

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 192113PHQPMD01094
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2. CONTRACT NO.: HSHQEH-13-D-00003
3. AWARD/EFFECTIVE DATE:
4. ORDER NUMBER:
5. SOLICITATION NUMBER: HSHQDC-12-R-00002
6. SOLICITATION ISSUE DATE: 04/10/2013

7. FOR SOLICITATION INFORMATION CALL: Stacy Powell
a. NAME: Stacy Powell
b. TELEPHONE NUMBER: (b)(6)
8. OFFER DUE DATE/LOCAL TIME: ES

9. ISSUED BY: NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc. of Procurement Operations - FP
701 Market Street, Suite 4200
Attn: Stacy Powell
Philadelphia PA 19106
CODE: OPO/FPS/SPECIAL
10. THIS ACQUISITION IS:
 UNRESTRICTED OR
 SET ASIDE: % FOR:
 SMALL BUSINESS
 EMERGING SMALL BUSINESS
NAICS: 541611
 HUBZONE SMALL BUSINESS
 SOLE SOURCE
SIZE STANDARD: \$14.0
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS: Net 30
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)

13b. RATING:
14. METHOD OF SOLICITATION:
 RFQ. IFB RFP

16. DELIVER TO: NPPD/FPS/Special Projects Team
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
701 Market Street, Suite 3200
Attn: Stacy Powell
Philadelphia PA 19106
CODE: OPO/FPS/SPECIAL
18. ADMINISTERED BY: NPPD-FPS-HQ
CODE: NPPD-FPS-HQ

17a. CONTRACTOR/OFFEROR: REEMA CONSULTING SERVICES, INC.
8106 HALLMARK PL
GAITHERSBURG MD 208794666
CODE: 8389166580000
FACILITY CODE:
18a. PAYMENT WILL BE MADE BY: DHS, NPPD
Burlington Finance Center
P.O. Box 1279
Attn: NPPD-FPS-HQ
Williston VT 05495-1279
CODE: NPPD-FPS-HQ

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Administrative Support Services in support of the Executive Management Office and Division Staff at FPS Headquarters A concurrent delivery order to meet the minimum order requirement will be issued. The ID/IQ ceiling price is \$11,528,061.90. Performance Start Date: 07/23/2013 List of Attachments: (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: (b)(6)
30b. DATE SIGNED: 05/23/2013
30c. NAME AND TITLE OF SIGNER (Type or print): RAJESH S. VORA, President
30d. NAME OF CONTRACTING OFFICER (Type or print): Stacy Powell
30e. DATE SIGNED: 05/23/2013

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Attachment 1 - Statement of Work Points of Contact: Contracting Officer: Stacy Powell, (b)(6) COR: Sandra F. Scott (b)(6) Budget: Catherine A. Figuration, (b)(6)				
0001	DO/DPAS Rating: NONE Period of Performance: 07/23/2013 to 12/22/2018 Base Year Performance (07/23/2013 - 06/22/2014) The Contractor shall provide Administrative Support Services to the Executive Management Office and Divisions staff at FPS Headquarters located at Washington, DC, Philadelphia, PA, Ft. Worth, TX and Denver, CO in accordance with the Statement of Work (SOW), Security Requirements, and additional Terms and Conditions. (Not Separately Priced) Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	59520	HR		0.00
0001 AA	Project Manager (lea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT-Continued ...	1920	HR	(b)(4)	

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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

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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ADMINISTRATIVE: OTHER				
0001 AB	Executive Assistant (6ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	11520	HR		
0001 AC	Executive Assistant (2ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0001 AD	Executive Assistant (2ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0001 AE	Executive Assistant (2ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0001 AF	Administrative Assistant II (11ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	21120	HR		
0001 AG	Administrative Assistant II (1 ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0001 AH	Administrative Assistant II (1ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0001 AI	Administrative Assistant II (1ea) Denver, CO Product/Service Code: R699 Continued ...	1920	HR		

(b)(4)

NAME OF OFFEROR OR CONTRACTOR
REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001 AJ	Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER Receptionist (4ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	7680	HR		(b)(4)
0001 AK	Travel Not To Exceed (NTE) \$12,500 Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1	LO		
0002	OPTION YEAR #1 (06/23/2014 - 06/22/2015) The Contractor shall provide Administrative Support Services to the Executive Management Office and Divisions staff at FPS Headquarters located at Washington, DC, Philadelphia, PA, Ft. Worth, TX and Denver, CO in accordance with the Statement of Work (SOW), Security Requirements, and additional Terms and Conditions. (Not Separately Priced) Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	59520	HR		
0002 AA	Project Manager (1ea) Washington DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0002 AB	Executive Assistant (6ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	11520	HR		
0002 AC	Executive Assistant (2ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER Continued ...	3840	HR		

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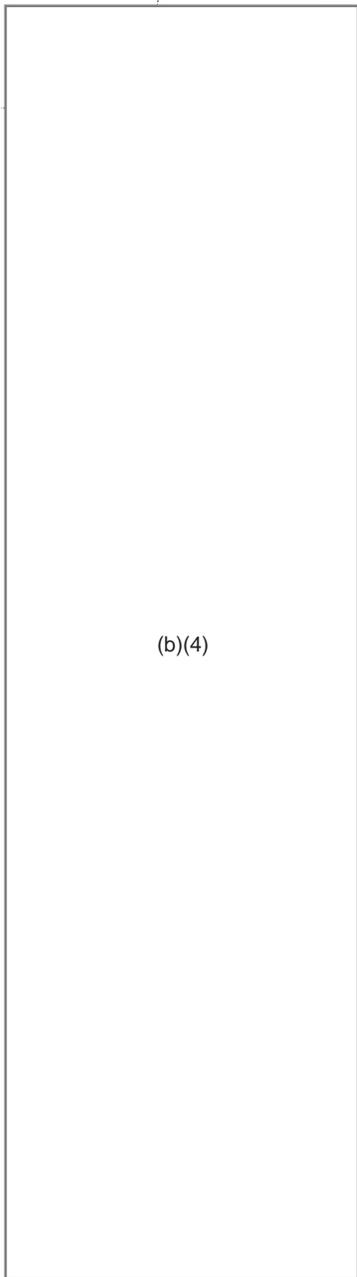
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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002 AD	Executive Assistant (2ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0002 AE	Executive Assistant (2ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0002 AF	Administrative Assistant II (1lea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	21120	HR		
0002 AG	Administrative Assistant II (1ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0002 AH	Administrative Assistant II (1ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0002 AI	Administrative Assistant II (1ea) Denver, Co Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0002 AJ	Receptionist (4ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	7680	HR		
0002 AK	Travel Not To Exceed (NTE) \$12,500 Product/Service Code: R699 Product/Service Description: SUPPORT- Continued ...	1	LO		



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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ADMINISTRATIVE: OTHER				
0003	OPTION YEAR #2 (06/23/2015 - 06/22/2016) The Contractor shall provide Administrative Support Services to the Executive Management Office and Division's staff at FPS Headquarters located at Washington, DC, Philadelphia, PA, Ft. Worth, TX and Denver, CO in accordance with the Statement of Work (SOW), Security Requirements, and additional Terms and Conditions. (Not Separately Priced) Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	59520	HR		(b)(4)
0003 AA	Program Manager (1ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	1920	HR		
0003 AB	Executive Assistant (6ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	11520	HR		
0003 AC	Executive Assistant (2ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	3840	HR		
0003 AD	Executive Assistant (2ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	3840	HR		
0003 AE	Executive Assistant (2ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	3840	HR		
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003 AF	Administrative Assistant II (11ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	21120	HR		(b)(4)
0003 AG	Administrative Assistant II (1ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0003 AH	Administrative Assistant II (1ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0003 AI	Administrative Assistant II (1ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0003 AJ	Receptionist (4ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	7680	HR		
0003 AK	Travel Not To Exceed (NTE) \$12,500 Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1	LO		
0004	OPTION YEAR #3 (06/23/2016 - 06/22/2017) The Contractor shall provide Administrative Support Services to the Executive Management Office and Divisions staff at FPS Headquarters located at Washington, DC, Philadelphia, PA, Ft. Worth, TX and Denver, CO in accordance with the Statement of Work (SOW), Security Requirements, and additional Terms and Conditions. (Not Separately Priced) Continued ...	59520	HR		

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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER				
0004 AA	Program Manager (1ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0004 AB	Executive Assistant (6ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	11520	HR		
0004 AC	Executive Assistant (2ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0004 AD	Executive Assistant (2ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0004 AE	Executive Assistant (2ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0004 AF	Administrative Assistant II (11ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	21120	HR		
0004 AG	Administrative Assistant II (1ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0004 AH	Administrative Assistant II (1ea) Continued ...	1920	HR		

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NAME OF OFFEROR OR CONTRACTOR
REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER				
0004 AI	Administrative Assistant II (1ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	1920	HR		(b)(4)
0004 AJ	Receptionist (4 ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	7680	HR		
0004 AK	Travel Not To Exceed (NTE) \$12,500 Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	1	LO		
0005	OPTION YEAR #4 (06/23/2017 - 06/22/2018) The Contractor shall provide Administrative Support Services to the Executive Management Office and Divisions staff at FPS Headquarters located at Washington, DC, Philadelphia, PA, Ft. Worth, TX and Denver, CO in accordance with the Statement of Work (SOW), Security Requirements, and additional Terms and Conditions. Note: FPS reserves the right to request additional administrative support personnel at FPS facilities across the United States. (Not Separately Priced) Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	59520	HR		
0005 AA	Program Manager (1ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	1920	HR		
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005 AB	Executive Assistant (6ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	11520	HR	(b)(4)	
0005 AC	Executive Assistant (2ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0005 AD	Executive Assistant (2ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0005 AE	Executive Assistant (2ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0005 AF	Administrative Assistant II (11ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	21120	HR		
0005 AG	Administrative Assistant II (1ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0005 AH	Administrative Assistant II (1ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0005 AI	Administrative Assistant II (1ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005 AJ	Receptionist (4ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	7680	HR		(b)(4)
0005 AK	Travel Not To Exceed (NTE) \$12,500 Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1	LO		
0006	Six Month Extension - FAR 52.217-8 (06/23/2018 - 12/22/2018) The Contractor shall provide Administrative Support Services to the Executive Management Office and Divisions staff at FPS Headquarters located at Washington, DC, Philadelphia, PA, Ft. Worth, TX and Denver, CO in accordance with the Statement of Work (SOW), Security Requirements, and additional Terms and Conditions. Note: FPS reserves the right to request additional administrative support personnel at FPS facilities across the United States. (Not Separately Priced) Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	29760	HR		
0006 AA	Program Manager (1ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	960	HR		
0006 AB	Executive Assistant (6ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	5760	HR		
0006 AC	Executive Assistant (2ea) Philadelphia, PA Product/Service Code: R699 Continued ...	1920	HR		

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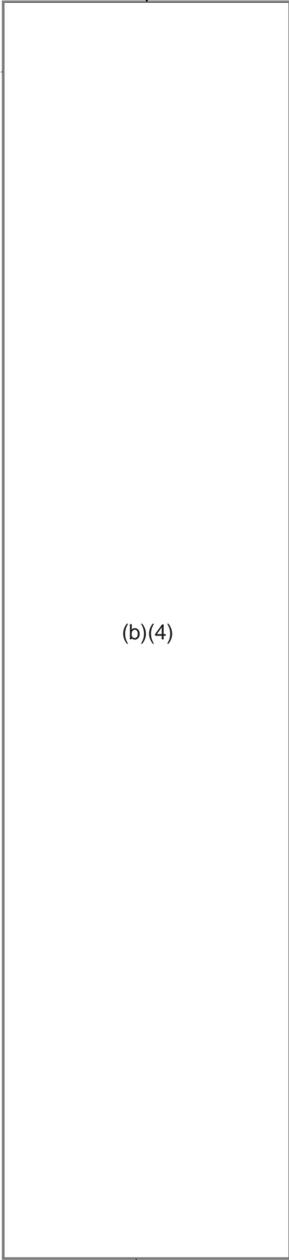
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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER				
0006 AD	Executive Assistant (2ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0006 AE	Executive Assistant (2ea) Denver, CO Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	1920	HR		
0006 AF	Administrative Assistant II (11ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	10560	HR		
0006 AG	Administrative Assistant II (1ea) Philadelphia, PA Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	960	HR		
0006 AH	Administrative Assistant II (1ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	960	HR		
0006 AI	Administrative Assistant II (1ea) Fort Worth, TX Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	960	HR		
0006 AJ	Receptionist (4 ea) Washington, DC Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	3840	HR		
0006 AK	Travel Not To Exceed (NTE) \$6,250 Continued ...	1	LO		



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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER				
0007	Base Ordering Year Surge CLIN Executive Assistant - Washington DC (6 ea) For efforts in excess of the standard requirement of 40 hours per week.	200	HR		
	Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER				
0008	Base Ordering Year Surge CLIN Executive Assistant - PA (2 ea) For efforts in excess of the standard requirement of 40 hours per week.	100	HR		
	Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER				
0009	Base Ordering Year Surge CLIN Executive Assistant - TX (2 ea) For efforts in excess of the standard requirement of 40 hours per week.	100	HR	(b)(4)	
	Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER				
0010	Base Ordering Year Surge CLIN Executive Assistant - CO (2 ea) For efforts in excess of the standard requirement of 40 hours per week.	100	HR		
	Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER				
0011	Option Period #1 Surge CLIN Executive Assistant - Washington DC (6 ea) Continued ...	200	HR		

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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER				
0012	Option Period #1 Surge CLIN Executive Assistant - PA (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	100	HR		(b)(4)
0013	Option Period #1 Surge CLIN Executive Assistant - TX (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	100	HR		
0014	Option Period #1 Surge CLIN Executive Assistant - CO (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	100	HR		
0015	Option Period #2 Surge CLIN Executive Assistant - Washington DC (6 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	200	HR		
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0016	Option Period #2 Surge CLIN Executive Assistant - PA (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	100	HR	(b)(4)	
0017	Option Period #2 Surge CLIN Executive Assistant - TX (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	100	HR		
0018	Option Period #2 Surge CLIN Executive Assistant - CO (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	100	HR		
0019	Option Period #3 Surge CLIN Executive Assistant - Washington DC (6 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT- ADMINISTRATIVE: OTHER	200	HR		
0020	Option Period #3 Surge CLIN Executive Assistant - PA (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Continued ...	100	HR		

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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER				
0021	Option Period #3 Surge CLIN Executive Assistant - TX (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	100	HR		
0022	Option Period #3 Surge CLIN Executive Assistant - CO (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	100	HR		
0023	Option Period #4 Surge CLIN Executive Assistant - Washington DC (6 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	200	HR		(b)(4)
0024	Option Period #4 Surge CLIN Executive Assistant - PA (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	100	HR		
0025	Option Period #4 Surge CLIN Executive Assistant - TX (2 ea) For efforts in excess of the standard requirement Continued ...	100	HR		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQEH-13-D-00003

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NAME OF OFFEROR OR CONTRACTOR

REEMA CONSULTING SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER				
0026	Option Period #4 Surge CLIN Executive Assistant - CO (2 ea) For efforts in excess of the standard requirement of 40 hours per week. Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	100	HR		(b)(4)
0027	6 Month Extension Period Surge CLIN Executive Assistant - Washington DC (6 ea) Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	100	HR		
0028	6 Month Extension Period Surge CLIN Executive Assistant - PA (2 ea) Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	50	HR		
0029	6 Month Extension Period Surge CLIN Executive Assistant - TX (2 ea) Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	50	HR		
0030	6 Month Extension Period Surge CLIN Executive Assistant - CO (2 ea) Product/Service Code: R699 Product/Service Description: SUPPORT-ADMINISTRATIVE: OTHER	50	HR		
The total amount of award: \$11,528,061.90. The obligation for this award is shown in box 26.					

CONTRACT CLAUSES

52.203-13 Contractor Code of Business Ethics and Conduct.

As prescribed in 3.1004(a), insert the following clause:

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

FAR Clause 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

Alternate I (AUG 2012). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or

corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [*Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.*"]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [*Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting*

Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price (\$11,528,061.90 represents the contract ceiling price).* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
 - (A) The original timecards (paper-based or electronic);
 - (B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the

amounts were not repaid because the Contractor has requested an installment payment agreement; or

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after

the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS — COMMERCIAL ITEMS (JUNE 2010)

Claims: Notwithstanding the claim period stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the contractor agrees to submit any claim related to this contract (or order) within 12 months after accrual of the claim.

FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through January 31, 2018.

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

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

FAR 52.216-19 Ordering Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 59,520 hours or;

(2) Any order for a combination of items in excess of \$ 11,528,061.90; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 Indefinite Quantity (OCT 1995)

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

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

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

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

MINIMUM and MAXIMUM QUANTITIES

In accordance with paragraph (b) of the "Indefinite Quantity", Clause, the guaranteed minimum amount to be ordered under this contract is \$10,000.00 worth of orders at the established unit price(s). The contract maximum is the total awarded price, inclusive of all options. The quantities listed on the Standard Form 1449 are the annual estimated quantities (AEQ). The AEQ represent the Government's best estimated for anticipated services for one year. The AEQ are not guaranteed amounts.

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 calendar days before the contract expires.

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

(c) The total duration of this contract, including exercise of any options under this clause, shall not exceed five (5) years, six months

FAR 52.219-71 Section 8(a) Direct Awards (Deviation)(November 2005).

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

8(a) Business Development
Washington Metropolitan Area District Office
740 15th Street, NW
Third Floor
Washington, DC 20005

Email: dcofferletters@sba.gov.

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

- (1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
 - (2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.
- (End of Clause)

SUBMISSION OF INVOICES

1. Invoices shall be submitted via one of the following three methods:

a. **By mail:**

DHS/NPPD
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region HQ Invoice

b. **By facsimile (fax):** (include a cover sheet with point of contact & # of pages)
802-288-7658

c. **By e-mail:**

NPPDinvoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will not be processed and will be returned. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (Aug 2012), the contractor shall annotate "FPS Region HQ" on the face of each invoice. Contractors shall submit only one invoice per contract per month unless otherwise authorized by the Contracting Officer. Failure to comply with these submission requirements will result in rejection of the invoice.

PAYMENTS

A. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the task order begins or ends during the month payments will be prorated based on the number of calendar days in the respective month.

B. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements of this ID/IQ. In no event shall contractor invoice FPS be obligated to pay for any work in excess of the amount identified within the ID/IQ (inclusive of all modifications).

C. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Where there are variances between the requirements cited in the task order(s) and the work actually performed the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance. The Contractor shall compute the invoice price to reflect the actual amount owed. Repeated substantiated errors in invoicing may adversely affect the performance evaluations of the contractor. Submission of false invoices shall be subject to contractual and legal actions.

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns - Alternate III (Deviation) (November 2005)

In accordance with 19.811-3(d)(3), substitute the following for the paragraph (c) in FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

52.222-17 Nondisplacement of Qualified Workers.

As prescribed in 22.1207, insert the following clause:

NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

(a) "Service employee", as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12 (c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in

accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

- (i) Posted in a conspicuous place at the worksite; or
- (ii) Delivered to the service employees individually. If such delivery is via e-mail, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.223-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. Contact e-mail: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the

contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts*. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

(End of clause)

52.222-54 Employment Eligibility Verification.

As prescribed in 22.1803, Insert the following clause:

EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow

the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

<http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

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

Federal Acquisition Regulation (FAR)		
NUMBER	TITLE	DATE
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209.7	Information Regarding Responsibility Matters	FEB 2012
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.217-5	Evaluation of Options	JUL 1990
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Contractor Policy to Ban Text Messaging While Driving	AUG 2011
52.232-18	Availability of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-15	Stop Work Order	AUG 1989
52.245-1	Government Property	AUG 2010
52.245-9	Use and Charges	AUG 2010
Homeland Security Acquisition Regulation (HSAR)		
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	DEC 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	DEC 2003
3052.228-70	Insurance	DEC 2003
3052.242-71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003
3052.245-70	Government Property Reports	AUG 2008

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters.

As prescribed at 9.104-7(c), insert the following clause: UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by— (i) Government personnel and authorized users performing business on behalf of the Government; or (ii) The Contractor, when viewing data on itself; and (2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for— (i) Past performance reviews required by subpart 42.15; (ii) Information that was entered prior to April 15, 2011; or (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause. (c) The Contractor will receive notification when the Government posts new information to the Contractor's record. (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS. (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them. (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

INSURANCE REQUIREMENT

Pursuant to clause FAR 52.228-5 Insurance – Work on a Government Installation (Jan 1997)

a. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. Automobile liability insurance, written on the comprehensive form of policy, is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Note: "The United States of America, acting by and through the Federal Protective service" shall be named as an additional insured for general liability.

b. The coverage specified below, pursuant to FAR 28.207, reflects the minimum insurance required.

(1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) GENERAL LIABILITY

The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and \$50,000 per occurrence for property damage.

(3) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) HAZARDOUS MATERIALS

Hazardous Materials - Catastrophic Insurance - Occurrence Type Insurance. The Contractor shall carry occurrence insurance to cover claims involving the removal, transportation, and disposal of the asbestos and or PCB materials and contaminated removal equipment. The coverage shall be a minimum of \$1,000,000 per occurrence for all projects. This insurance coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim may arise out of the work that was performed, all materials and hardware so contaminated are satisfactorily placed in the ultimate disposal facility or incinerated and compliance with all legal and environmental requirements have been accomplished.

Note: Paragraph (4) above applies only if asbestos and /or PCB materials are removed, transported or disposed of.

c. The Contractor selected for award shall be required to submit satisfactory evidence of insurance prior to being permitted to commence work.

Addendum to FAR 52.212-5: FAR 52.212-5-Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (APR 2012)

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

- _X_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- _ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).
- _ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- _ (10) [Reserved]
- _ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- _ (ii) Alternate I (Oct 1995) of 52.219-6.
- _ (iii) Alternate II (Mar 2004) of 52.219-6.
- _ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- _ (ii) Alternate I (Oct 1995) of 52.219-7.
- _ (iii) Alternate II (Mar 2004) of 52.219-7.
- _ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- _ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- _ (ii) Alternate I (Oct 2001) of 52.219-9.
- _ (iii) Alternate II (Oct 2001) of 52.219-9.
- _ (iv) Alternate III (Jul 2010) of 52.219-9.
- _X_ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- _ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- _ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- _ (ii) Alternate I (June 2003) of 52.219-23.
- _ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- _X_ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- _ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

- (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

X (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.216-1 Type of Contract

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) type contract resulting from this solicitation.

(End of the Provision)

HSAR 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items.

As prescribed in (HSAR) 48 CFR 3012.301, insert the following clause:

Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

3052.209-72 Organizational Conflicts of Interest.

(b) *Clauses.*

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.215-70 Key Personnel or Facilities.

3052.242-72 Contracting Officer's Technical Representative.

(End of clause)

ATTACHMENT 1

STATEMENT OF WORK



Homeland Security

Federal Protective Service Project Management Division

FPS Administrative Support Services Statement of Work

May 23, 2013

800 North Capitol Street NW
Suite 500
Washington DC 20536

Version I.III

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Project: FPS Administrative Support Services

1. STATEMENT OF WORK /PERFORMANCE SPECIFICATION:

1.1. Background

- 1.1.1. The Federal Protective Service (FPS) was established in 1971 as the uniformed force of the General Services Administration (GSA). The Homeland Security Act of 2002¹ moved FPS to the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) on March 1, 2003. On October 28, 2009, FPS transferred to the National Protection and Programs Directorate (NPPD) with the mission of performing primary mission essential functions in support of the Federal Executive Branch.
- 1.1.2. NPPD ensures proper steps are taken to safeguard the Nation's critical infrastructure and key resources (CIKR), protect the Nation's cyber security and telecommunications, implement interoperable systems and networks to facilitate effective emergency communications, promote implementation and standardization of consistent risk management approaches across the Department and Nation to protect high-risk CIKR assets, enhance the security of citizens and people traveling to the United States, and promote an integrated national approach to homeland security protection activities. With that, FPS has been aligned with NPPD based on its like organizational mission.
- 1.1.3. The Homeland Security Act of 2002 charges FPS with protecting the buildings, grounds and property that are owned, occupied or secured by the Federal Government (including any agency, instrumentality or wholly owned or mixed ownership corporation) and the persons on the property. The staff at FPS Headquarters at 800 N Capitol St Washington, DC is responsible for assisting the individual program offices within FPS in their respective functions by spearheading strategy formulation, defining agency mission and providing mission support to the functional workforce across the United States. FPS staff includes over 1,200 Federal employees as well as over 14,000 contract Protective Security Officers (PSOs).
- 1.1.4. The PSO Program Office is a component of the FPS Risk Management Division (RMD) and is responsible for overseeing the over 100 contracts for PSOs providing security at Federal facilities across the United States and its territories.

1.2. Scope

- 1.2.1. FPS has a need for contractor personnel to provide administrative support to the Executive Management Office and Divisions staff at FPS Headquarters. FPS requires a contract with national coverage through which administrative support staff can be effectively and efficiently obtained to perform various administrative activities in conjunction with Agency mission.
- 1.2.2. The administrative support personnel shall be responsible for the provision of clerical, general office management, document preparation and tracking and file maintenance as defined by mission need. The Contractor support staff shall also be responsible for

¹ P. L. 107.296

preparation of standard agency correspondence, scheduling meetings, tracking shipments and coordination of travel for Federal employees.

1.3. Objective

1.3.1. This Statement of Work (SOW) outlines the need to supply the following:

- 1.3.1.1. One (1) Project Manager;
- 1.3.1.2. Twelve (12) Executive Assistant;
- 1.3.1.3. Fourteen (14) Administrative Assistants;
- 1.3.1.4. Four (4) Receptionist;

1.4. Period of Performance

1.4.1. The period of performance shall consist of a one (1) year base period with four (4) one (1) year options.

1.5. Place of Performance

1.5.1. The contractor personnel shall be required to perform the aforementioned duties at:

- 1.5.1.1. FPS Headquarters, Washington, DC
- 1.5.1.2. FPS Office, Philadelphia, PA
- 1.5.1.3. FPS Office, Ft. Worth, TX
- 1.5.1.4. FPS Office, Denver, CO

1.5.2 Services are to be performed at the Government facilities identified above. The service provider must ensure that its employees are physically present at the identified Government facilities to perform their work unless expressly addressed otherwise below. However, there may be occasions where Government facilities may not be available or performance at the Government facility would not be beneficial to the Government. Therefore, the service provider is required to provide an alternative work location of its choosing, e.g., the contractor's facility, the contractor employee's home, etc., for its employees performing under this contract. In instances where the Government may require services at other than the Government's facility, the COR will notify the service provider as far in advance as practical. The service provider shall ensure the requested services are performed at all times under this contract.

1.5.3 FPS reserves the right to request additional administrative personnel at any of the 11 Regions across the United States.

1.6 Program Organization

1.6.2 This program is under the technical direction of the FPS CO/COTR assigned to the FPS Executive Management Office, NPPD, DHS.

1.7 Government Management Organization

- 1.7.2 FPS management of this project shall be accomplished through the FPS Program Manager/COTR assigned by the Executive Management Office. FPS shall coordinate with the Contractor to ensure successful program support and accomplishment of the tasks outlined in the SOW.
- 1.7.3 The assigned Program Manager/COTR shall review work for compliance with FPS policies, objectives and effectiveness in achieving results.

-
- 1.7.4 Problems or issues shall be expeditiously (within 24 hours of submission by FPS) handled via direct interaction of both parties to include the contractor support personnel and FPS COTR or other affected employees at all FPS locations.

1.8 Contractor Management Organization

- 1.8.2 The day-to-day supervision and direct control over the work performed by on-site Contractor personnel shall be the sole responsibility of the Contractor. The Contractor shall work independently and keep the Program Manager/ COTR informed of all actions assigned. All assignments shall be completed in a timely fashion, as determined by FPS senior management.
- 1.8.3 The Contractor shall appoint a senior official to act as the Security Officer (SO). The appointed individual shall interface with the Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.
- 1.8.4 The COTR and the Security Officer shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor shall be informed of the proper action to be taken to achieve compliance by the CO in writing.

1.10 Skills and Minimum Requirements of Contractor Support Staff

- 1.10.1 Please see attached position description document.

1.11 Contractor Tasks and Activities

- 1.11.1 The Contractor shall provide administrative and clerical support services to FPS in support of multiple program offices, the FPS Executive Management Office, and the contract PSO program.
- 1.11.2 Administrative Support.
- 1.11.2.1 The Contractor personnel shall assist in the development of correspondence documents, internal and external memorandums and meeting minutes in support of FPS mission achievement.
- 1.11.2.2 The Contractor personnel shall provide recommendations and corresponding documentation for administrative process improvements. The Contractor shall align their recommendations with government and industry best practices.
- 1.11.2.3 The Contractor personnel shall prepare reports (briefings, white papers, decision papers, and memoranda) on administrative business process improvements and activities as needed to ensure the appropriate integration into FPS operations.
- 1.11.2.4 The Contractor personnel shall assist FPS in the development of organizational process assets for use in future projects such as document templates, project plans and procedures.
- 1.11.2.5 The Contractor shall assist in project coordination efforts amongst FPS Program Offices, project teams, NPPD senior management and external stakeholders.
- 1.11.3 Project Management
- 1.11.3.1 The Contractor shall provide one (1) project manager who shall be responsible for coordination and accountability of all administrative personnel.
- 1.11.3.2 The project manager shall track the hours, schedules and performance of the contract administrative staff and act as a liaison between the contract personnel and the

COTR.

1.11.3.3 The project manager shall facilitate the hiring, termination and on-boarding of all new contract personnel in accordance with the terms of this SOW.

1.12 Deliverables

1.12.1 All documentation developed by the Contractor support personnel shall become the property of the Government and shall not contain proprietary markings.

1.12.1.1 The Contractor shall submit a monthly status report to the COTR due the 10th of each month and the designated FPS manager, detailing the status of monthly assigned tasks. FPS senior management also reserves the right to hold weekly status meetings with contractor support personnel, as needed.

1.12.2 The monthly status reports shall include the following data;

1.12.2.1 Task Reporting Number;

1.12.2.2 Reporting Period;

1.12.2.3 Task Description;

1.12.2.4 Detailed Description of Work Accomplished;

1.12.2.5 Significant Events;

1.12.2.6 Labor Hour Summary;

1.12.2.7 Workload Statistics (Work requests received, completed);

1.12.2.8 Total cost expended for reporting period and cumulative total for contract period.

1.12.3 The transition "outline" is due in "draft" form at the time of proposal submission and the final submission of the plan is due 15 days after contract award. The Contractor shall provide a transition plan to convert job responsibilities upon contract completion. A transition period of up to 60 days shall be designated to changeover the aforementioned job responsibilities to a newly awarded vendor.

1.13 Applicable Standards

1.13.1 The Contractor shall perform all tasks within this Statement of Work (SOW). The contractor shall abide by all applicable regulations listed in this SOW while performing tasks. The Contractor shall be held liable for adhering to the most recent version of all regulations listed or determined by FPS as policies and regulations may change during the course of the contract.

1.13.2 Accessibility Requirements Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998

1.13.3 American Disabilities Act (ADA),

1.13.4 5 CFR Part 2635 – Standards of Ethical Conduct for Employees of the Executive Branch

1.13.5 DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

1.13.6 DHS Management Directive (MD) 4010.2, Section 508 Program Management. Office & Electronic and Information Technology Accessibility

1.13.7 DHS MD 4300A, DHS Sensitive Systems Policy and Handbook.

1.13.8 Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors,

1.13.9 General Accounting Office, Accounting Principles and Standards

1.13.10 Homeland Security Presidential Directive 12 (HSPD-12)

1.13.11 Incidental to Contract 36 CFR 1194.3(b) – Incidental to Contract, all Electronic Information Technology (EIT)

1.14 Government Furnished Property and Other Resources

- 1.14.1 The Government shall provide the property required to configure a suitable workstation, telephone and office environment for assigned personnel. The government shall also provide access to all systems, equipment and organizations deemed necessary for the performance of the duties outlined in the SOW.

1.15 Standard Work Week/Holiday Hours

- 1.15.1 Contractor personnel shall be expected to be on site at the locations identified in Section 1.5 of the SOW while performing all tasks under the contract. Contractor personnel shall work 8 hours per day during the core hours between 7:00 AM and 5:30 PM, 40 hours per week, Monday - Friday. On occasion, it may be required that contractor personnel work more than 8 hours in a single day, but in no event will a work day exceed 12 hours. Some situations may occur, which will necessitate work to be performed on weekends and after hours to include Federal Holidays. Hours incurred for services performed after hours, on the weekends or on Federal Holidays will be ordered under and billed against the "Surge Support CLIN" contained in the pricing schedule. In order that potential overtime (excess of 40 hours per a week for each position) can be considered in your proposed pricing, FPSAD will amend the solicitation to include a "Surge CLIN" for the Executive Assistant position. The purpose of the Surge CLIN is to price efforts in excess of the standard requirement of 40 hours per week.
- 1.15.2 Contractors may request in writing, and the CO may authorize, exceptions or deviations to the standard work hours and requirements set out above. Any approved exception or deviation must be documented by the CO in the contract file. Such approval must document the reason for the exception, and the period of time that has been agreed upon. The contractor will coordinate with the CO at least 30 days in advance to coordinate long term absences such as vacations, sick, of one week or more.
- 1.15.3 Personnel may use vacation and sick time in accordance with the contractor's policies, but the contractor shall schedule its employees' vacation time to ensure that employees are not absent from the office for more than (2) consecutive weeks at a time. The contractor shall ensure that no more than two (2) personnel per location are out of the office simultaneously unless the absence is related to inclement weather, illness or other unforeseen events. The contractor shall provide a replacement if its personnel will be absent from the office for more than two consecutive weeks for any reason. If the contractor is unable to provide a suitable replacement by the beginning of the 3rd week of consecutive absence, the government shall seek commensurate consideration, monetary or otherwise.

1.16 Federal Holidays

- 1.16.1 Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a non-workday –Saturday or Sunday – the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday). Contractor personnel shall follow these same guidelines.
- 1.16.2 FPS shall not pay the Contractor or allow the Contractor to bill for any Federal Government Holidays.

New Year's Day
Birthday of Martin Luther King, Jr.
Birthday of George Washington
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

1.17 Resume Requirements

1.17.1 1.17.1 The required number of resumes is one (1) for the “Key Personnel”. The Project Manager is identified as key personnel for this effort.

1.18 Key Personnel

1.18.1 The Contractor shall be responsible for providing personnel having the requisite skills necessary to support and accomplish the tasks outlined in this SOW and dedicated full-time to this effort. The Contractor shall submit a copy of the candidate’s resume for approval. Changes to key personnel shall be approved by the Contracting Officer.

1.18.2 The Project Manager is identified as key personnel for this effort. A Project Management Professional (PMP) certification **IS REQUIRED** for this position. The Project Manager will be located onsite at FPS HQ in Washington, DC.

1.18.3 The contractor is responsible for maintaining qualified employees in each labor category through the life of this ID/IQ. The required minimum qualifications for the labor category of Project Manager are set forth in the “Position Descriptions” and will continue as the minimum standard for all personnel hired during the course of performance under this ID/IQ. The Contracting Officer and Contracting Officer’s Technical Representative (COTR) must be notified in writing and approve any personnel replacement actions.

1.19 Contractor Personnel Staffing and Assignments

1.19.1 Contractor Staffing

1.19.1.1 The Contractor shall provide professional and administrative personnel as required to perform work specified in the contract. The Contractor is required to name the Project Manager committed and accepted in its proposal and defined in section 1.17.1.

1.19.2 Standards of Conduct

1.19.2.1 The Contractor shall abide by dress code requirements determined by FPS senior management.

1.19.3 Work Performed by Others

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- 1.19.3.1 The Contractor shall be responsible for managing and overseeing the activities of all subcontractor efforts, if any, used in the performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in this SOW.
- 1.19.4 Non-personal Services Statement
- 1.19.4.1 Contractor management shall ensure that employees properly comply with the performance work standards outlined in the SOW.
- 1.19.4.2 Contractor employees shall perform their duties independent of, and without the supervision of any government official.
- 1.19.4.3 The tasks, duties, and responsibilities set forth in the SOW shall not be interpreted or implemented in any manner that results in the following:
- In any Contractor employee creating or modifying Federal policy;
 - Obligating the appropriated funds of the United States Government;
 - Overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR).

1.20 Information Technology Security

1.20.1 Basic Requirements

1.20.1.1 The Contractor shall adhere to all DHS and FPS IT security policies, including the guidelines and policies stated in the Department of Homeland Security (DHS) Management Directive (MD) Number 4300.1, issued 3/1/2003, titled Information Technology Systems Security. This policy mandates DHS organizational elements, including contractors, follow guidelines outlined in the DHS Sensitive Systems Policy Directive 4300A, Information Technology Security Program, version 5.5, 10/30/07, and the DHS MD 4300A, DHS Sensitive Systems Handbook, Information Technology Security Program, version 5.5, 10/30/07 with attachments.

1.20.1.2 DHS Directive 4300A outlines the management, operational, and technical baseline security requirements (BLSR) for DHS Components to ensure confidentiality, integrity, availability, authenticity, and non-repudiation of sensitive information systems. The directive was developed in accordance with various Executive orders, public laws, and national policy, including the Federal Information Security Management Act (FISMA) of 2002, various National Institute of Standards and Technology (NIST) publications, and the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources. The 4300A Handbook provides greater detail of the BLSRs, including the roles and responsibilities associated with each.

1.20.2 Security Review and Reporting

1.20.2.1 The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references. Security Reviews will take place annually upon the exercise of the option period. The document should be in word format and sent to the Contracting Officer; Stacy Powell 701 Market Street, Suite 3200 Philadelphia, PA 19106.

1.20.2.2 The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The

Contractor shall afford DHS including the Office of Inspector General, FPS Information Systems Security Manager (ISSM), and other government oversight organizations, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract.

- 1.20.2.3 Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/FPS data or the function of computer systems operated on behalf of DHS/FPS, and to preserve evidence of computer crime.

1.21 Security Requirements for Unclassified Information Technology Resources

- 1.21.1 The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes IT resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.
- 1.21.2 The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that shall be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
- 1.21.2.1 Within 60 days after contract award, the Contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the COTR/CO, shall be incorporated into the contract as a compliance document.
- 1.21.2.2 The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; FISMA; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
- 1.21.2.3 The IT security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- 1.21.3 Examples of tasks that require security provisions include:
- 1.21.3.1 Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the Contractor's copy be corrupted; and
- 1.21.3.2 Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- 1.21.3.3 At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

1.22 Data and Document Security

- 1.22.1 Document Security

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- 1.22.1.1 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 CO. 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.
 - 1.22.1.2 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.
 - 1.22.1.3 Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COTR shall arrange, and complete any Nondisclosure Agreements (NDA) furnished by DHS.
 - 1.22.1.4 The Contractor shall have access only to those areas of DHS IT resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the SOW, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS shall take appropriate actions with regard to the contract and the individual(s) involved.
 - 1.22.1.5 In the event that any "For Official Use Only" (FOUO), Sensitive Security Information (SSI) Classified, Protected Critical Infrastructure Information (PCII), Secret or Top Secret are found by the Contractor unattended they shall immediately store the documents in a secured area until an authorized FPS representative takes control of the documents. The Contractor must notify the FPS Program Manager, or the CO or COTR immediately upon discovery.
 - 1.22.1.6 Data initially produced under this contract shall be conveyed to Government free of proprietary claim.
 - 1.22.2 Protected Critical Infrastructure Information (PCII)
 - 1.22.2.1 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 DHS (including the PCII Program Manager or designee).
 - 1.22.3 Sensitive Security Information (SSI),
 - 1.22.3.1 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 S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the DHS. Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
 - 1.22.4 For Official Use Only (FOUO)
 - 1.22.4.1 Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely affect a person's privacy or welfare, the conduct of federal programs, or other programs or operations essential to the national or homeland security interest.
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1.22.5 Sensitive Personally Identifiable Information (SPII)

- 1.22.5.1 SPII is subject to special handling procedures to reduce the risk that it shall be lost, stolen, misused or otherwise compromised. As stated in the DHS Handbook for Safeguarding SPII, SPII should not be deposited in recycling containers. It should either be shredded or deposited in secured burn bins. Shredded SPII may be recycled.

1.23 Personal Identity Verification of Contractor Personnel

- 1.23.1 The Contractor shall comply with agency PIV procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- 1.23.2 The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

1.24 Interconnection Security Agreements

- 1.24.1 Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information accessible on the network. Connections with other Federal agencies shall be documented based on Interagency Agreements (IAAs), Memoranda of Understanding (MOUs), Service Level Agreements (SLAs) or interconnection service agreements. Components shall document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by the Designated Approval Authority (DAA) or by the official designated by the DAA to have signatory authority.

1.25 Personnel Security Background Investigations

- 1.25.1 DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks.
- 1.25.2 Receipt of a favorable EOD decision shall allow contractors to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered an assurance that a full employment suitability authorization shall follow. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any access by DHS, at any time during the term of the contract.
- 1.25.3 No contractor support shall be allowed to enter on duty, access sensitive information or systems, or have unescorted access without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). Contract employees assigned to the contract that do not require access to sensitive DHS information or recurring access to DHS facilities shall not be subject to security suitability screening.

1.26 Suitability Determination

- 1.26.1 Contract employees (to include applicants, temporary, part-time and replacement employees) under the contract, that require access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual shall perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted.
- 1.26.2 Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Contractor employees not in possession of an adequate security clearance shall submit the following completed forms to the OPR-PSU through the COTR, no less than five (5) days after award of the Contract. Any new or replacement personnel shall submit completed packages as defined below at least five (5) days prior to the expected EOD of the prospective employees.
- 1.26.3 The required forms include;
- 1.26.3.1 Standard Form 85P, "Questionnaire for Public Trust Positions" or Standard Form 86, "Questionnaire for National Security Position"(Secret/Top Secret) shall be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (two (2) copies) The exact security form shall be identified by the COTR at the time of task order award.
- 1.26.3.2 FD Form 258, "Fingerprint Card" (two (2) copies)
- 1.26.3.3 Foreign National Relatives or Associates Statement
- 1.26.3.4 DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- 1.26.3.5 Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
- 1.26.3.6 Authorization for release of medical information
- 1.26.4 Required forms and specific submission instructions shall be provided by DHS at the time of award of the contract. Only complete packages shall be accepted by the OPR-PSU.
- 1.26.5 DHS retains the right to designate an applicant as ineligible due to insufficient background information.

1.27 General Security Requirements

- 1.27.1 Each employee of the Contractor shall carry or possess a Government issued identification card or badge while on Federal premises. The Contractor shall insure that all Government identifications are returned to the issuing agency when employees are terminated or upon expiration of the contract.
- 1.27.2 Removal from Contract Work:
- 1.27.2.1 The CO shall request the Contractor to immediately remove any employee(s) from the work site(s) should it be determined that individuals are found to be unfit to perform the duties outlined in this SOW. The Contractor shall comply with any removal request. The determination to remove an employee shall be made for the following reasons:
- Failure to receive a clearance from DHS Personnel Security Division.
 - Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
 - Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

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- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal efficient operations of the Government or the general public
 - Theft, vandalism, immoral conduct, or any other criminal actions.
 - Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
 - Improper use of Government identification.
 - Violation of security procedures or regulations.

1.27.3 The CO shall make all determinations regarding the removal of any employee(s) from work site(s).

1.28 Continued Eligibility

1.28.1 If a prospective employee is found to be ineligible for access to Government facilities or information, the CO shall advise the Contractor that the employee must not continue to work or be assigned to work under the contract.

1.28.2 The Security Office shall require drug screening for probable cause at any time and/or when the Contractor independently identifies, circumstances where probable cause exists. FPS reserves the right to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom FPS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

1.28.3 The Contractor shall report any adverse information coming to their attention concerning contract employees within 24 hours under the contract to the appropriate FPS Security Office. The subsequent termination of employment of an employee shall not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

1.28.4 The Security Office shall be notified of all terminations/ resignations within five (5) days of occurrence. The Contractor shall return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report shall be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location of the pass or card.

1.29 Contractor Employee Data Access

1.29.1 Sensitive Information 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:

1.29.1.1 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

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- regulations thereto (Title 6, CFR, 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);
- 1.29.1.2 Sensitive Security Information (SSI), as defined in Title 49, CFR 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);
- 1.29.1.3 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
- 1.29.1.4 Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- 1.29.2 "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.
- 1.29.3 Contractor employees working on this contract shall complete such forms as necessary for security or other reasons, including the conduction of background investigations to determine suitability. Completed forms shall be submitted as directed by the CO. Upon the CO'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 shall have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- 1.29.4 The CO shall 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.
- 1.29.5 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 CO. 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.
- 1.29.6 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.
- 1.29.7 Before receiving access to IT resources under this contract the individual shall receive a security briefing, which the COTR will arrange, and complete any nondisclosure agreement furnished by DHS.
- 1.29.8 The Contractor shall have access only to those areas of DHS IT resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the
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work under this contract. Any attempts by contractor personnel to gain access to any IT resources not expressly authorized by the SOW, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS shall take appropriate actions with regard to the contract and the individual(s) involved.

- 1.29.9 Contractor access to DHS networks from a remote location shall be a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- 1.29.10 Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver shall be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - 1.29.10.1 The individual shall be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
 - 1.29.10.2 There shall be a compelling reason for using this individual as opposed to a U. S. citizen; and
 - 1.29.10.3 The waiver shall be in the best interest of the Government.
 - 1.29.10.4 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 CO.

1.30 Travel

- 1.30.1 The Contractor shall be reimbursed for travel in accordance with the provisions and rates contained in the Federal Travel Regulations (FTR). The FTR is the regulation contained in 41 Code of Federal Regulations (CFR), Chapters 300 through 304, that implements statutory requirements and Executive branch policies for travel by Federal civilian employees and others authorized to travel at Government expense.
- 1.30.2 All travel requests shall receive the prior approval of the CO/COTR. The Contractor shall not be reimbursed for transportation expenses for assigned personnel for local commuting between their place of residence and their place of work.

1.31 Performance Requirements Summary

The performance requirements summary included herein establishes the performance standards and acceptable levels of performance required by the Government. This plan is intended to give the Government flexibility in measuring performance and serve as a tool to assure consistent and uniform assessment of the contractor's performance. This plan defines how the performance standards will be applied, the frequency of surveillance, the minimum acceptable quality level and the incentive to be applied for satisfactory performance.

Upon task start, the Government will provide initial orientation and familiarization with standards, formats, and procedures.

In accordance with this plan, the Government shall document overall satisfaction with contractor performance through completion of a quarterly customer satisfaction survey. For each requirement listed in column 1, the Contractor shall meet the corresponding standard(s) stated in column 2. The acceptable quality level identified in column 3 establishes the minimum performance level(s) to consider performance satisfactory. Column 4 states the surveillance methods to be used in monitoring contractor performance to assess whether the standard is met. Column 5 identifies the incentives for meeting or exceeding the standard(s).

Performance Requirements Summary:

Requirement (1)	Standards— Criteria for Acceptance (2)	Acceptable Quality Level (3)	Method of Surveillance (4)	Incentive (5)
<i>Outputs the Government will formally assess and feature(s) that will be measured.</i>	<i>Performance level that, when met, means the task has been satisfactorily performed.</i>	<i>For each "Standard," performance shall meet the specified quality level.</i>	<i>Method(s) to be used to verify that performance meets an acceptable level of quality.</i>	<i>Achievement of standard will be noted in performance evaluation.</i>
Documentation <ul style="list-style-type: none"> • Completeness • Timeliness 	Documentation meets agency specific formats for accuracy and completeness Documentation meets agency specified delivery dates	90% Compliance 90% Compliance	Random Sampling Inspection on submission of documentation Customer satisfaction as measured through quarterly survey	<i>Achievement of standard will be noted in performance evaluation</i>
File/Records Management <ul style="list-style-type: none"> • Accuracy • Timeliness 	Files and records are maintained according to agency specified formats file plans Filing is completed according to agency specified delivery dates	90% Compliance 90% Compliance	Random Sampling Customer satisfaction as measured through quarterly survey	<i>Achievement of standard will be noted in performance evaluation</i>
Professionalism <ul style="list-style-type: none"> • Customer Service 	Personnel are courteous; answer questions accurately; efficiently assists all visitors and callers	No more than two validated complaints are rec'd per month	Customer satisfaction as measured through quarterly survey Validated customer complaints;	<i>Achievement of standard will be noted in performance evaluation</i>

Page 67 redacted for the following reason:

(b)(4)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PAGE OF 1 14
 2. CONTRACT NO.: 3. AWARD/EFFECTIVE DATE: 4. ORDER NUMBER: 5. SOLICITATION NUMBER: HSHQDC-12-R-00002
 6. SOLICITATION ISSUE DATE: 05/25/2012

7. FOR SOLICITATION INFORMATION CALL: Stacy Powell
 8. OFFER DUE DATE/LOCAL TIME: 06/25/2012 1500 ES
 9. ISSUED BY: CODE OPO/FPS/SPECT

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOP:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
 NAICS: 541611 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (A)
 SIZE STANDARD: \$14.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS:
 13. RATING:
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CODE
 16. ADMINISTERED BY: CODE OPO/FPS/SPECIAL
 NPPD/FPS/Special Projects Team
 U.S. Dept. of Homeland Security
 Ofc of Procurement Operations - FPS
 701 Market Street, Suite (b)(6)
 Attn: Stacy Powell
 Philadelphia PA 19106

17a. CONTRACTOR/OFFEROR: CODE 3LJG5 FACILITY CODE
 Reema Consulting Services, Inc.
 8106 Hallmark Place
 Gaithersburg, MD 20879
 TELEPHONE NO. 443-303-3630
 18a. PAYMENT WILL BE MADE BY: CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Department of Homeland Security (DHS), National Protection & Programs Directorate (NPPD), Federal Protective Service (FPS), Consolidated Contracts Group (CCG) requests proposals for Administrative Support Services listed below in accordance with the attached Statement of Work (SOW), Security Requirements, and additional Terms and Conditions. Period of Performance: 08/01/2012 to 01/31/2018. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 5 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: (b)(6)
 30b. SIGNATURE OF CONTRACTING OFFICER: (b)(6)

30c. NAME AND TITLE OF SIGNER (Type or print): Rajesh S. Vora, President
 30c. DATE SIGNED: 07/09/12
 31b. NAME OF CONTRACTING OFFICER (Type or print): Stacy Powell
 31c. DATE SIGNED: 5 25 2012

PROPOSAL COVER SHEET

All vendors wishing to reply to this solicitation shall respond with a Quotation Cover Sheet. This Cover Sheet shall include the information listed below a through n.

a	Name of Firm	Reema Consulting Services, Inc.
b	Address	8106 Hallmark Place
c	City, State and Zip Code	Gaithersburg, MD 20879
d	Data Universal Numbering System (DUNS) Number	838916658
e	Taxpayer Identification Number (TIN)	(b)(4)
f	Point of Contact	Rajesh Vora
g	Office Telephone Number	443-303-3630
h	Cell Phone Number	(b)(6)
i	Office Facsimile Number	410-676-2304
j	Electronic Mail Address	(b)(6)
k	Federal Supply Schedule Contract No.	N/A
l	Current Term of the FSS Contract Remaining Options to FSS Contract Prompt Payment Terms (Discount)	N/A
m	Acknowledgement of Amendments to Solicitation	00001, 00002, 00003, and 0004
n	Signature Block with Name, Title and Date	(b)(6) President July 10, 2012

Pages 70 through 98 redacted for the following reasons:

(b)(4)