

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

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

1. DATE OF ORDER 09/25/2010		2. CONTRACT NO. (if any) HSBP1010A00124		6. SHIP TO:		
3. ORDER NO.		4. REQUISITION/REFERENCE NO. 0020052520		a. NAME OF CONSIGNEE U.S. Customs and Border Protection National Finance Center		
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS 6650 Telecom Drive		
		c. CITY INDIANAPOLIS		d. STATE IN	e. ZIP CODE 46278	
7. TO:				f. SHIP VIA		
a. NAME OF CONTRACTOR CAREER MANAGEMENT ASSOC OF IOWA				8. TYPE OF ORDER		
b. COMPANY NAME of Iowa (b) (6)				<input checked="" type="checkbox"/> a. PURCHASE - Reference Your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 121 SE SHURFINE DR STE 4				<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY ANKENY		e. STATE IA	f. ZIP CODE 50021-5425		10. REQUISITIONING OFFICE Office of Administration Financial Operations	
9. ACCOUNTING AND APPROPRIATION DATA 6100.2525USCSGLCS0901602400Z00010400HQ01 OF2402525 CONTRACTOR TIN: 841628825				11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
12. F.O.B. POINT Destination		13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/30/2010
a. INSPECTION DESTINATION	b. ACCEPTANCE DESTINATION				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
10	Admin Support Services	1.000	AU			

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		TOT. (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:				
	a. NAME DHS - Customs & Border Protection National Finance Center				
	b. STREET ADDRESS (or P.O. Box) PO Box 68908				
	c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46268		

22. UNITED STATES OF AMERICA
BY (Signature)

(b) (6)

23. NAME (Typed)
Shaun G. Saad

(REV.)

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPR
Previous edition not usable

OPTIONAL FORM 347 (4/2006)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

DATE OF ORDER 09/27/2010	CONTRACT NO. (if any) HSBP1010A00124	ORDER NO.	PAGE OF PAGES 2 2
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Federal Tax Exempt ID: (b) (4)

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

The government hereby establishes a Blanket Purchase Agreement in accordance with the terms and conditions of this form and the (3) Attachments. The effective date of this Blanket Purchase Agreement will commence on Monday, Sep. 27, 2010 for the purpose of beginning the transition phase. The transition phase is anticipated to last 4 weeks at no cost to the Government and the physical start date is anticipated to be October 25, 2010.

This BPA expires on June 19th, 2015. This BPA may be renewed by the CBP Contracting Officer for option year(s) remaining in the BPA Holder's GSA FSS contract, if exercised by GSA. However, this BPA may not exceed a total of five (5) years in length (including any option years).

Points of Contact:

(b) (6), National Finance Center

(b) (6)

E-mail: (b) (6)

(b) (6), Revenue Division

(b) (6)

E-mail: (b) (6)

HSBP1010A00124

TERMS AND CONDITIONS

U.S. CUSTOMS and BORDER PROTECTION

Supplemental Clauses/Provisions
Commercial Item Acquisitions
BPA Number: HSBP1010A00124

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Admin Support Services	1.000	AU		

Total Funded Value of Award:

0.00

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0901602400Z00010400HQ01 OF2402525	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 6650 Telecom Drive Indianapolis, IN 46278	10	1.000	09/27/2010

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
CAREER MANAGEMENT ASSOCIATES OF IOWA, LLC

In the spirit of the Federal Acquisition Streamlining Act U S Customs and Border Protection and CAREER MANAGEMENT ASSOCIATES OF IOWA, LLC enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract GS-07F-5894R.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures:

(b) (6)

AGENCY

9/27/10

DATE

(b) (6)

25 SEP 10

DATE

**U.S. CUSTOMS AND BORDER PROTECTION
BLANKET PURCHASE AGREEMENT**

Pursuant to a General Services Administration (GSA) Federal Supply Schedule (FSS) Contract Number GS-07F-5894R, a Blanket Purchase Agreement (BPA) is hereby established between Career Management Associates of Iowa, LLC and the U.S. Customs and Border Protection under the terms and conditions of the above stated contract and the following terms and conditions incorporated in this BPA.

ADMINISTRATIVE DATA

Primary Point of Contact: (b) (6) President
(Complete name, title, Career Management Associates of Iowa, LLC
corporate address, electronic 121 SE Shurfine Drive, Suite 4
mail address and phone number) Ankeny, IA 50021-5425
(b) (6)
Taxpayer Identification No. (b) (4)
Alternate Point of Contact (b) (6)
(information remains the same, as listed in CCR)

Contracting Officer to complete the following:

North American Industry Classification (NAIC) Code: 561320
Description: Financial Operations Administrative support services
Size Standard: Small Business, 13.5 M Annual Average Receipts

The BPA Holder represents that (check all that apply):

It is is not a small business concern

Complete the following only if a small business concern:

It is is not a small disadvantaged business concern

It is is not a women-owned small business concern

It is is not a veteran-owned small business concern

It is is not a service-disabled veteran-owned small business

It is is not a Hub-Zone small business co

(1) AUTHORITY - The authority to establish this BPA is FAR 8.405-3

(2) DESCRIPTION OF AGREEMENT

Under this agreement, the BPA Holder shall provide to U.S. Customs and Border Protection (CBP) financial operations administrative support services in support of the CBP's financial operations administrative support requirement. These services will be provided when requested by the Contracting Officer. This BPA may include requirements for any organization within CBP, but will primarily focus on support for Office of Administration/ Financial Operations.

(3) SERVICES AVAILABLE UNDER THIS BPA

See the attached Statements of Work.

(4) DELIVERY REQUIREMENTS

Delivery requirements will be specified in each task order [FOB Destination; delivery/schedule dates.]

(4) PRICING

The GSA Schedule pricing has been determined to be fair and reasonable by the GSA. Prices to CBP shall be no greater than those charged to Career Management Associates' most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for quantity, prompt payment, etc. The prices listed on the BPA list that are in effect on the date of the order shall govern that order, unless more favorable pricing is negotiated. CBP will seek price reductions from the BPA Holder for all orders exceeding the GSA Special Item Number maximum order threshold.)

Career Management Associates shall update the BPA price list when modifications are made to GSA FSS prices. Price reductions may be offered at any time.

Other Direct Costs (ODC) or non-FSS items ("open market") may be needed on a cost-reimbursable or fixed price basis. These will be identified by the individual task order. In addition, in accordance with FAR 8.402(f):

(a) All applicable acquisition regulations pertaining to the purchase of the items not on the FSS have been followed (e.g., publicizing (FAR Part 5), competition requirements (FAR Part 6), acquisition of commercial items (FAR Part 12), contracting methods (FAR Parts 13, 14, and 15) and small business programs (FAR Part 19);

- (b) The ordering activity contracting officer has determined the price for the items on FSS is fair and reasonable;
- (c) The items are clearly labeled on the order as items not on the FSS; and
- (d) All clauses applicable to items not on the FSS are included in the order.

PRICING PROPOSAL for NATIONAL FINANCE CENTER				
ADMINISTRATIVE SUPPORT SERVICES dated August 3, 2010				
OFFEROR'S NAME: CAREER MANAGEMENT ASSOCIATES				
	2010/2011	2010/2011	2010/2011	2010/2011
First Year Period of Performance September 2010 through August 2011	General Clerk I	General Clerk II	Accounting Clerk II	Accounting Clerk III
Hourly Rate Including Any Discounts	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	1	2	22	1
Total	\$ (b) (4)			
	2011/2012	2011/2012	2011/2012	2011/2012
Second Year Period of Performance September 2011 through August 2012	General Clerk I	General Clerk II	Accounting Clerk II	Accounting Clerk III
Hourly Rate-2010	\$ (b) (4)			
Escalation to 2011	\$ (b) (4)			
Revised Hourly Rate	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	1	3	27	1
Total	\$ (b) (4)			
	2012/2013	2012/2013	2012/2013	2012/2013
Third Year Period of Performance September 2012 through August 2013	General Clerk I	General Clerk II	Accounting Clerk II	Accounting Clerk III
Hourly Rate-2011	\$ (b) (4)			
Escalation to 2012	\$ (b) (4)			
Revised Hourly Rate	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	1	3	32	1
Total	\$ (b) (4)			
	2013/2014	2013/2014	2013/2014	2013/2014
Fourth Year Period of Performance September 2013 through August 2014	General Clerk I	General Clerk II	Accounting Clerk II	Accounting Clerk III
Hourly Rate-2012	\$ (b) (4)			
Escalation to 2013	\$ (b) (4)			
Revised Hourly Rate	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	1	3	34	1
Total	\$ (b) (4)			
	2014/2015	2014/2015	2014/2015	2014/2015
Fifth Year Period of Performance September 2014 through August 2015	General Clerk I	General Clerk II	Accounting Clerk II	Accounting Clerk III
Hourly Rate-2013	\$ (b) (4)			
Escalation to 2014	\$ (b) (4)			
Revised Hourly Rate	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	1	3	34	1
Total	\$ (b) (4)			
Subtotal	\$ (b) (4)			
Grand Total	\$ 8,071,391.68			

PRICING PROPOSAL for REVENUE DIVISION				
ADMINISTRATIVE SUPPORT SERVICES dated August 3, 2010				
OFFEROR'S NAME: CAREER MANAGEMENT ASSOCIATES				
	2010/2011	2010/2011	2010/2011	2010/2011
First Year Period of Performance September 2010 through August 2011	General Clerk II	General Clerk III	Accounting Clerk II	Accounting Clerk III Highly Experienced
Hourly Rate Including Any Discounts	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	22	25	9	3
Total	\$ (b) (4)			
	2011/2012	2011/2012	2011/2012	2011/2012
Second Year Period of Performance September 2011 through August 2012	General Clerk II	General Clerk III	Accounting Clerk II	Accounting Clerk III Highly Experienced
Hourly Rate-2010	\$ (b) (4)			
Escalation to 2011	\$ (b) (4)			
Revised Hourly Rate	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	22	25	9	3
Total	\$ (b) (4)			
	2012/2013	2012/2013	2012/2013	2012/2013
Third Year Period of Performance September 2012 through August 2013	General Clerk II	General Clerk III	Accounting Clerk II	Accounting Clerk III Highly Experienced
Hourly Rate-2011	\$ (b) (4)			
Escalation to 2012	\$ (b) (4)			
Revised Hourly Rate	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	22	25	9	3
Total	\$ (b) (4)			
	2013/2014	2013/2014	2013/2014	2013/2014
Fourth Year Period of Performance September 2013 through August 2014	General Clerk II	General Clerk III	Accounting Clerk II	Accounting Clerk III Highly Experienced
Hourly Rate-2012	\$ (b) (4)			
Escalation to 2013	\$ (b) (4)			
Revised Hourly Rate	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	22	25	9	3
Total	\$ (b) (4)			
	2014/2015	2014/2015	2014/2015	2014/2015
Fifth Year Period of Performance September 2014 through August 2015	General Clerk II	General Clerk III	Accounting Clerk II	Accounting Clerk III Highly Experienced
Hourly Rate-2013	\$ (b) (4)			
Escalation to 2014	\$ (b) (4)			
Revised Hourly Rate	\$ (b) (4)			
Labor Hours	1,920	1,920	1,920	1,920
Subtotal	\$ (b) (4)			
Qty of Employees	22	25	9	3
Total	\$ (b) (4)			
Subtotal	\$ (b) (4)			
Grand Total	\$ 13,587,804.14			

Overtime Narrative

Under CMA's GSA Contract pricing, overtime is billed by calculating the bill rate multiplied by (b) (4) (health and welfare).

For example for a General Clerk I 2010/2011, the rate would be

(b) (4)

(5) TERM OF THE BPA

This BPA expires on June 19th, 2015. This BPA may be renewed by the CBP Contracting Officer for option year(s) remaining in the BPA Holder's GSA FSS contract, if exercised by GSA. However, this BPA may not exceed a total of five (5) years in length (including any option years).

If the BPA Holder fails to perform in a manner satisfactory to the Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA Holder by the CO.

Task orders generally will be issued for no more than 12 months. However, a task order may be extended for a longer period by modification as warranted by circumstances arising during the administration of the task order.

(6) EXTENT OF OBLIGATION/VOLUME/PURCHASE LIMITATION

This BPA does not obligate any funds. Funds will be obligated by the placement of task orders or the use of a Government-wide commercial credit card.

The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be approximately \$2,663,750.40 per year for the revenue Division and \$1,176,790.40 per year for the National Finance Center, for a total approximation of \$3,840,540.80 per year.

There is no overall total purchase limitation for this BPA (unless one is specified) or any individual task order under this BPA. More favorable pricing will be negotiated for all orders if over the FSS maximum order threshold.

(7) AUTHORITIES

Only a CBP Contracting Officer may authorize changes in the terms of the BPA during the effective period; renew the BPA for additional periods; or terminate the BPA.

**8.1 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)
(Modification of CBP Clause G.4)**

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

A CBP Contracting Officer's Technical Representative (COTR) will be appointed for each task order issued under this BPA. The clause below is applicable to individual task orders. Where the term "contract" is used, "task order" should be substituted.

8.2 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]

(8) DELIVERY TICKETS

Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) GSA Contract Number;
- (c) BPA Number;
- (d) Task Order/Delivery Order Number;
- (e) Itemized list of supplies or services furnished (including model no. NSN, or SIN);
- (f) Quantity, unit price, and extensions of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information);
- (g) Date of Shipment.

(9) PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA contract. In addition, all clauses and provisions in full text or incorporated by reference herein shall apply to orders under this BPA only.

10) SUBMISSION OF INVOICES (JUN 2009)

Copies of invoices (paper submissions) may be submitted to the following addresses
OR as an alternative, to the email addresses cited below:

1. Payment Center:

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
P. O. Box 68908
Indianapolis, Indiana 46268

OR as an alternative:

Email: cbpinvoices@dhs.gov

Note – Only for awards with payment terms less than net 30:

The Subject line for all Emailed invoices to the National Finance Center must include
the text
“Per CBP, Net [state # days] Invoice.”

2. Contracting Officer's Technical Representatives:

DHS/U.S. Customs and Border Protection
Attention:

(b) (6)

National Finance Center

(b) (6)

(b) (6)

AND:

(b) (6)

Revenue Division

(b) (6)

(b) (6)

3. Contract Administrator

DHS/U.S. Customs and Border Protection

Attention:

Eva I. Shaw-Taylor, GPC
Contracting Officer

(b) (6)

To constitute a proper invoice, the invoice shall include all the items required by Federal Acquisition Regulation (FAR) 32.905.

11) GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

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 contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

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.

12) SECURITY PROCEDURES (OCT 2009)

A. Controls

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COTR). The COTR will ensure that the

cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.

5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COTR. The Contractor shall provide timely start information to the CO/COTR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COTR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COTR shall immediately notify IA/SMD of the contractor's departure/separation.

6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COTR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

B. Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).

2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)

3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquires, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).

4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.

5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.

6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COTR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COTR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COTR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.

2. The CO/COTR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.

3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.

4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.

5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COTR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COTR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.

2. The Contractor shall notify the CO/COTR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COTR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COTR will notify IA/SMD.

E. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

13) PRICING PROVISIONS FOR TASK ORDER OR BLANKET PURCHASE AGREEMENT ISSUED UNDER A FEDERAL SUPPLY SCHEDULE (JUN 2005)

This task order/Blanket Purchase Agreement (BPA) is placed under the terms and conditions of the GSA Federal Supply Schedule contract identified herein. The contractor warrants that, throughout performance, the prices charged the Government shall be as low as, or lower than, those charged the contractor's most favored customers and that the Government shall never be charged more under this order than

the offeror/contractor's current GSA schedule rates, or the rates contained in the task order schedule, whichever are lower.

If this order contains options for additional periods of performance, U.S. Customs & Border Protection (CBP) will invoke the option only if the offeror/contractor maintains a current GSA schedule. Unilateral options will not be invoked if the rates indicated in the task order schedule for the option are higher than current GSA schedule rates, but may be invoked bilaterally at the offeror/contractor's current GSA rates. The contractor shall provide notice to the Government of any proposed and/or approved change to the GSA schedule rates. Failure to comply with the provisions of this price warranty may be cause for termination of the order and the offeror/contractor may be required to adjust their billing and/or reimburse the Government for any charges invoiced in violation of the price warranty.

14) DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transmute to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

15) NON-PERSONAL SERVICES (MAR 2003)

1) The Government and the Contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not

perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1.

2) The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

3) The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees **are not** employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:

a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments and daily work direction shall be given by the applicable employee supervisor.

b) Hold him or herself out to be a Government employee, agent, or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company for which they work.

c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be a direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4) If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.

Rules, regulations, directives and requirements which are issued by U.S. Customs and Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter Custom installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract

POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)

A. Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (COTRs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative *may* request a meeting with the AO to discuss the evaluation report. The AO *may* complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

B. Primary and Alternate Corporate Senior Contractor Representatives

The contractor must identify a primary and alternate Corporate Senior Contractor Representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

C. Electronic Access to Contractor Performance Evaluations

The AO/CO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

(10) GENERAL ORDERING PROCEDURES

Issuance of task orders under this BPA shall be accomplished as follows:

11.1 The Contracting Officer/Contract Administrator will forward a task statement to all BPA Holders which will describe technical requirements for performance; deliverables; task order start and completion date; performance location; evaluation criteria*; and any other pertinent information in sufficient detail for the BPA Holders to understand the requirement.

****[NOTE: The evaluation criteria may be spelled out in the BPA or tailored to each task order requirement. If tailored, include with each task order package forwarded to all BPA Holders.]***

11.2 Within 10 working days after receipt of the task statement, the BPA Holder will submit a written proposal responding to the requirement. The proposal shall contain the following at a minimum:

11.2.1 Task Requirements: A narrative description of the BPA Holder's understanding of the functions required to satisfy the requirements. The narrative shall include a purpose statement to ensure the BPA Holder's understanding of the requirement.

11.2.2 Proposal Solution: A narrative description of the BPA Holder's proposed solution including plans for performance, technical approach, and any problems envisioned.

11.2.3 Assumptions: The proposal shall identify any assumptions on the BPA Holder's part used in developing the proposal and costs.

11.2.4 Deliverables and Schedule: Deliverables, schedule, and a statement of the BPA Holder's understanding of the acceptance criteria.

11.2.5 Staffing Schedule: A staffing schedule by individual skill level of employee.

11.2.6 Cost/Price Proposal: The cost/price proposal shall be mirrored by the staffing schedule.

11.2.7 Resumes: Resumes of all personnel and background investigations completed or agreement to provide appropriate documentation as stated elsewhere in this BPA.

11.3 After the Contracting Officer's Technical Representative (COTR) has completed an evaluation of the proposals, the CO may conduct communication and exchanges with the BPA Holders to resolve any outstanding issues. Following any required discussions with the BPA Holders, the CO will issue a written task order incorporating the BPA Holder's technical and cost/price proposal as accepted.

11.4 All personnel proposed under a task order shall commence work with [*insert "10 working days" or other appropriate time frame*] after the date the BPA Holder receives a task order. The BPA Holder shall be responsive to the requirements of the Security Procedures clause of this BPA to ensure a timely start date for BPA personnel. At a minimum, the BPA Holder shall have the background investigation documents submitted, but are not required to have completed the background investigation.

11.5 The only office authorized to issue task orders under this BPA is the U.S. Customs and Border Protection, Office of Administration, Procurement Directorate. All task orders will be in writing.