

Blanket Purchase Agreement

HSHQEH-12-A-00005

For

Federal Protective Service, Equal Employment Office

**Equal Employment Opportunity Support to include Investigation,
Counseling and Mediation Services**



**DHS Office of Procurement Operations
Federal Protective Service Acquisition Division (FPS AD)
701 Market Street
Philadelphia, PA 19106**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 21, 24, & 30				1. REQUISITION NUMBER 192112PHQH0001098	
2. CONTRACT NO. HSHQEH-12-A-00005		3. AWARD EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		8. NAME Gregory Blaszko		9. TELEPHONE NUMBER (b)(6)	10. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY NFPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite (b)(6) Philadelphia PA 19106		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.0% FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ROLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (S) (V)	11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS As Indicated On Each Call	13. RATING
14. DELIVERY TO As Indicated On Each Call		15. ADMINISTERED BY NFPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Office of Procurement Operations 701 Market Street, Suite (b)(6) Attn: Gregory Blaszko Philadelphia PA 19106	16. METHOD OF SOLICITATION <input type="checkbox"/> INFO <input type="checkbox"/> RFP	17A. CONTRACTOR/OFFEROR JDG ASSOCIATES, INC. 27 SCENIC LOOP BOERNE TX 780068508	18. PAYMENT WILL BE MADE BY As Indicated On Each Call
17B. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		19. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 163 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES		20. QUANTITY	21. UNIT
		GSA Contract #: GS-22F-9735H Blanket Purchase Agreement (BPA) HSHQEH-12-A-00005 is hereby awarded in support of the DHS, FPS HQ Equal Employment Office providing Investigation, Counseling and Mediation support services. This BPA is issued for the aforementioned DHS, FPS HQ Equal Employment Office in accordance with the supporting information and attached documents following this Standard Form (SF) 1449. The JDG (Use Reverse and/or Attach Additional Sheets as Necessary)			
					22. UNIT PRICE
					23. AMOUNT
24. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call				25. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 82.212-1, 82.212-4, FAR 82.212-3 AND 82.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 82.212-4. FAR 82.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28a. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input type="checkbox"/> 28. AWARD OF CONTRACT REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
		30a. DATE SIGNED 8/10/2012		30b. SIGNATURE Gregory Blaszko	
		31a. DATE SIGNED 8/10/2012		31b. SIGNATURE	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Associates, Inc. quotation submitted on July 13, 2012 and the JDG Associates, Inc. discussion responses dated July 24, 2012, August 9, 2012 and August 10, 2012 are hereby incorporated via reference into the subject BPA.</p> <p>The period of performance for this BPA may remain in effect for up to five (5) years, August 20, 2012 to August 19, 2017, if in the event optional ordering periods are exercised. Specific periods of performance will be identified on individual calls issued hereunder. The additional ordering periods, beyond the base period, if exercised, are:</p> <p>Optional Ordering Period One: 08/20/2013 to 08/19/2014 Optional Ordering Period Two: 08/20/2014 to 08/19/2015 Optional Ordering Period Three: 08/20/2015 to 08/19/2016 Optional Ordering Period Four: 08/20/2016 to 08/19/2017</p> <p>Pricing is established in the following manner:</p> <p>Base Ordering Period: 08/20/2012 - 08/19/2013</p> <p>Investigation Case - One Issue: Quantity (QTY) Continued ...</p>				

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

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

STANDARD FORM 1449 (REV. 3/2005) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	
	HSHQEH-12-A-00005	

NAME OF OFFEROR OR CONTRACTOR
 JDG ASSOCIATES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Not to Exceed (NTE) 30 Cases; \$3,322.00 per case Investigation Case - Additional Issue: QTY NTE 70 Issues; \$246.00 per additional issue Investigation Case - Continuing Violation: QTY NTE 10 Cases; \$4,311.00 per case Consolidated Investigation Case - One Issue: QTY NTE 5 Cases; \$4,187.00 per case Consolidated Investigation Case - Additional Issue: QTY NTE 10 Issues; \$246.00 per additional issue Consolidated Investigation Case - Continuing Violation: QTY NTE 5 Cases; \$4,537.00 per case Counseling Case - Individual: QTY NTE 60 Cases; \$1,495.00 per case Mediation - Labor Rate (Per Labor Hour): QTY NTE 100 Labor Hours; \$170.00 per labor hour Travel: NTE \$5,000 Travel Markup Rate: 0%</p> <p>Optional Ordering Period One: 08/20/2013 - 08/19/2014</p> <p>Investigation Case - One Issue: QTY NTE 30 Cases; \$3,447.00 per case Investigation Case - Additional Issue: QTY NTE 70 Issues; \$255.00 per additional issue Investigation Case - Continuing Violation: QTY NTE 10 Cases; \$4,473.00 per case Consolidated Investigation Case - One Issue: QTY NTE 5 Cases; \$4,344.00 per case Consolidated Investigation Case - Additional Issue: QTY NTE 10 Cases; \$255.00 per additional issue Consolidated Investigation Case - Continuing Violation: QTY NTE 5 Cases; \$4,707.00 per case Counseling Case - Individual: QTY NTE 60 Cases; \$1,515.00 per case Mediation - Labor Rate (Per Labor Hour): QTY NTE 100 Cases; \$173.50 per labor hour Travel: NTE \$5,000 Travel Markup Rate: 0%</p> <p>Optional Ordering Period Two: 08/20/2014 - 08/19/2015</p> <p>Investigation Case - One Issue: QTY NTE 30 Cases; \$3,550.00 per case Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	
	HSHQEH-12-A-00005	

NAME OF OFFEROR OR CONTRACTOR
 JDG ASSOCIATES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Investigation Case - Additional Issue: QTY NTE 70 Issues; \$263.00 per additional issue Investigation Case - Continuing Violation: QTY NTE 10 Cases; \$4,640.00 per case Consolidated Investigation Case - One Issue: QTY NTE 5 Cases; \$4,507.00 per case Consolidated Investigation Case - Additional Issue: QTY NTE 10 Issues; \$263.00 per additional issue Consolidated Investigation Case - Continuing Violation: QTY NTE 5 Cases; \$4,884.00 per case Counseling Case - Individual: QTY NTE 60 Cases; \$1,540.00 per case Mediation - Labor Rate (Per Labor Hour): QTY NTE 100 Labor Hours; \$180.00 per labor hour Travel: NTE \$5,000 Travel Markup Rate: 0% Optional Ordering Period Three: 08/20/2015 - 08/19/2016 Investigation Case - One Issue: QTY NTE 30 Cases; \$3,657.00 per case Investigation Case - Additional Issue: QTY NTE 70 Issues; \$271.00 per additional issue Investigation Case - Continuing Violation: QTY NTE 10 Cases; \$4,779.00 per case Consolidated Investigation Case - One Issue: QTY NTE 5 Cases; \$4,642.00 per case Consolidated Investigation Case - Additional Issue: QTY NTE 10 Issues; \$271.00 per additional issue Consolidated Investigation Case - Continuing Violation: QTY NTE 5 Cases; \$5,030.00 per case Counseling Case - Individual: QTY NTE 60 Cases; \$1,580.00 per case Mediation - Labor Rate (Per Labor Hour): QTY NTE 100 Labor Hours; \$185.00 per labor hour Travel: NTE \$5,000 Travel Markup Rate: 0% Optional Ordering Period Four: 08/20/2016 - 08/19/2017 Investigation Case - One Issue: QTY NTE 30 Cases; \$3,767.00 per case Investigation Case - Additional Issue: QTY NTE 70 Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	
	HSHQEH-12-A-00005	

NAME OF OFFEROR OR CONTRACTOR
 JDG ASSOCIATES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Issues; \$279.00 per additional issue Investigation Case - Continuing Violation: QTY NTE 10 Cases; \$4,922.00 per case Consolidated Investigation Case - One Issue: QTY NTE 5 Cases; \$4,781.00 per case Consolidated Investigation Case - Additional Issue: QTY NTE 10 Issues; \$279.00 per additional issue Consolidated Investigation Case - Continuing Violation: QTY NTE 5 Cases; \$5,180.00 per case Counseling Case - Individual: QTY NTE 60 Cases; \$1,625.00 per case Mediation - Labor Rate (Per Labor Hour): QTY NTE 100 Labor Hours; \$190.00 per labor hour Travel: NTE \$5,000 Travel Markup Rate: 0%</p> <p>TOTAL BPA CEILING AMOUNT: \$1,682,755.00</p> <p>Accounting and Appropriation Data will be specified on individual call orders.</p> <p>The associated information and attached documents as follows are hereby incorporated into the BPA:</p> <p>*SCHEDULE OF SERVICES *STATEMENT OF WORK *PACKAGING AND MARKING *INSPECTION AND ACCEPTANCE *DELIVERIES OR PERFORMANCE *ADMINISTRATION DATA *SPECIAL CONTRACT REQUIREMENTS *ADDITIONAL TERMS AND CONDITIONS *ATTACHMENTS 1. NON-DISCLOSURE AGREEMENT</p> <p>DO/DPAS Rating: NONE Period of Performance: 08/20/2012 to 08/19/2017</p>				

I. SCHEDULE OF SERVICES

01. DESCRIPTION OF SERVICES

This requirement is for specialized expertise which will directly assist the Federal Protective Service (FPS), Equal Employment Office with investigation, counseling and mediation activities. All of the support services provided for under this scope of work shall be performed in accordance with the Equal Employment Opportunity Commission (EEOC) regulations set forth at 29 CFR Part 1614; EEOC Management Directive (MD-110), and any associated laws, statutes, regulations, and/or directives.

02. CONTRACT TYPE

The requirements under this effort shall be supported through a single award Blanket Purchase Agreement (BPA). Calls/Task Orders (Orders) placed under the BPA shall be on a Fixed Price Labor Hour and/or Time and Materials basis.

03. ESTIMATED QUANTITIES

The determined investigation, counseling and mediation categories associated rates and estimated Not to Exceed (NTE) quantities are set forth above on the SF 1449. The total BPA ceiling amount and ordering schedule are also set forth above on the SF 1449. All investigation, counseling and mediation categories required for under an awarded Order shall adhere to the information provided for under this BPA and the attachments to it.

04. TRAVEL

Travel

Travel may be required in support of this requirement. Travel will be reimbursed in accordance with the Federal Travel Regulations (FTR). Reimbursement of local travel and commuting expenses are not authorized.

The Contractor shall seek Government approval in advance of incurring any expenses associated with travel. Government approval is provided by the COTR. The Contractor shall provide estimated costs, including any quotes, with its approval request. Allowable and reasonable costs incurred by the Contractor will be reimbursed within the “not-to- exceed” ceiling established in the price schedule. The Contractor shall not invoice the Government for any associated fee or profit above the actual costs incurred for travel. Once proposed costs are approved by the Government, the Contractor shall not exceed the established ceiling. Local travel will not be reimbursed within a 50-mile radius of the worksite. The worksite shall be considered the Contractor’s location delineated within the awarded BPA.

II. STATEMENT OF WORK (SOW)

Inherently Governmental services as identified in FAR 7.503 are prohibited under this requirement. In the event an inherently Governmental function as reflected in FAR 7.503 (list is not all inclusive) is considered the Contracting Officer shall be immediately notified.

01. Background

The Federal Protective Service (FPS) was established in 1971 as the uniformed force of the General Services Administration (GSA). On March 1, 2003 the Homeland Security Act of 2002 moved FPS to the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE). On October 28, 2009, FPS transferred to the National Protection and Programs Directorate (NPPD) with the continued mission of performing essential functions in support of the Federal Executive Branch.

DHS, NPPD ensures that proper steps are taken to safeguard the Nation's critical infrastructure and key resources (CIKR), to protect the Nation's cyber security and telecommunications, and to implement interoperable systems and networks to facilitate effective emergency communications. DHS, NPPD also promotes the implementation and standardization of consistent risk management approaches across DHS as well as the Nation in order to protect high-risk CIKR assets, to further enhance the security of citizens and people traveling to the United States and to promote an integrated national approach to homeland security protection activities. In recognition of the aforementioned activities, FPS has aligned with NPPD based on their similar organizational missions.

DHS, FPS Headquarters (HQ) Equal Employment Office (EEO) reports directly to the Office of the Deputy Officer for Equal Employment Opportunity. DHS, FPS HQ EEO is responsible for the overall management, administration and oversight of the HQ EEO programs, including, but not limited to, Affirmative Employment, Reasonable Accommodation, Selective Placement, Disabled Veterans, EEO Training, Alternative Dispute Resolution (ADR) and EEO Complaints Processing. The DHS, FPS HQ EEO serves various organizations and directorates within DHS and the Office of Inspector General (OIG).

02. Scope

DHS, FPS HQ EEO has a need for support services that shall be provided through the DHS FPS HQ. Under this requirement, DHS, FPS HQ EEO services shall be provided in support of Office of Inspector General (OIG) federal employees, DHS, FPS federal employees and all applicants for employment involved with or requiring equal employment opportunity investigations, counseling and mediation services. All DHS, FPS HQ EEO support services provided for under this scope of work shall be performed in accordance with the Equal Employment Opportunity Commission (EEOC) regulations set forth at 29 CFR Part 1614; EEOC Management Directive (MD-110), and any applicable laws, statutes, regulations, and/or directives. The DHS, FPS HQ EEO ensures that programs, policies and procedures involving internal and external equal employment opportunity matters are addressed in an integrated and comprehensive manner.

03. Objective

The objective of this effort is to provide investigation, counseling and mediation services in accordance with the aforementioned regulations, directives, laws and statutes. The investigation, counseling and mediation services shall directly support DHS, FPS HQ EEO ensuring equal employment opportunity matters are addressed in an integrated and comprehensive manner.

03.1 Investigation Support Services

03.1.1 Purpose

The purpose of the investigation services detailed herein is to obtain documentation and compile reports in conformance with the standards established by the EEOC. Investigation services must include evidence identified and obtained from all relevant sources. The provider of investigation services is responsible for gathering sufficient information that is relevant to the outstanding issues represented in a filed grievance and/or complaint. In direct support of the investigation efforts completed, a Report of Investigation (ROI) shall be prepared.

Efforts undertaken within this statement of work section 3.1, Investigation Support Services shall be provided for on a case by case basis. An investigation cases and/or consolidated investigation shall be supported based on the amount of relevant issues, grievances and/or complaints established and whether the case represents a continuing violation. All of the Investigation Support Services provided herein shall be done so in accordance with all regulatory timeframes outlined in 29 C.F.R. Part 1614 of the EEOC's regulations.

03.1.2 Associated Tasks

The contractor is responsible for all tasks required for completing a comprehensive and full investigation case in accordance with applicable laws and regulations. The duties and tasks associated with the investigation services detailed herein include, but are not limited to the following:

- Arrange interviews with complainant(s), witnesses, and managers relevant to the recognized issue, grievance or complaint. Compile and organize interview information and detail. Upon receipt of additional information and detail, the agency shall decide if the complaint is to be further investigated and if so, investigated as an individual case or a consolidated case.
- Assist in gathering relevant documentation such as statistical information, personnel data and objective evidence relevant to the recognized issue, grievance or complaint. Compile and organize relevant documentation. Such relevant documentation may include but is not limited to medical records that would verify injury or harm.
- Assist in securing testimony through questioning, further exchanges through written means to include letters or electronic mail, and/or on-site or telephonic affidavits. Compile and organize testimony. The testimony of the complainants and witnesses shall be prepared but shall not expand the scope of the investigation without prior agency approval.

- Prepare and Submit a ROI within sixty (60) business days of receipt of the recognized issue, grievance or complaint. The ROI shall be formally submitted in the following manner; an original, six paper copies and an electronic version. The ROI format shall be determined by the individual bureau, further format detail shall be provided after award. The agency shall review the ROI for sufficiency within fifteen (15) business days of receipt. Once deemed acceptable by the agency, all ROI's shall be mailed to the Equal Employment Officer/Director at an address to be provided after award.
- EEO investigative files shall be appropriately sanitized. Sanitization of an EEO investigative file shall remove the below list of information that is not to be released, except when the information is specifically for the complainant. EEO investigative files sanitization shall include but is not limited to the removal of the following information:
 - Current and past home addresses and telephone numbers
 - Birth date
 - Height
 - Weight
 - Marital status
 - Dependents
 - Military service number
 - Social Security Number
 - Education nonessential (to qualifications for selection)
 - Membership in organizations other than those related to employee's profession (or qualification for selection)
 - Medical information
 - Material pertaining to eligibility for 5 to 10-point veterans preference (other than the fact of such a preference)
 - Information pertaining to relatives and references
 - Answers on job application/resume and ranking sheets to the following questions:
 - honorable discharge?
 - communist affiliations?
 - fired or requested to resign from prior employment?
 - arrests and/or convictions?
 - Prior employment not related to employee's profession other than job title
 - Information regarding visits to foreign countries, unless on non-sensitive (i.e., non-investigatory) government business
 - Information pertaining to specific individuals officially investigated by employees, unless it is clear that an indictment was obtained, or that the fact of the investigation is public knowledge
- Recognize, and appropriately document the release of information and/or detail from existing vacancy announcement certification files. Such information and/or detail released shall include but is not limited to:
 - Selection certification memoranda with the names of the selected applicants, the complainant and the selecting official. All other applicant's names must be sanitized.

- Rating panel memoranda with the names, rankings, scores, evaluations, and qualifications of selected applicants and the complainant. All other applicant's names must be sanitized.
- Supervisory evaluations for promotion, reassignment or appointment.
- Job applications/resumes on selected applicants including the following detail:
 - Past federal/state/local government employment
 - Prior employment in the private sector related to an employee's duties
 - Educational background with qualified applicant for selection
 - Awards and honors received
 - Membership in professional organizations which added to qualifications for selection.
- All scores or rating of other applicants, without names.
- Any material relating to selection guidelines.
- Compile and organize EEO investigation files. The prepared EEO investigation files shall be provided to the Equal Employment Officer/Director. The prepared EEO investigation files shall be formally submitted in the following manner; an original and four sanitized copies of the investigative file and summary.

03.2 Equal Employment Opportunity Counseling Support Services

03.2.1 Purpose

The purpose of the equal employment opportunity counseling services described herein is to counsel aggrieved employees or applicants for employment who believe they have been discriminated against on the basis of race, color, religion, sex, national origin, age, disability, religious or disability accommodations, or in reprisal because of "opposition" activity or participation in the discrimination complaint process. All of the equal employment opportunity counseling services provided for herein must be performed in accordance with the Equal Employment Opportunity Commission regulations set forth at 29 C.F.R. Part 1614; EEOC Management Directive (MD)-110, Chapter 2 and any subsequent law, statute, regulation, or directive. EEO counseling services provided for under this requirement shall be provided for by personnel that have the required training as outlined in MD-110 as amended in 29 C.F.R. Part 1614, effective November 9, 1999. MD-110 describes in detail the procedures that must be followed when processing complaints of discrimination filed by federal employees and applicants for federal employment alleging employment discrimination. Additionally all regulatory timeframes outlined in 29 C.F.R, Part 1614 shall be recognized and adhered to under the support services provided herein. Efforts undertaken within this statement of work section 3.2, Equal Employment Opportunity Counseling Support Services shall be done so in accordance with all regulatory timeframes outlined in 29 C.F.R. Part 1614 of EEOC's regulations.

Efforts undertaken within this statement of work section 3.2, Counseling Support Services shall be provided for on a case by case basis. Where the requested counseling services are withdrawn prior to, during or at the conclusion of the initial interview with the aggrieved employee or applicant for employment the Contractor shall be compensated 25% of the total counseling case rate included within the awarded BPA. If the requested counseling services are withdrawn at any

time after the conclusion of the initial interview the Contractor shall be compensated at the total counseling case rate included within the awarded BPA.

03.2.2 Associated Tasks

The contractor is responsible for all tasks required for completing a comprehensive and full counseling case in accordance with applicable laws and regulations. The duties and tasks associated with the equal employment opportunity counseling services detailed herein include, but are not limited to the following:

- Assist DHS, FPS HQ EEO in appropriately managing and overseeing the entire counseling process
- Directly support recognized equal employment opportunity counseling cases; cases shall be assigned within three (3) business days of receipt with notice of assignment to the DHS, FPS HQ EEO.
- Prepare and submit case status reports on a weekly basis to the DHS, FPS HQ EEO; case status reports shall be submitted via electronic media by close of business (COB) the final working day of the week
- Prepare and submit to the DHS, FPS HQ EEO a counselor's report; the counselor's report shall be submitted within five (5) business days of conducting the final interview with the aggrieved or complainant personnel and shall be submitted via electronic media as well as submission of one (1) original hard copy accompanied by all supporting attachments
- Assist in advising the aggrieved or complainant personnel about the equal employment opportunity complaint process under 29 CFR Part 1614, and other avenues of relief; this shall include but is not limited to, advising the aggrieved or complainant personnel of their option to participate in the Alternative Dispute Resolution (ADR) program or to undergo traditional equal employment opportunity counseling; through this process the counseling services provided shall fully explain the agency's ADR program. Counseling services provided shall also develop and submit in writing, the requirements for initiating a formal equal employment opportunity complaint, if the dispute is not resolved through counseling or ADR.
- Assist in obtaining, recording, and analyzing issues, grievances and/or complaints to determine applicable prima facie elements; this shall also include assisting in determining and appropriately documenting the specific actions which caused the aggrieved person to believe they were a victim of discrimination
- Conduct independent inquiries and interviews and gather relevant documents, records, and information pertaining to the issue, grievance and/or complaint raised; compile and organize information and detail gathered.
- Assist in clearly defining the issues, grievances and/or complaints and obtain the aggrieved person's agreement in writing of the issues, grievances and/or complaints as framed; this shall include but is not limited to documenting all relevant dates for each allegation raised to ensure that the issues, grievances and/or complaints have been raised in a timely manner
- Assist in seeking resolution at the earliest possible stage and provide advice and assistance to managers, supervisors, and employees on ADR approaches and methods; this shall include but is not limited to documenting resolutions through settlement

- Notify DHS, FPS HQ EEO immediately if any agency witness deemed necessary is unavailable, difficult to contact, or uncooperative
- Analyze statistical data in all cases except for those in which the case is withdrawn at first contact; in the event relevant information and documentation has not been secured by the time of the final interview, conduct the final interview and submit all associated DHS, FPS HQ EEO reports and documents requested; specificity shall be included in the all reports and documents which reflect any matters that could justify a procedural dismissal; this shall include but is not limited to assisting in obtaining additional signed statements, if additional statements pertaining to the specific issue, grievance and/or complaint arise after the original statement is signed
- Ensure that amended MD-110, effective November 9,1999 is strictly followed as the guidance described in amended MD-110 details the procedures that shall be followed when processing complaints of discrimination filed by federal employees and applicants for federal employment alleging employment discrimination under the amended 1614 regulations.

03.3 Mediation Support Service

03.3.1 Purpose

The purpose of the mediation services described herein is to assist in analyzing recognized issues in dispute, to evaluate their importance and susceptibility to compromise, and to formulate ideas and practical suggestions for alternative solutions. The Contractor shall appropriately be able to handle situations of high intensity and deal effectively considering the circumstances and the involved personnel which may be of varying behavior, temperaments, prejudices and attitudes. Such workplace mediation shall be performed for cases involving agency employees, applicants for employment, former employees and management officials. Personnel providing mediation support services shall have a minimum of five (5) years of experience relating to the use of mediating techniques such as facilitation, negotiation and developing resolution options between opposing parties. As a part of the aforementioned five (5) years, the mediator shall also have experience mediating equal employment opportunity matters and shall have mediated as a lead mediator for a minimum of two (2) years. Equal employment opportunity mediation experience shall be related to one or more of the following statutes: Title VII of the Civil Rights Act of 1964, as amended; Civil Rights Act of 1991; Age Discrimination in Employment Act of 1967, as amended; Equal Pay Act of 1963, as amended; Rehabilitation Act of 1973, as amended; and the Americans with Disabilities Act of 1990, as amended. Additionally, personnel providing mediation support services shall have completed a mediation certification program prior to commencing work under this requirement. The completed mediation program shall have included basic and advanced courses, a practicum and have a working knowledge of principles, methods, practices, and techniques associated with mediation. For example in this instance, a working knowledge could be obtained through efforts completed as a certified mediator with a state or federal court system or work as a mediator facilitating employee and/or equal employment opportunity disputes. All mediation support services reflected herein shall be performed in accordance with the Equal Employment Opportunity Commission (EEOC)

regulations set forth at 29 C.F.R. Part 1614; EEOC Management Directive (MD-110), and any subsequent law, statute, regulation, or directive. DHS references cited in support of the mediation services to be provided under this statement of work section 3.3, include but are not limited to DHS Form 3090-1, Notice of Right to File and DHS Request for Mediation Form. DHS, FPS HQ EEO ensures that programs, policies and procedures involving internal and external equal employment opportunity matters are addressed in an integrated and comprehensive manner. Efforts undertaken within this statement of work section 3.3, Mediation Support Services shall be done so in accordance with all regulatory timeframes outlined in 29 C.F.R. Part 1614 of EEOC's regulations.

03.3.2 Associated Tasks

The duties and tasks associated with the mediation services detailed herein include, but are not limited to the following:

- Assist in mediating disputes between individual agency employees, applicants for employment, and DHS contractors with managers who believe they have been discriminated against on the basis of race, color, religion, sex, national origin, age, physical or mental disability, religion, retaliation/reprisal, sexual orientation, parental status and protected genetic information.
- Appropriately document resolutions reached through settlement agreements. Documentation shall include all applicable law, statute, regulation, or directive and DHS policy and procedural language.
- Assist in advising the aggrieved or complainant personnel of their rights and responsibilities in the equal employment opportunity process and the procedures for filing a complaint under 29 C.F.R. Part 1614.
- Assist in advising the aggrieved or complainant personnel about the equal employment opportunity complaint process under 29 CFR Part 1614, and other avenues of relief; this shall include but is not limited to, advising the aggrieved or complainant personnel of their option to participate in the Alternative Dispute Resolution (ADR) program or to undergo traditional equal employment opportunity counseling; through this process the counseling services provided shall fully explain the agency's ADR program. Counseling services provided shall also develop and submit in writing, the requirements for initiating a formal equal employment opportunity complaint, if the dispute is not resolved through counseling or ADR.
- Aid in determining the concerns in the recognized issue, grievance or complaint being raised within the request for mediation. Additionally, assisting in clearly defining and documenting the recognized concerns and subsequently obtaining the aggrieved or complainant personnel's request for mediation, in writing based on the recognized concerns as framed.
- Assist in seeking resolution at the earliest possible stage at the lowest possible level. Through the process of seeking resolution additionally provide advice and assistance to managers, supervisors, and employees on potential mediation approaches and methods. Efforts herein shall include but are not limited to documenting resolutions through settlement agreements or withdrawals; if the complaint is not resolved or withdrawn,

- Prepare and submit to the DHS, FPS HQ EEO associated reports to include the settlement agreement; the settlement agreement shall be submitted, via electronic media, within three (3) business days after the final mediation session is conducted. Additionally, the submission of the required evaluation report shall be made, via electronic media and one (1) original hard copy accompanied by all supporting attachments, within five (5) business days of the completion of the final mediation session.

04. Project Management

04.1 Purpose

Project management support shall be provided for in support of the aforementioned statement of work. The Government has identified the Project Manager position as a “key personnel” who shall be responsible for all efforts performed under this requirement. The Project Manager shall be a single point of contact for the Contracting Officer (CO)/Contracting Officer’s Representative (COR). The name of Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government as part of the Contractor's proposal. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this task order. In the event the Project Manager must be replaced, they shall be replaced by another Project Manger with qualifications equal to or better than those of the existing Project Manager. The Project Manager shall not be replaced without prior approval from the Contracting Officer. The tasks associated with the Project Manager and supporting project management function are included but not limited to the following:

04.2 Kick-Off Meeting

The Project Manager shall support a kick-off meeting with the CO/COR no later than (NLT) fifteen (15) business days after the date of award. The purpose of the kick-off meeting will be to discuss technical and contracting objectives of this effort and to review the proposed project plan. The kick-off meeting will be conducted via telephone.

04.3 Project Plan

The Project Manager shall provide a proposed project plan at the kick-off meeting for Government review and comment. A final project plan shall be provided to the CO/COR NLT ten (10) business days after the kick-off meeting.

The project plan shall clearly outline the contractors approach to the included scope of work and the strategy for providing the appropriate resources for the successful execution thereof.

04.4 Progress Reports

The Project Manager shall provide a weekly progress report to the CO/COR via electronic mail. This report shall include a summary of all work performed, including an assessment of technical progress, schedule status, any travel conducted and any concerns, issues or recommendations for the reported period.

04.5 Progress Meetings

The Project Manager shall support a monthly meeting with the CO and/or COR. The monthly progress meeting shall be conducted via telephone as required. The purpose of the progress meeting will be to discuss technical and contracting topics as outlined in the weekly progress reports submitted. The progress meeting shall also represent a forum for discussions on any concerns, issues or recommendations for the reported month.

05. Required Government Efforts

Inherently Governmental services as identified in FAR 7.503 are prohibited under this requirement. In the event a potential Inherently Governmental function as reflected in FAR 7.503 (list is not all inclusive) or as otherwise stated is considered the Contracting Officer shall be immediately notified prior to the initiation of work.

Through the successful completion of the aforementioned DHS, FPS HQ EEO support services certain ancillary activities may only be performed by Federal employees. Those specific activities to include but not limited to those immediately noted below, in addition to all Inherently Governmental functions as referenced above shall not be performed under this statement of work.

- Federal employees shall be responsible for initiating the requirement for individual counseling services after the need has been appropriately identified. In circumstances where the need for individual counseling services has been identified, the Federal employee shall promptly forward the case file as well as informal complaint documents, if applicable and a summary of the circumstances or claims(s) of the complaint.
- Federal employee shall ensure that accommodations in support of efforts conducted herein are available, when required. Accommodations shall include, but are not limited to, a private meeting place, access to telephone and copy machine, and upon request, provide reasonable accommodations or aids for persons with disabilities.
- Federal employee shall be responsible for informing agency personnel that failure to cooperate with the efforts conducted under this statement of work may result in disciplinary action and/or drawing of adverse inference(s).
- Federal employee shall be the sole provider of all structured mediations.

06. Deliverables

The Contracting Officer's Technical Representative (COTR), or other persons designated by the COTR and approved by the Contracting Officer, will review all draft and final deliverables to

ensure accuracy, functionality, completeness, professional quality, and overall compliance with requirements detailed in the above statement of work. The Contractor shall ensure the accuracy and completeness of all deliverables. The Government will consider errors, misleading statements, incomplete, irrelevant information, or repetition as deficiencies and the Contractor shall make corrections at no additional cost.

All deliverables shall be submitted in one (1) electronic copy, unless otherwise instructed by the COTR or as delineated within this statement of work, with read/write capability. Electronic copies shall be compatible with DHS systems and applications (Microsoft Office 2007 Applications).

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

Item	SOW	Deliverable	Due Date
1	3.1	Report of Investigation (ROI)	Sixty (60) business days of the recognized issue, grievance or complaint
2	3.2	Case Status Report	Weekly
3	3.2	Counselor Report	Five (5) business days of conducting the final interview with the aggrieved or complainant personnel
4	3.3	Settlement Agreement	Three (3) business days after the final mediation session is conducted
5	3.3	Evaluation Report	Five (5) business days of the completion of the final mediation session
6	4.3	Project Plan	Proposed Project Plan – At Kickoff Meeting; Final Project Plan - Ten (10) business days after the kick-off meeting
7	4.4	Progress Report	Weekly

III. PACKING AND MARKING

01. PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the COTR shall be paid by the Contractor.

02. MARKING

All information submitted to the Contracting Officer or the COTR shall clearly indicate the BPA and Task Order number (if applicable) for which the information is being submitted.

03. BRANDING

The Contractor shall comply with the requirements of any DHS Branding and Marking policies. As a matter of law, Federal criminal statutes prohibit unauthorized use of the DHS Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of the Seal. It is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document. Moreover, such references shall not imply in way an endorsement of a product, company or technology.

Request to use the DHS Seal must be submitted using the DHS Official Seal Usage Approval form. A copy of this form may be requested from the Contracting Officer. The comments section should be used to describe why use of the seal is being requested, and how it will be used. Completed forms shall be sent via e-mail to the Deputy Director of Strategic Communications for Public Affairs, and to the Contracting Officer.

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IV. INSPECTION AND ACCEPTANCE

01. INSPECTION AND ACCEPTANCE

Inspection and Acceptance of all services and/or items provided for under this requirement shall be done so in accordance with FAR 52.212-4(a), Contract Terms and Conditions – Commercial Items, Inspection/Acceptance.

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V. DELIVERIES OR PERFORMANCE

01. TERM OF EFFORT

The full term of this BPA will be five (5) years with a base period of one (1) year and four (4) one (1) year optional ordering periods. Each ordering period shall be complete with approved NTE investigation and counseling case totals, NTE mediation labor hour rates and a NTE Travel ceiling as quoted on the Pricing Schedule. The Contractor shall be given notice to proceed on individual task orders against the BPA and shall provide all contractual services. The BPA will be reviewed annually prior to any extension in accordance FAR 8.405-3.

Work under this BPA is expected to commence on or about August 20, 2012.

Performance periods shall be as follows:

Base Ordering Period:	8/20/2012 – 8/19/2013
Optional Ordering Period 1:	8/20/2013 – 8/19/2014
Optional Ordering Period 2:	8/20/2014 – 8/19/2015
Optional Ordering Period 3:	8/20/2015 – 8/19/2016
Optional Ordering Period 4:	8/20/2016 – 8/19/2017

02. TIME AND PLACE OF PERFORMANCE

Service schedules shall be further defined at the task order level and will be associated with the NTE investigation and counseling cases and NTE mediation labor hours required. Services provided in support of the investigation, counseling and mediation efforts that require communications with involved parties to include but not limited to federal employees, DHS, FPS federal employees and all applicants for employment shall be performed on a daily basis - 8 hours a day, between the hours of 6:00 am and 6:00 pm, 5 days a week, Monday through Friday, excluding Federal Holidays.

The primary place of performance shall be the Contractor's facility with occasional travel to the DHS, FPS Headquarters (HQ) Equal Employment Office (EEO), North Capitol Street, Washington DC. Additionally, as required, the Contractor, may be required to travel to other DHS Offices within the metro Washington DC area.

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VI. ADMINISTRATION DATA

01. SUBMISSION OF INVOICES

Invoices shall be submitted for payment within 30 days after completion of the prior month's services. Invoices shall be submitted via one of the following three methods:

1. By mail:

NPPD-FPS-Region HQ

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

2. By facsimile (fax): # 802-288-7658

The invoice submission shall include a cover sheet with the contractor's point of contact information and # of pages.

3. By e-mail: NPPDinvoice.consolidation@dhs.gov

1. The invoice number and FPS Region HQ shall be annotated in the subject line of the e-mail.
2. Only (1) invoice shall be submitted per e-mail message.
3. The invoice attached to the e-mail shall be in Portable Document Format (PDF)

Invoices submitted by other than these three methods will not be processed and will be returned.

Contractors shall provide an informational copy of each invoice to the Contracting Officer and the Contracting Officer's Technical Representative

(b)(6)

In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (JUNE 2010), the contractor shall annotate "FPS Region HQ" on the face of each invoice. Contractors shall submit only one invoice per contract per month unless otherwise authorized by the Contracting Officer. Failure to comply with these submission requirements will result in rejection of the invoice.

02. THE ROLE OF GOVERNMENT PERSONNEL AND ADMINISTRATION RESPONSIBILITY

A. Contracting Officer (CO)

1. The CO for this RFQ and resultant award is: Gregory Blaszkowski

(b)(6)

(b)(6)

2. The CO has the overall responsibility for the administration of the BPA and resultant Task Order. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the BPA or resultant Task Order's terms and conditions; make final decisions on unsatisfactory performance; terminate the BPA or resultant Task Order for convenience or cause; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

B. Contracting Officer's Technical Representative (COTR)

1. The COTR for this BPA and associated Orders is:

Primary COTR: Sandra F. Scott

(b)(6)

2. The COTR is designated to assist the CO in the discharge of his or her responsibilities when he or she is unable to be directly in touch with the task order work. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the task order, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the task order requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

3. After award of the Task Order, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR shall not make any decisions regarding the performance of the work under the call except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.

4. The Contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the Task Order or the COTR assumes duties not designated in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

VII. SPECIAL CONTRACT REQUIREMENTS

01. COMPENSATION FOR COUNSELING SERVICES

Efforts undertaken within this statement of work section 3.2, Counseling Support Services shall be provided for on a case by case basis. Where the requested counseling services are withdrawn prior to, during or at the conclusion of the initial interview with the aggrieved employee or applicant for employment the Contractor shall be compensated 25% of the total counseling case rate included within the awarded BPA. If the requested counseling services are withdrawn at any time after the conclusion of the initial interview the Contractor shall be compensated at the total counseling case rate included within the awarded BPA.

02. DISCLOSURE OF INFORMATION

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. However, marking of items will not necessarily preclude disclosure. All FOIA requests for procurement material will be handled according to agency procedures at 6 CFR Part 5, Subpart B.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this effort and must not be divulged or made known in any manner to any person except as may be necessary in the performance of this requirement.

(c) In performance of this effort, the Contractor assumes responsibility for the protection and confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. 641, Public Money, Property or Records. That section provides in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine as prescribed by Section 641, or imprisoned up to ten years, or both.

03. PERSONALLY IDENTIFIABLE INFORMATION (PII)

(a) The Contractor is responsible for submitting in a secure manner all PII generated and/or used in the execution of the investigation, counseling and mediation efforts within the SOW included herein. Specifically, establishing, managing and/or maintaining all PII herein shall be done so in a secure manner, to include but not limited to:

- i. Password protection or encryption via e-mail with the password provided out of band;
- ii. Coordinating the receipt of a fax prior to sending the fax; and
- iii. Using a tracking mechanism for packages that are physically mailed

(b) The Contractor agrees to immediately, and in no event later than one hour after discovery, report any actual or suspected breach of PII to the COTR and CO. Suspected breaches of PII include, but are not limited to, loss of control, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access whether physical or electronic. The Contractor is responsible for positively verifying that notification is received and acknowledgement by at least one of the foregoing Government parties.

(c) The Contractor shall have in place procedures and the capability to promptly notify any individual whose PII was, or is reasonably believed to have been, breached, as determined appropriate. The method and the content of any notification by the Contractor shall be coordinated with, and subject to the prior approval of the Government, based upon a risk analysis conducted by the Government in accordance with DHS Privacy incident handling guidance. Notification shall not proceed unless the Government has determined that:

- i. Notification is appropriate; and
- ii. Notification would not impede a law enforcement investigation or jeopardize national security

(d) Subject to Government analysis of the breach and the terms of its instructions to the Contractor regarding any resulting breach notification, a method of notification may include letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. A minimum a notification shall include:

- i. A brief description as to how the breach occurred;
- ii. A description of the types of personal information involved in the breach
- iii. A statement as to whether the information was encrypted or protected by other means;
- iv. Steps an individual may take to protect themselves;
- v. What is being done to investigate the breach, to mitigate losses and to protect against further breaches; and
- vi. Provide point of contact information identifying who affected individuals may contact for further information

(e) In the event that a PII breach occurs as a result of the violation of a term or condition of this effort by the Contractor or its employees, the Contractor shall, as directed by the CO and at no additional cost to the Government, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected

individuals for a period not to exceed twelve (12) months from discovery of the breach. Should the Government elect to provide and/or procure notification or identity protection services in response to a breach, the Contractor shall be responsible for reimbursing the Government for those expenses.

04. ADVERTISING, PUBLICIZING AWARDS and NEWS RELEASES

All press releases or announcements about agency programs, projects and contract awards need to be cleared by the Program Office and the CO. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services or equipment furnished pursuant to the provisions of this effort in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the CO.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

05. CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements herein, except for the Government Furnished Resources specified directly above.

06. CONTRACTOR PERSONNEL

PRIOR TO OFFICIALLY SUPPORTING EFFORTS UNDER THIS BPA ALL CONTRACTOR PERSONNEL WILL BE REQUIRED TO SIGN A NON-DISCLOSURE AGREEMENT (Attachment 5) AND SUBMIT IT TO THE COTR AND CO.

06.1 Employee Identification

Each employee of the Contractor shall carry or possess a Government issued identification card or badge while on Federal premises. The Contractor shall insure that all Government identifications are returned to the issuing agency when employees are terminated or upon expiration of the contract.

The CO may request the Contractor to be immediately removed from the work site(s) should it be determined that individuals are found to be unfit to perform the duties outlined in this SOW. The Contractor shall comply with any removal requests, but any such removal is limited to this contract and does not limit the Contractor, as the individual's employer, from placing the individual on other non-FPS projects or work. The determination to remove an employee may be made, but shall not be limited to, any of the following reasons:

- Failure to receive a clearance from GSA or a tenant agency.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal efficient operations of the Government or the general public
- Theft, vandalism, immoral conduct, or any other criminal actions.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- Improper use of Government identification.
- Violation of security procedures or regulations.

06.2 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to contract employees as necessary. The Contractor shall be responsible for ensuring, while on Federal premises, that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee shall adhere to standards of behavior that reflect credit on his/her self, his/her employer, and the Federal Government.

While on Federal premises, the Contractor shall ensure personnel present themselves in appropriate business attire for a professional office setting.

06.3 Work Performed by Others

The Contractor shall be responsible for managing and overseeing the activities of all sub-Contractor efforts, if any, used in the performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in this SOW.

06.4 Continued Eligibility

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

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

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

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

06.5 Non-Personal Services Statement

All Contractor employees performing services under this BPA and subsequent BPA Calls shall be controlled, directed, and supervised at all times by management personnel of the Contractor.

Contractor management shall ensure that employees properly comply with the performance work standards outlined in the SOW.

Contractor employees shall perform their duties independent of, and without the supervision of any government official.

The tasks, duties, and responsibilities set forth in the SOW shall not be interpreted or implemented in any manner that results in the following:

- In any Contractor employee creating or modifying Federal policy;
- Obligating the appropriated funds of the United States Government;
- Overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR).

07. SECURITY REQUIREMENTS

1. The procedures outlined below shall be followed for the DHS Office of the Chief Security Officer (OCSO), Personnel Security Division (PSD) to process background investigations, Entry on Duty determinations, and Fitness determinations, as required, in a timely and efficient manner.
2. Carefully read the security clauses in the contract. Compliance with the security clauses in the contract is not optional.
3. Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring 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. All background investigations will be processed through the DHS OCSO/PSD. Prospective contractor employees shall submit the below completed forms to the DHS OCSO/PSD. The Standard Form (SF) 85-P must be completed electronically through the Office of Personnel Management's e-QIP SYSTEM. The SF-85P signature pages and other completed forms must be given to the OCSO/PSD no less than thirty (30) days before the start date of the contract or thirty (30) days prior to the requested entry on duty date, for all contractor employees whether a replacement, addition, subcontractor employee, or vendor.

Standard Form (SF) 85-P, "Questionnaire for Public Trust Positions"

SF-85P Certification

SF-85P Authorization for Release of Information

FD Form 258, "Fingerprint Card" (2 copies)

DHS Form 11000-6 "Conditional Access to Sensitive but Unclassified Information NDA"

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

Only complete packages will be accepted by the DHS OCSO/PSD. Specific instructions on submission of packages will be provided upon award of the contract.

4. The DHS OCSO/PSD may, as it deems appropriate, authorize and grant a favorable Entry on Duty (EOD) decision based on preliminary checks. A favorable EOD decision allows a contractor employee to commence work temporarily prior to the completion of the full background investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable Fitness determination will follow. In addition, a favorable EOD or Fitness determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to Government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD or Fitness determination by the DHS OCSO/PSD.

Limited access to Government buildings is allowable without an EOD decision if the Contractor is escorted by a Government employee and the purpose of the visit is to attend a limited number of required briefings or nonrecurring meetings in order to facilitate the transition of a contract. The intent of this statement is to allow a minimum amount of meeting / transition attendances to prepare for the new contract.

5. The DHS OCSO/PSD shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer's Technical Representative (COTR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COTR, referencing the pass or card number, name of individual to whom it was issued and the last known location and disposition of the pass or card.

6. When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have a favorable Entry on Duty or Fitness determination by the DHS Office of the Chief Security Officer (OCSO), Personnel Security Division (PSD), to access this information.

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).

08. SECTION 508 COMPLIANCE

Section 508 refers to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d). Section 508 assessments are required of all systems and are intended to ensure that individuals with disabilities have comparable access to and use of information and data comparable to the access provided to individuals without disabilities (unless this would pose an undo burden on the Federal Agency). The assessment is not to include physical access at any defined-benefit technology solution-related site. The 508 assessment shall be performed by the Office of Personnel Management (OPM). The successful Contractor shall make accessible to the Government, or its designee, information systems residing in the Contractor's, or as appropriate sub-Contractor's, facilities that support the operations and assets of the Government as part of this effort so that the 508 assessment may be performed.

All Electronic and Information Technology (EIT) procured through this effort must meet applicable accessibility standards at 29 U.S.C. 794d and 36 C.F.R. 1194, unless an exception to this requirement exists as determined by the Government. See 29 U.S.C. 794d at <http://www.section508.gov/index.cfm?Fuseaction=Content&ID=2> and 36 C.F.R. 1194 implementation Section 508 of the Rehabilitation Act of 1973, as amended, at <http://www.access-board.gov/sec508/508standards.htm> - PART 1194.

The following standards are applicable to this procurement:

1. 1194.21 Software applications and operating systems.
2. 1194.22 Web-based intranet and internet information and applications.
3. 1194.23 Telecommunications products.
4. 1194.24 Video and multimedia products.
5. 1194.31 Functional performance criteria.
6. 1194.41 Information, documentation and support.

Note: The 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

VIII. ADDITIONAL TERMS AND CONDITIONS

In addition to the provisions/clauses in your General Services Administration (GSA) **Schedule 738 X**, Human Resources and Equal Employment Opportunity Services Contract, specifically **Category 595 25**, Equal Employment Opportunity Services., the following clauses from the Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) are incorporated into this Blanket Purchase Agreement (BPA).

The Contractor acknowledges that their company specific data is current and accurate in the Online Representation and Certification Application (ORCA) located electronically at the following address: <https://orca.bpn.gov/>

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

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

Fixed Price provisions and clauses incorporated shall be applicable to Investigation Case and Counseling Case awarded contract line items. Labor Hour and Time and Material provisions and clauses incorporated shall be applicable to Mediation Services and Travel awarded contract line items.

NUMBER	TITLE/DATE
Additional FAR Clauses	
52.204-7	Central Contractor Registration FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel JAN 2011
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. DEC 2010
52.219-6	Notice of Total Small Business Set-Aside JUN 2003
52.219-14	Limitations on Subcontracting DEC 1996
52.222-50	Combating Trafficking in Person FEB 2009
52.223-6	Drug-Free Workplace MAY 2001
52.232-18	Availability of Funds APR 1984
52.237-3	Continuity of Services JAN 1991
52.242-15	Stop Work Order AUG 1989
52.245-9	Use and Charges APR 2012
DHS Clauses/Provisions	
3052.225-70	Requirement for Use of Certain Domestic Commodities AUG 2009
3052.228-70	Insurance DEC 2003
3052.242.71	Dissemination of Contract Information DEC 2003

**FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters
(Feb 2012)**

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

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

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months.

(End of clause)

HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (Jun 2006)

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

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.

Within 60 days after contract award, the Contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Offeror's proposal. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

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

The IT security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or

transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

Examples of tasks that require security provisions include:

- Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the Contractor's copy be corrupted; and
- Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

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.

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. 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 during and after contract performance.

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

(End of clause)

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 an acquisition described in section 835(b)(1) 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 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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)

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

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

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

(End of clause)

THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK.

IX. ATTACHMENTS

ATTACHMENT 1 - NON-DISCLOSURE AGREEMENT (NDA)

**ATTACHMENT 1
NON-DISCLOSURE AGREEMENT (NDA) FORM**

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT

I, _____, an individual official, employee, consultant, or subcontractor of or to _____ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:	Protected Critical Infrastructure Information (PCII)
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I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:	Sensitive Security Information (SSI)
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I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:	Other Sensitive but Unclassified (SBU)
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As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, 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 or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
Acknowledgement

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature: _____ Date: _____

WITNESS:

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

Signature: _____ Date: _____

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00001 9/27/2012 N/A

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than Item 5) CODE
 OPO/FPS/EAST CCG/ U.S. Dept. of Homeland Security
 NPPD/FPS/East CCG/Region 3
 U.S. Dept. of Homeland Security
 Federal Protective Service
 Office of Procurement Operations
 701 Market Street, Suite (b)(6)
 Philadelphia PA 19106

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 JDG ASSOCIATES, INC. (x)
 27 SCENIC LOOP
 BOERNE TX 780068608
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. (x)
 HSHQEH-12-A-00005
 10B. DATED (SEE ITEM 13)
 08/10/2012

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)
 N/A

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X Bilateral; FAR 52.212-4(c)

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.)
 GSA Contract #: GS-22F-9735H
 The purpose of this modification, P00001 to awarded Blanket Purchase Agreement (BPA) HSHQEH-12-A-00005 is to remove a requirement included within BPA Section II. Statement of Work (SOW). The removal of the requirement further detailed below is done so through the mutual agreement of the awarded vendor, JDG Associates and the Government. This modification represents no change to the total awarded item and level of effort quantities or to the total awarded not to exceed (NTE) ceiling price.

1. The following requirement has been removed from BPA HSHQEH-12-A-00005, Section II. Statement of Work (SOW), page 13, paragraph 3.2.2 Associated Tasks (Counseling Support Services);
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6) Gregory Blaszkos
 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (b)(6) 9-27-2012

NAME OF OFFEROR OR CONTRACTOR
JDG ASSOCIATES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"this shall include but is not limited to assisting in obtaining additional signed statements, if additional statements pertaining to the specific issue, grievance and/or complaint arise after the original statement is signed."</p> <p>2. Updated Section II. Statement of Work (SOW) is included as an attachment to this modification, P00001 to BPA HSHQEH-12-A-00005.</p> <p>3. All other terms and conditions of the subject BPA HSHQEH-12-A-00005 remain in full effect.</p> <p>ATTACHMENT 1: Section II. Statement of Work (SOW)</p> <p>DO/DPAS Rating: NONE Period of Performance: 08/20/2012 to 08/19/2017</p>				

Section II – Statement of Work (SOW)

II. STATEMENT OF WORK (SOW)

Inherently Governmental services as identified in FAR 7.503 are prohibited under this requirement. In the event an inherently Governmental function as reflected in FAR 7.503 (list is not all inclusive) is considered the Contracting Officer shall be immediately notified.

01. Background

The Federal Protective Service (FPS) was established in 1971 as the uniformed force of the General Services Administration (GSA). On March 1, 2003 the Homeland Security Act of 2002 moved FPS to the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE). On October 28, 2009, FPS transferred to the National Protection and Programs Directorate (NPPD) with the continued mission of performing essential functions in support of the Federal Executive Branch.

DHS, NPPD ensures that proper steps are taken to safeguard the Nation's critical infrastructure and key resources (CIKR), to protect the Nation's cyber security and telecommunications, and to implement interoperable systems and networks to facilitate effective emergency communications. DHS, NPPD also promotes the implementation and standardization of consistent risk management approaches across DHS as well as the Nation in order to protect high-risk CIKR assets, to further enhance the security of citizens and people traveling to the United States and to promote an integrated national approach to homeland security protection activities. In recognition of the aforementioned activities, FPS has aligned with NPPD based on their similar organizational missions.

DHS, FPS Headquarters (HQ) Equal Employment Office (EEO) reports directly to the Office of the Deputy Officer for Equal Employment Opportunity. DHS, FPS HQ EEO is responsible for the overall management, administration and oversight of the HQ EEO programs, including, but not limited to, Affirmative Employment, Reasonable Accommodation, Selective Placement, Disabled Veterans, EEO Training, Alternative Dispute Resolution (ADR) and EEO Complaints Processing. The DHS, FPS HQ EEO serves various organizations and directorates within DHS and the Office of Inspector General (OIG).

02. Scope

DHS, FPS HQ EEO has a need for support services that shall be provided through the DHS FPS HQ. Under this requirement, DHS, FPS HQ EEO services shall be provided in support of Office of Inspector General (OIG) federal employees, DHS, FPS federal employees and all applicants for employment involved with or requiring equal employment opportunity investigations, counseling and mediation services. All DHS, FPS HQ EEO support services provided for under this scope of work shall be performed in accordance with the Equal Employment Opportunity Commission (EEOC) regulations set forth at 29 CFR Part 1614; EEOC Management Directive (MD-110), and any applicable laws, statutes, regulations, and/or directives. The DHS, FPS HQ EEO ensures that programs, policies and procedures involving internal and external equal employment opportunity matters are addressed in an integrated and comprehensive manner.

Section II – Statement of Work (SOW)

03. Objective

The objective of this effort is to provide investigation, counseling and mediation services in accordance with the aforementioned regulations, directives, laws and statutes. The investigation, counseling and mediation services shall directly support DHS, FPS HQ EEO ensuring equal employment opportunity matters are addressed in an integrated and comprehensive manner.

03.1 Investigation Support Services

03.1.1 Purpose

The purpose of the investigation services detailed herein is to obtain documentation and compile reports in conformance with the standards established by the EEOC. Investigation services must include evidence identified and obtained from all relevant sources. The provider of investigation services is responsible for gathering sufficient information that is relevant to the outstanding issues represented in a filed grievance and/or complaint. In direct support of the investigation efforts completed, a Report of Investigation (ROI) shall be prepared.

Efforts undertaken within this statement of work section 3.1, Investigation Support Services shall be provided for on a case by case basis. An investigation cases and/or consolidated investigation shall be supported based on the amount of relevant issues, grievances and/or complaints established and whether the case represents a continuing violation. All of the Investigation Support Services provided herein shall be done so in accordance with all regulatory timeframes outlined in 29 C.F.R. Part 1614 of the EEOC's regulations.

03.1.2 Associated Tasks

The contractor is responsible for all tasks required for completing a comprehensive and full investigation case in accordance with applicable laws and regulations. The duties and tasks associated with the investigation services detailed herein include, but are not limited to the following:

- Arrange interviews with complainant(s), witnesses, and managers relevant to the recognized issue, grievance or complaint. Compile and organize interview information and detail. Upon receipt of additional information and detail, the agency shall decide if the complaint is to be further investigated and if so, investigated as an individual case or a consolidated case.
- Assist in gathering relevant documentation such as statistical information, personnel data and objective evidence relevant to the recognized issue, grievance or complaint. Compile and organize relevant documentation. Such relevant documentation may include but is not limited to medical records that would verify injury or harm.
- Assist in securing testimony through questioning, further exchanges through written means to include letters or electronic mail, and/or on-site or telephonic affidavits. Compile and organize testimony. The testimony of the complainants and witnesses shall be prepared but shall not expand the scope of the investigation without prior agency approval.
- Prepare and Submit a ROI within sixty (60) business days of receipt of the recognized issue, grievance or complaint. The ROI shall be formally submitted in the following manner; an

Section II – Statement of Work (SOW)

original, six paper copies and an electronic version. The ROI format shall be determined by the individual bureau, further format detail shall be provided after award. The agency shall review the ROI for sufficiency within fifteen (15) business days of receipt. Once deemed acceptable by the agency, all ROI's shall be mailed to the Equal Employment Officer/Director at an address to be provided after award.

- EEO investigative files shall be appropriately sanitized. Sanitization of an EEO investigative file shall remove the below list of information that is not to be released, except when the information is specifically for the complainant. EEO investigative files sanitization shall include but is not limited to the removal of the following information:
 - Current and past home addresses and telephone numbers
 - Birth date
 - Height
 - Weight
 - Marital status
 - Dependents
 - Military service number
 - Social Security Number
 - Education nonessential (to qualifications for selection)
 - Membership in organizations other than those related to employee's profession (or qualification for selection)
 - Medical information
 - Material pertaining to eligibility for 5 to 10-point veterans preference (other than the fact of such a preference)
 - Information pertaining to relatives and references
 - Answers on job application/resume and ranking sheets to the following questions:
 - honorable discharge?
 - communist affiliations?
 - fired or requested to resign from prior employment?
 - arrests and/or convictions?
 - Prior employment not related to employee's profession other than job title
 - Information regarding visits to foreign countries, unless on non-sensitive (i.e., non-investigatory) government business
 - Information pertaining to specific individuals officially investigated by employees, unless it is clear that an indictment was obtained, or that the fact of the investigation is public knowledge
- Recognize, and appropriately document the release of information and/or detail from existing vacancy announcement certification files. Such information and/or detail released shall include but is not limited to:
 - Selection certification memoranda with the names of the selected applicants, the complainant and the selecting official. All other applicant's names must be sanitized.
 - Rating panel memoranda with the names, rankings, scores, evaluations, and qualifications of selected applicants and the complainant. All other applicant's names must be sanitized.
 - Supervisory evaluations for promotion, reassignment or appointment.

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- Job applications/resumes on selected applicants including the following detail:
 - Past federal/state/local government employment
 - Prior employment in the private sector related to an employee's duties
 - Educational background with qualified applicant for selection
 - Awards and honors received
 - Membership in professional organizations which added to qualifications for selection.
- All scores or rating of other applicants, without names.
- Any material relating to selection guidelines.

- Compile and organize EEO investigation files. The prepared EEO investigation files shall be provided to the Equal Employment Officer/Director. The prepared EEO investigation files shall be formally submitted in the following manner; an original and four sanitized copies of the investigative file and summary.

03.2 Equal Employment Opportunity Counseling Support Services

03.2.1 Purpose

The purpose of the equal employment opportunity counseling services described herein is to counsel aggrieved employees or applicants for employment who believe they have been discriminated against on the basis of race, color, religion, sex, national origin, age, disability, religious or disability accommodations, or in reprisal because of "opposition" activity or participation in the discrimination complaint process. All of the equal employment opportunity counseling services provided for herein must be performed in accordance with the Equal Employment Opportunity Commission regulations set forth at 29 C.F.R. Part 1614; EEOC Management Directive (MD)-110, Chapter 2 and any subsequent law, statute, regulation, or directive. EEO counseling services provided for under this requirement shall be provided for by personnel that have the required training as outlined in MD-110 as amended in 29 C.F.R. Part 1614, effective November 9, 1999. MD-110 describes in detail the procedures that must be followed when processing complaints of discrimination filed by federal employees and applicants for federal employment alleging employment discrimination. Additionally all regulatory timeframes outlined in 29 C.F.R, Part 1614 shall be recognized and adhered to under the support services provided herein. Efforts undertaken within this statement of work section 3.2, Equal Employment Opportunity Counseling Support Services shall be done so in accordance with all regulatory timeframes outlined in 29 C.F.R. Part 1614 of EEOC's regulations.

Efforts undertaken within this statement of work section 3.2, Counseling Support Services shall be provided for on a case by case basis. Where the requested counseling services are withdrawn prior to, during or at the conclusion of the initial interview with the aggrieved employee or applicant for employment the Contractor shall be compensated 25% of the total counseling case rate included within the awarded BPA. If the requested counseling services are withdrawn at any time after the conclusion of the initial interview the Contractor shall be compensated at the total counseling case rate included within the awarded BPA.

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03.2.2 Associated Tasks

The contractor is responsible for all tasks required for completing a comprehensive and full counseling case in accordance with applicable laws and regulations. The duties and tasks associated with the equal employment opportunity counseling services detailed herein include, but are not limited to the following:

- Assist DHS, FPS HQ EEO in appropriately managing and overseeing the entire counseling process
- Directly support recognized equal employment opportunity counseling cases; cases shall be assigned within three (3) business days of receipt with notice of assignment to the DHS, FPS HQ EEO.
- Prepare and submit case status reports on a weekly basis to the DHS, FPS HQ EEO; case status reports shall be submitted via electronic media by close of business (COB) the final working day of the week
- Prepare and submit to the DHS, FPS HQ EEO a counselor's report; the counselor's report shall be submitted within five (5) business days of conducting the final interview with the aggrieved or complainant personnel and shall be submitted via electronic media as well as submission of one (1) original hard copy accompanied by all supporting attachments
- Assist in advising the aggrieved or complainant personnel about the equal employment opportunity complaint process under 29 CFR Part 1614, and other avenues of relief; this shall include but is not limited to, advising the aggrieved or complainant personnel of their option to participate in the Alternative Dispute Resolution (ADR) program or to undergo traditional equal employment opportunity counseling; through this process the counseling services provided shall fully explain the agency's ADR program. Counseling services provided shall also develop and submit in writing, the requirements for initiating a formal equal employment opportunity complaint, if the dispute is not resolved through counseling or ADR.
- Assist in obtaining, recording, and analyzing issues, grievances and/or complaints to determine applicable prima facie elements; this shall also include assisting in determining and appropriately documenting the specific actions which caused the aggrieved person to believe they were a victim of discrimination
- Conduct independent inquiries and interviews and gather relevant documents, records, and information pertaining to the issue, grievance and/or complaint raised; compile and organize information and detail gathered.
- Assist in clearly defining the issues, grievances and/or complaints and obtain the aggrieved person's agreement in writing of the issues, grievances and/or complaints as framed; this shall include but is not limited to documenting all relevant dates for each allegation raised to ensure that the issues, grievances and/or complaints have been raised in a timely manner
- Assist in seeking resolution at the earliest possible stage and provide advice and assistance to managers, supervisors, and employees on ADR approaches and methods; this shall include but is not limited to documenting resolutions through settlement agreements or withdrawals; if the complaint is not resolved or withdrawn, advise complainants of their right to file a formal discrimination complaint.
- Notify DHS, FPS HQ EEO immediately if any agency witness deemed necessary is unavailable, difficult to contact, or uncooperative

Section II – Statement of Work (SOW)

- Analyze statistical data in all cases except for those in which the case is withdrawn at first contact; in the event relevant information and documentation has not been secured by the time of the final interview, conduct the final interview and submit all associated DHS, FPS HQ EEO reports and documents requested; specificity shall be included in the all reports and documents which reflect any matters that could justify a procedural dismissal.
- Ensure that amended MD-110, effective November 9,1999 is strictly followed as the guidance described in amended MD-110 details the procedures that shall be followed when processing complaints of discrimination filed by federal employees and applicants for federal employment alleging employment discrimination under the amended 1614 regulations.

03.3 Mediation Support Service

03.3.1 Purpose

The purpose of the mediation services described herein is to assist in analyzing recognized issues in dispute, to evaluate their importance and susceptibility to compromise, and to formulate ideas and practical suggestions for alternative solutions. The Contractor shall appropriately be able to handle situations of high intensity and deal effectively considering the circumstances and the involved personnel which may be of varying behavior, temperaments, prejudices and attitudes. Such workplace mediation shall be performed for cases involving agency employees, applicants for employment, former employees and management officials. Personnel providing mediation support services shall have a minimum of five (5) years of experience relating to the use of mediating techniques such as facilitation, negotiation and developing resolution options between opposing parties. As a part of the aforementioned five (5) years, the mediator shall also have experience mediating equal employment opportunity matters and shall have mediated as a lead mediator for a minimum of two (2) years. Equal employment opportunity mediation experience shall be related to one or more of the following statutes: Title VII of the Civil Rights Act of 1964, as amended; Civil Rights Act of 1991; Age Discrimination in Employment Act of 1967, as amended; Equal Pay Act of 1963, as amended; Rehabilitation Act of 1973, as amended; and the Americans with Disabilities Act of 1990, as amended. Additionally, personnel providing mediation support services shall have completed a mediation certification program prior to commencing work under this requirement. The completed mediation program shall have included basic and advanced courses, a practicum and have a working knowledge of principles, methods, practices, and techniques associated with mediation. For example in this instance, a working knowledge could be obtained through efforts completed as a certified mediator with a state or federal court system or work as a mediator facilitating employee and/or equal employment opportunity disputes. All mediation support services reflected herein shall be performed in accordance with the Equal Employment Opportunity Commission (EEOC) regulations set forth at 29 C.F.R. Part 1614; EEOC Management Directive (MD-110), and any subsequent law, statute, regulation, or directive. DHS references cited in support of the mediation services to be provided under this statement of work section 3.3, include but are not limited to DHS Form 3090-1, Notice of Right to File and DHS Request for Mediation Form. DHS, FPS HQ EEO ensures that programs, policies and procedures involving internal and external equal employment opportunity matters are addressed in an integrated and comprehensive manner. Efforts undertaken within this statement of work section 3.3, Mediation Support Services shall be done so in accordance with all regulatory timeframes outlined in 29 C.F.R. Part 1614 of EEOC's regulations.

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03.3.2 Associated Tasks

The duties and tasks associated with the mediation services detailed herein include, but are not limited to the following:

- Assist in mediating disputes between individual agency employees, applicants for employment, and DHS contractors with managers who believe they have been discriminated against on the basis of race, color, religion, sex, national origin, age, physical or mental disability, religion, retaliation/reprisal, sexual orientation, parental status and protected genetic information.
- Appropriately document resolutions reached through settlement agreements. Documentation shall include all applicable law, statute, regulation, or directive and DHS policy and procedural language.
- Assist in advising the aggrieved or complainant personnel of their rights and responsibilities in the equal employment opportunity process and the procedures for filing a complaint under 29 C.F.R. Part 1614.
- Assist in advising the aggrieved or complainant personnel about the equal employment opportunity complaint process under 29 CFR Part 1614, and other avenues of relief; this shall include but is not limited to, advising the aggrieved or complainant personnel of their option to participate in the Alternative Dispute Resolution (ADR) program or to undergo traditional equal employment opportunity counseling; through this process the counseling services provided shall fully explain the agency's ADR program. Counseling services provided shall also develop and submit in writing, the requirements for initiating a formal equal employment opportunity complaint, if the dispute is not resolved through counseling or ADR.
- Aid in determining the concerns in the recognized issue, grievance or complaint being raised within the request for mediation. Additionally, assisting in clearly defining and documenting the recognized concerns and subsequently obtaining the aggrieved or complainant personnel's request for mediation, in writing based on the recognized concerns as framed.
- Assist in seeking resolution at the earliest possible stage at the lowest possible level. Through the process of seeking resolution additionally provide advice and assistance to managers, supervisors, and employees on potential mediation approaches and methods. Efforts herein shall include but are not limited to documenting resolutions through settlement agreements or withdrawals; if the complaint is not resolved or withdrawn, advise the aggrieved or complainant personnel of their right to file a formal discrimination complaint.
- Prepare and submit to the DHS, FPS HQ EEO associated reports to include the settlement agreement; the settlement agreement shall be submitted, via electronic media, within three (3) business days after the final mediation session is conducted. Additionally, the submission of the required evaluation report shall be made, via electronic media and one (1) original hard copy accompanied by all supporting attachments, within five (5) business days of the completion of the final mediation session.

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04. Project Management

04.1 Purpose

Project management support shall be provided for in support of the aforementioned statement of work. The Government has identified the Project Manager position as a “key personnel” who shall be responsible for all efforts performed under this requirement. The Project Manager shall be a single point of contact for the Contracting Officer (CO)/Contracting Officer’s Representative (COR). The name of Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government as part of the Contractor's proposal. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this task order. In the event the Project Manager must be replaced, they shall be replaced by another Project Manger with qualifications equal to or better than those of the existing Project Manager. The Project Manager shall not be replaced without prior approval from the Contracting Officer. The tasks associated with the Project Manager and supporting project management function are included but not limited to the following:

04.2 Kick-Off Meeting

The Project Manager shall support a kick-off meeting with the CO/COR no later than (NLT) fifteen (15) business days after the date of award. The purpose of the kick-off meeting will be to discuss technical and contracting objectives of this effort and to review the proposed project plan. The kick-off meeting will be conducted via telephone.

04.3 Project Plan

The Project Manager shall provide a proposed project plan at the kick-off meeting for Government review and comment. A final project plan shall be provided to the CO/COR NLT ten (10) business days after the kick-off meeting.

The project plan shall clearly outline the contractors approach to the included scope of work and the strategy for providing the appropriate resources for the successful execution thereof.

04.4 Progress Reports

The Project Manager shall provide a weekly progress report to the CO/COR via electronic mail. This report shall include a summary of all work performed, including an assessment of technical progress, schedule status, any travel conducted and any concerns, issues or recommendations for the reported period.

04.5 Progress Meetings

The Project Manager shall support a monthly meeting with the CO and/or COR. The monthly progress meeting shall be conducted via telephone as required. The purpose of the progress meeting will be to discuss technical and contracting topics as outlined in the weekly progress reports

BPA HSHQEH-12-A-00005

Section II – Statement of Work (SOW)

submitted. The progress meeting shall also represent a forum for discussions on any concerns, issues or recommendations for the reported month.

05. Required Government Efforts

Inherently Governmental services as identified in FAR 7.503 are prohibited under this requirement. In the event a potential Inherently Governmental function as reflected in FAR 7.503 (list is not all inclusive) or as otherwise stated is considered the Contracting Officer shall be immediately notified prior to the initiation of work.

Through the successful completion of the aforementioned DHS, FPS HQ EEO support services certain ancillary activities may only be performed by Federal employees. Those specific activities to include but not limited to those immediately noted below, in addition to all Inherently Governmental functions as referenced above shall not be performed under this statement of work.

- Federal employees shall be responsible for initiating the requirement for individual counseling services after the need has been appropriately identified. In circumstances where the need for individual counseling services has been identified, the Federal employee shall promptly forward the case file as well as informal complaint documents, if applicable and a summary of the circumstances or claims(s) of the complaint.
- Federal employee shall ensure that accommodations in support of efforts conducted herein are available, when required. Accommodations shall include, but are not limited to, a private meeting place, access to telephone and copy machine, and upon request, provide reasonable accommodations or aids for persons with disabilities.
- Federal employee shall be responsible for informing agency personnel that failure to cooperate with the efforts conducted under this statement of work may result in disciplinary action and/or drawing of adverse inference(s).
- Federal employee shall be the sole provider of all structured mediations.

06. Deliverables

The Contracting Officer's Technical Representative (COTR), or other persons designated by the COTR and approved by the Contracting Officer, will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with requirements detailed in the above statement of work. The Contractor shall ensure the accuracy and completeness of all deliverables. The Government will consider errors, misleading statements, incomplete, irrelevant information, or repetition as deficiencies and the Contractor shall make corrections at no additional cost.

All deliverables shall be submitted in one (1) electronic copy, unless otherwise instructed by the COTR or as delineated within this statement of work, with read/write capability. Electronic copies shall be compatible with DHS systems and applications (Microsoft Office 2007 Applications).

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

Section II – Statement of Work (SOW)

Item	SOW	Deliverable	Due Date
1	3.1	Report of Investigation (ROI)	Sixty (60) business days of the recognized issue, grievance or complaint
2	3.2	Case Status Report	Weekly
3	3.2	Counselor Report	Five (5) business days of conducting the final interview with the aggrieved or complainant personnel
4	3.3	Settlement Agreement	Three (3) business days after the final mediation session is conducted
5	3.3	Evaluation Report	Five (5) business days of the completion of the final mediation session
6	4.3	Project Plan	Proposed Project Plan – At Kickoff Meeting; Final Project Plan - Ten (10) business days after the kick-off meeting
7	4.4	Progress Report	Weekly

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 08/20/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite (b)(6) Philadelphia PA 19106	7. ADMINISTERED BY (If other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: Gregory Blaszko Philadelphia PA 19106
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JDG ASSOCIATES INC 27 SCENIC LOOP BOERNE TX 780068608	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td>10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQEH-12-A-00005</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>10B. DATED (SEE ITEM 13) 08/10/2012</td> <td></td> </tr> </table>	9A. AMENDMENT OF SOLICITATION NO.	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQEH-12-A-00005	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 08/10/2012	
9A. AMENDMENT OF SOLICITATION NO.	<input checked="" type="checkbox"/>								
9B. DATED (SEE ITEM 11)									
10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQEH-12-A-00005	<input checked="" type="checkbox"/>								
10B. DATED (SEE ITEM 13) 08/10/2012									

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)
See Schedule

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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral; FAR 52.217-9, Option to Extend the Term of the Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GSA Contract #: GS-22F-9735H
DUNS Number: 624408167+0000
Blanket Purchase Agreement HSHQEH-12-A-00005 is awarded in support of the Department of Homeland Security (DHS), Federal Protective Service (FPS), Headquarters (HQ), Equal Employment Office providing for Investigation, Counseling and Mediation support services.

The purpose of this modification, P00002 to awarded BPA HSHQEH-12-A-00005 is to exercise Optional Ordering Period One. This modification is being executed at no additional cost to the Government and at no change in the total BPA HSHQEH-12-A-00005 ceiling amount.

1. In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, incorporated Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gregory Blaszko
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (b)(6)
15C. DATE SIGNED	16C. DATE SIGNED 8-7-2013

NAME OF OFFEROR OR CONTRACTOR
JDG ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>in full text within the subject awarded BPA, HSHQEH-12-A-00005, Optional Ordering Period One is being exercised herein. The ordering period for Optional Ordering Period One is 08/20/2013 through 08/19/2014. All applicable rates and associated not-to-exceed quantities and totals for Optional Ordering Period One as detailed below are in effect for the aforementioned performance period, 08/20/2013 through 08/19/2014.</p> <p>Optional Ordering Period One: 08/20/2013 - 08/19/2014</p> <p>Investigation Case - One Issue: QTY NTE 30 Cases; \$3,447.00 per case Investigation Case - Additional Issue: QTY NTE 70 Issues; \$255.00 per additional issue Investigation Case - Continuing Violation: QTY NTE 10 Cases; \$4,473.00 per case Consolidated Investigation Case - One Issue: QTY NTE 5 Cases; \$4,344.00 per case Consolidated Investigation Case - Additional Issue: QTY NTE 10 Cases; \$255.00 per additional issue Consolidated Investigation Case - Continuing Violation: QTY NTE 5 Cases; \$4,707.00 per case Counseling Case - Individual: QTY NTE 60 Cases; \$1,515.00 per case Mediation - Labor Rate (Per Labor Hour): QTY NTE 100 Cases; \$173.50 per labor hour Travel: NTE \$5,000 Travel Markup Rate: 0%</p> <p>2. All support services to be formally provided for against the subject BPA, HSHQEH-12-A-00004 shall be done so through a fully funded BPA Call.</p> <p>3. All other terms and conditions of the subject BPA HSHQEH-12-A-00004, subsequent modifications and General Services Administration (GSA) Contract GS-22F-9735H shall remain in full effect.</p> <p>Contracting Officer Gregory F. Blaszk</p> <div style="border: 1px solid black; width: fit-content; margin: 5px auto; padding: 2px;">(b)(6)</div> <p>Contracting Officer's Representative Sandra F. Scott Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
JDG ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div style="border: 1px solid black; width: fit-content; margin-bottom: 10px; padding: 2px;">(b)(6)</div> <p>DO/DPAS Rating: NONE Period of Performance: 08/20/2012 to 08/19/2017</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite (b)(6) Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/	7. ADMINISTERED BY (if other than Item 6) NPPD/FPS/East CCG/Region 3 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite (b)(6) Attn: Gregory Blaszko Philadelphia PA 19106	CODE OPO/FPS/EAST CCG/E
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JDG ASSOCIATES INC 27 SCENIC LOOP BOERNE TX 780068608		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6244081670000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQEH-12-A-00005	10B. DATED (SEE ITEM 13) 08/10/2012
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)

See Schedule

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.
X	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)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

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

GSA Contract #: GS-22F-9735H

DUNS Number: 624408167+0000

Blanket Purchase Agreement HSHQEH-12-A-00005 is awarded in support of the Department of Homeland Security (DHS), Federal Protective Service (FPS), Headquarters (HQ), Equal Employment Office providing for Investigation, Counseling and Mediation support services.

The purpose of this no additional cost to the Government administrative modification, P00003, to the subject Blanket Purchase Agreement (BPA) HSHQEH-12-A-00005 is to incorporate the recently updated Invoicing and Payments language. The updated Invoicing and Payments language further detailed below does not represent a change in the total BPA quantities, performance period or associated ceiling amount. Additionally, as this modification is Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gregory Blaszko
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 48 UNITED STATES OF AMERICA (b)(6)
15D. DATE SIGNED	16C. DATE SIGNED 9-5-2013

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
 JDG ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>being executed against the BPA, HSHQEH-12-A-00005, it does not direct work or obligate funding. All work to be performed shall be included within a formal awarded BPA Call complete with associated obligated funding.</p> <p>As such the following updated Invoicing and Payments language shall be incorporated into the subject BPA, Section VI. Administrative Data, paragraph 01. Submission of Invoices.</p> <p>01. SUBMISSION OF INVOICES</p> <p>01A. Submission of Invoices</p> <p>1. The contractor shall meet with the Contracting Officer and Contracting Officer's Representative upon request to discuss proper invoice preparation and submission. The contractor and government shall agree on a standardized invoice format to be used for submission of all invoices under this contract that meets the requirements of FAR 52.212-4 Contract Terms and Conditions Commercial Items, Paragraph (g) Invoice. Use of a standardized invoice format will facilitate timely invoice reviews and approvals. Failure to use the agreed standardized invoice format shall result in rejection of invoices.</p> <p>2. Invoices shall be submitted for payment within 30 days after completion of the prior month's services. Invoices shall not contain any employee Personally Identifiable Information (PII): Invoices shall be submitted via one of the following three methods:</p> <p>a. By mail: NPPD-FPS-Region HQ</p> <p>DHS, NPPD Financial Operations-Burlington P.O. Box 1279 Williston, VT 05495-1279 Attn: FPS Region HQ Invoice</p> <p>b. By facsimile (fax): # 802-288-7658. The invoice submission shall include a cover sheet with the contractor's point of contact information and # of pages.</p> <p>c. By e-mail: Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NPPDInvoice.Consolidation@ice.dhs.gov</p> <p>The invoice number and FPS Region HQ shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. The invoice attached to the e-mail shall be in Portable Document Format (PDF)</p> <p>Invoices submitted by other than these three methods will not be processed and will be returned.</p> <p>3. Contractors shall provide an informational copy of each invoice to the Contracting Officer at (b)(6) and the Contracting Officer's Representative (b)(6) concurrent with submission to the designated billing office referenced above.</p> <p>4. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions Commercial Items, (FEB 2012), the contractor shall include the following information:</p> <p>a. Annotate "FPS Region HQ" on the face of each invoice</p> <p>b. Clearly identify the period of performance for which the services were rendered or the date the supplies were delivered to the government (invoices for periods of performance that encompass less than a full month of service must show the specific dates that services were rendered).</p> <p>c. Cite the identical CLIN description on the invoice as what is cited within the CLIN description listed in the contract.</p> <p>d. Where there are variances between the requirements cited in the task order(s) and the work actually performed, the Contractor shall attach a separate sheet to the invoice detailing each instance of a variance.</p> <p>5. Contractors shall submit only one invoice per contract or order per month. Failure to comply with these submission requirements will result in rejection of the invoice.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
JDG ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6. Final invoices shall be marked "FINAL" and be accompanied by an executed Contractor's Release (DHS Form 700-3 (12/07)) available at http://dhsconnect.dhs.gov/forms/documents/DHS_Form_700-3.pdf or by request to the Contracting Officer. A release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out of or under this contract subject only to the exceptions listed at FAR 52.212-4 (ALT1), paragraph (i)(7)(i)-(iii) is a condition precedent to final payment.</p> <p>09B. Payments</p> <p>1. Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.</p> <p>2. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this contract. The criteria for deductions and adjustments below will be used by the Government in determining monetary deductions for nonperformance of work under this contract and for adjustments for deficiencies in the performance of work. In no event shall contractor invoice or the Government be obligated to pay for any hours in excess of the amount identified within the contract (inclusive of all modifications).</p> <p>3. The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. The Contractor shall compute the invoice price to reflect the actual amount of hours performed. Repeated substantiated errors in invoicing may adversely affect the performance assessments assigned during the pendency of the contract. Submission of false invoices shall be subject to contractual and legal actions.</p> <p>4. The Government will only pay for services actually rendered by the Contractor and funded on the task order. If variances are noted the Government will propose a price deduction.</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Any inquiries regarding payment shall be directed to the COR and/or CO.</p> <p>All other terms and conditions of the subject BPA HSHQEH-12-A-00005, subsequent modifications and General Services Administration (GSA) Contract GS-22F-9735H shall remain in full effect.</p> <p>Contracting Officer Gregory F. Blaszk</p> <div style="border: 1px solid black; width: fit-content; margin: 5px auto; padding: 2px;">(b)(6)</div> <p>Contracting Officer's Representative Sandra E. Scott</p> <div style="border: 1px solid black; width: fit-content; margin: 5px auto; padding: 2px;">(b)(6)</div> <p>DO/DPAS Rating: NONE Period of Performance: 08/20/2012 to 08/19/2017</p>				