

Company Name:
Truhart Systems International

Contract Number:
HSCEOP-07-P-01688 (HSCEOP07P01688)

Latest Modification Processed:
P00002

Period of Performance:
9/30/2007 through 3/30/2008

Services Provided:
Providing a Program Manager and Project Manager for the Office of the Chief Financial Officer (OCFO).

DHS/ICE/BTC

APR 21 2008

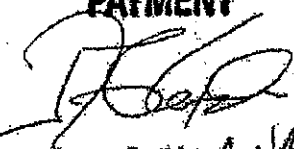
Trihart Systems International LLC
 8070 Georgia Avenue, Ste. 311
 Silver Spring, MD 20910

Invoice

Date	Invoice #
4/1/2008	115330P-705

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Hinden 425 I Street NW Washington DC 20536

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/1/2008			
Quantity	Item Code	Description	Price Each	Amount		
336.5	Consulting services	Lodging (period from 1/17/08 thru 2/29/08)	(b)(4)	REVIEWED AND APPROVED FOR PAYMENT  FOR PATRICIA WALLACE	(b)(4)	
1	Reimbursible Expe...	Hotel Stay Accommodations-Taxes (period from 1/17/08 thru 2/29/08)				
1	Reimbursible Expe...	Hotel Stay Accommodations--Subsistence (Period from 1/17/08 thru 2/29/08)				
1	Reimbursible Expe...	Traffic-Taxi (period from 1/17/08 thru 2/29/08)				
1	Reimbursible Expe...	Traffic-Subway (period from 1/17/08 Thru 2/29/08)				
1	Reimbursible Expe...	Traffic-Air (period from 1/17/08-2/29/08)				
1	Reimbursible Expe...	Other Guest Costs				
Phone #		Fax #		Total		(b)(4)
(b)(2)Low		(b)(2)Low				

INVOICE - Request for Progress Payment			Billed To	U.S. Dept. of Homeland Security Immigration and Customs Enforcement 425 I Street, NW at: Jeff Alexander or Matt Modan	1. Invoice # HSCEOP-07-03	2. Date 1/23/2008
Contractor and Address Trustart Systems International, LLC 8070 Georgia Ave, J Suite 311 / Silver Spring, MD 20910-4734			Tax ID #	(b)	3. Terms	4. Order No. HSCEOP-07-P-01688
Description of Work Program Manager						
Location Washington D.C.			5. Period Covered From 2/1/2007 to 02/29/2007	6. Pay Estimate No. HSCEOP-07-03		
Item No.	Description	CONTRACT			CURRENT PAYMENT REQUEST	
		8. Quantity	9. Unit	10. Unit Price	11. Percentages Complete Total - To - Date / Remaining	12. Payment Request
0001	Program Manager	1	EA	(b)(4)	(b)(4)	(b)(4)
0002	Travel Expenses	1	EA	(b)(4)	(b)(4)	(b)(4)
0003	Other Direct Costs	1	EA	(b)(4)	(b)(4)	(b)(4)
1001	Program Manager/Project Manager	1	EA	(b)(4)	(b)(4)	(b)(4)
1002	Travel Expense	1	EA	(b)(4)	(b)(4)	(b)(4)
1003	Other Direct Costs	1	EA	(b)(4)	(b)(4)	(b)(4)
				EA	\$0.00	
				TOTAL CONTRACT		
I hereby certify that the above request is in accordance with Federal Acquisition Regulation Clause 52.232-6 as incorporated into subject contract.						
(a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;				Original Contract Amount		
(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 35 of Title 31 United States Code;				Modification Amount		
(c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from the subcontract; and				New Contract Amount		
(d) This certification is not to be construed as final acceptance of a subcontractor's performance.				Less Bonds		
				Less Retainage		
				Subtotal		
				Percentage Complete		
				Add Bonds		
				Less Previous Payments - (includes any Retainage)		
				Amount Currently Due:		
				Approved By:		
Michelle Danek			Date:	Contracting Officer	Signature	Date

INVOICE - Request for Progress Payment			Bill To: U.S. Dept. of Homeland Security Immigration and Customs Enforcement 425 I Street, NW c/o: Jeff Alexander or Matt Moden		1. Invoice # HSCEOP-707	2. Date 5/1/2008
Contractor and Address TruHart Systems International, LLC 8070 Georgia Ave. / Suite 311 / Silver Spring, MD 20910-4934		Tax ID # (b)(4)			3. Terms (b)(4)	4. Order No. HSCEOP-07-P-01688
Description of Work Program Management & Administrative Support						
Location Washington D.C.			5. Period Covered From 4/1/2008 to 4/30/2008		6. Pay Estimate No. HSCEOP-07-03	
Item No.	7. Description	CONTRACT			CURRENT PAYMENT REQUEST	
		8. Quantity	& Unit	9. Unit Price	10. Amount	11. Percentages Complete Total - To - Date / Remaining
0001	Program Manager	1	EA	(b)(4)	(b)(4)	(b)(4)
0002	Travel Expense	1	EA	(b)(4)	(b)(4)	(b)(4)
0003	Other Direct Costs	1	EA	(b)(4)	(b)(4)	(b)(4)
0004	Project Manager	1	EA	(b)(4)	(b)(4)	(b)(4)
0005	Travel Expense	1	EA	(b)(4)	(b)(4)	(b)(4)
0006	Other Direct Costs	1	EA	(b)(4)	(b)(4)	(b)(4)
			EA	\$0.00		
		TOTAL CONTRACT				
I hereby certify, that the above request is in accordance with Federal Acquisition Regulation Clause 52.232-5 as incorporated into subject contract. (a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (b) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; (c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from the subcontract; and (d) This certification is not to be construed as final acceptance of a subcontractor's performance.				Original Contract Amount: Modification Amount: New Contract Amount: Less Bonds: Less Retainage: Subtotal: Percentage Complete: Add Bonds: Less Previous Payments - (includes prior Bond Payment) Amount Currently Due: Approved By:		
Michelle Deneke		Date:		Contracting Officer Signature Date		

RECEIVED
 JUL 22 2008
 US DHS-BFC

RECEIVED 7/17/08

Truhart Systems International LLC

Invoice

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Date	Invoice #
5/7/2008	HSCEOP-707

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
FAC8M0032-FA...			5/7/2008			
Quantity	Item Code	Description			Price Each	Amount
221	Consulting services	(b)(6)	Man Hours 04/01-04/30/2008			(b)(4)
1	Reimbursible Expe...		Hotel Stay Accomodations-Lodging			
1	Reimbursible Expe...		Hotel Stay Accomodations-Taxes			
1	Reimbursible Expe...		Hotel Stay Accomodations-Subsistence			
1	Reimbursible Expe...		Taxi			
1	Reimbursible Expe...		Subway			
1	Reimbursible Expe...		Air			
1	Reimbursible Expe...		Other Direct Costs			
176	Consulting services	(b)(6)	Man Hours 04/01-04/30/08			
1	Reimbursible Expe...		Travel expenses			
<p>REVIEWED AND APPROVED FOR PAYMENT</p> <p><i>Pat Wallis</i></p>						
<p>RECEIVED JUL 22 2008 US DHS-BFC</p>						
Phone #		Fax #		Total		(b)(4)
(b)(2)Low						

INVOICE CERTIFICATION FORM

To meet prompt payment deadlines, please reconcile and certify this invoice, and respond by email within 5 calendar days. Send your reply to: Invoice.Consolidation@dhs.gov.

Actions Required Before Completion:

- Validate that an obligation exists to support this invoice in order to pay it;
- Certify that the invoice is accurate and ready for payment.

1a. Invoice Number: HSCEOP-707

1b. FFMS Obligation Document Type and DHS Number: HSCEOP07P01688
(e.g.: DO HSHQDC05X0695)

2. Final Payment: Yes No

3. **Manual Receipt and Acceptance Certification (Complete Section 5 for Manual Certification):**

I certify that funding is available for the goods/services listed on the attached document.

Patricia Wallis
Printed Name

If faxing, provide Signature: _____

COTR
Printed Title

7/22/08
Date

(b)(2)Low
Contact (Phone) Number

4. **Comments:**

5. **Accounting Distribution, if there are multiple distribution lines (attach more pages if necessary).**
"Tab through dollar amount (to next line) to obtain grand total calculation"

FFMS Release # <u>0</u>	Line Number <u>4</u>	Multiple Distribution Line <u>1</u>	Dollar Amount <u>(b)(4)</u>
FFMS Release # <u>0</u>	Line Number <u>5</u>	Multiple Distribution Line <u>1</u>	Dollar Amount <u>(b)(4)</u>
FFMS Release # <u>0</u>	Line Number <u>0</u>	Multiple Distribution Line <u>0</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>0</u>	Multiple Distribution Line <u>0</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>0</u>	Multiple Distribution Line <u>0</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>0</u>	Multiple Distribution Line <u>0</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>0</u>	Multiple Distribution Line <u>0</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>0</u>	Multiple Distribution Line <u>0</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>0</u>	Multiple Distribution Line <u>0</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>0</u>	Multiple Distribution Line <u>0</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>3</u>	Multiple Distribution Line <u>12</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # <u>0</u>	Line Number <u>3</u>	Multiple Distribution Line <u>13</u>	Dollar Amount <u>\$0.00</u>
FFMS Release # _____	Line Number _____	Multiple Distribution Line _____	Dollar Amount _____
FFMS Release # _____	Line Number _____	Multiple Distribution Line _____	Dollar Amount _____

Total Dollar Amount: (b)(4)

INVOICE CERTIFICATION FORM (cont)

Additional Accounting distribution lines:

FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
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FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount
FFMS Release #	Line Number	Multiple Distribution Line	Dollar Amount

Grand Total (pgs 1 and 2) Dollar Amount: (b)(4)

INVOICE - Request for Progress Payment				Bill To: U.S. Dept. of Homeland Security Immigration and Customs Enforcement 425 I Street, NW c/o: Jeff Alexander or Matt Moden		1. Invoice # HSCEOP-707	2. Date 5/1/2008	
Contractor and Address TruHart Systems International, LLC 8070 Georgia Ave. / Suite 311 / Silver Spring, MD 20910-4934			Tax ID # (b)(7)(C)			3. Terms (b)(7)(C)	4. Order No. HSCEOP-07-P-01688	
Description of Work Program Management & Administrative Support				5. Period Covered From 4/1/2008 to 4/30/2008		6. Pay Estimate No. HSCEOP-07-03		
Location Washington D.C.				CONTRACT			CURRENT PAYMENT REQUEST	
Item No.	Description	8. Quantity	9. & Unit	9. Unit Price	10. Amount	11. Percentages Complete Total - To - Date Remaining		12. Payment Requested
0001	Program Manager	1	EA	(b)(4)	(b)(4)	(b)(4)		(b)(4)
0002	Travel Expense	1	EA	(b)(4)	(b)(4)	(b)(4)		(b)(4)
0003	Other Direct Costs	1	EA	(b)(4)	(b)(4)	(b)(4)		(b)(4)
0004	Project Manager	1	EA	(b)(4)	(b)(4)	(b)(4)		(b)(4)
0005	Travel Expense	1	EA	(b)(4)	(b)(4)	(b)(4)		(b)(4)
0006	Other Direct Costs	1	EA	(b)(4)	(b)(4)	(b)(4)		(b)(4)
				EA	\$0.00			
				TOTAL CONTRACT				
<p>I hereby certify, that the above request is in accordance with Federal Acquisition Regulation Clause 52.232-5 as incorporated into subject contract.</p> <p>(a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;</p> <p>(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;</p> <p>(c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from the subcontract; and</p> <p>(d) This certification is not to be construed as final acceptance of a subcontractor's performance.</p>						<p>Original Contract Amount: _____</p> <p>Modification Amount: _____</p> <p>New Contract Amount: _____</p> <p>Less Bonds: _____</p> <p>Less Retainage: _____</p> <p>Subtotal: _____</p> <p>Percentage Complete: (b)(7)(C)</p> <p>Add Bonds: _____</p> <p>Less Previous Payments - (Includes prior Bond Payment) _____</p> <p>Amount Currently Due: _____</p> <p>Approved By: _____</p>		
Michelle Dereke				Date: _____		Contracting Officer		Signature _____
								Date _____

RECEIVED 7/17/08

Truhart Systems International LLC

Invoice

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Date	Invoice #
5/7/2008	HSCEOP-707

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
FAC8M0032-FA...			5/7/2008			
Quantity	Item Code	Description			Price Each	Amount
221	Consulting services	(b)(6)	Man Hours 04/01-04/30/2008			(b)(4)
1	Reimbursible Expe...		Hotel Stay Accomodations-Lodging			
1	Reimbursible Expe...		Hotel Stay Accomodations-Taxes			
1	Reimbursible Expe...		Hotel Stay Accomodations-Subsistence			
1	Reimbursible Expe...		Taxi			
1	Reimbursible Expe...		Subway			
1	Reimbursible Expe...		Air			
1	Reimbursible Expe...		Other Direct Costs			
176	Consulting services	(b)(6)	Man Hours 04/01-04/30/08			
1	Reimbursible Expe...	(b)(6)	Travel expenses			
<p>REVIEWED AND APPROVED FOR PAYMENT</p> <p><i>Pat Wallis</i></p>						
Phone #		Fax #		Total		(b)(4)
(b)(2)Low						

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
5/7/2008	HSCEOP-707

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

Ship To
DHS/ICE/BFC JUN 12 2008

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/7/2008			
Quantity	Item Code	Description			Price Each	Amount
221	Consulting services	(b)(6)	Man Hours			(b)(4)
1	Reimbursible Expe...		Hotel Stay Accomodations-Lodging			(b)(4)
1	Reimbursible Expe...		Hotel Stay Accomodations-Taxes			
1	Reimbursible Expe...		Hotel Stay Accomodations-Subsistence			
1	Reimbursible Expe...		Taxi			
1	Reimbursible Expe...		Subway			
1	Reimbursible Expe...		Air			
1	Reimbursible Expe...		Other Direct Costs			
176	Consulting services	(b)(6)	Man Hours 04/01-04/30/08			
1	Reimbursible Expe...		Travel expenses			
Phone #		Fax #		Total		(b)(4)
(b)(2)Low						

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00001 03/01/2008 FAC-8M-0032 FAC-8M0033

6. ISSUED BY CODE ICE/MS/CFO 7. ADMINISTERED BY (If other than Item 6) CODE ICE/MS/CFO
 ICE/Mission Supt/Chief Financel Ofc Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Mia McFarland Washington DC 20536
 ICE/Mission Supt/Chief Financel Ofc Immigration and Customs Enforcement Office of Asset Management 425 I Street NW, Suite 1122 Attn: Jeffrey Alexander Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 TRUHART SYSTEMS INTERNATIONAL LLC 8070 GEORGIA AVE SUITE 311 SILVER SPRING MD 209104934
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCROP-07-P-01688
 10B. DATED (SEE ITEM 11) 09/28/2007
 CODE 0872313250000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$235,879.00
 SEE ATTACHMENT A

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.217-8, Option to Extend Services

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 087231325

Contact Information

PROCUREMENT OFFICE:
 Mia McFarland, Contract Specialist
 (b)(2)Low
 Wanda I Cruz, Contracting Officer
 (b)(2)Low

PROGRAM OFFICE:
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Wanda I. Cruz
 15C. CONTRACTOR/OFFEROR 15D. DATE SIGNED 15E. UNITED STATES OF AMERICA 15F. DATE SIGNED
 _____ (Signature of person authorized to sign) _____ (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCBOP-07-P-01688/P00001

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Jeffrey Alexander, POC (b)(2)Low</p> <p>Patricia M. Wallis, COTR (b)(2)Low</p> <p>--</p> <p>The purpose of this modification is to (1) incorporate FAR Clause 52.217-8, Option to Extend Services, (2) extend the period of performance for an additional two months from March 31, 2008 through May 30, 2008 (3) increase the estimated Not to Exceed (NTE) amount under CLIN 0001, (4) add two Project Managers under CLIN's 0001, 1001, 2001 and 3001 (5) revise the invoicing procedures (6) increase the amount of funding for Travel CLIN 0002, (7) increase the task order obligated and total amount by \$235,879.00, and (8) incorporate Wage Determinations No.2005-2103, dated 07/05/2004, Revision No. 4 into the Purchase Order (Attachment C).</p> <p>---</p> <p>As a result of this modification the obligated and total amount has increased from \$119,000.00 by \$235,879.00 to \$354,879.00.</p> <p>--</p> <p>POB: Destination Period of Performance: 09/30/2007 to 03/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows:</p> <p>Program Manager - (b)(4) /HR Project Manager - (b)(4) /HR Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCROP-07-P-01688/P00001

PAGE OF
3 28

NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Discount Terms: (b)(2)Low				(b)(4)
1001	Add Item 1001 as follows: Option One LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows: Program Manager (b)(4) HR Project Manager (b)(4) HR Period of Performance: 03/31/2008 to 05/30/2008 Add Item 1002 as follows:				(b)(4)
1002	Option One Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 03/31/2008 to 05/30/2008 Discount Terms: (b)(2)Low				(b)(4)
1003	Add Item 1003 as follows: Option One Other Direct Cost - This CLIN is to reimburse the contractor for expenses to be incurred to make Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>travel arrangements, process travel vouchers, preparation of documents and postage. Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Period of Performance: 03/31/2008 to 05/30/2008</p> <p>Add Item 2001 as follows:</p> <p>Option Two</p> <p>LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows:</p> <p>Program Manager (b)(4) /HR Project Manager [redacted] HR Amount: \$0.00 (Option Line Item) 05/31/2008 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Period of Performance: 05/31/2008 to 06/30/2008</p> <p>Add Item 2002 as follows:</p>				0.00
2002	<p>Option Two</p> <p>Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Amount: \$0.00 (Option Line Item) 05/31/2008 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Period of Performance: 05/31/2008 to 06/30/2008</p> <p>Discount Terms: (b)(2)Low</p> <p>Add Item 2003 as follows: Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCBOP-07-P-01688/P00001

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NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2003	<p>Option Two</p> <p>Other Direct Cost - This CLIN is to reimburse the contractor for expenses to be incurred to make travel arrangements, process travel vouchers, preparation of documents and postage. Amount: \$0.00 (Option Line Item) 05/31/2008 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Period of Performance: 05/31/2008 to 06/30/2008 Discount Terms: (b)(2)Low</p> <p>-- This is a Time and Materials Purchase Order. --</p> <p>FAR Clause 52.217-8 is hereby added in full text as follows:</p> <p>52.217-8 Option to Extend Services (Nov 1999)</p> <p>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 prior to contract expiration</p> <p>-- INVOICE INSTRUCTIONS:</p> <p>1. In accordance with purchase order invoicing instructions, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1279 Attn: OCFO-OAM Invoice</p> <p>Continued ...</p>				0.00



NAME OF OFFEROR OR CONTRACTOR
TROHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>2. In accordance with the Purchase Order Terms and Conditions, Commercial Items, or Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>"...An invoice must include-</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this purchase order. (See paragraph 1 above.) (x) Electronic funds transfer (EFT) banking information. <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this purchase order.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer, Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer (Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>---</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p>				

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
5/7/2008	HSCEOP-707

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

Ship To
DHS/ICE/BFC JUN 12 2008

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/7/2008			

Quantity	Item Code	Description	Price Each	Amount
221	Consulting services	(b)(6) Man Hours	(b)(4)	(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Lodging		
1	Reimbursible Expe...	Hotel Stay Accomodations-Taxes		
1	Reimbursible Expe...	Hotel Stay Accomodations-Subsistence		
1	Reimbursible Expe...	Taxi		
1	Reimbursible Expe...	Subway		
1	Reimbursible Expe...	Air		
1	Reimbursible Expe...	Other Direct Costs		
176	Consulting services	(b)(6) Man Hours 04/01-04/30/08		
1	Reimbursible Expe...	Travel expenses		

Phone #	Fax #
(b)(2)Low	

Total	(b)(4)
--------------	--------

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
5/7/2008	HSCEOP-707

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

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DHS/ICE/BFC MAY 12 2008

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
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1	Reimbursible Expe...	Hotel Stay Accomodations-Subsistence		
1	Reimbursible Expe...	Taxi		
1	Reimbursible Expe...	Subway		
1	Reimbursible Expe...	Air		
1	Reimbursible Expe...	Other Direct Costs		
176	Consulting services	(b)(6) Man Hours 04/01-04/30/08		
1	Reimbursible Expe...	Travel expenses		

Phone #	Fax #
(b)(2)Low	

Total	(b)(4)
--------------	--------

INVOICE - Request for Progress Payment			BIB To: U.S. Dept. of Homeland Security Immigration and Customs Enforcement 425 I Street, NW at: Jeff Alexander or Matt Moden		1. Invoice # HSCEOP-07-07	2. Date 4/14/2008
Contractor and Address TruHart Systems International, LLC 8970 Georgia Ave. / Suite 311 / Silver Spring, MD 20910-4934		Tax ID # (b)(2)			3. Terms (b)(4)	4. Order No. HSCEOP-07-P-01688
Description of Work Program Management & Administrative Support						
Location Washington D.C.			5. Period Covered From 4/1/2008 to 4/30/2008		6. Pay Estimate No. HSCEOP-07-03	
Item No.	Description	8. Quantity & Unit	9. Unit Price	10. Amount	11. Percentages Complete Total - To - Date Remaining	
CONTRACT						
CURRENT PAYMENT REQUEST						
0001	Program Manager	1 EA		(b)(4)	(b)(4)	
0002	Travel Expense	1 EA		(b)(4)	(b)(4)	
0003	Other Direct Costs	1 EA		(b)(4)	(b)(4)	
0004	Project Manager	1 EA		(b)(4)	(b)(4)	
0005	Travel Expense	1 EA		(b)(4)	(b)(4)	
0006	Other Direct Costs	1 EA		(b)(4)	(b)(4)	
			EA	\$0.00		
TOTAL CONTRACT				(b)(4)		
I hereby certify, that the above request is in accordance with Federal Acquisition Regulation Clause 52.232-5 as incorporated into subject contract.						
(a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;						
(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;						
(c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from the subcontract; and						
(d) This certification is not to be construed as final acceptance of a subcontractor's performance.						
					Original Contract Amount: _____	
					Modification Amount: _____	
					New Contract Amount: _____	
					Less Bonds: _____	
					Less Retainage: _____	
					Subtotal: _____	
					Percentage Complete: (b)(4)	
					Add Bonds: _____	
					Less Previous Payments - (includes prior Bond Payment) _____	
					Amount Currently Due: _____	
					Approved By: _____	
Michelle Deneke		<i>Michelle J Deneke</i>		Date: 5/9/07	Contracting Officer Signature Date	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2B	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 03/01/2008		4. REQUISITION/PURCHASE REQ. NO. FAC-8M-0032 FAC-8M0033	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE ICE/MS/CFO		7. ADMINISTERED BY (If other than Item 6) CODE ICE/MS/CFO	
ICE/Mission Supt/Chief Financ'l Ofc Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Mia McFarland Washington DC 20536			ICE/Mission Supt/Chief Financ'l Ofc Immigration and Customs Enforcement Office of Asset Management 425 I Street NW, Suite 1122 Attn: Jeffrey Alexander Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) TRUHART SYSTEMS INTERNATIONAL LLC 8070 GEORGIA AVE SUITE 311 SILVER SPRING MD 209104934			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 11) 9D. DATED (SEE ITEM 11)		
CODE 0872313250000 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. HSCBOP-07-P-01688 10B. DATED (SEE ITEM 11) 09/28/2007		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: \$235,879.00

SEE ATTACHMENT A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.217-8, Option to Extend Services

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

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

DUNS Number: 087231325

Contact Information

PROCUREMENT OFFICE:

Mia McFarland, Contract Specialist

(b)(2)Low

Wanda I Cruz, Contracting Officer

(b)(2)Low

PROGRAM OFFICE:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Wanda I. Cruz	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Jeffrey Alexander, POC (b)(2)Low Patricia M. Wallis, COTR (b)(2)Low -- The purpose of this modification is to (1) incorporate FAR Clause 52.217-8, Option to Extend Services, (2) extend the period of performance for an additional two months from March 31, 2008 through May 30, 2008 (3) increase the estimated Not to Exceed (NTE) amount under CLIN 0001, (4) add two Project Managers under CLIN's 0001, 1001, 2001 and 3001 (5) revise the invoicing procedures (6) increase the amount of funding for Travel CLIN 0002, (7) increase the task order obligated and total amount by \$235,879.00, and (8) incorporate Wage Determinations No.2005-2103, dated 07/05/2004, Revision No. 4 into the Purchase Order (Attachment C). --- As a result of this modification the obligated and total amount has increased from \$119,000.00 by \$235,879.00 to \$354,879.00. -- FOB: Destination Period of Performance: 09/30/2007 to 03/30/2008 Change Item 0001 to read as follows (amount shown is the obligated amount): LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows: Program Manager - (b)(4) HR Project Manager - (b)(4) HR Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Change Item 0002 to read as follows (amount shown is the obligated amount): Continued ...</p>				(b)(4)

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCROP-07-P-01688/P00001

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NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Discount Terms: (b)(2)Low Add Item 1001 as follows:				(b)(4)
1001	Option One LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows: Program Manager (b)(4) HR Project Manager (b)(4) HR Period of Performance: 03/31/2008 to 05/30/2008 Add Item 1002 as follows:				(b)(4)
1002	Option One Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 03/31/2008 to 05/30/2008 Discount Terms: (b)(2)Low Add Item 1003 as follows:				(b)(4)
1003	Option One Other Direct Cost - This CLIN is to reimburse the contractor for expenses to be incurred to make Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEOP-07-P-01688/P00001

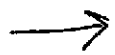
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NAME OF OFFEROR OR CONTRACTOR
 TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	travel arrangements, process travel vouchers, preparation of documents and postage. Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 03/31/2008 to 05/30/2008 Add Item 2001 as follows: Option Two LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows: Program Manager (b)(4) /HR Project Manager [redacted] HR Amount: \$0.00 (Option Line Item) 05/31/2008 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 05/31/2008 to 06/30/2008 Add Item 2002 as follows:				0.00
2002	Option Two Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Amount: \$0.00 (Option Line Item) 05/31/2008 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 05/31/2008 to 06/30/2008 Discount Terms: (b)(2) Low Add Item 2003 as follows: Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2003	<p>Option Two</p> <p>Other Direct Cost - This CLIN is to reimburse the contractor for expenses to be incurred to make travel arrangements, process travel vouchers, preparation of documents and postage. Amount: \$0.00 (Option Line Item) 05/31/2008 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Period of Performance: 05/31/2008 to 06/30/2008 Discount Terms: <div style="background-color: black; color: white; padding: 2px; display: inline-block;">(b)(2)Low</div> --- This is a Time and Materials Purchase Order. --- FAR Clause 52.217-8 is hereby added in full text as follows: 52.217-8 Option to Extend Services (Nov 1999)</p> <p>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 prior to contract expiration</p> <p>--- INVOICE INSTRUCTIONS: 1. In accordance with purchase order invoicing instructions, invoices shall now be submitted via one of the following three methods: a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1279 Attn: OCFO-OAM Invoice</p> <p>Continued ...</p>				0.00



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>2. In accordance with the Purchase Order Terms and Conditions, Commercial Items, or Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>"...An invoice must include-</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this purchase order. (See paragraph 1 above.) (x) Electronic funds transfer (EFT) banking information. <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this purchase order.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer, Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer (Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>---</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p>				

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
5/7/2008	HSCEOP-707

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

Ship To
DHS/ICE/BFC MAY 12 2008

P.O. Number	Terms.	Rep	Ship	Via	F.O.B.	Project
			5/7/2008			

Quantity	Item Code	Description	Price Each	Amount
221	Consulting services	(b)(6) Man Hours	(b)(4)	(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Lodging		(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Taxes		(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Subsistence		(b)(4)
1	Reimbursible Expe...	Taxi		(b)(4)
1	Reimbursible Expe...	Subway		(b)(4)
1	Reimbursible Expe...	Air		(b)(4)
1	Reimbursible Expe...	Other Direct Costs		(b)(4)
176	Consulting services	(b)(6) Man Hours 04/01-04/30/08		(b)(4)
1	Reimbursible Expe...	Travel expenses		(b)(4)

Phone #	Fax #
(b)(2)Low	

Total	(b)(4)
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INVOICE - Request for Progress Payment		Bill To: U.S. Dept. of Homeland Security Immigration and Customs Enforcement 425 I Street, NW c/o: Jeff Alexander or Matt Moden	1. Invoice # HSCEOP-07-07	2. Date 4/14/2008
Contractor and Address TruHart Systems International, LLC 8070 Georgia Ave. / Suite 311 / Silver Spring, MD 20910-4934		Tax ID # [REDACTED]	3. Terms [REDACTED]	4. Order No. HSCEOP-07-P-01688

Description of Work
Program Management & Administrative Support

Location: **Washington D.C.** 5. Period Covered From **4/1/2008** to **4/30/2008** 6. Pay Estimate No. **HSCEOP-07-03**

Item No.	7. Description	8. CONTRACT			11. CURRENT PAYMENT REQUEST		
		Quantity	& Unit	9. Unit Price	10. Amount	Total - To - Date	12. Payment Requested
0001	Program Manager	1	EA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0002	Travel Expense	1	EA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0003	Other Direct Costs	1	EA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0004	Project Manager	1	EA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0005	Travel Expense	1	EA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0006	Other Direct Costs	1	EA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
				EA	\$0.00		

TOTAL CONTRACT [REDACTED]

I hereby certify, that the above request is in accordance with Federal Acquisition Regulation Clause 52.232-5 as incorporated into subject contract.

(a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from the subcontract; and

(d) This certification is not to be construed as final acceptance of a subcontractor's performance.

Original Contract Amount: [REDACTED]
 Modification Amount: [REDACTED]
 New Contract Amount: [REDACTED]
 Less Bonds: [REDACTED]
 Less Retainage: [REDACTED]
 Subtotal: [REDACTED]
 Percentage Complete: [REDACTED]
 Add Bonds: [REDACTED]
 Less Previous Payments - (Includes prior Bond Payment) [REDACTED]
 Amount Currently Due: [REDACTED]
 Approved By: [REDACTED]

Michelle Deneke *Michelle J Deneke* Date: **5/19/07**

Contracting Officer Signature Date

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

DHS/ICE/BFC

DEC 10 2008

Invoice

Date	Invoice #
4/17/2008	HSCEOP-706

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement Burlington Finance Center PO Box 1620 Williston, VT 05495-1620

Ship To
EIN: 52-2304213 Contract# HSCEOP-07-P-01688

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2008			

Quantity	Item Code	Description	Price Each	Amount
91.25	Consulting services	(b)(6) Man Hours (remaining period 3/16-3/31/08)	(b)(4)	
1	Reimbursible Expc...	Hotel Stay Accomodations-Lodging		
1	Reimbursible Expc...	Hotel Stay Accomodations-Taxes		
1	Reimbursible Expc...	Hotel Stay Accomodations-Subsistence		
1	Reimbursible Expc...	Travel-Taxi		
1	Reimbursible Expc...	Travel-Subway		
1	Reimbursible Expc...	Travel-Air		
160	Consulting services	(b)(6) Man Hours 03/01-03/31/08		
1	Reimbursible Expc...	Travel Expenses		

Phone #	Fax #
(b)(2)Low	

Total	(b)(4)
--------------	--------

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
4/17/2008	HSCEOP-706

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement Burlington Finance Center PO Box 1620 Williston, VT 05495-1620

EIN: 52-2304213 Contract# HSCEOP-07-P-01688
--

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2008			

Quantity	Item Code	Description	Price Each	Amount
91.25	Consulting services	(b)(6) Man Hours (remaining period 3/16-3/31/08)	(b)(4)	
1	Reimbursible Expe...	Hotel Stay Accomodations-Lodging		
1	Reimbursible Expe...	Hotel Stay Accomodations-Taxes		
1	Reimbursible Expe...	Hotel Stay Accomodations-Subsistence		
1	Reimbursible Expe...	Travel-Taxi		
1	Reimbursible Expe...	Travel-Subway		
1	Reimbursible Expe...	Travel-Air		
1	Reimbursible Expe...	Other Direct Costs		
160	Consulting services	(b)(6) Man Hours 03/01-03/31/08		
1	Reimbursible Expe...	Travel Expenses		
1	Reimbursible Expe...	Other Direct Costs		

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US DHS-BFC

Phone #	Fax #	Total	(b)(4)
(b)(2)Low			

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
4/17/2008	HSCROP-706

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2008			

Quantity	Item Code	Description	Price Each	Amount
91.25	Consulting services	(b)(6) Man Hours (remaining period 3/16-3/31/08)	(b)(4)	(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Lodging		
1	Reimbursible Expe...	Hotel Stay Accomodations-Taxes		
1	Reimbursible Expe...	Hotel Stay Accomodations-Subsistence		
1	Reimbursible Expe...	Travel-Taxi		
1	Reimbursible Expe...	Travel-Subway		
1	Reimbursible Expe...	Travel-Air		
1	Reimbursible Expe...	Other Direct Costs		
160	Consulting services	(b)(6) Man Hours 03/01-03/31/08		
1	Reimbursible Expe...	Travel Expenses		
1	Reimbursible Expe...	Other Direct Costs		

Phone #	Fax #
(b)(2)Low	

Total	(b)(4)
--------------	--------

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
4/17/2008	HSCFOP-706

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2008			

Quantity	Item Code	Description	Price Each	Amount
91.25	Consulting services	(b)(6) Man Hours (remaining period 3/16-3/31/08)	(b)(4)	(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Lodging		(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Taxes		(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Subsistence		(b)(4)
1	Reimbursible Expe...	Travel-Taxi		(b)(4)
1	Reimbursible Expe...	Travel-Subway		(b)(4)
1	Reimbursible Expe...	Travel-Air		(b)(4)
1	Reimbursible Expe...	Other Direct Costs		(b)(4)
160	Consulting services	(b)(6) Man Hours 03/01-03/31/08		(b)(4)
1	Reimbursible Expe...	Travel Expenses		(b)(4)
1	Reimbursible Expe...	Other Direct Costs		(b)(4)

Phone #	Fax #
(b)(2)Low	

Total	(b)(4)
--------------	--------

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
5/31/2008	07-TI-09Z

2008 JUN 29 AM 8:11

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement C/O Jeff Alexander or Matt Moden 425 I Street NW Washington DC 20536

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5131/2008			

Quantity	Item Code	Description	Price Each	Amount
212.75	Consulting services	(b)(6) Man Hours	(b)(4)	(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Lodging	(b)(4)	(b)(4)
1	Reimbursible Expe...	Hotel Stay Accomodations-Taxes	(b)(4)	(b)(4)
1	Reimbursible Expe...	Hotel stay-Subsistence	(b)(4)	(b)(4)
1	Reimbursible Expe...	Taxi/POV	(b)(4)	(b)(4)
1	Reimbursible Expe...	Air Travel	(b)(4)	(b)(4)
1	Reimbursible Expe...	Metro Subway	(b)(4)	(b)(4)
168	Reimbursible Expe...	(b)(6) Man Hours	(b)(4)	(b)(4)

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US DHS-BFC

REVIEWED AND APPROVED FOR PAYMENT

REVIEWED AND APPROVED FOR PAYMENT

Pat Walli

RECEIVED
US DHS-BFC

Phone #	Fax #
(b)(2)Low	(b)(2)Low

Total (b)(4)

Truhart Systems International LLC
 8070 Georgia Avenue, Ste. 311
 Silver Spring, MD 20910

Invoice

5/31/2008 07-TH-092

2008年7月29日

Bill To

ATTN: OCFO-OAM
 DHS/BFC
 PO Box 1620
 Williston, VT 05495-1620
 Contract #: HSCEOP-07-P-01688/P00002

Ship To

Truhart Systems Int'l, LLC
 8070 Georgia Avenue
 Suite #311
 Silver Spring, Md 20910
 Tax Id: (b)(2)Low

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
FAC-6M-0054			5/31/2008		Destination	
Quantity	Item Code	Description	Price Each	Amount		
212.75	Consulting services	(b)(6) Man Hours	(b)(4)	(b)(4)		
1	Reimbursable Expe...	Hotel Stay Accommodations-Lodging				
1	Reimbursable Expe...	Hotel Stay Accommodations-Taxes				
1	Reimbursable Expe...	Hotel stay-Subsistence				
1	Reimbursable Expe...	Tax/POV				
1	Reimbursable Expe...	Air Travel				
1	Reimbursable Expe...	Metro Subway				
158	Reimbursable Expe...	(b)(6) Man Hours				
RECEIVED						
JUL 09 2008						
US DHS-BFC						
Phone #		Fax #		Total		(b)(4)
(b)(2)Low						

Truhart Systems International LLC

8070 Georgia Avenue, Ste. 311
Silver Spring, MD 20910

Invoice

Date	Invoice #
6/30/2008	07-TH-10

Bill To
U.S. Department of Homeland Security Immigration and Customs Enforcement Burlington Finance Center PO Box 1620 Williston, VT 05495-1620

EIN-52-2304213 Contract#- HSCEOP-07-P-01688
--

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			6/30/2008			

Quantity	Item Code	Description	Price Each	Amount
144	Consulting services	June hours (06/01/08-06/30/08 for (b)(6)	(b)(4)	(b)(4)
1	Reimbursible Expe...	Lodging		
1	Reimbursible Expe...	Airlines		
1	Reimbursible Expe...	Travel-Rent a Car		
1	Reimbursible Expe...	Travel-Parking		
1	Reimbursible Expe...	Travel-Parking		

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US DHS-BFC

Phone #	Fax #
(b)(2)Low	

Total

(b)(4)

**Truhart Systems
June 2008
Expenses for [REDACTED] (b)(6)**

<u>Type</u>	<u>Vendor</u>	<u>Amount</u>
Travel	El Paso Airport	\$ [REDACTED] (b)(6)
Travel	Parking Systems	\$ [REDACTED] (b)(6)
Travel	Valero	\$ [REDACTED] (b)(6)
Travel	Southwest Airlines	\$ [REDACTED] (b)(6)
Travel	American Airlines	\$ [REDACTED] (b)(6)
Travel	Dollar Car Rental	\$ [REDACTED] (b)(6)
Lodging	Homewood Suites	\$ [REDACTED] (b)(6)
Total		\$ [REDACTED] (b)(6)

RECEIVED
JUL 31 2008
US DHS-BFC

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENOMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 05/31/2008	4. REQUISITION/PURCHASE REQ. NO. FAC-8M-0054	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Mission Supt/Chief Financ'l Ofc Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Mia McFarland Washington DC 20536	CODE ICE/MS/CFO	7. ADMINISTERED BY (if other than item 6) ICE/Mission Supt/Chief Financ'l Ofc Immigration and Customs Enforcement Office of Asset Management 425 I Street NW, Suite 1122 Washington DC 20536	CODE ICE/MS/CFO
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TRUHART SYSTEMS INTERNATIONAL LLC 8070 GEORGIA AVE SUITE 311 SILVER SPRING MD 209104934		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0872313250000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCFOP-07-P-01688	
		10B. DATED (SEE ITEM 11) 09/28/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$64,744.00
SEE ATTACHMENT A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract

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

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

DUNS Number: 087231325

CONTACT INFORMATION

PROCUREMENT OFFICE:
Mia McFarland, Contract Specialist
(b)(2)Low

Gwendolyn Murphy, Contracting Officer
(b)(2)Low

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Michelle T. Deneke, CEO/Owner	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gwendolyn E. Murphy
15B. CONTRACTOR/OFFEROR <i>Michelle T. Deneke</i> (Signature of person authorized to sign)	15C. UNITED STATES OF AMERICA <i>Gwendolyn E. Murphy</i> (Signature of Contracting Officer)
16C. DATE SIGNED 5/30/08	16C. DATE SIGNED 5/30/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-63)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEOP-07-P-01688/P00002

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PROGRAM OFFICE: Miguel Cruz, POC (b)(2)Low</p> <p>Patricia M. Wallis, COTR (b)(2)Low</p> <p>--</p> <p>The purpose of this modification is to (1) incorporate FAR clause 52.217-9, Option to Extend the Term of the Contract, (2) exercise Option Period II with a performance period of May 31, 2008 through June 30, 2008 and (3) increase the obligated amount by \$64,744.00.</p> <p>--</p> <p>As a result of this modification the obligated and total amount has increased from \$354,879.00.00 by \$64,744.00 to \$419,623.00.</p> <p>--</p> <p>FOB: Destination Period of Performance: 05/31/2008 to 06/30/2008</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p>				
2001	<p>Option Period II</p> <p>LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services. Labor categories under this CLIN are as follows:</p> <p>Program Manager (b)(4) /HR Project Manager (b)(4) HR Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Change Item 2002 to read as follows (amount shown is the obligated amount):</p>				(b)(4)
2002	<p>Option Period II</p> <p>Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Product/Service Code: S216 Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEOP-07-P-01688/P00002

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2003	<p>Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p> <p>Option Period II</p> <p>Other ODC's for Non Professional Services- This CLIN is to reimburse the contractor for expenses to be incurred to make travel arrangements, process travel vouchers, preparation of documents and postage</p> <p>Product/Service Code: S216</p> <p>Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>--</p> <p>52.217-9 Option to Extend the Term of the Contract (MAR 2000)</p> <p>(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration date provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to contract expiration date. The preliminary notice does not commit the Government to an extension.</p> <p>(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.</p> <p>(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 year.</p> <p>--</p> <p>This is a Time and Materials Purchase Order.</p> <p>----</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p>				(b)(4)

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: FAC-8M-0054

PROJECT	TASK	FUND PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
(b)(2)Low						\$64,744.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
(b)(2)Low			Construction, Immigration, and Customs Enforcement, Border and Transportation Security, Department of Homeland Security	\$64,744.00

HSCEOP-07-P-01688/P00002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 28
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
P00001	03/01/2008	FAC-8M-0032 FAC-8M0033	
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
ICE/MS/CFE	ICE/MS/CFE	ICE/MS/CFE	ICE/MS/CFE
ICE/Mission Supt/Chief Financ'l Ofc Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Mia McFarland Washington DC 20536		ICE/Mission Supt/Chief Financ'l Ofc Immigration and Customs Enforcement Office of Asset Management 425 I Street NW, Suite 1122 Attn: Jeffrey Alexander Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
TRUHART SYSTEMS INTERNATIONAL LLC 8070 GEORGIA AVE SUITE 311 SILVER SPRING MD 209104934		(X)	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-F-01688	
		10B. DATED (SEE ITEM 11)	
CODE	0872313250000	FACILITY CODE	09/28/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

SEE ATTACHMENT A Net Increase: \$235,879.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.102(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.217-8, Option to Extend Services

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

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

DUNS Number: 087231325

Contact Information

PROCUREMENT OFFICE:
Mia McFarland, Contract Specialist
(b)(2)Low
Wanda I Cruz, Contracting Officer
(b)(2)Low

PROGRAM OFFICE:
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michelle T. Deneke CEO/Owner	Wanda I. Cruz
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
<i>Michelle T. Deneke</i> (Signature of person authorized to sign)	3/17/08
15D. UNITED STATES OF AMERICA	15E. DATE SIGNED
<i>Wanda I. Cruz</i> (Signature of Contracting Officer)	3/17/2008

NAME OF OFFEROR OR CONTRACTOR
TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Jeffrey Alexander, POC (b)(2)Low Patricia M. Wallis, COTR (b)(2)Low ---				
0001	<p>The purpose of this modification is to (1) incorporate FAR Clause 52.217-8, Option to Extend Services, (2) extend the period of performance for an additional two months from March 31, 2008 through May 30, 2008 (3) increase the estimated Not to Exceed (NTE) amount under CLIN 0001, (4) add two Project Managers under CLIN's 0001, 1001, 2001 and 3001 (5) revise the invoicing procedures (6) increase the amount of funding for Travel CLIN 0002, (7) increase the task order obligated and total amount by \$235,879.00, and (8) incorporate Wage Determinations No.2005-2103, dated 07/05/2004, Revision No. 4 into the Purchase Order (Attachment C).</p> <p>As a result of this modification the obligated and total amount has increased from \$119,000.00 by \$235,879.00 to \$354,879.00.</p> <p>--- FOB: Destination Period of Performance: 09/30/2007 to 03/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows:</p> <p>Program Manager - (b)(4) HR Project Manager - (b)(4) HR Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
 HSCEOP-07-P-01688/P00001

PAGE OF
 3 28

NAME OF OFFEROR OR CONTRACTOR
 TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES				(b)(4)
1001	Discount Terms: (b)(2)Low Add Item 1001 as follows: Option One LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows: Program Manager: (b)(4) /HR Project Manager: (b)(4) /HR Period of Performance: 03/31/2008 to 05/30/2008 Add Item 1002 as follows:				(b)(4)
1002	Option One Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 03/31/2008 to 05/30/2008 Discount Terms: (b)(2)Low				(b)(4)
1003	Add Item 1003 as follows: Option One Other Direct Cost - This CLIN is to reimburse the contractor for expenses to be incurred to make Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
 HSCEOP-07-P-01688/P00001

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NAME OF OFFEROR OR CONTRACTOR
 TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	travel arrangements, process travel vouchers, preparation of documents and postage. Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES				
2001	Period of Performance: 03/31/2008 to 05/30/2008 Add Item 2001 as follows: Option Two LABOR - The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this purchase order as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the services described in Attachment B, Statement of Work (Revised). Labor categories under this CLIN are as follows: Program Manager \$ (b)(4) /HR Project Manager \$ (b)(4) HR Amount: \$0.00 (Option Line Item) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 05/31/2008 to 06/30/2008 Add Item 2002 as follows: Option Two Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Amount: \$0.00 (Option Line Item) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 05/31/2008 to 06/30/2008 Discount Terms: (b)(2)Low Add Item 2003 as follows: Option Two Continued ...				0.00
2002	Option Two Travel - All travel is to be reimbursed in accordance with the Federal Travel Regulation. (Not to Exceed Amount - NTE) Amount: \$0.00 (Option Line Item) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Period of Performance: 05/31/2008 to 06/30/2008 Discount Terms: (b)(2)Low Add Item 2003 as follows: Option Two Continued ...				0.00
2003	Option Two Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR
 TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Other Direct Cost - This CLIN is to reimburse the contractor for expenses to be incurred to make travel arrangements, process travel vouchers, preparation of documents and postage.</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>Product/Service Code: S216</p> <p>Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Period of Performance: 05/31/2008 to 06/30/2008</p> <p>Discount Terms: (b)(2)Low</p> <p>--</p> <p>This is a Time and Materials Purchase Order.</p> <p>--</p> <p>FAR Clause 52.217-8 is hereby added in full text as follows:</p> <p>52.217-8 Option to Extend Services (Nov 1999)</p> <p>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 prior to contract expiration</p> <p>--</p> <p>INVOICE INSTRUCTIONS:</p> <p>1. In accordance with purchase order invoicing instructions, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1279 Attn: OCFO-OAM Invoice</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
 HSCEOP-07-P-01688/P00001

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NAME OF OFFEROR OR CONTRACTOR
 TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>802-288-7658</p> <p>c. By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>2. In accordance with the Purchase Order Terms and Conditions, Commercial Items, or Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>"...An invoice must include-</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this purchase order. (See paragraph 1 above.) (x) Electronic funds transfer (EFT) banking information. <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this purchase order.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have Continued ...</p>				

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 TRUHART SYSTEMS INTERNATIONAL LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer, Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer (Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>---</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</p>				

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: FAC-8M-0033

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
(b)(2)Low							(b)(4)

HSCEOP-07-P-01688/P00001

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: FAC-8M-0032

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
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(b)(2)Low

(b)(4)

HSCEOP-07-P-01688/P00001

SCOPE OF WORK
For
PROGRAM MANAGER
PROJECT MANAGER
(Revised)

For

OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF ASSET MANAGEMENT
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

February 26, 2008

1.0 BACKGROUND

ICE, the largest investigative arm of the U.S. Department of Homeland Security (DHS), currently manages a portfolio of owned and leased spaces throughout the continental United States, second only to Customs and Border Protection (CBP) in size and scope. As the mission of ICE grows and changes, the Office of Facilities continues to be challenged to meet the programmatic needs of a variety of clients within the bureau.

The Owned portfolio consists of eight Service Processing Centers (SPCs) and a variety of smaller support facilities. These facilities include spatial types that range from office space to courtrooms to full-fledged detention centers, all in support of ICE's mission to prevent acts of terrorism by targeting the people, money, and materials that support terrorist and criminal activities. More specifically, ICE is responsible for identifying and shutting down vulnerabilities in the nation's border, economic, transportation and infrastructure security.

The ICE Owned Property portfolio consists of facilities located as follows:

Service Processing Centers

1. Aguadilla, PR
2. Batavia, NY
3. El Centro, CA
4. El Paso, TX
5. Florence, AZ
6. Krome (Miami), FL
7. Port Isabel, TX
8. San Pedro, CA

Other ICE-owned property

1. Altoona, PA
2. Broadview, IL
3. Calpatria, CA
4. Fishkill, NY
5. Honolulu, HI
6. Huntsville, TX
7. Oakdale, LA
8. Guam

As the nature of these vulnerabilities evolves, so does ICE's mission and by extension, the nature and requirements of the facilities under ICE management.

2.0 Personnel Requirement

Program Manager

One Program Manager to be located full-time at 425 I Street NW, Washington, DC. Minimum qualifications shall be as follows:

- 10+ years of progressive experience in the management of medium to large design and construction projects.
- Familiarity with GSA leasing procedures.
- Familiarity with standard industry design and construction practices in both the private and public sectors
- Experience in the development and implementation of standards
- Experience managing project teams
- Proficient in use of Office software including creation and maintenance of Excel spreadsheets and PowerPoint presentations
- Knowledge of creation and maintenance of Access databases desirable
- Demonstrated writing and verbal communication skills.
- Demonstrated experience managing Headquarters level requirements

Project Managers

Two Project Managers to be assigned full-time in Dallas, TX. Minimum qualifications shall be as follows:

- 5+ years of progressive experience in construction or housing development management
- Experience planning, directing and managing capital construction projects
- Experience in the development and implementation of construction standards.
- Experience supervising construction projects, housing projects and remodeling.
- Experience working on capital construction projects working with engineers, architects and onsite workers.
- Experience working on government or residential building projects in a decision making or managerial role.
- Experience working with Directors, Senior Staff, General Managers, Project Managers and staff at all organizational levels.
- Ability to create reports, provide expert advice, report findings and recommend improvements to achieve mission standards and results.

3.0 STATEMENT OF WORK

Duties will include but not be limited to:

Program Manager

- Overall monitoring of the planning, programming, design, construction and operation and maintenance of ICE capitol improvements and physical facilities.
- Compare proposed capitol improvement projects with the agencies master operating plans and budgets and advise the Secretary of items in compliance and deficiencies that may need to be corrected.
- Work with the agency personnel to insure adequate biddability and constructability reviews of proposed contracts and projects are performed
- Review and audit existing project schedules, project cost, project documentation, quality assurance, and safety programs for material deficiencies and/or compliance.
- Review engineering and construction procedures and contract management practices and make recommendations for improvement where appropriate.
- Develop recommendations and courses of action to correct any found deficiencies in the program.
- Through reports, interviews, and onsite inspections monitor the success of the capitol improvements program implementation.
- Provide reports on actions and findings, and provide other related services deemed necessary by the Agency.
- Recommend any engineering or special services that may need to be acquired to insure economic success of the program.
- Other duties as assigned

Project Manager

- Contractor will report directly to Construction Program Manager, Dallas, TX
- Act as an expert technical advisor and manager on ICE construction projects.
- Manage ongoing large scale construction and repair & maintenance projects in conjunction with the U.S. Army Corp of Engineers (USACE).
- Assure timeframes, cost requirements and schedules on large scale construction projects are met, maintained and documented, assuring that projects stay within obligated and budgeted project costs.
- Effect repairs and maintenance to the infrastructure of ICE Service Processing Centers (SPC's) through establishment of project milestones and ongoing monitoring of progress, documenting opportunities, costs savings and potential problem areas.

-
- Meet ICE mission requirements, building standards and plans to assist ICE programs that enforce immigration laws against illegal immigrants. Providing excellent customer service to assure that program needs and requirements are fulfilled.
 - Write memos reporting findings, communicate information to appropriate OAM management, and function as liaison between OAM, ICE Programs GSA, CBP and USACE.
 - Produce recurring program reports, document findings and accomplishments, and present program data findings to OAM Director.
 - Attend meetings as OAM representative, with ICE programs, CBP, GSA and Army Corp of Engineers.
 - Manage special projects as assigned by OAM Director.

4.0 Travel

Travel is expected to be part of the total work effort for this scope of work. All travel in support of this contract shall be within the continental United States. Travel shall be reimbursed per the established joint travel regulations. All travel must be approved by the COTR prior to the travel.

5.0 Hours of Operation

Overtime is expected to be part of the total work effort for this scope of work and holidays may be required. COTR shall notify contractor in advance of all overtime and holiday needs to establish work requirements and assure coverage. All overtime and holiday work must be approved by the COTR before being worked. Core working hours for OAM are 9AM – 4PM, Monday – Friday. The contractors shall structure their schedule to meet these core hour requirements.

6.0 Workplace

Program Manager will be assigned full time to Washington, DC. Project Managers will report to Washington, DC for a minimum of the first two months of the contract or until the OAM Dallas office is opened after which they will be assigned full time to Dallas, TX. Contractors may continue to make periodic trips to Washington, DC as required by OAM Director, Program Manager or work requirements.

7.0 SECURITY REQUIREMENT

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract **HSCEOP07P01688** requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

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. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. 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. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-Qip (electronic forms submission).

2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

CONTINUED ELIGIBILITY

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

The OPR-PSU may require drug screening for probable cause at any time and/or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The

subsequent termination of employment of an employee does 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.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will 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 must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

EMPLOYMENT ELIGIBILITY

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

Special Conditions

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract. OAM reserves the right to require the Contractor to replace any staff deemed incompetent, who can not perform tasks as stated in this statement of work, who is careless or displays unacceptable conduct. The Contractor must be able to provide a replacement person who meets the qualification standards within five workdays.

Determination of inability to work satisfactorily, as described, will be based on the number of times the government staff must provide on spot assistance. The COTR and Contracting Officer will discuss these problems jointly with the Contractor.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU 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 will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractor's who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level

of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

8.0 DELIVERABLES

A Monthly progress report shall be submitted by the 10th of the subsequent month, in a form mutually agreed upon by the Contractor and the Government.

9.0 PERFORMANCE PERIOD

This contract Modification (contract# HSCEOP07P01688) will be in effect from the date of modification through May 30, 2008.

10.0 GOVERNMENT FURNISHED MATERIALS

All documents, data, and other material furnished by the Government under this contract will remain the property of the Government and shall be returned to the Government within 30 calendar days after completion of this contract.

11.0 SPECIAL CONSIDERATIONS

Neither the Contractor nor their representative shall release or publish any sketch, photograph, report, or other material of any nature derived or prepared under this Statement of Work without specific written permission of the ICE Contracting Officer's Technical Representative except as is specifically provided for in this Statement of Work.

Copyrights shall not be claimed by the Contractor for any materials produced under this Task Order. All such materials are to remain within the public domain.

The Contractor shall ensure that qualified personnel with the proper experience in performing such services are used throughout the duration of the project.

The Contractor and those in his/her employ shall not present reports of research from this project to various professional societies and publications.

In the event the Contractor encounters problems in fulfilling performance requirements, or when difficulties are anticipated in complying with the Task Order schedule or dates, or whenever the Contractor has knowledge a potential

situation is delaying or threatening to delay timely performance of tasks, the Contractor shall immediately notify the USACE Technical Representative by phone and in writing noting all relevant details. However, this material will be informational in character and this provision shall not be construed as a waiver by the U.S. Government of any delivery schedule or date, rights, or remedies provided by law or under this Task Order.

12.0 GOVERNMENT CONTACT REPRESENTATIVES

The designated COTR for this contract is Patricia M. Wallis, Director, Office of Asset Management. The POC is Jeffrey Alexander ^{(b)(2)Low} All documentation and correspondence shall be submitted to the COTR and POC.

WD 05-2103 (Rev.-4) was first posted on www.wdol.gov on 07/10/2007

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2103
 Revision No.: 4
 Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
 Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
 George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01

01533	- Travel Clerk III	13.99
01611	- Word Processor I	13.76
01612	- Word Processor II	15.60
01613	- Word Processor III	18.43
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	25.26
05010	- Automotive Electrician	21.37
05040	- Automotive Glass Installer	20.14
05070	- Automotive Worker	20.14
05110	- Mobile Equipment Servicer	17.31
05130	- Motor Equipment Metal Mechanic	22.53
05160	- Motor Equipment Metal Worker	20.14
05190	- Motor Vehicle Mechanic	22.53
05220	- Motor Vehicle Mechanic Helper	16.81
05250	- Motor Vehicle Upholstery Worker	19.66
05280	- Motor Vehicle Wrecker	20.14
05310	- Painter, Automotive	21.37
05340	- Radiator Repair Specialist	20.14
05370	- Tire Repairer	14.43
05400	- Transmission Repair Specialist	22.53
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.18
07041	- Cook I	11.97
07042	- Cook II	13.28
07070	- Dishwasher	9.76
07130	- Food Service Worker	10.25
07210	- Meat Cutter	16.07
07260	- Waiter/Waitress	8.59
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.05
09040	- Furniture Handler	12.78
09080	- Furniture Refinisher	18.39
09090	- Furniture Refinisher Helper	14.11
09110	- Furniture Repairer, Minor	16.31
09130	- Upholsterer	18.05
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.67
11060	- Elevator Operator	9.79
11090	- Gardener	15.70
11122	- Housekeeping Aide	10.89
11150	- Janitor	10.89
11210	- Laborer, Grounds Maintenance	12.07
11240	- Maid or Houseman	10.84
11260	- Pruner	11.37
11270	- Tractor Operator	14.19
11330	- Trail Maintenance Worker	12.07
11360	- Window Cleaner	11.31
12000	- Health Occupations	
12010	- Ambulance Driver	16.06
12011	- Breath Alcohol Technician	17.67
12012	- Certified Occupational Therapist Assistant	20.31
12015	- Certified Physical Therapist Assistant	19.99
12020	- Dental Assistant	16.90
12025	- Dental Hygienist	40.68
12030	- EKG Technician	24.34
12035	- Electroneurodiagnostic Technologist	24.34
12040	- Emergency Medical Technician	17.67
12071	- Licensed Practical Nurse I	18.60
12072	- Licensed Practical Nurse II	20.82
12073	- Licensed Practical Nurse III	21.79

12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72

15030	- Air Crew Training Devices Instructor (Pilot)	50.66
15050	- Computer Based Training Specialist / Instructor	31.26
15060	- Educational Technologist	29.09
15070	- Flight Instructor (Pilot)	50.66
15080	- Graphic Artist	24.95
15090	- Technical Instructor	23.87
15095	- Technical Instructor/Course Developer	29.19
15110	- Test Proctor	19.04
15120	- Tutor	19.04
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.95
16030	- Counter Attendant	8.95
16040	- Dry Cleaner	12.21
16070	- Finisher, Flatwork, Machine	8.95
16090	- Presser, Hand	8.95
16110	- Presser, Machine, Drycleaning	8.95
16130	- Presser, Machine, Shirts	8.95
16160	- Presser, Machine, Wearing Apparel, Laundry	8.95
16190	- Sewing Machine Operator	12.30
16220	- Tailor	13.01
16250	- Washer, Machine	9.81
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	18.95
19040	- Tool And Die Maker	23.05
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	17.26
21030	- Material Coordinator	21.29
21040	- Material Expediter	21.29
21050	- Material Handling Laborer	12.65
21071	- Order Filler	13.21
21080	- Production Line Worker (Food Processing)	17.28
21110	- Shipping Packer	14.46
21130	- Shipping/Receiving Clerk	14.46
21140	- Store Worker I	10.44
21150	- Stock Clerk	14.35
21210	- Tools And Parts Attendant	17.26
21410	- Warehouse Specialist	17.26
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	25.68
23021	- Aircraft Mechanic I	24.46
23022	- Aircraft Mechanic II	25.68
23023	- Aircraft Mechanic III	26.97
23040	- Aircraft Mechanic Helper	16.61
23050	- Aircraft, Painter	23.42
23060	- Aircraft Servicer	18.71
23080	- Aircraft Worker	19.90
23110	- Appliance Mechanic	20.60
23120	- Bicycle Repairer	14.43
23125	- Cable Splicer	24.98
23130	- Carpenter, Maintenance	20.36
23140	- Carpet Layer	18.70
23160	- Electrician, Maintenance	25.37
23181	- Electronics Technician Maintenance I	22.08
23182	- Electronics Technician Maintenance II	23.44
23183	- Electronics Technician Maintenance III	24.70
23260	- Fabric Worker	17.90
23290	- Fire Alarm System Mechanic	21.46
23310	- Fire Extinguisher Repairer	16.50
23311	- Fuel Distribution System Mechanic	22.81
23312	- Fuel Distribution System Operator	19.38

23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	
<hr/>	
23.13	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51

27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54

31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/28/2007		2. CONTRACT NO. (if any)		6. SHIP TO: a. NAME OF CONSIGNEE ICE Office of Asset Management		
3. ORDER NO. HSCEOP-07-P-01688		4. REQUISITION/REFERENCE NO. OAM07TIC		b. STREET ADDRESS 425 I Street, NW Attn: Jeff Alexander		
5. ISSUING OFFICE (Address correspondence to) ICE/Info Tech Svcs/OCIO/Admin Ph Svc Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536				c. CITY Washington		e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR TRUHART SYSTEMS INTERNATIONAL LLC				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 8070 GEORGIA AVE SUITE 311				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY SILVER SPRING		e. STATE MD	f. ZIP CODE 209104934			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE Assistant Secretary		
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED						12. F.O.B. POINT Destination

13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple		16. DISCOUNT TERMS	
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: (b)(2)Low DUNS Number: 087231325 PROGRAM POC: MATT MODEN/JEFF ALEXANDER PHONE #: (b)(2)Low Period of Performance: 09/30/2007 to 03/30/2008 Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U.S. Dept. Of Homeland Security						\$119,000.00
b. STREET ADDRESS (or P.O. Box) Immigration and Customs Enforcement 425 I Street, NW c/o: Jeff Alexander or Matt Moden						\$119,000.00
c. CITY Washington		d. STATE DC	e. ZIP CODE 20536			17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Brooke Bernold TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER CONTRACT NO.

09/28/2007

ORDER NO.

HSCEOP-07-P-01688

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Program Manager Accounting Info: SEE ATTACHMENT A Funded: (b)(4)	1	EA	(b)(4)		
0002	Travel Expenses Accounting Info: SEE ATTACHMENT A Funded: (b)(4)	1	EA			
0003	Other Direct Cost Accounting Info: (b)(2)Low Funded: \$(b)(4)	1	EA			
<p>This is a Time and Materials Order.</p> <p>The following HSAR Clause is incorporated by reference:</p> <p>HSAR 3052.209-70, Prohibition On Contracts With Corporate Expatriates (Jun 2006)</p> <p>INVOICING AND PAYMENT PROCEDURE:</p> <p>The Contractor shall submit a proper invoice to the designated billing address as specified in block 21 of the order for certification of services/supplies rendered and accepted by the Government in order to make a timely payment. Erroneous or improper invoices shall be returned to the vendor within seven days of receipt in accordance with the Prompt Payment Act.</p> <p>Payment office address is: Department of Homeland Security Dallas Finance Center (DFC) P.O. Box 561588 Continued ...</p>						

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

3 3

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

DATE OF ORDER
09/28/2007

CONTRACT NO.

ORDER NO.

HSCEOP-07-P-01688

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Dallas, TX 75356-1588</p> <p>Please note: the Contractor shall not mail an invoice directly to the Dallas Finance Center. DFC will not accept any invoices without certifying products/services received and accepted and signing the original invoice by both the receiving officer and the Contracting Officer. The signed invoice shall be forwarded to the Contracting Officer/Contract Specialist for authorization of invoice payment.</p> <p>For inquiring payment status, the Contractor may call the DFC customer service at 214-915-6161, or by fax at 214-915-6262, between 7:30 a.m. and 4:30 p.m., Monday thru Friday CST. Email address is customerservice.dfc@dhs.gov</p> <p>For questions regarding this order: Contracting Officer: Brooke Bernold; Tel.#: (b)(2)Low DHS ICE Site Contact: Jeff Alexander, Tel.#: (b)(2)Low</p> <p>The total amount of award: \$119,000.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))