

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 08/05/2010	4 REQUISITION/PURCHASE REQ NO RUFO-10-00127	5 PROJECT NO (If applicable)
6 ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Bldg 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS	7 ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Bldg 410 Attn: Mr. Michael Jones Washington DC 20528	CODE DHS/OPO/DEPT.OPS
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ENERGETICS INCORPORATED 7067 COLUMBIA GATEWAY DRIVE SUITE 200 MD 210462979		(X) 9A AMENDMENT OF SOLICITATION NO	
CODE 0994001290000 FACILITY CODE		9B DATED (SEE ITEM 11)	
		X 10A MODIFICATION OF CONTRACT/ORDER NO HSHQDC-10-P-00126	
		10B DATED (SEE ITEM 13) 06/25/2010	

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: \$5,000.00
NONE010-000-CF-23-00-00-000-02-04-0200-00-00-00-00-GE-0E-25-37-000000

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)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a) Bilateral Modification
	D OTHER (Specify type of modification and authority)

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: 099400129+0000

The purpose of this Modification is as follows:

- 1) Add Line Items (CLIN) for travel. New CLINs are 0013, 0014 and 0015.
- 2) Fund base year travel CLIN 0013 in the amount of \$5,000.00 Purchase Order.

All other terms and conditions remain unchanged.

This Modification increases the total obligated amount of this Purchase Order from \$239,552.00 by \$5,000.00 to \$244,552.00.

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) Michael E. Jones
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C DATE SIGNED

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NAME OF OFFEROR OR CONTRACTOR
ENERGETICS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0013	<p>The following are the points of contact for this Purchase Order:</p> <p>The Contracting Officer Technical Representative is Melissa Evans at (b)(2) (b)(6).</p> <p>The POC for contractual questions is Michael Jones, Contracting Officer at (b)(2) (b)(6).</p> <p>PLEASE SUBMIT INVOICES TO THE FOLLOWING:</p> <p>Original - to the address provided in block 18a or may submit invoice in PDF format to email address: OFC-invoice@dhs.gov.</p> <p>One copy to the Contracting Officer and Contracting Officer Technical Representative in Blocks 7 and 14b as shown in this Purchase Order.</p> <p>DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security Office of Chief Financial Officer 245 Murray Lane Bldg 410 Attn: Ms. Melissa evans Washington DC 20528-7000</p> <p>Mark For: Department of Homeland Security Office of Chief Financial Officer 245 Murray Lane Bldg. 410 Attn: Ms. Melissa Evans Washington DC 20528</p> <p>FOB: Destination Period of Performance: 06/28/2010 to 06/27/2013</p> <p>Add Item 0013 as follows:</p> <p>Other Direct Costs (Travel): \$5,000.00 Continued ...</p>				5,000.00

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NAME OF OFFEROR OR CONTRACTOR
ENERGETICS INCORPORATED

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0014	This is a not to exceed amount. Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Period of Performance: 08/05/2010 to 06/27/2011 Add Item 0014 as follows: Other Direct Costs (Travel): \$5,000.00				0.00
0015	This is a not to exceed amount. Amount: \$5,000.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Period of Performance: 06/28/2011 to 06/27/2012 Add Item 0015 as follows: Other Direct Costs (Travel): \$5,000.00				0.00
	This is a not to exceed amount. Amount: \$5,000.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Period of Performance: 06/28/2012 to 06/27/2013				

2 CONTRACT NO. _____ 3 AWARD/EFFECTIVE DATE _____ 4 ORDER NUMBER: HSHQDC-10-P-00126
 5 SOLICITATION NUMBER _____ 6 SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL: **Michael Jones**
 a NAME: Michael Jones b TELEPHONE NUMBER (No collect calls): 202 (b)(2) (b)(6)
 8 OFFER DUE DATE/LOCAL TIME _____

9. ISSUED BY: U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Dept. Operations Acquisition Div.
 245 Murray Lane, SW
 Building 410
 Washington DC 20528
 CODE: DHS/OPO/DEPT.
 10 THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 NAICS: 541611 HUBZONE SMALL BUSINESS Sole Source
 SIZE STANDARD: \$7.0 M SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS B(A)

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12 DISCOUNT TERMS: Net 30
 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b RATING _____
 14 METHOD OF SOLICITATION: RFQ IFB RFP

15 DELIVER TO: Multiple Destinations
 CODE: _____
 16 ADMINISTERED BY: U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Dept. Operations Acquisition Div.
 245 Murray Lane, SW Bldg 410
 Attn: Mr. Michael Jones
 Washington DC 20528
 CODE: DHS/OPO/DEPT. OPS

17a CONTRACTOR/OFFEROR: ENERGETICS INCORPORATED
 7067 COLUMBIA GATEWAY DRIVE
 SUITE 200
 MD 210462979
 CODE: 0994001290000 FACILITY CODE: _____
 18a PAYMENT WILL BE MADE BY: opsdirect-invoices.dfc@dhs.gov
 ATTN: OPS Invoices
 DHS/ICE/Dallas Finance Center
 1460 Prudential DR
 Dallas TX 75235-4110
 CODE: CFO/DOB

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

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	DUNS Number: 099400129+0000 This Purchase Order is being established for the purpose of the Contractor to provide program management support services to the Department of Homeland Security (DHS) Office of the Chief Financial Officer for reinforcing processes that shall enhance the Department's ability to report complete and reliable data for Government Performance and results Act (GPR) purposes, including the Secretary's assertion over the completeness and reliability of performance (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA: See schedule
 26 TOTAL AWARD AMOUNT (For Govt. Use Only): \$239,552.00

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED
 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED

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

30a SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b NAME AND TITLE OF SIGNER (Type or print): _____ 30c DATE SIGNED: _____
 31b NAME OF CONTRACTING OFFICER (Type or print): Michael E. Jones
 31c DATE SIGNED: _____

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>information, as well as ensure the validity of other Departmental measures used for internal use.</p> <p>Terms and Conditions including the Statement of Work required deliverables are included herein as pages 4-21.</p> <p>Period of Performance is 6/28/10 thru 6/27/11 with two (2) one year options.</p> <p>This is a Firm Fixed Price Requirement.</p> <p>The following are the points of contact for this Purchase Order:</p> <p>The Contracting Officer Technical Representative is Melissa Evans at (b)(2)(b)(6).</p> <p>The POC for contractual questions is Michael Jones, Contracting Officer at (b)(2)(b)(6).</p> <p>PLEASE SUBMIT INVOICES TO THE FOLLOWING:</p> <p>Original - to the address provided in block 18a or may submit invoice in PDF format to email address: OFO-invoice@dhs.gov.</p> <p>One copy to the Contracting Officer and Continued ...</p>				

32a QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33 SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37 CHECK NUMBER
---	-------------------	--------------------------------	---	-----------------

38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY
-----------------------	-----------------------	------------

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a RECEIVED BY (Print)
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c DATE
	42b RECEIVED AT (Location)
	42c DATE REC'D (YY/MM/DD)
	42d TOTAL CONTAINERS

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NAME OF OFFEROR OR CONTRACTOR
ENERGETICS INCORPORATED

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contracting Officer Technical Representative in Blocks 16 and 20b as shown in this Purchase Order.</p> <p>DO/DPAS Rating: NONE Mark For: Department of Homeland Security Office of Chief Financial Officer Program Analysis and Evaluation 245 Murray Lane, Bldg. 410 Attn: Ms. Melissa Evans Washington DC 20528</p> <p>Accounting Info: NONE010-000-CF-23-00-00-000-02-04-0200-00-00-00-00-00-GE-OE-25-37-000000 Period of Performance: 06/28/2010 to 06/27/2013</p>				
0001	<p>Base Year: Performance Measure Completeness and Reliability Handbook</p> <p>POP: June 28, 2010 - June 27, 2011</p> <p>Quantity: 1 each @ \$30,427.00 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Delivery: 06/27/2011 Delivery Location Code: DHS U.S. Dept. of Homeland Security Office of Chief Financial Officer Program Analysis and Evaluation 245 Murray Lane Bldg 410 Attn: Ms. Melissa Evans Washington DC 20528-7000 Amount: \$30,427.00 Period of Performance: 06/28/2010 to 06/27/2011</p>				30,427.00
0002	<p>Base Year: Performance Measure Completeness and Reliability Assessment Report</p> <p>Continued ...</p>				133,129.00

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	POP: June 28, 2010 - June 27, 2011 Quantity: 10 each @ 13,312.90 Delivery: 06/27/2011 Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Amount: \$133,129.00 Period of Performance: 06/28/2010 to 06/27/2011 Base Year: Performance Measure Remedial Action Review Report POP: June 28, 2010 - June 27, 2011 Quantity: 10 each @ 6,013.60 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Delivery: 06/27/2011 Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Amount: \$60,136.00 Period of Performance: 06/28/2010 to 06/27/2011				60,136.00
0004	Base Year: Summary Presentations of: 1) 10 Assessments 2) Remedial Action Reviews POP: June 28, 2010 - June 27, 2011 Quantity: 2 each @ 2,500.00 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Delivery: 06/27/2011 Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security Continued ...				15,860.00

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NAME OF OFFEROR OR CONTRACTOR

ENERGETICS INCORPORATED

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	245 Murray Lane Building 410 Washington DC 20528-7000 Amount: \$15,860.00 Period of Performance: 06/28/2010 to 06/27/2011	1	EA	31,643.00	0.00
0006	Option Year 1: Performance Measure Completeness and Reliability Handbook Amount: \$31,643.00 (Option Line Item) Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Period of Performance: 06/28/2011 to 06/27/2012	10	EA	13,437.60	0.00
0007	Option Year 1: Performance Measure Completeness and Reliability Assessment Report Amount: \$134,376.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Period of Performance: 06/28/2011 to 06/27/2012	10	EA	6,035.20	0.00
	Option Year 1. Performance Measure Remedial Action Review Report Amount: \$60,352.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Period of Performance: 06/28/2011 to 06/27/2012 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ENERGETICS INCORPORATED

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	Option Year 1: Summary Presentations of: 1) 10 Assessments 2) Remedial Action Reviews Amount: \$16,494.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Period of Performance: 06/28/2011 to 06/27/2012	2	EA	8,247.00	0.00
0009	Option Year 2: Performance Measure Completeness and Reliability Handbook Amount: \$32,908.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Period of Performance: 06/28/2012 to 06/27/2013	1	EA	32,908.00	0.00
0010	Option Year 2: Performance Measure Completeness Amount: \$136,076.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Period of Performance: 06/28/2012 to 06/27/2013	10	EA	13,607.60	0.00
0011	Option Year 2: Performance Measure Remedial Action Review Report Continued ...	10	EA	6,067.70	0.00

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NAME OF OFFEROR OR CONTRACTOR

ENERGETICS INCORPORATED

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$60,677.00 (Option Line Item)				
	Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Period of Performance: 06/28/2012 to 06/27/2013				
0012	Option Year 2: Summary Presentations of: 1) 10 Assessments 2) Remedial Action Reviews Amount: \$17,153.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Delivery Location Code: DHS G&T U.S. Dept. of Homeland Security 245 Murray Lane Building 410 Washington DC 20528-7000 Period of Performance: 06/28/2012 to 06/27/2013 The total amount of award: \$729,231.00. The obligation for this award is shown in box 26.	2	EA	8,576.50	0.00

SECTION II

STATEMENT OF WORK

1.0 BACKGROUND

The Office of Program Analysis and Evaluation (PA&E) is responsible for leading the collection, analysis, and reporting of performance measurement information for Department of Homeland Security (DHS) mission-oriented programs. This information must meet the yearly requirements of the Government Performance and Results Act (GPRA) and OMB Circular's A-11 and A-136. GPRA requires that Agencies' publicly reported performance measure information must be reviewed to ensure accurate data collection and reporting. OMB Circulars further stipulate that the Secretary of DHS must assert that all the performance measure information is complete and reliable when issuing Performance and Accountability related reports.

During FY 2009, DHS completed a pilot project to develop and implement a methodology to assess the completeness and reliability of a small subset of its GPRA performance measures as part of a two-pronged approach to establish an internal controls process over performance information. For the purposes of this scope of work, the assessment process will be updated to include the findings of the pilot and then implemented on a larger sample of Departmental measures to include a review of remedial action implementation.

2.0 OBJECTIVE

The objective of this initiative is to reinforce processes that enhance DHS' ability to report complete and reliable data for GPRA purposes, including the Secretary's assertion over the completeness and reliability of performance information, as well as ensure the validity of other Departmental measures used for internal use. The tasking for this initiative is as follows: (1) update the performance measure completeness and reliability assessment methodology; (2) conduct independent assessment of the completeness and reliability of a sample of (10) DHS performance measures and summarize this information in individual measure reports; (3) conduct remedial action reviews of previously assessed measures to determine whether findings and recommendations have been addressed and completeness and reliability has improved; and (4) provide summary presentations of individual assessments and remedial actions to include lessons learned for the continual improvement of the quality of the assessment process and the Department's internal controls over performance measure information.

3.0 DESCRIPTION OF WORK

3.1 Scope of Work

The scope of work under this task order is to update the Department's existing assessment methodology, assess the methods used to collect, process, maintain, and report data, and the validity of reported results of a representative sample of ten performance measures. The contractor shall produce a report for each individual measure assessed, documenting their findings and recommendations. Subsequent to the completion of the individual measure reports, a summary report shall be submitted on the completeness and reliability of the Department's

performance measure information. The contractor shall conduct a remedial action review of completed actions of findings and recommendations on reviewed measures.

The contractor shall work with the Department to develop a sample set of measures (GPRA and/or internal management) to assess. All assessments for a given fiscal year must be completed by August 30th. Each option year's measure set shall correspond to the subsequent Fiscal Year's GPRA measure set and current Future Years Homeland Security Program (FYHSP) system data. The contractor will be provided with an updated set of GPRA measures at the beginning of each new Federal fiscal year. GPRA measures are published annually in the DHS Annual Performance Report (APR), and may be viewed at the DHS public web site at: http://www.dhs.gov/xabout/budget/editorial_0430.shtm.

Measures listed as "retired" in the Annual Performance Report, and subsequent Annual Performance Reports, or FYHSP system will be excluded from the scope of work and are not subject to review. Classified measures and/or other sensitive measure information will also be exempt from the assessment process. In addition, the Department collects and stores non-publicly (non-GPRA) measures for internal use in its FYHSP system. At the direction of the COTR, internal management measures may be included in the sample set.

For the purposes of estimating level of effort on this contract, it is estimated that Task 1 will comprise approximately 10% of the level of effort; Task 2 will comprise approximately 60% of the level of effort; Task 3 will comprise approximately 25% of the level of effort; and Task 4 will comprise approximately 5% of the level of effort.

3.2 Requirements

Task 1: Performance Measure Completeness and Reliability Handbook Update

The objective of Task 1 is for the Contractor to deliver an updated DHS Performance Measure Completeness and Reliability Handbook in electronic and bound copies that shall serve as the foundation for implementing an Agency-wide independent process of review of its performance measure data. This methodology shall include the findings and lessons learned from the pilot project.

This methodology shall be presented to the Government for review and approval prior to implementation. The methodology shall include, at a minimum, the goals of the effort, the methodology to be used, evaluation criteria and rating methods, and a proposed sampling plan for selecting those measures to under the review each year. The methodology shall be tailored to the work within the existing performance management framework in DHS, and the current processes, procedures, and systems used to establish, implement, analyze, and report on performance measures.

The performance standard for Task 1 shall be the on-time delivery of the Handbook within the specified timeframes.

Acceptable quality level: 100% of the methodology guidebook deliverables are delivered on time inclusive of all elements at expected levels of quality

Task 2: Performance Measure Completeness and Reliability Assessment

The objective of Task 2 is for the Contractor to conduct performance measure completeness and reliability assessments on a sample of GPRA and/or other management measures as agreed upon

by the Government utilizing the approved methodology. The contractor shall summarize its processes, findings, and recommendations for improvement of the reviewed measures in individual reports by measure reviewed delivered to the Government in electronic and hard copy, to PA&E and other parties designated by the Government. The contractor shall also provide additional presentations to program personnel and interested parties on the results as requested by the Government. In order to provide meaningful and timely information regarding the reliability of the performance information for the Component Head and Secretary's Assurance Statement, all Reports for the fiscal year must be finalized by August 30th.

The data collection process may require travel to the field to meet with program personnel in order to review processes and procedures against published and documented methods. However, it is anticipated that the majority of data collection will be conducted at DHS and Component headquarters locations in the greater metropolitan Washington, D.C. area. Since the majority of the data collection process for this effort will require repeated, face-to-face meetings with program performance experts, the contractor must be located in the metropolitan DC area so as to minimize travel costs and deliver the most cost effective solution for the Government. Travel reimbursement will not be made within the metropolitan area or without prior approval of the COTR.

The performance standard for Task 2 shall be the number of satisfactory individual Measure Assessment Reports delivered within the specified timeframes that meet quality elements

Acceptable quality level: 100% of final Measure Assessment Reports delivered by August 30th inclusive of all elements.

Task 3: Post-Assessment Remedial Action Reviews

The objective of Task 3 is for the contractor to conduct post-assessment reviews on the implementation of recommended actions from previous assessment efforts to improve the completeness and reliability of performance information, and deliver reports on its findings in electronic and hard copy, to PA&E and other parties designated by the Government. The contractor shall also provide additional presentations to program personnel and interested parties on the results as requested by the Government.

The performance standard for Task 3 shall be the number of satisfactory remedial action reports delivered within the specified timeframes.

Acceptable quality level: 100% of remedial action reports delivered on time inclusive of all elements

Task 4: Summary Presentations of Assessment and Remedial Action Reports

The objective of Task 4 is for the contractor to deliver (2) separate presentations on the aggregate findings from both the individual measure completeness and reliability assessments and the remedial action reviews. The presentations should include lessons learned and recommendations for improvement.

The performance standard for Task 4 shall be the number of satisfactory summary presentations delivered within the agreed upon delivery dates

Acceptable quality level: 100% of summary presentations delivered on time inclusive of all elements offices in Washington, DC.

4. Period of Performance

The period of performance for this purchase order is for a Base Period of Twelve Months beginning June 9, 2010 through June 8, 2011 with Two (2) Twelve Month Option Periods. The Contractor shall complete all deliverables on the contract as identified in Section 5.

5. Contract Deliverable Requirements

The following deliverables shall be provided to the under this purchase order:

DELIVERABLE	DESCRIPTION	DUE DATE
1	Monthly Status Reports	5 th day of the month following the previous month being reported
2	Project Plan	14 Days after Award
3	Draft Completeness and Reliability Handbook	Per the agreed-upon schedule in the project plan
4	Final Completeness and Reliability Handbook	Per the agreed-upon schedule in the project plan
5	Draft Measure Assessment Report(s) and Presentation	Per the agreed-upon schedule in the project plan
6	Final Assessment Report(s) and Presentation (2 copies)	August 30 th
7	Presentations on Individual Measure Assessment	Per the direction of the COTR
8	Summary presentation of all assessment reports	Per the agreed-upon schedule in the project plan
9	Completed Remedial Action Report(s) (2 copies)	Per the agreed-upon schedule in the project plan
10	Summary presentation of all remedial action reports	Per the agreed-upon schedule in the project plan

The monthly status report shall identify the work in progress such as the number of actions completed or processed and a projection of work to be started and completed in the following month along with a price report showing the incurred expenses for that month. All applicable deliverables must be submitted to the Contracting Officer's Technical Representative (COTR) in the format and by the due dates noted above. All reports submitted in electronic format must contain read/write capability using applications that are compatible with the DHS workstations. High quality deliverables should be clear, concise, accurate, well-structured, and easily comprehended. Deliverables will be deemed acceptable if they adequately cover all required topics; are professionally prepared in terms of format, clarity and readability; and are delivered to the designated delivery location. The Contractor shall deliver the correct number of copies and required electronic submissions. The Government will review all deliverables and either accept the product and/or provide comments and other direction for rework of the deliverable.

6. Contractor Furnished Items

The Contractor shall be required to provide all necessary equipment and office space to accomplish the tasks identified within the Statement of Work. Unless otherwise indicated, DHS/PA&E chooses to avail the contractor with these facilities and equipments.

SECTION III CLAUSES

52.212-4 Contract Terms and Conditions—Commercial Items (MAR 2009)

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

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

(i) *Payment*.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest*.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items (Apr 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- ___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- ___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- ___ X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(j)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (30) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

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

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

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

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

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

Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

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

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

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

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

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

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the period of performance start date provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.227-14 RIGHTS IN DATA - GENERAL (DEC 2007) (ALT IV)

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402.

and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consult such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
- (3) If data has been marked with an incorrect notice, the Contracting Officer may—
- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
 - (ii) Correct any incorrect notices.
- (g) **Protection of limited rights data and restricted computer software.**
- (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
- (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
- (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
- (3) [Reserved]
- (h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
- (i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

3052.242-71 Dissemination of Contract Information (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

3052.242-72 Contracting Officer's Technical Representative (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.