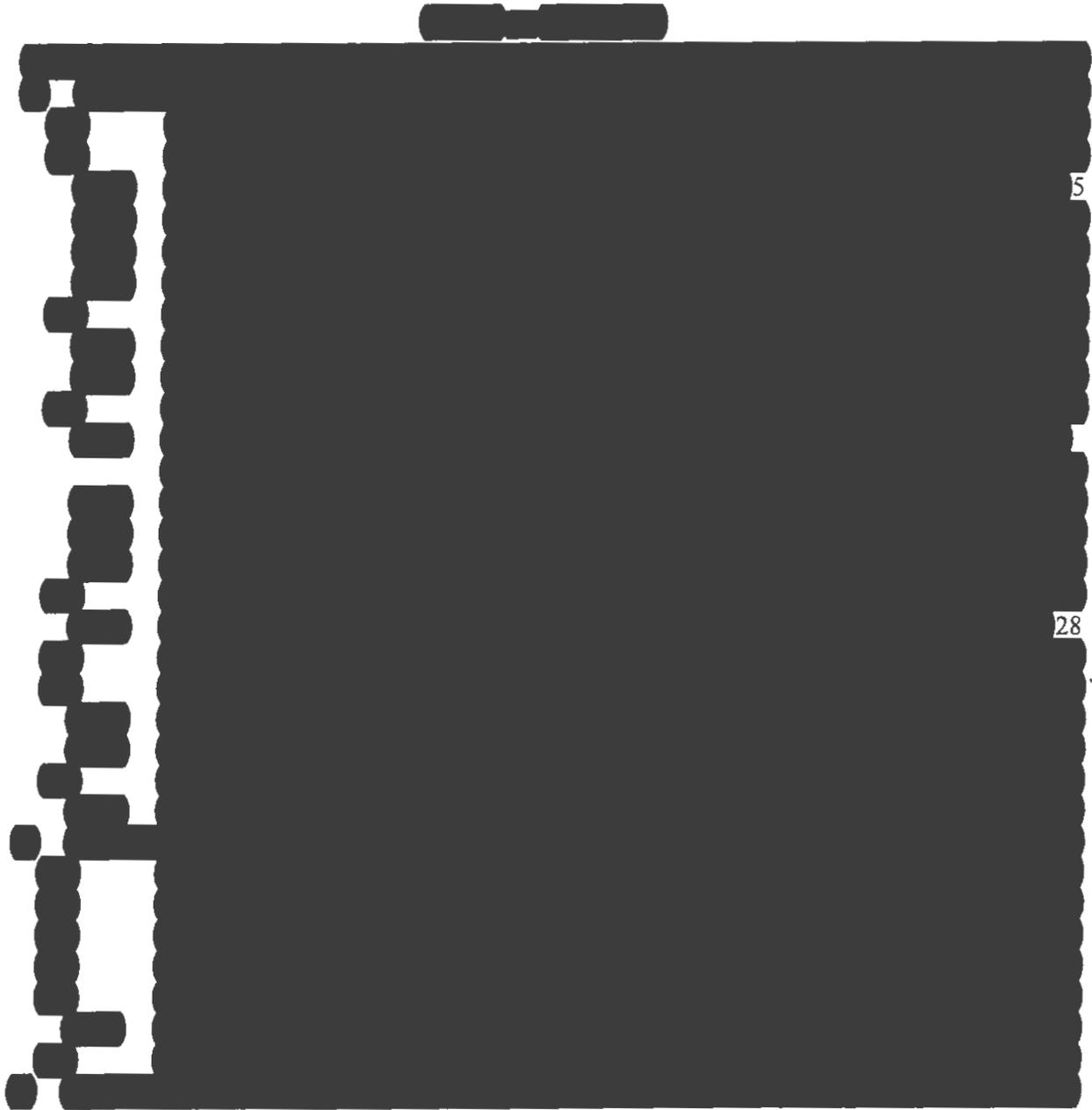
[Redacted]
Email: [Redacted]
Phone: [Redacted]
Fax: 703-637-1741

Sincerely,

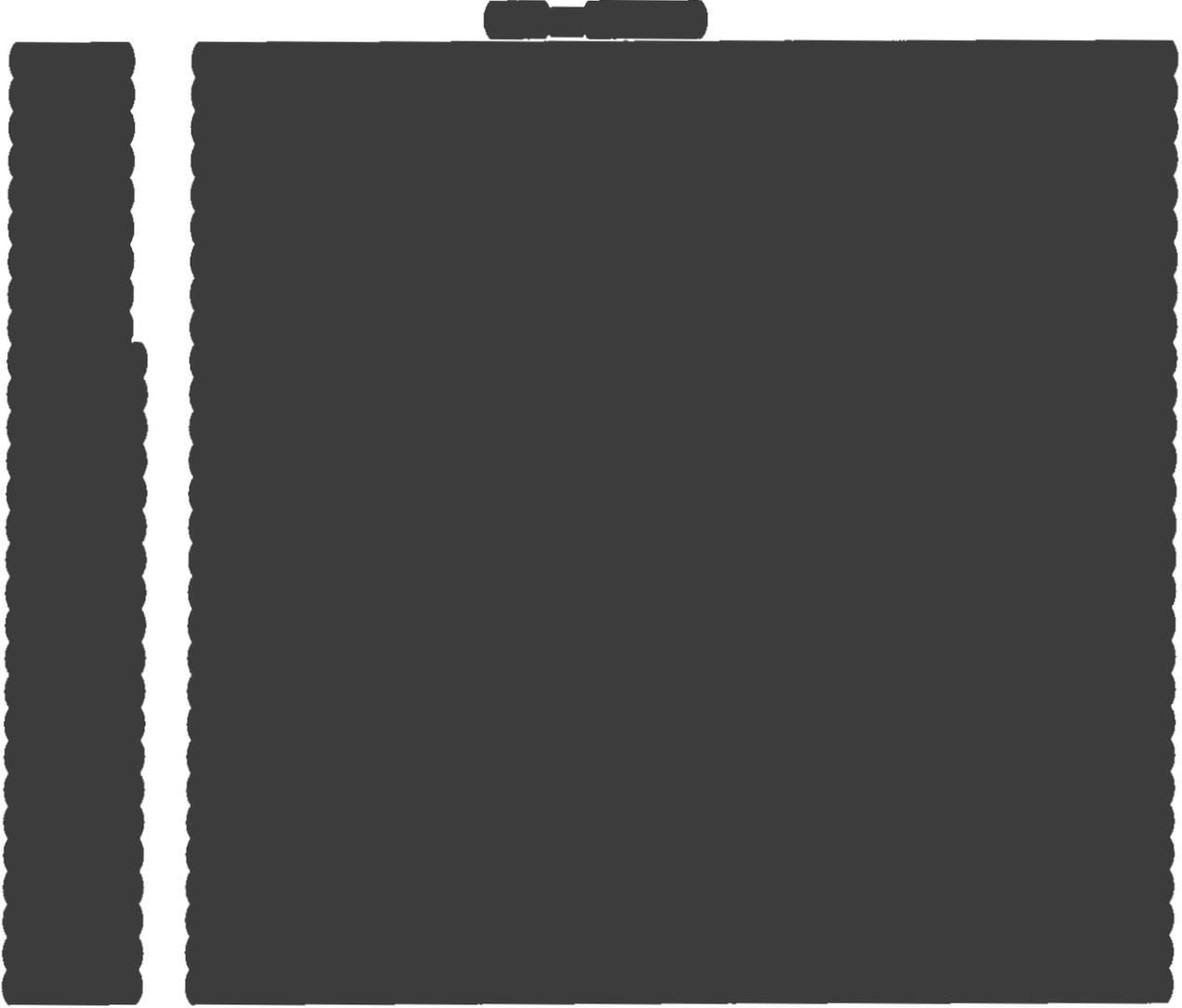
[Redacted Signature]

[Redacted Title]

Requirement	Section	Page
Include a positive statement asserting that you take no exceptions to any sections in the solicitation or any of the solicitation amendments	1	2
Include statement acknowledging that every person who will require access to an OPM IT system to work this contract, if awarded, will be required to complete a new Form 1665, regardless of any activity on any existing contract with OPM	1.1	3
Provide details on what specific steps will be taken to ensure the timeliness requirements from section F of the solicitation are met	1.2.1	5
[REDACTED]	1.2.1.1	8
Clarify current tenure of investigative workforce. Provide details of any efforts USIS is undertaking to better retain employees	1.7.1; 2.5; H.1.1	36; 45; H-2
Please incorporate a statement regarding the Certifications and Accreditations (C&A) of all proposed IT systems [REDACTED]	1.4.3	26
Resolve the discrepancy between page 8 of the technical proposal and page 4, section 2.6, of the USIS policy regarding the return of investigators' case notes	1.2.1.1	9
[REDACTED]	1.2.1.1	8
Please clarify if the 3% of total re-contact sources includes Record and Personal source contacts, and clarify the discrepancy in requirements for source contracts between page 10 and page B-15	1.5.1	B-15
Please clarify the term '[REDACTED]' Does this reference a [REDACTED]	D.2.1.1	D-6
Please provide a proposal revision to specifically outline the training plan for [REDACTED]	D.2.1.3	D-12
Please clarify that the requirement for reporting misconduct is 1 day versus 3 (page 32 of the proposal)	1.5.1.6 J.7	34 J-4
Please clarify the email sites used to report various security and other incidents and provide an appropriate proposal revision	E.9	E-4
Please resolve the discrepancy between page 2 of the proposal which references [REDACTED] investigative personnel and the [REDACTED] investigative personnel identified on page 36	1; 1.7.1.1	2; 37
Please provide a breakdown of FTE investigators, subcontract investigators, record searches, reviewers, and others	1.7.1.1 H.1.2	37 H.4



[REDACTED]



EXECUTIVE SUMMARY

[REDACTED]



1. FACTOR 1: TECHNICAL APPROACH/MERIT [L.6(J)(2); M.3(A)]

USIS is proud to be OPM's largest provider of background investigations for the past 15 years.

[REDACTED]

The interests of national security require that all persons employed in sensitive positions serving the government must be reliable, trustworthy, of good conduct and character, and of complete and unwavering loyalty to the United States. Through its background investigations program, OPM is responsible for protecting our interests and ensuring the safety of all Americans. As the primary investigations service provider for the federal government, OPM provides over 90% of the government's background investigations, conducting more than 2 million investigations each year. For nearly 15 years, USIS has worked in partnership with OPM to conduct personnel security and suitability field investigations, [REDACTED]

[REDACTED] USIS takes no exceptions to any sections in the solicitation or any of the solicitation amendments.

[REDACTED]

[REDACTED] Throughout our long-standing partnership with OPM, we have built and sustained a field organization that is trained to meet OPM requirements, credentialed in accordance with OPM's security standards, and [REDACTED]

[REDACTED]



[REDACTED]

Extensions for Additional Information [C.2(c)]. All requests for additional information are recorded and processed in EPIC and completed per timeliness requirements. [REDACTED]

Reports of Investigation [C.2(d)]. Fieldwork is completed in accordance with the OPM Investigator's Handbook. All reports of investigation are composed exclusively on an OPM-approved computer. These reports will continue to be written in the OPM-FIS designated format and stored exclusively within EPIC or an OPM-approved system.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This proposal will clearly demonstrate that USIS is positioned to continue to help OPM by conducting federal background investigations that are of high quality and completed on time. [REDACTED]

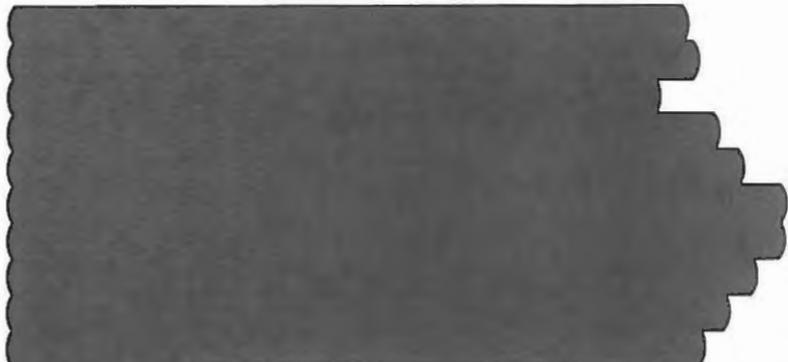
[REDACTED]

1.2 USIS APPROACH TO PERFORMING THE WORK [L.6(J)(2)(I), M.3(A)(2)]

USIS has consistently exceeded OPM's quality standards over the current contract, achieving an average quality rating of [REDACTED] compared to OPM's requirement of 95%. [REDACTED]

[REDACTED]

USIS has gained considerable firsthand knowledge of and insight into the complexities of personnel security services as OPM's prime background investigations contractor for more than 15 years. [REDACTED]



FAST FACTS

- [Redacted]

Exhibit 4 depicts our comprehensive approach to delivering high quality, timely background investigation services.

1.2.1 Case Management [C.9]



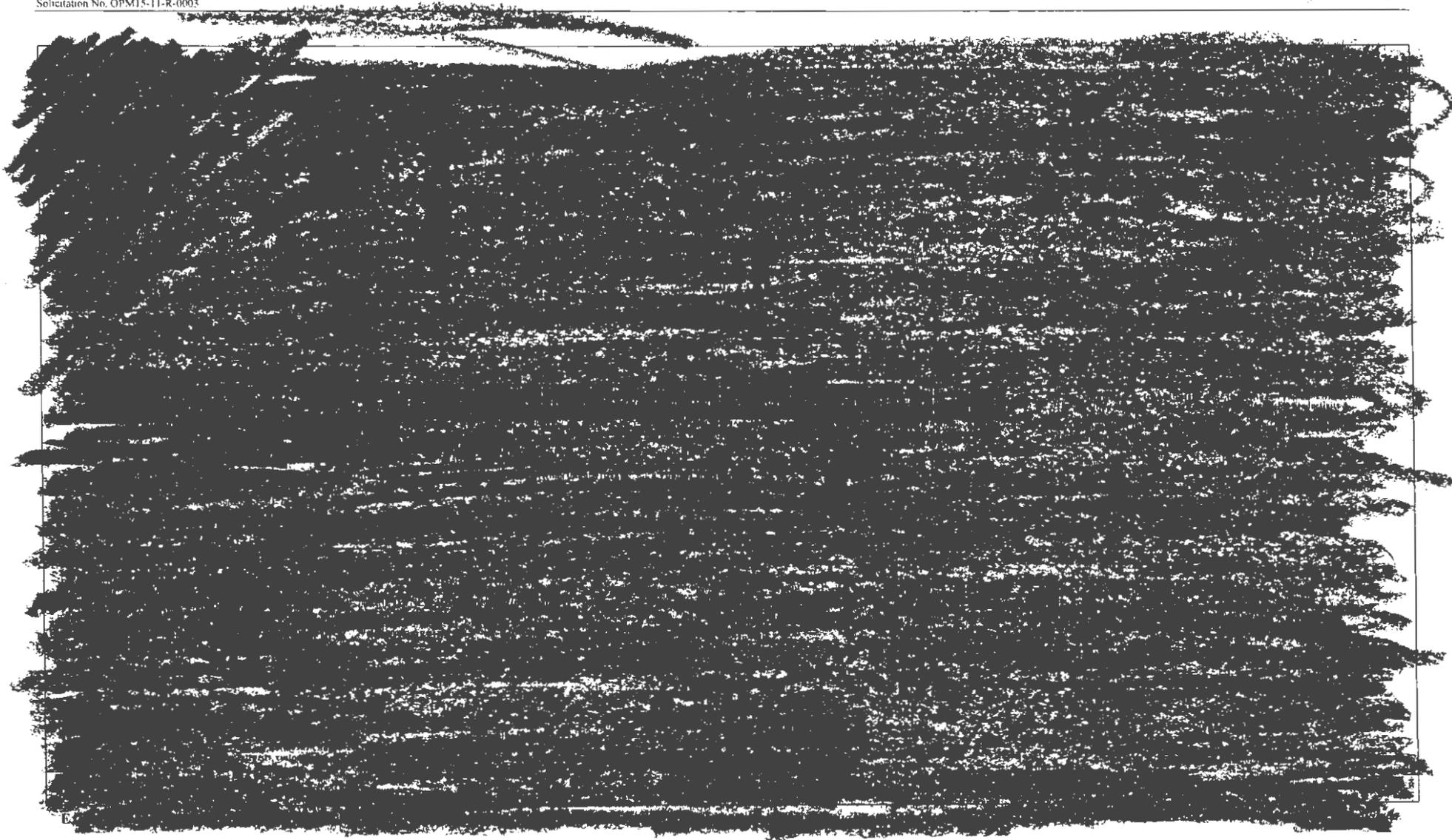
FAST FACTS

- [Redacted]

This also maintains our constant focus on OPM's objectives and facilitates delivery of a quality product in a timely manner.



[REDACTED]



1.2.1.1 Timeline [C.9(a)]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Receiving. USIS contractually accepts the responsibility for a case upon receipt of the Scheduling Record (01) from OPM. USIS' role in the lifecycle of an investigation begins when we receive notification of our assignment from OPM via the Units on Hand report generated daily from OPM's Personnel Information Processing System (PIPS) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EAST FACTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Assignment data is driven by the Reports Transmitted, Units Assigned Report, and Units on Hand Report generated from EPIC.

[REDACTED]

[REDACTED]

[REDACTED]

FAST FACTS

Upon completion of this USIS review of the case in its entirety, the reviewer releases all ROIs, and updates the last report in EPIC to review complete (RC). At this point, we consider the case delivered.

[REDACTED]

Closing. Once a case has been delivered to OPM, USIS investigative personnel will retain their case notes and case related materials for no more than 14 days after transmitted fieldwork items clear Review Complete (RC), or the items are shown as complete in EPIC.

[REDACTED] USIS follows the rigorous security measures documented in the OPM Investigator's Handbook and USIS security procedures, which will be updated upon contract award to reflect the new terms and policies.

[REDACTED]

When OPM informs USIS that the case is closed, we destroy all case notes and duplicate case materials within 30 days of receiving notice of the CM status. The destruction

of all case materials is accomplished in accordance with the OPM-FIS Security Manual and OPM-FOIP requirements. [REDACTED]

1.2.1.2 Providing Original Case Notes to FOI/PA [C.9(b)]

Upon request, USIS will provide original case notes to OPM-FIS FOI/PA [REDACTED]

1.2.1.3 Case Notes Requested by OPM-FIS-IA [C.9(c)]

USIS will continue to maintain a copy of all case notes requested by OPM-FIS-IA, notated as a copy, until we receive confirmation that OPM has received the documents. This copy will be stored in accordance with the same secure storage procedures we use to store all investigative materials. Within five days of notification of receipt, we will destroy the copy in accordance with the provisions of the OPM-FIS Security Manual.

1.2.1.4 Modifying Case Coverage [C.9(d)]

USIS will adjust coverage requirements for current cases as requested by OPM on the basis of previously completed investigations. We will modify scheduling as appropriate for these updates or upgrades per the guidance provided in the OPM Investigator's Handbook.

1.2.1.5 Updating Cases That Are More Than One Year Old [C.9(e)]

As requested by OPM, USIS will update cases that are over one year old and have not been closed. We will recontact the subject, validate the subject's activities during the time elapsed since the original fieldwork, and conduct law checks and other records searches as necessary in accordance with the guidance provided in the OPM Investigator's Handbook.

1.2.2 Investigative Requirements [C.11]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

EAST FACTS

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

As the demand for personnel background investigations increases, case types expand to meet customer agency requirements, and new Congressional mandates are imposed, OPM has responded to these challenges

[REDACTED]

[REDACTED]

USIS equips our investigative staff with the tools required to perform OPM fieldwork. [REDACTED]

1.2.2.1 Ensuring Compliance with Executive Orders, OPM Policy, the Investigator's Handbook, & Other Requirements [C.11(a)]

[REDACTED]

[REDACTED]

[REDACTED]

FAST FACTS

[REDACTED]

[REDACTED] Please refer to section 1.7.2, *Plan to Fully Implement & Train All Contractor Personnel*, for a detailed discussion of our training program.

In addition to our training program, we ensure compliance with OPM guidance and relevant legislation through our continuous quality assurance program, described fully in Attachment B, *Quality Control Plan*. [REDACTED]

[REDACTED] Three percent of all personal sources obtained by new investigators are recontacted on a random basis within 60 calendar days of the initial contact, the results of which are maintained for 120 days. We will conduct a minimum of 12 record search verifications at least twice per year [REDACTED]

1.2.2.2 Conducting Investigative Source Interviews & Records Checks [C.11(b)]

USIS investigative staff completes all field activity and reports each testimony in EPIC. [REDACTED]

Multiple source interviews and record checks are necessary to meet the requirements for each case type, as shown in **Exhibit 7**. USIS ensures all case coverage requirements are met [REDACTED]

[REDACTED] All investigations are conducted in accordance with the OPM Investigator's Handbook, [REDACTED]

[REDACTED]

Taking, Controlling, & Destroying Investigator Notes.

[REDACTED]

[REDACTED] secures the case materials until 30 days after case closure, at which time the case materials are destroyed in accordance with OPM guidelines.

[REDACTED]

[REDACTED]

Obtaining Releases. USIS obtains all required releases prior to conducting any fieldwork. This includes the SF86, SF85, and SF85P general and medical releases, as necessary, and extends to the OFI-16A Specific Release, IRS 8821 or IRS 4506-T, and all other releases required by OPM.

[REDACTED]

[REDACTED] When this happens, investigators expedite all field activities requiring a release to ensure that the necessary coverage is obtained prior to the expiration of that release.

Developed Overseas Coverage Requirements. USIS notifies OPM of all developed overseas coverage requirements within 48 hours, in accordance with OPM Investigator's Handbook.

[REDACTED] USIS does not attempt to contact sources or providers overseas, but tries to contact stateside sources with knowledge of overseas contacts and activities.

[REDACTED]

USIS works very closely with OPM in expediting those cases where the subject will soon be leaving the continental United States (CATCH 'Em in CONUS). OPM is alerted on a daily basis by agencies regarding subjects who will be leaving the country. This information is then provided to USIS. [REDACTED]

Reporting Serious Issue Information, Significant Adverse or Discrepant Information, or Imminent or Serious Threat. As soon as received, and within 24 hours, USIS reports all developed adverse and discrepant information, and information that raises C and D level issues, to OPM. [REDACTED]

[REDACTED] Our investigative staff never divulges or releases investigative information outside appropriate OPM channels.

[REDACTED]

Completing Investigations. USIS conducts interviews and obtains the necessary records to complete all background investigations assigned to us, and does so at the direction of OPM. USIS refrains from conducting any field activities overseas or in relation to counterintelligence investigations, unless otherwise directed by OPM. All issues are addressed with every personal source, including all categories outlined in Appendix A of the OPM Investigator's Handbook. [REDACTED]

1.2.2.3 Access to Federal, State, or Local Law Enforcement Agency Investigative Reports [C.11(c)]

USIS makes every effort to obtain federal, state, or local law enforcement agency investigative reports or other law enforcement records required within the scope of the investigation. We maintain a list of all law enforcement agencies that decline to release records to us, and provide this list to OPM as part of our monthly report.

1.2.2.4 Facilitating Access to State & Local Law Agencies Records & Databases [C.11(d)]

[REDACTED] We

keep OPM informed of those state and local law agencies that refuse us access to their records and databases, so that OPM can work with these agencies to facilitate access.

FAST FACTS

1.2.2.5 Extension Coverage on LAWE & MILR Items as Scheduled by OPM [C.11(e)]

USIS understands that OPM will conduct initial MILR (G0) searches in the Defense Personnel Records Information Retrieval System (DPRIS) and the National Archive and Records

Administration (NARA) directory, as well as initial law checks for states with approved centralized databases, including Alabama, Arizona, Delaware, Florida, Georgia, Hawaii, Louisiana, Maryland, Massachusetts, Minnesota, New Hampshire, New York, North Carolina, Oklahoma, Rhode Island, South Carolina, Texas, Utah, Vermont, Virginia, and Wisconsin, through an automated system, with the option of adding other states in the future.

[REDACTED]

1.2.2.6 Using PACER & LA County e-Court Online [C.11(f)]

[REDACTED]

All bankruptcy courts are now loading complete bankruptcy records onto PACER, which is easily accessed for a nominal fee.

[REDACTED]

e-Court Online contains records for almost all police stations and sheriff's departments in Los Angeles County, most of which will not cooperate with in-person visits by investigators, thus necessitating a visit to the court.

[REDACTED]

Any USIS investigator or manager can request OPM validation of an online record source, whether it is a law enforcement agency, court, or a private business where we need to access employment records.

[REDACTED]

1.2.2.7 Electronic Official Personnel Files (eOPF) [C.11(g, h)]

For cases involving OPM eOPFs, the FI will send email notification to FISeopf@opm.gov for reassignment to ORG JH1 for review and processing. FIs will review agency-unique eOPFs that do

not fall under OPM's initiative in accordance with OPM Investigator's Handbook procedures. For eOPF employment checks, the FI will conduct other checks as applicable for that employment item.

1.2.2.8 Performing Record Searches of BVS Items [C.11(i)]

USIS field personnel will conduct record search BVS items if required in New York. We will conduct BVS checks in Massachusetts by record checks and in Oklahoma for any subjects born prior to 1947. All other BVS checks will be conducted by OPM. All extension coverage is completed in accordance with the OPM Investigator's Handbook.

1.2.3 Additional Investigative Requirements & Special Requirements [C.12]

USIS conducts any additional fieldwork, within the scope of the investigation, required by OPM after case closing as requested and at no additional cost to OPM. USIS investigative staff is experienced in obtaining and reporting personal testimony, record testimony, copies of documentation, subject contacts, subject or source affidavits, certified testimonies, certified true copies, and other targeted requests and special requirements for suitability adjudication purposes. USIS will ensure no classified information appears in an ROI.

1.2.3.1 Responding to Additional Investigative Requests [C.12(a)]

Within a one year period, USIS will conduct additional field investigation to obtain selected personal or record sources required by OPM to support case adjudication. When this work falls within the original scope of the investigation, it will be performed at no additional cost to the government.

We provide hardcopies of documents obtained for actionable issues showing material falsification to OPM as attachments to the ROI. and destroy all materials in accordance with OPM requirements.

1.2.3.2 Responding to Reimbursable Security/Suitability & Other Suitability Type Investigations [C.12(b)]

For suitability cases, USIS performs all required investigative work and analysis and prepares reports and routine correspondence. Reviewers conduct a full quality review on this fieldwork, which ensures that we have obtained all appropriate documented evidence to support the suitability adjudication determination.

1.2.4 Additional Information [C.13]

**1.2.4.1 Protection, Destruction, & Disposal of FOUO & Classified Information
[C.13(a)]**

[REDACTED]

Our security procedures are in full compliance with OPM policy, the Privacy Act of 1974, and the OPM-FIS Security Manual. Please refer to Section 1.4, *Plan to Control Investigative Materials/Security*, for a comprehensive discussion of our approach to security.

1.2.4.2 Operating Within OPM's Automated Work Distribution System [C.13(b)]

[REDACTED]

Upon contract award, [REDACTED]

1.3 QUALITY CONTROL PLAN [L.6(J)(2)(III); M.3(A)(3); C.6; C.7; C.8]

[REDACTED]

USIS developed our proposed Quality Control Plan (QCP) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED]

[Redacted text block]

Please refer to **Attachment B, Quality Control Plan**, for a comprehensive discussion of USIS' approach to quality control. In Attachment B, we address the material presented in **Exhibit 9**.

[Redacted]	[Redacted]
[Redacted]	[Redacted]

Our plan will be reviewed and updated annually to ensure its effectiveness and currency. USIS understands this plan is subject to approval by OPM, and that contract award does not imply automatic approval of USIS' Quality Control Plan.

1.3.1 Plan for Maintaining High Levels of Customer Service [M.3 (a) Factor 1(3)]

[Redacted text block]

FAST FACTS

We demonstrate our integrity commitment through:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

1.3.2 Quality Assurance Surveillance Plan (QASP) [C.6]

USIS will comply with OPM in any way necessary as it executes the contract performance assessment program under the QASP.

1.4 PLAN TO CONTROL INVESTIGATIVE MATERIALS/SECURITY [M.3(A)(4), H.7]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

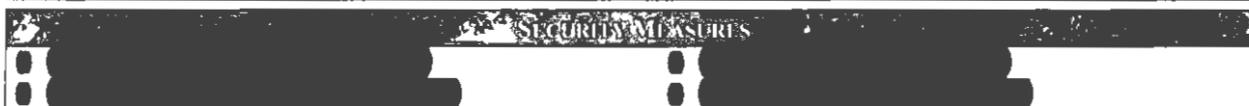
This section provides an overview of our plans to control investigative materials/security. The following individual plans are submitted as attachments to the Technical Proposal:

- [REDACTED]
- [REDACTED]
- [REDACTED]

1.4.1 Plan for Protecting Materials, Ensuring Compliance with Security Requirements, & Providing Guidance on Security Measures [C.5]

[REDACTED]

Security Plan. Our security processes and procedures have been developed specifically for OPM field investigations work. [REDACTED]



1.4.1.1 Secure Storage for Investigative Materials [C.5(a)]

[REDACTED] The facilities we use to support this contract have been inspected and approved by OPM for handling and storing investigative material. We consider investigative material sensitive, unclassified material and handle it in a manner appropriate for sensitive but unclassified information (SBU). All personnel supporting this contract, including subcontractors and consultants, are required to comply with the applicable provisions of the OPM and FIS Security Manual [REDACTED]

[REDACTED] Additionally, we destroy case materials in accordance with OPM-FIS Security Manual and OPM PII Guidance.

- [REDACTED]

1.4.1.2 Contractor Furnished Equipment & Support Requirements [C.5(b)]

Contractor-Provided Computer Equipment. [REDACTED]

[REDACTED] USIS has established procedures to ensure that all USIS systems that connect to the OPM network are current with required security patch levels. We will not deviate from the IT laptop or desktop requirements without pre-approval from OPM, prior to use.

Printing Work Received Daily at Field Office Locations. [REDACTED] has an IBM-compatible, Windows-based personal computer (PC) with an OPM-approved disk image dedicated for use on EPIC and a printer connected to the PC.

Typing Reports of Investigation into OPM's FWS. USIS issues OPM-approved laptop computers to staff members who type ROIs into OPM's FWS reporting format and transmit them to EPIC. [REDACTED]

Maintaining Laptop Security [REDACTED]

Use of Recording Devices as an Aid in Recording Interviews. We strictly prohibit the use of electronic recording devices in recording interviews for background investigations.

Providing Space for the COR at USIS Facilities. We provide space for the COR at our facilities upon request, ~~including a dedicated office at the Annex in Grove City, PA.~~

1.4.2 Government Property – Life of Contract [C.4]

USIS will safeguard all government-provided property, equipment, services, and fixed assets for work completed under this contract.

1.4.2.1 Controlling Government-Provided Property, Equipment, Services, & Fixed Assets [C.4(a)]

USIS maintains, tracks, and controls preprinted forms, including printed materials necessary for case processing; relevant OPM regulations, policies, and procedures; OPM credentials; Personal Identity Verification (PIV); and electronic data linkages to databases determined by OPM to be necessary to complete work under this contract.

Pre-Printed Forms & Printed Material for Case Processing.

[REDACTED]

1.4.2.2 Distributing & Controlling Copies of the Investigator's Handbook [C.4(b)]

[REDACTED]

USIS will not release any portion of any training materials or other documents that contain information on OPM procedures outside of cleared personnel performing on the contract and with a need to know, without prior written approval from the COTR.

1.4.2.3 Retrieving & Returning Government Property in Case of Employee Inactivity [C.4 (c), (d)]

[REDACTED] When employees are off duty for 35 days or more, USIS holds their assigned government property and returns it to OPM as requested.

1.4.2.4 Credentials [C.4(f)]

Controlling Credentials. We issue OPM credentials to only those contract personnel who complete OPM-approved investigator training and who are assigned to conduct fieldwork; [REDACTED]

[REDACTED] Our FSO maintains a master tracking log of credentials from issuance through return to the government. [REDACTED] notifies the COR if we are unable to return credentials within 5 days of a request, including the circumstances preventing the return of the credentials and when we expect to return them. The notification contains a description of our efforts to recover the credentials and the full name, current and/or last known address, and telephone number of the person whose credentials are at issue, plus any information we believe may facilitate recovery of the credentials. We produce an Incident Report when appropriate, and will reimburse the government \$2,000 for lost or damaged credentials. Credential loss or theft is reported [REDACTED] to OPM and local police within 24 hours of discovery. Additionally, we report any other inability to account for investigative personnel credentials within 24 hours.

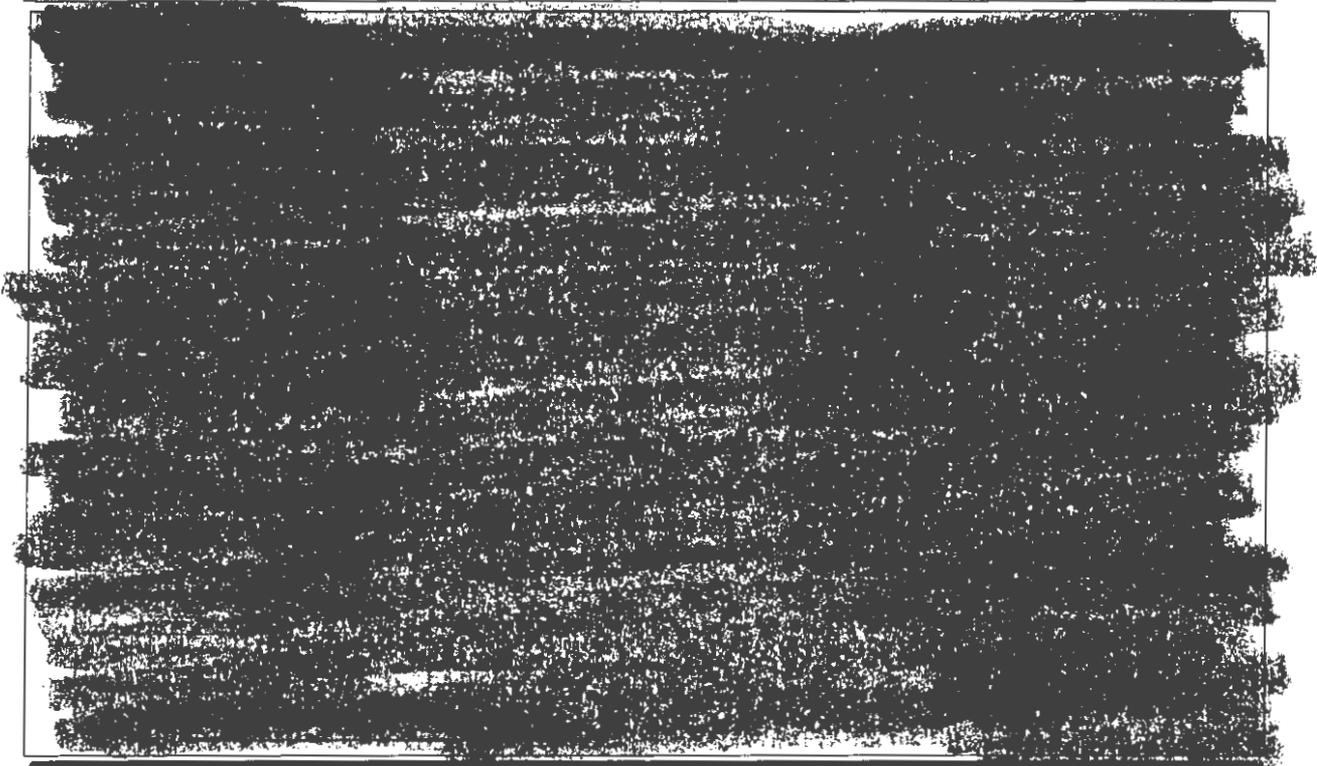
Credentialed employees take mandatory training on the importance of controlling credentials. [REDACTED]

[REDACTED] If we discover investigative personnel using credentials for unauthorized purposes we notify OPM, retrieve their credentials, and take disciplinary action, up to and including termination. **Exhibit 15** depicts USIS' procedures for requesting and controlling credentials.

Use of Credentials During a Training Program. We submit proof of training program completion within 60 days of being issued credentials.

Credentials Accountability Report. [REDACTED]

Returning Credentials to OPM. We hand-deliver or ship by registered and/or certified United States Postal Service Mail, or an equivalent service provided by OPM when returning credentials to OPM with recipient signature required.



[Redacted text block]

1.4.3 Information Technology Systems Security [H.33]

Our IT Systems Security Program defines responsibilities, local policies, and basic processes for complying with government information security instructions. All USIS employees and subcontractors supporting OPM comply with the general provisions and requirements set forth in this document.

[Redacted text block]

[Redacted text block] USIS acknowledges our understanding of the SOW security requirements.

[Redacted text block]

[Redacted]	[Redacted]

[REDACTED]

1.5.1 Management Plan [M.3(a)(5)]

In support of OPM's Fieldwork Services contract, USIS provides a leadership team

[REDACTED]

FAST FACTS

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

1.5.1.1 ISD Program Management Office [C.14(a)]

All fieldwork services are accomplished by the ISD Fieldwork Services Program Management Office (PMO) under the direction of our Program Manager (PM) [REDACTED] authority to direct, execute, and control all aspects of the OPM Fieldwork Services contract.

[REDACTED]

[REDACTED] This experience makes him highly qualified to continue as PM for this important OPM program.

ISD SENIOR	
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

1.5.1.2 Program Management Review (PMR)

Our PM, [REDACTED] will continue to present a quarterly PMR to OPM, as he does on the current contract. All aspects of program and contract management will be addressed at these reviews, including progress, production status, case scheduling, delinquent cases, case deficiencies, complaints and their disposition, special projects, training, current issues of mutual interest, quality assurance, and future plans.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.5.1.4 Subcontractor Management [C.14(a)]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

USIS takes full responsibility for contract performance as the prime contractor. [REDACTED]

[REDACTED] Subcontractors are contractually obligated to meet the same quality and timeliness standards as USIS employees [REDACTED]

[REDACTED]

1.5.1.5 Communications & Reporting [C.14(a)]

Communications with OPM. USIS maintains a [REDACTED]

[REDACTED]

Internal Communications. In addition to lines of communication with OPM [REDACTED]

[REDACTED]

[REDACTED]



1.5.1.6 Deliverables [C.15(a) – (v)]

[REDACTED]

[REDACTED] OPM can continue to rely on us to support their internal reporting requirements, contract monitoring activities, and national security mission.

[REDACTED] In

addition to completing reports of investigations that meet OPM standards, and furnishing other routine or periodic reports as needed by OPM, USIS' deliverables are summarized in Exhibit 21.

DELIVERABLE/DESCRIPTION	FREQUENCY	RESPONSIBLE
Program Management Review: Program Status	Quarterly	[REDACTED]
Program Management Review minutes: Minutes of PMR review with OPM	Due 15 calendar days after the PMR	[REDACTED]
Investigator Integrity: The number of source recontacts attempted, the number of successful recontacts, and specific case numbers with copies of those that provide unfavorable information	10th of each month; any derogatory information obtained from re-interview letters within 1 day of receipt	[REDACTED]
Monthly Delinquency Report: any delinquent cases included in the previous month's activities	10th calendar day of each month	[REDACTED]
Removal Notification/Staff Misconduct Report: notification of adverse action (removal) of staff assigned to provide services under this contract.	As needed, within 1 work day of occurrence; Notification of allegations of misconduct cannot exceed 3 work days	[REDACTED]
Computer Security Report: changes in PIPS access and changes to the location/assignment of hard drives with PIPS access	10 th of each month	[REDACTED]
Incident Report including PII loss	As needed	[REDACTED]
Credentials Accountability Report	10 th of each month	[REDACTED]
Change of Key Personnel Report	As needed	[REDACTED]
Staffing Levels	10 th of each month	[REDACTED]
Management Plan	60 days after contract award. Updated annually at FY end	[REDACTED]
List of all cleared investigative personnel dedicated to OPM contract	Annually	[REDACTED]
List of personnel who have completed OPM directed IT training	Annually	[REDACTED]
Contractors' Evaluation Program	Within 30 days of evaluation/investigator annual review	[REDACTED]
Investigator Handbook Acknowledgment Form	When issued/revised	[REDACTED]
Contractor Quality Control Plan	Annually – start of contract year	[REDACTED]
Contractor Security Plan	Annually – start of contract year	[REDACTED]
PII Protection Plan	15 th day of each FY	[REDACTED]
Monthly Certification Report	10 th of each month	[REDACTED]
Business Continuity Plan	2 months after contract award/annually	[REDACTED]



DELIVERABLE/DESCRIPTION	FREQUENCY	RESPONSIBLE
PIV Loss Report	10 th of each month	[REDACTED]
Drug Free and Violence Free Workplace Plan	15 th day of each FY	[REDACTED] of [REDACTED]
Veteran Hiring Plan	Start of contract year – updated as needed	[REDACTED]
Change Report - Access to OPM IT Systems Staffing	As Required	[REDACTED]
Training Plan	60 days after contract award	[REDACTED]
Uncooperative Law Enforcement Agency Report	10 th of each month	[REDACTED]

Exhibit 21. USIS' Deliverables to OPM

1.6 IMPLEMENTATION & START-UP [M.3(A)]

[REDACTED]

[REDACTED]

FAST FACTS

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

1. [REDACTED]

1.7 STAFFING & TRAINING [M.3(A)]

[REDACTED]

[REDACTED]

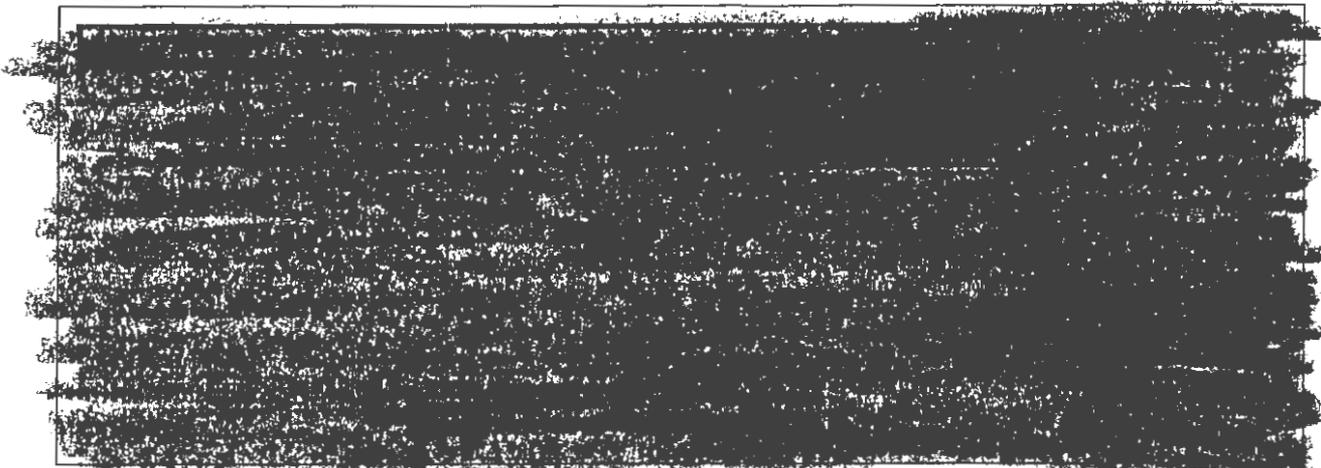
Each member of our investigator workforce meets OPM's minimum qualifications as outlined in Attachment A (Resumes). All USIS investigations staff members are credentialed and meet the skill and experience requirements as described in the solicitation before they are assigned investigative duties.

[REDACTED]

In section 1.7.2, we describe the steps we take [REDACTED]

1.7.1 Staffing Plan

[REDACTED]



TRAINING ELEMENTS	POSITION TITLES						
	Record Courier	Records Searcher	Reviewer	Investigator (New)	Investigator (Experienced)	Manager	Trainer
Complete OPM Investigator's Handbook	•	•	•	•	•	•	•
EPIC	•	•	•	•	•	•	•
FWS	•	•	•	•	•	•	•
Mock Interviews	•	•		•	•	•	
Supervised Live Work	•	•	•	•	•	•	•
Security Briefing (proper handling & storage of case materials)	•	•	•	•	•	•	•
Professional Conduct	•	•	•	•	•	•	•
Interview Technique/Issue Resolution			Issue Resolution Only	•	•	•	•
Mock Case Review			•			•	•

Exhibit 24. Training Courses. All FI personnel on the OPM contract must successfully complete eight training courses [redacted] to successfully meet OPM specifications.



[REDACTED]

1.7.2.1 Initial, Refresher, & Update Training

USIS will request written permission from OPM to [REDACTED]

Please refer to Attachment D for our detailed training plan.

1.8 KEY PERSONNEL ROLES & RESPONSIBILITIES [L.6(J)(2); M.3(A)(8); H.10(A); H.19]

[REDACTED]

Exhibit 25 summarizes the roles and responsibilities of our key personnel as well as their years of experience as a Field Investigator (FI) and total years of experience performing on OPM contracts.

NAME & POSITION TITLE	ROLES & RESPONSIBILITIES	# OF YEARS AS FI	# OF YEARS ON OPM CONTRACTS
[REDACTED] Proposed OPM Fieldwork Services Program Manager	[REDACTED]	0	0
[REDACTED] [REDACTED]	[REDACTED]	0	0
[REDACTED]	[REDACTED]	0	0
[REDACTED]	[REDACTED]	0	0

NAME & POSITION TITLE	ROLES & RESPONSIBILITIES	# OF YEARS AS/FI	# OF YEARS ON OPM CONTRACTS
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exhibit 25. USIS' Proposed Key Personnel.

1.8.1 Resumes of all Designated Key Personnel [L.6(j)(1)(iv)]

Resumes of all key personnel are included in Attachment A.



2. FACTOR 2: CORPORATE CAPABILITIES [L.6(j)(3); M.3(b)]

USIS' corporate capabilities are unique due to our long-term relationship with OPM as the support and fieldwork services provider of background investigation services.

[REDACTED]

[REDACTED]

We are

[REDACTED]

2.1 USIS CORPORATE ORGANIZATION [L.6(j)(3); M.3(b)(1)]

USIS offers OPM the

[REDACTED]

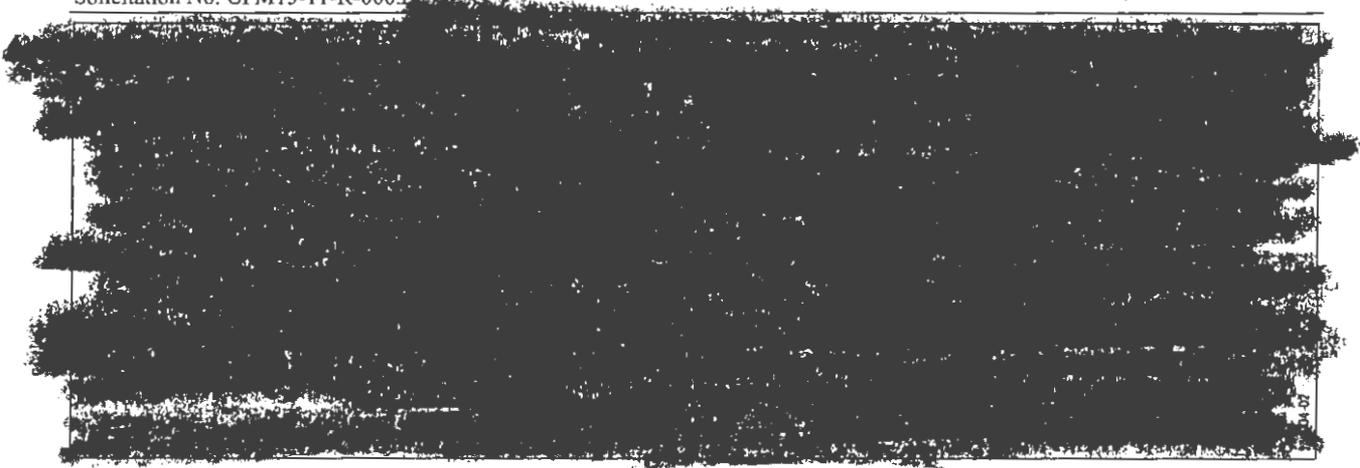
[REDACTED]

- [REDACTED]

- [REDACTED]

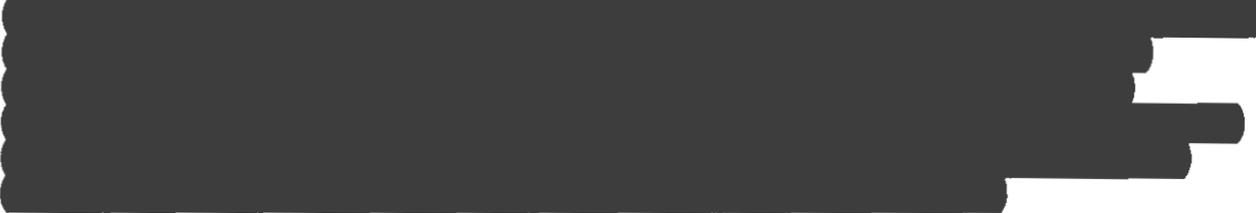
- [REDACTED]

[REDACTED]

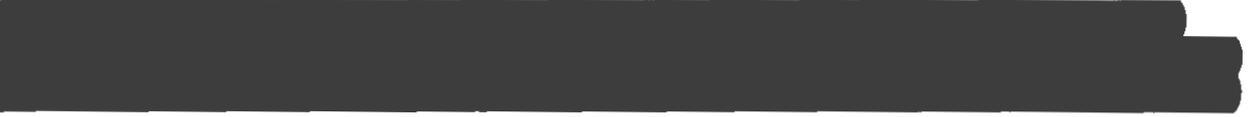


2.2 USIS CORPORATE RESOURCES [L.6(J)(3); M.3(B)(1)]

USIS has the capability and the corporate resources to sustain the OPM Field Services program at all times without any risk to OPM or its mission.



[Redacted]	[Redacted]



2.5.1 USIS Quality Awards & Certifications [M.3(b)(2)]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.6 SMALL BUSINESS SUBCONTRACTING PLAN

USIS has performed fieldwork services programs [REDACTED] Over that time, we have [REDACTED]
[REDACTED]

[REDACTED] Our detailed Small Business Subcontracting Plan is included as Attachment M.



3. FACTOR 3: PAST PERFORMANCE [L.6(j)(4); M.3(c)]

USIS has supported the United States Office of Personnel Management (OPM) [REDACTED]

[REDACTED] USIS' past performance on the OPM, NRO, and CBP contracts demonstrates [REDACTED]

[REDACTED] USIS has not been issued a termination for default, termination for cause, cure notice, or show cause notice on any of the referenced contracts. **Exhibit 29** highlights USIS' program capabilities.

	OFFICE OF PERSONNEL MANAGEMENT	NATIONAL RECONNAISSANCE OFFICE	CUSTOMS AND BORDER PROTECTION
[REDACTED]	✓	✓	✓
[REDACTED]	✓	✓	✓
[REDACTED]	✓	✓	✓
[REDACTED]	✓	N/A	✓
[REDACTED]	✓	✓	✓
[REDACTED]	✓	✓	✓
[REDACTED]	✓	✓	✓
[REDACTED]	✓	✓	✓

Exhibit 29. USIS' Program Capabilities. *USIS' past performance demonstrates* [REDACTED]

Please see Attachment C for detailed descriptions of the USIS past performance contract references.