Company Name: STG International

Contract Number: HSCEMS-08-A-00008 (HSCEMS08A00008)

Latest Modification Processed: N/A

Period of Performance: 9/15/2008 through 9/14/2013

Services Provided:

Providing human capital support services for the Office of the Assistant Secretary (OAS) and its sub-offices within U.S. Immigration and Customs Enforcement (ICE).

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ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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

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DATE OF ORDER CONTRACT NO. ORDER NO. HSCEMS-08-A-00008 09/12/2008 QUANTITY UNIT SUPPLIES/SERVICES ITEM NO. UNIT AMOUNT QUANTITY ORDERED PRICE ACCEPTED (D) (A) (F) (G) (C) (E) Blanket Purchase Agreement (BPA) to acquire Human Capital Support Services for the Office of the Assistant Secretary (OAS) and its sub-offices within the U.S. Immigration and Customs Enforcement (ICE). (1) This is a hybrid Firm Fixed Price (FFP), Labor Hour (LH) and/or Time and Materials (T&M) Task BPA. (2) All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contracts GS-02F-0040P and GS-10F-0135R are hereby incorporated by reference. (3) Performance of this BPA shall be in accordance with the attached Scope of Work. (4) ICE Contracting Officers are authorized to place task orders against this BPA. Period of Performance: 09/15/2008 to 09/14/2013

SCHEDULE B PRICING

Item No.		Services	Quantity	Unit	Unit Price	Amount			
Ordering	Ordering Period 1: SEPTEMBER 15, 2008 - SEPTEMBER 14, 2009								
	0001	Program Manager 3	10,400	Hour	\$				
	0002	Program Manager 1	10,400	Hour	\$				
	0003	Project Manager 7	10,400	Hour	\$				
*	0004	HR Senior Specialist 6	31,200	Hour	\$				
	0005	HR Senior Specialist 5	10,400	Hour	* * * * * * *				
	0006	HR Senior Specialist 3	10,400	Hour	\$				
	0007	HR Senior Specialist 2	10,400	Hour	\$				
	0008	HR Senior Specialist 1	10,400	Hour	\$				
	0009	HR Specialist 2	52,000	Hour	\$				
	0010	HR Assistant 2	31,200	Hour	\$				
	0011	HR Assistant 1	20,800	Hour	\$ \$				
	0012	Training Senior Specialist 3	20,800	Hour	\$				
	0013	Executive Assistant	20,800	Hour	\$				
Ordering	Period	2: SEPTEMBER 15, 2009 -	SEPTEMBER	14, 2010					
	1001	Program Manager 3	10,400	Hour	\$				
	1001	Program Manager 1	10,400	Hour	\$				
	1002	Project Manager 7	10,400	Hour	\$ \$ \$ \$ \$				
	1003	HR Senior Specialist 6	31,200	Hour	\$				
	1004	HR Senior Specialist 5	10,400	Hour	\$				
	1005	HR Senior Specialist 3	10,400	Hour	\$				
	1007	HR Senior Specialist 2	10,400	Hour	\$	b4			
	1007	HR Senior Specialist 1	10,400	Hour	\$	7			
	1008	HR Specialist 2	52,000	Hour	\$				
	1010	HR Assistant 2	31,200	Hour	\$				
	1010	HR Assistant 1	20,800	Hour	\$				
		Training Senior Specialist 3	20,800	Hour	Š.				
	1012 1013	Executive Assistant	20,800	Hour	\$ \$ \$ \$ \$				
Ordering	ı Perioc	13: SEPTEMBER 15, 2010 -	SEPTEMBER	R 14, 2011	_				
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	2001	Program Manager 3	10,400	Hour	\$				
	2002	Program Manager 1	10,400	Hour	\$				
	2003	Project Manager 7	10,400	Hour	\$				
	2004	HR Senior Specialist 6	31,200	Hour	\$				
	2005	HR Senior Specialist 5	10,400	Hour	\$				
	2006	HR Senior Specialist 3	10,400	Hour	\$				
•	2007	HR Senior Specialist 2	10,400	Hour	\$				
	2008	HR Senior Specialist 1	10,400	Hour	\$				
	2009	HR Specialist 2	52,000	Hour	\$				
	2010	HR Assistant 2	31,200	Hour	\$				
	2011	HR Assistant 1	20,800	Hour	\$				
	2012	Training Senior Specialist 3		Hour	\$				
	2013	Executive Assistant	20,800	Hour	\$				

SCHEDULE B PRICING

Item No.	Services	Quantity	Unit	Unit Price	Amount
Ordering Period	4: SEPTEMBER 15, 2011 - S	SEPTEMBER	1 <u>4, 2012</u>		•
Oldoling : ollow					
3001	Program Manager 3	10,400	Hour	\$	
3002	Program Manager 1	10,400	Hour	\$	
3003	Project Manager 7	10,400	Hour	\$	
3004	HR Senior Specialist 6	31,200	Hour	\$ \$ \$ \$ \$ \$ \$	
3005	HR Senior Specialist 5	10,400	Hour	\$	
3006	HR Senior Specialist 3	10,400	Hour	\$	
3007	HR Senior Specialist 2	10,400	Hour	\$	
3008	HR Senior Specialist 1	10,400	Hour	\$	
3009	HR Specialist 2	52,000	Hour	\$	
3010	HR Assistant 2	31,200	Hour	\$	
3011	HR Assistant 1	20,800	Hour	\$	
3012	Training Senior Specialist 3	20,800	Hour	\$	
3013	Executive Assistant	20,800	Hour	\$	
Ordering Period	5: SEPTEMBER 15, 2012 -	SEPTEMBER	14, 2013	_	b4
4001	Program Manager 3	10,400	Hour	\$	
4002	Program Manager 1	10,400	Hour		
4003	Project Manager 7	10,400	Hour	\$ \$ \$	
4004	HR Senior Specialist 6	31,200	Hour	\$	
4005	HR Senior Specialist 5	10,400	Hour	\$	
4006	HR Senior Specialist 3	10,400	Hour	\$	
4007	HR Senior Specialist 2	10,400	Hour	\$	
4008	HR Senior Specialist 1	10,400	Hour	\$	
4009	HR Specialist 2	52,000	Hour	\$	
4010	HR Assistant 2	31,200	Hour	\$	
4011	HR Assistant 1	20,800	Hour	\$ \$ \$	
4012	Training Senior Specialist 3	20,800	Hour	\$	
4013	Executive Assistant	20,800	Hour	\$	

TABLE OF CONTENTS

A.1	FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE	2
A.2	NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE	
A.3	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	2
A.4	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	
A.5	HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)	
A.6	HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE	
EXP	ATRIATES (JUN 2006)	4
A.7	HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)	
A.8	HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)	
A.9	HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)	
	OPTION TO EXTEND SERVICES (BPA)	
	DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE.	
A.12	SUBMISSION OF INVOICES OR VOUCHERS FOR PAYMENT	9
	SECURITY REQUIREMENTS	
	PERFORMANCE BASED SERVICE CONTRACTING	
	PAYMENT OF FIXED PRICE TASK ORDERS	
A.16	PAYMENT OF TIME-AND-MATERIALS AND LABOR-HOUR TASK ORDERS	14
A.17	BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS	15
	DELIVERY SCHEDULE	
	ORDERING PROCEDURES	
	LIST OF ATTACHMENTS	

A.1 FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contracts GS-02F-0040P and GS-10F-0135R are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: http://www.acqnet.gov/FAR/

DHS: http://farsite.hill.af.mil/VFHSAR1.htm

GSAM: http://www.acquisition.gov/GSAM/gsam.html

A.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2, Clauses Incorporated by Reference" contained in the basic contract and "A.1 FSS RFQ Introductory Language" contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

Clause	Title	Date
	DHS Clauses/Provisions	
3052.222-70		Dec 2003
	Contract Work	
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003
3052.228-70	Insurance	Dec 2003
3052.242-71	Dissemination of Contract Information	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003
	FAR Clauses	
52.204-2	Security Requirements	Aug 1996
52.204-9	Personnel Identity Verification of Contractor Personnel	Nov 2006
52.245-5	Government Property (Cost Reimbursement, Time and	May 2004
-	Materials, or Labor Hour	

A.3 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 the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend within the period of performance of the contract. 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 60 months.

A.4 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 the period of performance of the task order.

A.5 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (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 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 S SI," 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.

A.6 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 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 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 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	on
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 quote.

A.7 HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

- (a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest related to the Human Capital Support Services project is unknown.
- (b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.
- (c) Disclosure: The offeror hereby represents, to the best of its knowledge that:
- [] (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or
- [](2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.
- (d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.
- (e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.
- (f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.
- (g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

A.8 HSAR 3052.209-73 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 related to the <u>Human Capital Support Services project is</u> unknown.
- (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.

A.9 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below 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.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel: Onsite Project Manager

A.10 OPTION TO EXTEND SERVICES (BPA)

The Government may require continued performance of any services within the limits and at the rates specified in the Blanket Purchase Agreement (BPA). 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 the ordering period of performance under the BPA.

A.11 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

For the purpose of this BPA the Contracting Officer's Technical Representative (COTR) is Lisa Frank. A separate COTR will be appointed under each individual Task Order.

A.12 SUBMISSION OF INVOICES OR VOUCHERS FOR PAYMENT

The Government anticipates issuing Firm Fixed Price (FFP), Labor Hour (LH) and Time and Materials (T&M) task orders against this Blanket Purchase Agreement. The contractor will submit an invoice on a monthly basis. The Contractor shall submit invoices to the Burlington Finance Center (BFC) via one of the following three methods:

a. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: TBD at the issuance of task orders

b. By facsimile (fax): (include a cover sheet with point of contact and number of pages)

(802) 288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and **shall be** notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Payments of invoices or vouchers shall be subject to the withholding provisions (if any) stated in the task order. In the event that amounts are withheld from payment in accordance with provisions of the task order, a separate invoice for the amount withheld will be required before payment for that amount may be made.

The following is the format for fixed priced task order invoices:

Line Item No	Description	Quantity	Unit Price	Total Price

The following is the format for labor hour task order invoices:

Labor Category	Quantity	Unit Price	Total Price
	·		

The following is the format for time and material task order invoices:

Line Item No	Labor Category	Quantity	Unit Price	Total Price
	Description of	Quantity	Actual Cost	Total actual
	Each Type of Material	Quantity	Incurred per unit	cost incurred

In the event no charges exist for any one of the items, such shall be so indicated by entering \$0 (zero dollars).

A.13 SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in BPA <u>HSCEMS-08-A-00008</u> requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work

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

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- 1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)
- 2. FD Form 258, "Fingerprint Card" (2 copies)
- 3. Foreign National Relatives or Associates Statement
- 4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- 5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
- 6. Authorization for Release of Medical Information

HSCEMS-08-A-00008 Page 12 of 17

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

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

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

CONTINUED ELIGIBILITY

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

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

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

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

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

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

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

SECURITY MANAGEMENT

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

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

A.14 PERFORMANCE BASED SERVICE CONTRACTING

Performance-based service contracting (PBSC) emphasizes that all aspects of an acquisition be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed or broad, imprecise statements of work which preclude an objective assessment of contractor performance. PBSC is designed to ensure that contractors are given freedom to determine how to meet the Government's performance objectives that appropriate performance quality levels are achieved, and that payment is made only for services that meet these levels.

A.15 PAYMENT OF FIXED PRICE TASK ORDERS

For any task order issued on a fixed price basis or the firm fixed-price portion of hybrid task orders, the Government anticipates paying the Contractor monthly based on the work completed and accepted by the Government. To receive payment, the Contractor shall submit a "proper" invoice in accordance with clause A.12--SUBMISSION OF INVOICE OR VOUCHERS FOR PAYMENT. Payments shall not be made more often than a monthly basis.

A.16 PAYMENT OF TIME-AND-MATERIALS AND LABOR-HOUR TASK ORDERS

For any task order issued on a time-and-materials or labor hour basis or the time-and-materials/labor hour portion of hybrid task orders, the Government anticipates paying the Contractor monthly based upon the submission of invoices or vouchers approved by the Contracting Officer in accordance with FAR Clause 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007).

A.17 BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS

Pursuant to GSA Federal Supply Schedule (FSS) Contract Number(s) GS-02F-0040P and GS-10F-0135R, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with the U.S. Immigration and Customs Enforcement:

(1) DESCRIPTION

The supplier shall furnish the supplies or services specified in the attached Scope of Work of this BPA, if and when requested by the Contracting Officer.

(2) GOVERNMENT OBLIGATION

The Government is obligated only to the extent of the authorized purchases actually made under this BPA.

(3) PRICING

All orders placed against this BPA are subject to the terms and conditions of the FSS Contract, except as noted below:

SPECIAL BPA DISCOUNT/PRICE

LABOR CATEGORY	ORDERING PERIOD 1	ORDERING PERIOD 2	ORDERING PERIOD 3	ORDERING PERIOD 4	ORDERING PERIOD 5
Program Manager 3	\$				
Program Manager 1	\$				
Project Manager 7	\$				
HR Senior Specialist 6	\$				
HR Senior Specialist 5	\$				
HR Senior Specialist 3	\$				
HR Senior Specialist 2	\$		b4		
HR Senior Specialist 1	\$				
HR Specialist 2	\$				
HR Assistant 2	\$				
HR Assistant 1	\$				
Training Senior Specialist 3	\$				
Executive Assistant	\$				

(4) TERM OF THE BLANKET PURCHASE AGREEMENT

This BPA expires sixty (60) months after the effective date of the BPA or at the end of the FSS contract period, whichever is earlier.

(5) INDIVIDUALS AUTHORIZED TO PLACE ORDERS

ICE Contracting Officer(s) are authorized to place orders against this BPA.

(6) ORDERS

Orders will be placed against this BPA via email, FAX, or paper. If mailed, an order is considered issued when the Government deposits the order in the mail via the U.S. Postal Service or via commercial carrier services.

(7) APPLICABILITY

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

A.18 DELIVERY SCHEDULE

To be specified at time of award and as specifically set forth in each task order.

A.19 ORDERING PROCEDURES

As needs arise for services, Firm Fixed Price (FFP), Labor Hour (LH) and/or Time and Materials (T&M) Task Orders (TO) will be issued against the BPA in the following phases:

(1) TASK ORDER

The initial request from the Contracting Officer's Technical Representative (COTR) will be forwarded to the Contractor by the Contracting Officer (CO) requesting a cost estimate to provide the services as outlined in the proposed TO Statement of Work, Performance Work Statement (PWS) or Statement of Objectives (SOO).

(2) ACCEPTANCE OF THE COST ESTIMATE

Upon receipt of the Contractor's Quote, the CO will forward a copy to the COTR for his/her review and comment. The COTR will forward to the CO his/her approval/disapproval. If disapproved, he/she will provide sufficient information to the CO in order to allow for negotiations with the Contractor concerning the Quote.

(3) AUTHORIZING TASK ORDER

The CO issues the Optional Form 347, which reflects the agreed upon cost for the required services and authorizes the Contractor to commence with work efforts. This document also identifies the period of performance for the particular TO. NOTE: If the TO is issued on a time and materials basis, the close out of the TO will reflect the actual costs associated with the TO,

which may result in an audit of the TO. All orders are subject to the terms and conditions of the FSS Contract and the BPA. In the event of a conflict between an order under the BPA and the contract, the contract shall control.

(4) MODIFYING TASK ORDERS

Modification to a TO will be effected by issuance of a Standard Form 30, Amendment of Solicitation/Modification of Contract, identified by the particular TO number being modified.

(5) COMPLETION OF TASK ORDERS

Upon completion of the work required under each TO issued hereunder, the Contractor is required to forward a written notice of completion to the Contracting Officer and the COTR stating that the TO is complete, and that all requirements have been satisfied to the best of the Contractor's knowledge and belief.

(6) CLOSEOUT OF TASK ORDERS

All orders issued under the BPA shall be closed out in accordance with FAR and established DHS policy. Upon completion of each TO and the receipt of the final invoice, a final determination of each TO will be issued definitizing the final actual costs for material incurred by the Contractor in the performance of work under the TO. (This does not apply to Firm Fixed Price TOs.) Firm fixed price TOs shall be paid upon COTR acceptance that the work was completed in accordance with the SOW and the results achieved within the period of performance.) In determining/verifying the actual costs incurred, the Government will retain the right to audit the costs incurred by the Contractor and the Contractor will, if requested by the Government, submit all records pertaining to a particular TO for this purpose. Additionally, before payment of the final invoice on each TO will be made, the Contractor shall execute a Release of Claims.

NOTE: The Contractor is NOT authorized to perform work under this BPA unless specifically awarded and funded by individual task orders.

A.20 LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	PAGES
Α	Scope of Work (SOW)	8
В	Wage Determination No. 2005-2103, Revision No. 6, dated 05/29/2008	10

Scope of Work

For

Department of Homeland Security U. S. Immigration and Customs Enforcement Office of the Assistant Secretary and its Sub-Offices

Purpose:

The purpose of this Scope of Work (SOW) is to obtain human capital support services for the Office of the Assistant Secretary (OAS) and its sub-offices within the U.S. Immigration and Customs Enforcement (ICE).

Background:

The Office of the Assistant Secretary and its sub-offices within ICE has a need for Human Resource (HR) personnel to assist in the individual program offices to provide guidance and assistance for HR matters.

Because of DHS' Shared Services Agreement for HR services, in which Customs & Border Protection (CBP) provides transactional HR services for ICE, HR operations across ICE has been de-centralized and HR positions outside the Office of Human Capital (HC) are understaffed or non-existent. As a result, individual program offices under the direction of the Office of the Assistant Secretary (OAS) have a need for HR personnel because each office still maintains continued responsibilities to their program personnel to conduct operations in HC functional areas, both general and specific as outlined in this Scope of Work. Further, these HR contract personnel will function in a liaison role with both ICE's Office of Human Capital and the respective HR service center (Dallas and Laguna Niguel). In order to accomplish this important part of the mission, OAS program offices have an immediate need for HC support and consultation services.

Tasks Descriptions:

A. The contractor shall provide human capital support services to OAS to include:

- 1. Review of position descriptions and advice on the appropriateness, quality, and accuracy of written descriptions of duty statements. Provide advice for the planning, hiring and evaluation of employees. Develop long term strategies and solutions for recruitment, retention, training, and providing performance management. Prepare draft position descriptions and critique existing position descriptions. Make recommendations regarding the appropriate title, series, and grades of positions in OAS or the respective sub-office;
- 2. Conduct job analyses. Assist with conducting job analysis when recruiting for individuals to fill OAS and sub-office vacancies. This task also involves working with managers, supervisors, and/or subject matter experts to identify the major duties and responsibilities of positions. Identify any selective factors for recruitment purposes;

- 3. Prepare vacancy announcements. Prepare the text of vacancy announcements. Coordinate with ICE HC services to create and post announcements for vacant jobs to USAJOBS;
- 4. Assist in conducting quality reviews of qualifications, ratings and rankings of applicants who apply to ICE OAS vacancy announcements;
- 5. Prepare selection certificates;
- 6. Provide consulting and advisory services to OAS customers on a variety of HR topics including but not limited to employment requirements, recruitment options, staffing and selection, employee relations, labor relations, and HR information management and records;
- 7. Complete and document selections of successful candidates for positions, annotating SF 52s;
- 8. Conduct research on general HR topics. Prepare written analysis of researched HR topics, for example workforce demographics data and transaction processing, and documents findings in report format. Prepares statistical analyses and excel charts and graphs and briefing packages;
- 9. Provide assistance/referral to OAS customers in the area of benefits counseling (health, life, social security, survivor, thrift savings plan);
- 10. Conduct training on various HR topics for audiences including managers, supervisors, employees, and HR specialists;
- 11. Perform work that involves assisting and advising managers and supervisors on establishing, maintaining, and monitoring effective performance management programs designed to plan, implement monitor, develop, rate, and reward employee performance. Provide advisory and consulting services that support formal and informal recognition and award programs for employees;
- 12. Provide support to edit, draft, review, and assess existing and proposed ICE HR policies and HR guidance documents; provide verbal and/or written evaluations of the affect of proposed and existing legislation, regulation, and HR policies on the ICE OAS workforce; and evaluate the general affect of existing HR policies, programs, and initiatives on HR operations;
- 13. Perform work that involves providing advice and assistance to employees and Managers in matters related to grievances, appeals, conduct, performance, attendance, and dispute resolution; and

- 14. Perform work that involves the tracking and oversight of ICE OAS portion of the contractor security clearance process and new Federal employee clearance process;
- 15. Perform work that involves the reporting and oversight of WebTA leave errors/audits. Contractor shall provide general information advice and guidance Web TA users and administrators.

The following identifies the labor categories and descriptions that may be utilized under the BPA:

Program Manager 3

General Experience. Program Manager (3)s at least 10 years of experience in outsourcing services, business process redesign, change management efforts or information systems implementation. Functional Responsibility: Program Manager (3)s apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions or to manage the operations of multiple projects. Program Manager (3)s provide subject matter expertise in industry, process or technology areas. A Program Manager (3) is qualified to perform such tasks as: plan and manage the work of information systems project teams, design and implement new organization structures, conceptual design and development of training curricula, work with client executives to facilitate organizational change programs and realize business goals, lead clients through streamlining, reengineering and transforming business processes, ensure consistency of quality across multiple projects and manage client contracts. Minimum Education: Bachelor s Degree or 3 years related experience.

Program Manager I

General Experience. Program Manager (I)s at least 8 years of experience in outsourcing services, business process redesign, change management efforts or information systems implementation. Functional Responsibility: Program Manager (1)s apply their broad management skills and specialized functional and technical expertise to lead complex, large projects in delivering client solutions or to manage the operations of multiple projects. Program Managers provide subject matter expertise in industry, process or technology areas. A Program Manager (1) is qualified to perform such tasks as: plan and manage the work of information systems project teams, design and implement new organization structures, conceptual design and development of training curricula, work with client executives to facilitate organizational change programs and realize business goals, lead clients through streamlining, reengineering and transforming business processes, ensure consistency of quality across multiple projects and manage client contracts. Minimum Education: Bachelor s Degree or 3 years related experience.

Project Manager 7

General Experience. Project Manager (7)s possess at least 12 years of experience in outsourcing services, business process redesign. change management efforts or information systems implementation. Functional Responsibility: Project Manager (7)s apply their broad management

skills and specialized functional and technical expertise to guide project teams in delivering client solutions or to manage the day-to-day operations of projects. Project Manager (7)s provide subject matter expertise in HR processes or technology areas. A Project Manager (7) is qualified to perform such tasks as: design and implement new organization structures, conceptual design and development of training curricula, assist an organization translate its vision and strategy into core human resource and business processes, lead clients through streamlining. reengineering and transforming business processes, develop and execute project budgets. Minimum Education: Bachelors Degree or 3 years related experience.

HR Senior Specialist 6

General Experience. HR Senior Specialist (6)s possess at least 7 years of experience in Human Resource business processes. Functional Responsibility: HR Senior Specialist (6)s apply their advanced skills and experience in processing personnel transactions, detailed knowledge of business processes, and supervisory skills to administer human resource processes. HR Senior Specialist (6)s provide HR process services and interact with clients at the supervisory level. A HR Senior Specialist (6) is qualified to perform tasks such as: input data into Human Resource Information Systems (HRIS), provide assistance on employee records, process personnel transactions, prepare human resource reports, provide daily supervision and direction to staff. Minimum Education: Bachelors Degree or 3 years related experience.

HR Senior Specialist 5

General Experience. HR Senior Specialist (5)s possess at least 6 years of experience in Human Resource business processes. Functional Responsibility: HR Senior Specialist (5)s apply their advanced skills and experience in processing personnel transactions, detailed knowledge of business processes, and supervisory skills to administer human resource processes. HR Senior Specialist (5)s provide HR process services and interact with clients at the supervisory level. A HR Senior Specialist (5) is qualified to perform tasks such as: input data into Human Resource Information Systems (HRIS), provide assistance on employee records, process personnel transactions, prepare human resource reports, provide daily supervision and direction to staff. Minimum Education: Bachelors Degree or 3 years related experience.

HR Senior Specialist 3

General Experience. HR Senior Specialist (3)s possess at least 4 years of experience in Human Resource business processes. Functional Responsibility: HR Senior Specialist (3)s apply their advanced skills and experience in processing personnel transactions, detailed knowledge of business processes, and supervisor skills to administer human resource processes. HR Senior Specialist (3)s provide HR process services and interact with clients at the supervisory level. A HR Senior Specialist (3) is qualified to perform tasks such as: input data into Human Resource Information Systems (HRIS), provide assistance on employee records, process personnel transactions, prepare human resource reports, provide daily supervision and direction to staff. Minimum Education: Bachelors Degree or 3 years related experience.

HR Senior Specialist 2

General Experience. HR Senior Specialist (2)s possess at least 3 years of experience in Human Resource business processes or training development and administration. Functional Responsibility: HR Senior Specialist (2)s apply their advanced skills and experience in processing personnel transactions, detailed knowledge of business processes, and supervisory skills to administer human resource processes. HR Senior Specialist (2)s provide HR process services and interact with clients at the supervisory level. A HR Senior Specialist (2) is qualified to perform tasks such as: input data into Human Resource Information Systems (HRIS), provide assistance on employee records, process personnel transactions, prepare human resource reports, provide daily supervision and direction to staff. Minimum Education: Bachelor s Degree or 3 years related experience.

HR Senior Specialist 1

General Experience. HR Senior Specialist (1)s possess at least 2 years of experience in Human Resource business processes. Functional Responsibility: HR Senior Specialist (1)s apply their advanced skills and experience in processing personnel transactions, detailed knowledge of business processes, and supervisor skills to administer human resource processes. HR Senior Specialist (1)s provide HR process services and interact with clients at the supervisory level. A HR Senior Specialist (1) is qualified to perform tasks such as: input data into Human Resource Information Systems (HRIS), provide assistance on employee records, process personnel transactions, prepare human resource reports, provide daily supervision and direction to staff. Minimum Education: Bachelors Degree or 3 years related experience.

HR Specialist 2

General Experience. HR Specialist (2)s possess at least 2 years experience in Human Resource business processes. Functional Responsibility: HR Specialist (2)s apply their advanced skills and experience in processing personnel transactions and detailed knowledge of business processes to administer human resource processes. HR Specialist (2)s provide HR process services. A HR Specialist (2) is qualified to perform tasks such as: input data into Human Resource Information Systems (HRIS), provide assistance on employee records, process personnel transactions, prepare human resource reports. Minimum Education: Bachelors Degree or 3 years related experience.

HR Assistant 2

General Experience. HR Assistant (2)s possess at least 6 months of experience in Human Resource business processes. Functional Responsibility: HR Assistant (2)s apply their skills to administer human resource processes. HR Assistant (2)s provide HR data entry services. An HR Assistant (2) is qualified to perform tasks such as: input data into Human Resource Information Systems (HRIS), provide assistance on employee records, process personnel transactions, prepare human resource reports. Minimum Education: Associates Degree or 2 years related experience.

HR Assistant I

General Experience. HR Assistant (1)s possess less than 6 months of experience in Human Resource business processes. Functional Responsibility: HR Assistant (1)s apply their skills to administer human resource processes. HR Assistant (1)s provide HR data entry services. An HR Assistant (I) is qualified to perform tasks such as: input data into Human Resource Information Systems (HRIS), provide assistance on employee records, process personnel transactions, prepare human resource reports. Minimum Education: Associates Degree or 2 years related experience.

Executive Assistant

General Experience. Executive Assistant (2)s possess 1 to 5 years of administrative experience. Functional Responsibility: Executive Assistants provide administrative support to project managers, associate partners and partners on client engagements. Executive Assistant (2)s perform tasks such as: liaise with executive s clients, transcribe dictation from tape, voicemail, etc., manage and coordinate calendars for one or more executives, arrange all aspects of on-site and off-site group meetings, prepare advanced graphics and other complex documents, such as tables and presentations. Minimum Education: High School Diploma.

Training Senior Specialist 3

General Experience. Training Senior Specialist (3)s possess at least 4 years of experience in Human Resource business processes or training development and administration. Functional Responsibility: Training Senior Specialist (3)s apply their advanced functional know ledge and training experience to develop and administer training programs and classes. On projects, Training Senior Specialist (3)s provide training development and administration services and interact with clients at the supervisory level. A Training Senior Specialist (3) is qualified to perform tasks such as: conduct the research necessary to develop and revise training courses, prepare appropriate training catalogs, develop all instructor materials including course outline, background material, and training aids, develop all student materials including course manuals, workbooks, handouts, completion certificates, and course critique forms, conduct formal classroom courses, workshops, seminars, and/or computer based/computer aided training, provide daily supervision and direction to staff. Minimum Education: Bachelors Degree or 3 years related experience.

Requirements: Contractor support to meet these requirements must meet these four criteria:

- 1) Have a broad depth of expertise
- 2) Be able to respond to urgent, critical requirements
- 3) Be flexible enough to respond to unforeseen requirements
- 4) Be available for an immediate start

The contractor shall provide advisory consultative services and support to HR Management Officials and serve as a resource on a variety of administrative management matters including major organizational and human resource management issues. The contractor shall serve as

"policy specialist" providing general information, advice, interpretations and guidance to program managers, staff, and prospective employees on changes in the Human Resource related regulations and procedural matters. The contractor shall also maintain awareness of new developments in the HR policy field through attendance at meetings and review of relevant issuances and policy updates.

- The contractor shall have an expert knowledge of a full range of administrative management/HR management policies and operating procedures, extensive knowledge of federal government laws and reporting requirements important to successfully implementing the human capital mission. Assist in the design, development, implementation, program management, and evaluation of human capital solutions.
- The contractor shall assist in the production of a Performance Management Plan and the
 development of performance metrics for performance work plans and support the
 Department's E-Performance tool. This includes assisting managers in developing
 measurable performance metrics and accessing the performance management system and
 completing tasks in accordance with established performance management policies and
 procedures.

Travel Costs

Costs for transportation, lodging, meals and incidental expenses incurred by Contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. The contractor will not be reimbursed for travel and per diem within a 50-mile radius of the worksite where a contractor has an office. Local travel expenses within the Washington Metropolitan area will not be reimbursed (this includes parking). All travel outside the Washington Metropolitan area must be approved by the COTR in advance. No travel will be reimbursed without prior approval from the COTR. In the event the Contractor is required to travel outside of the Washington, DC Metropolitan area, the Contractor shall provide the COTR with a completed Request for Travel Authorization at least 5 days prior to the requested travel date.

Government Furnished Property and Other Resources

The Government will provide contractor personnel with adequate workspace, equipment and supplies to perform their assigned tasks. The workspace will be provided at ICE HQ. Any equipment furnished by the Government to the contractor to perform work under this contract will be returned to the Government at the termination of the contract. Any training materials, policies, procedures, timelines or other documentation, electronic work product, is the property of DHS. The contractor will not copyright, nor own exclusive rights to products developed by contractor employees for DHS.

Place of Performance

The Contractor shall work at the respective program office assigned as part of ICE Headquarters. The main portion is ICE headquarters is currently located at 425 I Street, NW, Washington, DC 20536, but is expected to move to 500 12th Street SW, beginning in September 2008.

Hours of Operation

Each office utilizing contract support through this SOW will set hours for their respective contract staff, based on a 40-hour workweek. In most cases, normal operations will be carried out between the hours of 8:00 a.m. and 6:00 p.m. – limiting the work to 8 hours per day -- Monday through Friday, unless otherwise authorized by the ICE COTR.

Points of Contact:

BPA Contracting Officer's Technical Representative (COTR)

Lisa Frank (202) 307- b6

BPA Contracting Officer

Candace T. Lightfoot (202) 353 b6

Period of Performance:

The period of performance of this Blanket Purchase Agreement shall be date of award through 12 months with four (4) one-year ordering periods.

Conflict of Interest and Avoidance Information

The Contractor shall notify the CO and COTR in writing of any potential conflicts of interest through their performance under this BPA.

Personnel Security Requirements

Prior to adding a new employee, the contractor will submit to the COTR the employee's security application. When HQ Security provides a status on the employee's security application the COTR will notify the contractor.

<u> Deliverables - BPA</u>

The contractor shall provide monthly reports summarizing status and progress on this BPA. The COTR may require additional special deliverables. Reports will be submitted in hard copy and be provided electronically in Word and Excel formats as necessary. Reports shall be submitted to the COTR, in accordance with the requirements set forth in the SOW of the individual task orders.