

2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-07-C-00100 3. EFFECTIVE DATE 09/27/2007 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RPCM-07-00006

5. ISSUED BY CODE DHS/OPO/PREP/PREP 6. ADMINISTERED BY (If other than Item 5) CODE DHS/OPC/PREP
 U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Preparedness Branch
 245 Murray Lane, SW
 Building 410
 Washington DC 20528
 U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Prep. & Intel. Acquisition Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code)
 SPRY METHODS INC
 1555 WILSON BLVD
 SUITE 320
 ROSSLYN VA 22092405
 8. DELIVERY FOB ORIGIN OTHER (See below)
 9. DISCOUNT FOR PROMPT PAYMENT
 Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12

CODE 1351742530000 FACILITY CODE

11. SHIP TO/MARK FOR CODE DHS 12. PAYMENT WILL BE MADE BY CODE
 Department of Homeland Security
 245 Murray Lane
 Bldg. 410
 Washington DC 20528
 Department of Homeland Security
 Office of Health Affairs
 Burlington Finance Center
 P.O. Box 1000
 Invoice.Consolidation@dhs.gov
 Williston VT 05495

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c) 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$256,638.20

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	1,8
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	9	X	J	LIST OF ATTACHMENTS	3
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	1	L	INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	1	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	2				

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise above and on any continuation sheets for the consideration stated herein. The rights obligations of the parties to this contract shall be subject to and governed by the documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HSHQDC-07-R-00120 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Co-President & CEO
 19B. NAME OF CONTRACTOR
 19C. DATE SIGNED 9/26/07
 20A. NAME OF CONTRACTING OFFICER Christopher Wallis
 20B. UNITED STATES OF AMERICA
 20C. DATE SIGNED 9/27/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

SPRY METHODS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: (b)(4) DUNS Number: 135174253+0000 The following contract is to provide financial management support services in support of the Department of Homeland Security (DHS) Office of Health Affairs (OHA) in accordance with section C, Statement of Work (SOW). This is a time and materials contract with a cost reimbursable component for ODCs and travel. FOB: Destination Period of Performance: 09/26/2007 to 09/25/2008				
0001	Labor - Financial Management Support Services (FMSS) - Base Period in accordance to Section C, Statement of Work (SOW). Obligated Amount: \$251,638.20 Product/Service Code: R710 Accounting Info: OASOTHR 000 HA 1201-00-000-00 05-00-0000-00-00-00-00 GEOE 2576 Funded: \$251,638.20	(b)(4)		(b)(4)	251,638.20
0002	Additional Support - Financial Support Management Services (FMSS) - Base Period (Optional Line Item) Amount: \$251,638.20 (Option Line Item) 11/26/2007 Accounting Info: NONE000 000 SA 1010-02-000-00 01-04-0000-00-00-00-00 GEOE 2576 Funded: \$0.00	(b)(4)		(b)(4)	0.00
0003	Other Direct Costs (ODCs)/Travel - Base Period (N-T-E \$5000) Obligated Amount: \$5,000.00 Accounting Info: OASOTHR 000 HA 1201-00-000-00 05-00-0000-00-00-00-00 GEOE 2576 Funded: \$5,000.00				5,000.00
0004	Labor - Financial Management Support Services (FMSS) - Option Period 1 Amount: \$260,449.20 (Option Line Item) 09/26/2008 Product/Service Code: R710 Continued ...	(b)(4)		(b)(4)	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 SPRY METHODS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: NONE000 000 SA 1010-02-000-00 01-04-0000-00-00-00-00 GEOE 2576 Funded: \$0.00				
0005	Additional Support - Financial Support Management Services (FMSS) - Option Period I (Optional Line Item) Amount: \$260,449.20 (Option Line Item) 09/26/2008 Accounting Info: NONE000 000 SA 1010-02-000-00 01-04-0000-00-00-00-00 GEOE 2576 Funded: \$0.00	(b) (4)		(b) (4)	0.00
0006	Other Direct Costs (ODCs)/Travel - Option Period I (N-T-E \$5,000.00) Amount: \$5,000.00 (Option Line Item) 09/26/2008 Accounting Info: NONE000 000 SA 1010-02-000-00 01-04-0000-00-00-00-00 GEOE 2576 Funded: \$0.00				0.00
0007	Labor - Financial Management Support Services (FMSS) - Option Period II Amount: \$269,557.20 (Option Line Item) 09/26/2009 Product/Service Code: R710 Accounting Info: NONE000 000 SA 1010-02-000-00 01-04-0000-00-00-00-00 GEOE 2576 Funded: \$0.00	(b) (4)		(b) (4)	0.00
0008	Additional Support - Financial Management support Services (FMSS) - Option Period II Amount: \$269,557.20 (Option Line Item) 09/26/2009 Product/Service Code: r799 Accounting Info: NONE000 000 SA 1010-02-000-00 01-04-0000-00-00-00-00 GEOE 2576 Funded: \$0.00	(b) (4)		(b) (4)	0.00
0009	Other Direct Costs (ODCs)/Travel - Option Period Continued ... Accounting Info: NONE000 000 SA 1010-02-000-00 01-04-0000-00-00-00-00 GEOE 2576 Funded: \$0.00				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
SPRY METHODS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	II (N-T-E \$5,000.00) Amount: \$5,000.00 (Option Line Item) 09/26/2009 Product/Service Code: R710 Accounting Info: NONE000 000 SA 1010-02-000-00 01-04-0000-00-00-00-00 GEOE 2576 Funded: \$0.00 The total amount of award: \$1,578,289.20. The obligation for this award is shown in box 15G.				

**SECTION C – STATEMENT OF WORK
HSHQDC-07-C-00100**

**STATEMENT OF WORK
Office of Health Affairs
Financial Management Support Services**

1.0 Requiring Organization

Department of Homeland Security
Office of Health Affairs
1120 Vermont Ave.
Washington, DC.

2.0 Background

The newly established Office of Health Affairs (OHA) is the Department of Homeland Security's (DHS) principal authority for all medical and public health matters. OHA was formerly called the Office of the Chief Medical Officer. Working across all levels of government, and with the private sector, the OHA leads the Department's role in developing, supporting, measuring and refining a scientifically rigorous, intelligence-based medical and bio defense architecture that ensures the public health and medical security of our nation. The OHA serves as the principal medical advisor for DHS by providing real-time, incident-specific management guidance for the medical consequences of disasters. Additionally, the OHA leads the Department's bio defense activities; works with partner agencies to ensure medical readiness for catastrophic incidents; and supports the DHS mission through department-wide standards and best practices for the occupational health and safety of its employees.

As a new office within DHS, OHA is working diligently to establish its business support functions. More specifically, the office requires services to manage day to day financial execution operations and perform its duties. Currently these services are not available within OHA and as a result, critical mission objectives can not be achieved.

3.0 Scope

The purpose of this requirement is to provide the necessary level of professional and technical support services in the fields of Public Administration and Financial Management Systems. The contractor shall be required to provide services in the areas of: (1) financial management systems analysis (2) financial accountability to include the development, input, and tracking of General Ledger accounting data; and optionally, and (3) budget formulation support, including but not limited to: development of out-year budget forecasts, as necessary to all programs/offices within the OHA. These services are necessary to stand up the budgetary execution activities of the OHA.

**SECTION C – STATEMENT OF WORK
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4.0 Specific Tasks

4.1 Task Order Management. The contractor shall determine the project organization, coordination, management oversight, and plan to accomplish the work. The contractor shall provide three (3) copies of the following reports to the Contracting Officer's Technical Representative (COTR).

4.1.1 Monthly Status/Monthly Price Report that will include: (a) Burn Rate by Sub-Task with corresponding roll-up to major Task component; and (b) Synopsis of major Accomplishments/Deliverables/Reports/Milestones Achieved and Recommendations Submitted by Sub-Task. This report must be submitted with monthly invoice.

4.1.2 Quarterly Program Review meeting that will, as required, include: (a) Contractor Performance Standards and Issues; (b) Turn-over Rates; and (c) Management and Oversight Issues. Report to be issued quarterly.

4.2 OHA Support

4.2.1 OHA Financial Management and Execution

The contractor shall provide professional staffing capable of assisting with the implementation of a financial management system, performing standard accounting tasks including maintain ledgers, confirm balances, manually post financial records and prepare and type financial reports. Work is generally performed within strict accounting principles and guidelines; however, incumbents interpret and evaluate expenditures and income classifications. These positions work with specialized funds such as grant funds, enterprise funds or fixed assets funds. The work requires knowledge of specialized accounting procedures and guidelines, and analytical skills sufficient to perform difficult fiscal record keeping. Positions work closely with all OHA organizational elements and other staff members, answering questions and dealing with sensitive financial issues. The contractor shall:

4.2.1.1 Support the full range of day-to-day financial management and execution activities using the OHA's primary financial management system. This system records the allocation, commitment, obligation, and expenditure of funds for OHA. The details of the financial systems will be determined at a later date.

4.2.1.2 Provide support in evaluating/recommending improvements in internal control processes, invoice processing support, and various reports and analyses as required.

4.2.1.3 Assist the OHA with implementing a financial management system. Support shall include, but is not limited to, identifying specific financial requirements that are aligned to OHA's mission, and assisting with the development of a concept of operations utilizing the identified financial requirements.

SECTION C – STATEMENT OF WORK
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4.2.1.4 Validate all OHA Program Element (PE) allocations and ensure they are loaded in the primary financial system to the proper accounts utilizing the appropriate account classification code structures, for the applicable fiscal year;

4.2.1.5 Ensure the proper recording of all financial execution documents in the primary financial system. Documents that are included in the commitment, obligation, and expenditure categories include but are not limited to: Procurement Requests, Purchase Orders/Contracts and their corresponding Invoices, Interagency Agreements, Government Purchase Card Transactions, Travel Authorizations and Claims, Local Travel Claims, etc;

4.2.1.6 Ensure the proper procedures have been followed prior to submitting invoices to the financial service provider. The details of the final financial service provide, for OHA, will be determined at a later date; these procedures include obtaining and validating appropriate signatures from the Contracting Officers Representative, the Contracting Officer, and the appropriate Account Certification Officer as required prior to recording and submission of the invoice for payment. Provide customer service points of contact to interface with commercial vendors, other federal agencies, and employees regarding status of payments and/or reimbursements;

4.2.1.7 Provide Monthly and Quarterly Status of Funds reports in addition to Ad Hoc Reports at the Program Area and Funding Organization levels and other financial reports such as Contract Obligation and Expenditure Reports, Inter-Governmental Payment and Collections (IPAC) Reports, etc. as requested for OHA elements;

4.2.1.8 Validate and reconcile OHA financial records in the financial system and local files through close-out of prior and current year commitment, obligations, and expenditures to ensure the financial integrity of all applicable OHA funds ledgers. Provide periodic trial balances to ensure funds are being obligated/expended in accordance with the Quarterly Allocation Plans and that un-utilized commitments are identified and subsequently de-committed on a timely basis to allow maximum utilization of all available funds and/or prevent a deficient position;

4.2.1.9 Analyze prior year and current year shared service costs and recommended appropriate distribution of those costs across all OHA program elements/organizational levels for future year budgets;

4.2.1.10 Provide support to extract prior year budget execution information to assist in the preparation of Future Year Budget Requests;

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4.2.1.11 Prepare/present budget briefings to internal senior leadership and external organizations (e.g., OMB) as required;

4.2.1.12 Review internal control procedures and recommend/assist in the development of appropriate controls necessary to prevent waste, fraud, and abuse;

5. Additional Support (Optional Line Item)

The government anticipates additional support for financial management services during end-of-fiscal year and transition activities. When operational conditions require additional staffing, the contractor shall provide support, at the same hourly labor rates as specified under normal conditions, as specified by the government. The contractor shall provide seasoned, knowledgeable personnel with the necessary security clearances in hand to augment government staff in order to provide all necessary support to the OHA as addressed in Task 4.2. The government will define the work to be performed, working hours, and duration of assignment. The estimated level of effort for this surge support is not to exceed 1980 hours for each period of performance.

6. Transition Management

The contractor shall develop, document and monitor the execution of a transition plan that may be used to transition tasks and materials to a new contractor, or to the Government, in the event of a follow-on contract. The plan will incorporate an inventory of all services and materials developed that will be required to fully perform the services provided under this contract. The plan will include a schedule of briefings, including dates and times and resources allotted, that will be required to fully transition all materials developed to the follow-on contractor, and will provide the names of individuals that will be responsible for fully briefing their follow-on counterparts. The plan is to ensure that the follow-on contractor, or the Government, will be provided with sufficient information and be fully briefed at least 30 days before the current expiration date of the contract, to provide adequate time for the new contractor to have their personnel completely familiar with the requirements and in place on the turnover date. The contractor shall plan for a 30 day transition period. The plan shall provide the contact information for contractor individuals who will be assigned to the transition team and identify their roles in transition.

The contractor shall participate in transition meetings with the program manager and project staff, and representatives of the successor contractor. The purpose of these meetings is to review project materials and take preparatory steps to ensure an effective transition in contractor support.

**SECTION C – STATEMENT OF WORK
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The transition plan is due to the Government 120 days prior to the expiration date of the contract.

7. Deliverable Information

The contractor shall ensure the accuracy, functionality, completeness, professional quality, and overall compliance with government guidelines/requirements of the deliverables. Written documents shall be concise and clearly written.

DELIVERABLE TITLE	FREQUENCY	# OF COPIES or Deliverable	RECEIVING PARTY(s)
4.1.1 Monthly Status/Price Reports	Monthly	1 electronic copy in MS Office & 1 hard copy	COTR/CO
4.1.2 Quarterly Program Reviews	Quarterly	1 electronic copy in MS Office & 1 hard copy	COTR/CO
4.2.1.3 Financial management system requirements reports/documents	By the 15th day of each month	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.4 Validation of Allocation and PE Status	Weekly/Monthly Updates	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.7 Obligation Reports	By the 15th day of each month	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.7 Budget Execution Reports	By the 15th day of each month	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.7 Quarterly Status of Funds Reports	Quarterly	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.8 Trial Balance Reports	Quarterly	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.9 Shared Service Cost Reports	Quarterly	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.10 Future Year Budget Request Preparation Reports	Weekly/Monthly Updates	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.11 Budget Briefing Reports	Weekly/Monthly Updates	1 electronic copy in MS Office & 1 hard copy	COTR
4.2.1.12 Internal Control Procedure Reports	Weekly/Monthly Updates	1 electronic copy in MS Office & 1 hard copy	COTR
6. Transition Plan	60 days prior to the expiration date of the contract	1 electronic copy in MS Office & 1 hard copy	COTR

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8. Period of Performance

The contract will be for a 12-month base period and two 12-month option periods.

9. Place of Performance

The contractor shall perform work for this effort at DHS offices located in the greater Washington DC metropolitan area, or any facility that may be identified by the government which will provide for continuity of operations.

10. Travel

10.1 The Contractor may be required to travel in support of this requirement. If travel is required, this travel will be to support participation in meetings, conferences, and planning activities. In accordance with the terms of the contract, travel shall be reimbursed to the extent allowable pursuant to the Federal Travel Regulations (FTR) – prescribed by the General Services Administration.

10.2 All travel will require formal written approval from the COTR. Travel not receiving advanced written approval, by the designated COTR will not be reimbursed by the government. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the service(s). Travel shall be scheduled during normal duty hours whenever possible. Airfare shall be reimbursed for actual common carrier fares, which are obtained by the most reasonable and economical means. When required, the most dependable means of ground transportation (i.e., taxi, bus, train, car rental) shall be used.

10.3 Local travel will not be reimbursed within a 50-mile radius of the worksite. As the contractor may locate personnel outside the Washington D.C. metropolitan area, for purposes of local travel only, the worksite shall be considered the Washington D.C. Metropolitan area, or the location of the contractor's personnel, whichever is within the 50-mile radius.

11.0 OTHER DIRECT COSTS (ODCs)

11.1 ODCs may include, but are not limited to, training material, software, copying, faxing, phone usage, etc.

11.2 ODCs will be reimbursed for direct costs as provided in SOW. To be reimbursed, invoices, including ODCs must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. DHS reserves the right to request evidence of any ODCs requesting reimbursement. To assure timely reimbursement of ODCs, the contractor is strongly encouraged to submit charges within 45 days of the expense.

12.0 PROCEDURES FOR PAYMENT

12.1 Separate invoices will be submitted on a monthly basis.

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12.2 Invoices shall be paid in accordance with the Prompt payment Act, thirty (30) calendar following receipt of a proper invoice.

12.3 Invoices must be submitted to the COTR and CO, simultaneously, and may be Submitted, electronically, via email or fax to DHS, CPO, OPO, NPPD at **202/447-5725**. The COTR will be identified at time of award. A copy should also be forwarded, simultaneously, to the DHS, CFO, DOB, Finance Office, address same as above, Room 3011. If it is determined that the amount billed is incorrect the invoice may be revised by the Government, or the Contractor may be required to submit a revised invoice.

12.4 To constitute a proper invoice, each invoice must include the following information and/or documentation:

- (i) Name, address and telephone of the Contractor
- (ii) Date of invoice and invoice number
- (iii) Contract number; also modification number, if applicable; and contract number and its modification, if applicable
- (iv) Description of the supplies/services rendered (including hours incurred and billing rate, if applicable to the contract)
- (v) A schedule depicting the following information by order:

Amt. Invoiced Cumulative	Authorized	Balance
<u>This Period</u>	<u>Amt. Invoiced</u>	<u>Value of Contract of Contract</u>

- (vi) Name of Contracting Officer's Technical Representative (COTR);
- (vii) Travel and ODCs (legible receipts)
- (viii) Signature of authorized representative of the firm with the following invoice certification:

“The undersigned hereby certifies to the best of my knowledge and belief that the sum claimed under this contract is proper and due, and all the costs of services performed have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this contract.”

BY: _____
TITLE: _____
DATE: _____

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12.5 **Contract Funding Status.** The contractor should immediately notify the CO (with a copy to the COTR), in writing, when billing under the contract has reached 85% of the contract not-to-exceed (NTE) amount(s) or whenever remaining funds are not sufficient to cover anticipated performance through to the order's expiration date; whichever is sooner. The contractor is cautioned that performance of work above the order's ceiling is at the contractor's own risk.

13.0 INSPECTION AND ACCEPTANCE

13.1 **Acceptance Criteria.** The COTR will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements of the delivery order. The contractor shall ensure the accuracy and completeness of all deliverables. Errors, misleading or unclear statements, incomplete or irrelevant information, and or excessive rhetoric, repetition, and "padding", shall be considered deficiencies and shall be subject to correction by the contractor, at no additional cost to the Government. Unless otherwise indicated, the government will require 10 business days to review and comment on deliverables. If the deliverable does not meet the noted criteria, the Government will return it.

13.2 **Rejection Procedures.** If the COTR rejects any deliverable, that rejected document will be handled in the following manner.

13.2.1 After notification that the deliverable did not meet the acceptance criteria, the Contractor shall resubmit an updated/corrected version within five (5) business days after receipt of Government comments.

13.2.2 Upon re-submission by the Contractor, the Government will reapply the same acceptance criteria. If the deliverable does not meet the acceptance criteria a second time, the Government might consider the Contractor as having deficient performance with respect to the subject task/subtask.

14.0 SECURITY. The work to be performed hereunder and data released to the Contractor shall be treated as confidential, privileged or sensitive in nature and will not be discussed with or released to anyone except as authorized by the CO or COTR.

14.1 **Personnel Security Clearances.** The work under this contract is classified as Secret, for contractor and subcontractor personnel, as well as individuals who are consultants to the contractor with access to certain specified classified information or locations. All contractor personnel shall be required to possess a Secret security clearance before assignment to the project. An Interim Secret clearance shall suffice. The Contractor shall be responsible for having all employees including subcontractor employees working under this contract and/or having access to privileged or sensitive information under this contract execute a statement to the effect that "no confidential, privileged or sensitive information or data, oral or written, obtained while working under this contract will be disclosed to any persons, except as authorized by the Contracting Officer (CO) or COTR."

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These statements are to be maintained by the Contractor available for inspection by the CO or COTR. The contractor will be responsible for the actions of those individuals they provide to perform work.

Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND MARKING

(a) All packing, packaging and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.

(b) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall be clearly marked with the name of the organization/contractor, the contract, task order and/or modification number as appropriate, and the identification of the submission.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.246-6 -- Inspection -- Time-and-Material and Labor-Hour.

As prescribed in 46.306, insert the following clause:

Inspection – Time-and-Material and Labor-Hour (May 2001)

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

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

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

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

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

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

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

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

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to --

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

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

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

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

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

(End of Clause)

E.2 Acceptance Criteria and Rejection Procedure. The COTR will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements of the delivery order. The contractor shall ensure the accuracy and completeness of all deliverables. Errors, misleading or unclear statements, incomplete or irrelevant information, and or excessive rhetoric, repetition, and "padding", shall be considered deficiencies and shall be subject to correction by the contractor, at no additional cost to the Government. Unless otherwise indicated, the government will require 10 business days to review and comment on deliverables. If the deliverable does not meet the noted criteria, the Government will return it.

Rejection Procedures. If the COTR rejects any deliverable, that rejected document will be handled in the following manner.

After notification that the deliverable did not meet the acceptance criteria, the Contractor shall resubmit an updated/corrected version within five (5) business days after receipt of Government comments.

Upon re-submission by the Contractor, the Government will reapply the same acceptance criteria. If the deliverable does not meet the acceptance criteria a second time, the Government might consider the Contractor as having deficient performance with respect to the subject task/subtask.

SECTION F – DELIVERIES OR PERFORMANCE

Period of Performance:

The period of performance shall be 1 base year from date of award and 2 one-year option periods.

CLAUSES INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.242-15	Stop-Work Order (Aug 1989)
52.247-34	F.O.B Destination (Nov 1991)
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 30 days.

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; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of Clause)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1--CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

CONTRACTING OFFICER'S
TECHNICAL REPRESENTATIVE:

Department of Homeland Security

245 Murray Lane
Building 410

ATTN: Constantin Langa
Office of Health Affairs
Washington, DC 20528

Telephone No. (b) (6)

Email Address: Constantin.Langa@dhs.gov

The Contractor shall forward a copy of all invoices to the Contracting Officer's Technical Representative.

G.2--PROCUREMENT OFFICE REPRESENTATIVE

PROCUREMENT OFFICE
REPRESENTATIVE:

Department of Homeland Security

245 Murray Lane
Building 410

ATTN: Tisha Blue
Office of Procurement Operations
Protection & Intelligence Health Affairs
Acquisition Division

Washington, DC 20528

Telephone No. (b) (6)

Fax No. (202) 447-5725

Email Address: Tisha.Blue@dhs.gov

G.4--CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

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 COTR shall not sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

G.5--SUBMISSION OF INVOICES

All invoices shall be submitted on a monthly basis. Invoices shall be paid in accordance with the Prompt payment Act, thirty (30) calendar days following receipt of a proper invoice.

All invoices must be submitted to the COTR. A copy should also be forwarded, simultaneously, to the Finance Office via email at Invoice.Consolidation@dhs.gov or mailed to: DHS, Burlington Finance Center, P.O. Box 1000, Williston, VT 05495. If it is determined that the amount billed is incorrect the invoice may be revised by the Government, or the Contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or documentation:

- (i) Name, address and telephone of the Contractor

- (ii) Date of invoice and invoice number
- (iii) Contract number; also modification number, if applicable; and contract number and its modification, if applicable
- (iv) Description of the supplies/services rendered (including hours incurred and billing rate, if applicable to the contract)
- (v) A schedule depicting the following information order:

<u>Amt. Invoiced</u> <u>This Period</u>	<u>Cumulative</u> <u>Amt. Invoiced</u>	<u>Value of</u> <u>Contract</u>	<u>Balance</u> <u>of Contract</u>
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(vi) Name of Contracting Officer's Technical Representative (COTR);

(vii) Travel and ODCs

(viii) Contractor's signature with the following certification:

"The undersigned hereby certifies to the best of my knowledge and belief that the sum claimed under this contract is proper and due, and all the costs of the contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this contract."

BY: _____
TITLE: _____
DATE: _____

The Contractor's final invoice shall list all other invoices previously tendered under this contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1-- SECTION 8(A) DIRECT AWARD

This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated May 4, 2007, between the Small Business Administration (SBA) and the Department of Homeland Security (DHS), the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

**U.S. Small Business Administration
Washington Metropolitan Area District Office
740 15th Street N.W., Suite 300
Washington, DC 20005-3544**

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

The Contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquish of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(3) it will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

Even though the Small Business Administration may not be identified in Section A of the contract, it is still the prime contractor on the contract in accordance with the Partnership Agreement **between** the U.S. Small Business Administration and the Department of Homeland Security dated May 4, 2007.

H.2--CONTRACT CLOSEOUT

(1) Upon completion of all efforts under this contract, this contract will be closed out in a timely manner in accordance with FAR 4.804 and contractual requirements.

The Contractor shall request from the Contracting Officer's Representative a signed certificate of completion stating:

"I CERTIFY THAT ALL REQUIREMENTS UNDER CONTRACT NO. _____ HAVE BEEN SATISFACTORILY COMPLETED AND ACCEPTED BY THE GOVERNMENT.

SIGNATURE OF
GOVERNMENT
OFFICIAL _____ DATE _____"

(2) After the initial Contractor request for the Government-endorsed completion certification has been performed, no additional requests are required.

(3) In addition to the above, the Contractor shall:

- Initiate timely closeout of subcontracts
- Disposition property, as required
- Disposition Classified materials, if any
- Submit Interim Final Invoices using "claimed" rates

NOTE: The contractor's requirement to request a signed certificate of completion described in (1) above, may be satisfied by the individual Government Sponsor Representative of record (or his or her designee) submitting a statement of completion substantially similar to the one identified above to the cognizant ACO in advance of the contractor's request. Electronic mail notifications are authorized.

H.3--EXPEDITING CONTRACT CLOSEOUT

(a) As part of the negotiated fixed price and cost reimbursable ODCs or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

H.4--SUBSTITUTION OF PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel. The personnel or facilities specified are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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I. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

<http://farsite.hill.af.mil/vffara.htm>

FAR 52.202-1	Definitions (July 2004)
Far 52.203-3	Gratuities (April 1984)
FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (September 2006)
FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (January 1997)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (January 1997)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (September 2005)
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (August 2000)
FAR 52.204-7	Central Contractor Registration (July 2006)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with the Contractors Debarred, Suspended, or Proposed for Debarment (September 2006)
FAR 52.215-2	Audit and Records -- Negotiation (Jun 1999)
FAR 52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
FAR 52.215-14	Integrity of Unit Prices (Oct 1997)
FAR 52.216-24	Limitation of Government Liability (Apr 1984)
FAR 52.219-8	Utilization of Small Business Concerns (May 2004)
FAR 52.219-14	Limitations on Subcontracting (Dec 1996)

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FAR 52.222-3	Convict Labor (June 2003)
FAR 52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation. (Jul 2005)
FAR 52.222-21	Prohibition of Segregated Facilities (February 1999)
FAR 52.222-26	Equal Opportunity (April 2002)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (September 2006)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (June 1998)
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (September 2006)
FAR 52.222-38	Compliance With Veterans' Employment Reporting Requirements (Dec 2001)
FAR 52.223-6	Drug-Free Workplace (May 2001)
FAR 52.224-1	Privacy Act Notification (Apr 1984)
FAR 52.224-2	52.224-2 -- Privacy Act
FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)
FAR 52.227-1	Authorization and Consent (Jul 1995)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug. 1996)
FAR 52.227-14	Rights in Data – General (Jun 1987)
FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)
FAR 52.228-7	Insurance -- Liability to Third Persons (Mar 1996)
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
FAR 52.232-1	Payments (Apr. 1984)
FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (February 2007)
FAR 52.232-17	Interest (June 1996)
FAR 52.232-23	Assignment of Claims (January 1986)
FAR 52.232-25	Prompt Payment (Oct 2003)

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FAR 52.232-33	Payment By Electronic Funds Transfer—Central Contractor Registration (October 2003)
FAR 52.233-1	Disputes (July 2002)
FAR 52.233-2	Service of Protest (September 2006)
FAR 52.233-3	Protest After Award (August 1996)
FAR 52.233-4	Applicable Law For Breach Of Contract Claim (Oct 2004)
FAR 52.239-1	Privacy or Security Safeguards (Aug. 1996)
FAR 52.242.13	Bankruptcy (Jul 1995)
FAR 52.243-3	Changes -- Time-and-Materials or Labor-Hours (Sept 2000)
FAR 52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)
FAR 52.246-25	Limitation of Liability -- Services (Feb 1997)
FAR 52.249-6	Termination (Cost-Reimbursement) (May 2004) Alt IV (Sept 1996)
FAR 52.249-14	Excusable Delays (April 1984)
FAR 52.253-1	Computer Generated Forms (Jan 1991)

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**II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
INCORPORATED IN FULL TEXT**

52.204-2 – Security Requirements

As prescribed in 4.404(a), insert the following clause:

Security Requirements (Aug. 1996)

(a) This clause applies to the extent that this contract involves access to information classified “Confidential,” “Secret,” or “Top Secret.”

(b) The Contractor shall comply with --

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of Clause)

52.204-9 -- Personal Identity Verification of Contractor Personnel

As prescribed in 4.1301, insert the following clause:

Personal Identity Verification of Contractor Personnel (Nov 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of Clause)

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52.215-19 -- Notification of Ownership Changes

As prescribed in 15.408(k), insert the following clause:

Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

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III. LISTING OF DHS FAR SUPPLEMENTAL CLAUSES AND PROVISIONS AS PROVIDED IN PART 3052 OF THE HSAR INCORPORATED IN FULLTEXT AND BY REFERENCE

The full text of the clauses below may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFHSARA.HTM>

CLAUSE	TITLE	DATE
3052.215-70	Key Personnel or Facilities (In paragraph (b), Insert "Frederick McElligott")	DEC 2003
3052.242-71	Dissemination of contract information	DEC 2003
3052.242-72	Contracting officer's technical representative	DEC 2003
3052.245-70	Government property reports	JUNE 2006

3052.204-70 Security requirements for unclassified information technology resources.

As prescribed in (HSAR) 48 CFR 3004.470-3 Contract clauses, insert a clause substantially the same as follows:

**SECURITY REQUIREMENTS FOR UNCLASSIFIED
INFORMATION TECHNOLOGY RESOURCES
(JUN 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within ["insert number of days"] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

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(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

3052.204-71 CONTRACTOR EMPLOYEE ACCESS ALTERNATE I (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations

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thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

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

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

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

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

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

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

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

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

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer’s Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as

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necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES. (JUNE 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except

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that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears. *Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986. *Inverted Domestic Corporation*. A foreign incorporated entity shall be treated as an

inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

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

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

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

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

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

Person, domestic, and foreign have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

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

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

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

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

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

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

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

SECTION I – CONTRACT CLAUSES

HSHQDC-07-C-00100

be treated as a partnership.

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

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

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

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

3052.209-73 Limitation of future contracting.

As prescribed in 3009.507-2, the contracting officer may insert a clause substantially as follows in solicitations and contracts:

LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is the development of requirements documents for Government needs and the accessing of proprietary information.

SECTION I – CONTRACT CLAUSES

HS HQDC-07-C-00100

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

The following attachment(s) form a part of this contract:

DD254 CONTRACT SECURITY CLASSIFICATION SPECIFICATION – Attachment 1

DEPARTMENT OF DEFENSE

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

CLEARANCE AND SAFEGUARDING

FACILITY CLEARANCE REQUIRED

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

None

2. THIS SPECIFICATION IS FOR: (x and complete as applicable)

a. PRIME CONTRACT NUMBER
HSHQDC-07-C-00100

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER
RPCM-07-00006

DUE DATE (YYMMDD)

3. THIS SPECIFICATION IS: (x and complete as applicable)

a. ORIGINAL (Complete date in all cases) DATE (YYMMDD)
20070914

b. REVISED (Supersedes all previous specs) Revision No DATE (YYMMDD)

c. FINAL (Complete item 5 in all cases) DATE (YYMMDD)

4. THIS IS A FOLLOW-ON CONTRACT? YES NO. If Yes, complete the following:

Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 2547 YES NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE
Spry Methods
1555 Wilson Blvd
Rosslyn, VA 22209

b. CAGE CODE
3HD17

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE
See Item 13 regarding DD Forms 254 for subcontractors

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip code)

8. ACTUAL PERFORMANCE

a. LOCATION
Item 8 - Department of Homeland Security (DHS) various locations within the Washington, D.C. metropolitan area.

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

OFFICE OF HEALTH AFFAIRS FINANCIAL MANAGEMENT SUPPORT SERVICES

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the INISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct Through (Specify)

None Authorized

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document(s)/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

The successful offeror must possess a current SECRET facility security clearance issued by the Defense Security Service (DSS) in accordance with DOD 5220.22-M, prior to contract performance. All contractor personnel assigned to this contract shall possess Secret personnel security clearances issued by the Defense Security Service (DSS) prior to contract performance.

Item 7 - All DD Forms 254 for subcontractors shall be provided to DHS, Security Branch, Directorate for Preparedness, Room 4315-16, 7th and D Streets, S.W., Washington, D.C., 20528, for approval prior to issuance to subcontractors

Item 10j. Contractors shall control and safeguard FOUO in accordance with DHS Directive (MD 11042.1), "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated January 6, 2006. DHS contractors must sign a special Non-Disclosure Agreement before receiving access to unclassified FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OUSP, Security Branch at (202) 447-5668.

Item 11a. Contract performance is restricted to various DHS government-owned buildings located in and around the metropolitan area of Washington, D.C. Cleared personnel are required to perform this service. All contractor personnel must be U.S. citizens, have been granted an interim or final security clearance by the U.S. Government, have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non-Disclosure Agreement, Standard Form 312, for this specific program prior to being given access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor-granted Confidential clearances, are not eligible for access to classified information released or generated under this contract. Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the CSO, through the Security Branch, Office of the Under Secretary for Preparedness, (202) 447-5668. Recipients of classified information under this contract may not be release it to subcontractors without permission of the DHS CSO.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes No

See addendum to this DD Form 254

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.


a. TYPED NAME OF CERTIFYING OFFICIAL
JOYCE T. THORNTON

b. TITLE
Chief, Security Branch
Directorate for Preparedness

c. TELEPHONE (Include Area Code)
(202) 447-5669

d. ADDRESS (Include Zip Code)
Department of Homeland Security
Office of Security, 7th and D Streets, S.W.
Washington, D.C. 20528

e. SIGNATURE



17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINSTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY: COTR

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 09/27/2008	4. REQUISITION/PURCHASE REQ. NO. ROHA-08-00072	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PIHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PIHA	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PIHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PIHA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPRY METHODS INC 1555 WILSON BLVD SUITE 320 ROSSLYN VA 222092405		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1351742530000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-C-00100	
		10B. DATED (SEE ITEM 11) 09/27/2007	

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. Offerors 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: \$265,449.20
 HAS0008-000-HA-12-90-00-000-05-00-0000-00-00-00-00-00-00-GE-OR-25-76-000000

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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: 135174253+0000

The purpose of this modification is to exercise option period one (CLINs 0004 and 0006) in accordance with FAR Clause 52.217-9 Option to Extend the Term of the Contract for financial management support services in support of the Department of Homeland Security (DHS) Office of Health Affairs (OHA).



The contract has been increased by \$265,449.20 from \$434,881.93 to \$700,331.13.

Period of Performance: 9/27/2008 through 9/26/2009.

All other terms and conditions remain unchanged.

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) Ed Kim Co-President & CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher Wallis
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 8/26/08	16C. DATE SIGNED 9/27/08

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-C-00100/P00002

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NAME OF OFFEROR OR CONTRACTOR
 SPRY METHODS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 09/27/2008 to 09/26/2009 Change Item 0004 to read as follows (amount shown is the obligated amount):				
0004	Option Period 1- CLIN 0004 has been exercised Labor - Financial Management Support Services (FMSS) Obligated Amount: \$260,449.20 Product/Service Code: R710 Change Item 0006 to read as follows (amount shown is the obligated amount):	(b) (4)		(b) (4)	260,449.20
0006	Option Period 1 - CLIN 0006 has been exercised Other Direct Costs (ODCs)/Travel N-T-E \$5,000.00 Obligated Amount: \$5,000.00				5,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00003 09/27/2008 See Schedule

6. ISSUED BY CODE DHS/OPO/PIHA 7. ADMINISTERED BY (if other than Item 6) CODE DHS/OPO/PIHA
 U.S. Dept. of Homeland Security Office of Procurement Operations PIHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 SPRY METHODS INC 1555 WILSON BLVD SUITE 320 ROSSLYN VA 222092405
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-C-00100
 10B. DATED (SEE ITEM 11) 09/27/2007
 CODE 1351742530000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION
 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: \$16,599.18
 HAS0008-000-B7-1890-01-000-05-00-0000-00-00-00-00-GE-0E-2576

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 Mutual Consent of Both Parties in accordance with FAR Clause 52.243-3

14. 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: 135174253+0000
 The purpose of this modification is to:

1) Realign funds in the amount of \$70,217.23 from CLIN 0002 Base Period additional support for financial management support services to CLIN 0005 option period one additional support for financial management support services.

The total hours has been decreased from (b) (4) hours to (b) (4). Total amount has been decreased from \$178,243.73 to \$108,026.50.

2) Exercise CLIN 0005 Option Period One additional
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.
 15A. NAME AND TITLE OF SIGNER (Type or print) Ed Kim Co-Pres & CEO 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher Wallis
 15B. ORGANIZATION/OFFICE 15C. DATE SIGNED 9/24/08 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 9/24/08
 (Signature of Contractor) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-C-00100/P00003

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NAME OF OFFEROR OR CONTRACTOR
SPRY METHODS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>support for financial management support services for (b)(4) at a labor rate of (b)(4) for a line item total of \$86,816.40.</p> <p>Option Period One has been increased by \$86,816.40 from \$265,449.20 to a total of \$351,965.60. The total contract value has been increased by \$16,599.18 from \$700,331.13 to \$716,930.31</p> <p>Period of Performance: 9/27/2008 through 9/26/2009</p> <p>All other terms and conditions remain unchanged.</p> <p>Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 09/27/2008 to 09/26/2009</p> <p>Change Item 0010 to read as follows (amount shown is the obligated amount):</p>				
0010	<p>Exercise CLIN 0002 Additional Support for Financial Management Support Services. Obligated Amount: -\$70,217.23 Requisition No: ROHA-08-00022, ROHA-08-00104</p>	(b)(4)		(b)(4)	-70,217.23
	<p>Add Item 0011 as follows:</p>				
0011	<p>Exercise CLIN 0005 Additional Support for Financial Management Support Services. Obligated Amount: \$86,816.40 Requisition No: ROHA-08-00104</p>			(b)(4)	86,816.40

2 AMENDMENT/MODIFICATION NO P00004 3 EFFECTIVE DATE See Block 16C 4 REQUISITION/PURCHASE REQ NO ROHA-09-00154 5 PROJECT NO (if applicable)

6 ISSUED BY CODE DHS/OPO/PHA/OHA 7 ADMINISTERED BY (if other than Item 6) CODE DHS/OPO/PHA/OHA

U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528

8 NAME AND ADDRESS OF CONTRACTOR (No street county State and ZIP Code) (x) 9A AMENDMENT OF SOLICITATION NO

SPRY METHODS INC 1555 WILSON BLVD SUITE 320 ROSSLYN VA 222092405

10A MODIFICATION OF CONTRACT/ORDER NO HSHQDC-07-C-00100

10B DATED (SEE ITEM 13) 09/27/2007

CODE 1351742530000 FACILITY CODE

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

12 ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$67,389.30
 HAS0009-000-HA-12-90-02-000-05-00-0000-00-00-00-00-GE-OE-25-76-000000

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).
 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, x 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: 135174253+0000
 The purpose of this modification is to 1) extend the Period of Performance end date of 09/26/2009 for 3 months to 12/26/2009 in accordance with FAR 52.217-8 Option to Extend Services and 2) add funding in the amount of \$67,389.30.

The total obligated amount has been increased by \$67,389.30 from \$716,930.30 to \$784,319.60.

The contract total has been increased by \$67,389.30 from \$1,773,132.11 to \$1,840,521.41.

All other terms and conditions remain unchanged.

Delivery: 09/27/2009

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) Ed Kim Co-President 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tisha Blue
 15B CONTRACTOR/OFFEROR 15C DATE SIGNED 8/18/09 16B UNITED STATES OF AMERICA 16C DATE SIGNED 8/18/09

NAME OF OFFEROR OR CONTRACTOR
SPRY METHODS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 09/27/2009 to 12/26/2009 Add Item 0012 as follows:				
0012	Financial Management Support Services--Period of Performance extended 3 months Obligated Amount: \$67,389.30	0012		(b) (4)	67,389.30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ROHA-09-00161	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PHA/OHA	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PHA/OHA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPRY METHODS INC 1555 WILSON BLVD SUITE 320 ROSSLYN VA 222092405		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1351742530000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO HSHQDC-07-C-00100	10B. DATED (SEE ITEM 13) 09/27/2007

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 Decrease: -\$67,389.30
HAS0009-000-RA-12-90-02-000-05-00-0000-00-00-00-00-GE-OE-25-76-000000

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-3

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: 135174253+0000
The purpose of this modification is to 1) change the Period of Performance end date from 12/26/2009 to 09/26/2009 and 2) de-obligate funding in the amount of \$67,389.30.
The total obligated amount has been reduced by \$67,389.30 from \$784,319.60 to \$716,930.30.
The contract total has been decreased by \$67,389.30 from \$1,840,521.41 to \$1,773,132.11.

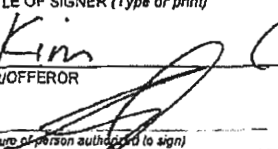
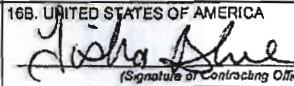
All other terms and conditions remain unchanged.

Delivery: 09/27/2009

Discount Terms:

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) Ed Kim Co-President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tisha Blue
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 9/25/09	16C. DATE SIGNED 9/25/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-C-00100/P00005

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NAME OF OFFEROR OR CONTRACTOR
SPRY METHODS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 09/27/2008 to 09/26/2009 Change Item 0012 to read as follows (amount shown is the obligated amount):				
0012	Financial Management Support Services--Period of Performance reduced by 3 months Obligated Amount: -\$67,389.30	(b) (4)		(b) (4)	-67,389.30