

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 09/24/2012	2. CONTRACT NO. (if any) LC10D7009	6. SHIP TO:		
3. ORDER NO. HSBP1012F00480		4. REQUISITION/REFERENCE NO. 0020071842		
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave., NW NP 1310 Washington DC 20229		a. NAME OF CONSIGNEE See Attached Delivery Schedule		
		b. STREET ADDRESS		
		c. CITY	d. STATE	e. ZIP CODE
		f. SHIP VIA		

7. TO:			8. TYPE OF ORDER		
a. NAME OF CONTRACTOR CORPORATE EXECUTIVE BOARD			<input 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.		
b. COMPANY NAME			<input checked="" 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.		
c. STREET ADDRESS 1919 N LYNN ST					
d. CITY ARLINGTON	e. STATE VA	f. ZIP CODE 22209-1705			

9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED			10. REQUISITIONING OFFICE OIT (b) (6) 703 (b) (6) (b) (6) @dhs.gov		
--	--	--	--	--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Not applicable
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/29/2013	16. DISCOUNT TERMS Net 30
a. INSPECTION N/A	b. ACCEPTANCE N/A			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acctpt
10	Corporate Executive Board Memberships	1,000	AU	\$364,646.35	\$364,646.35	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$0.00	17(h)TOT. (Cont. pages)		
21. MAIL INVOICE TO:									
SEE BILLING INSTRUCTIONS REVERSE	a. NAME DHS - Customs & Border Protection		National Finance Center				\$364,646.35	17(i) GRAND TOTAL	
	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) EARL LEWIS TITLE: CONTRACTING/ORDERING OFFICER
--	---

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

DATE OF ORDER 09/24/2012	CONTRACT NO. (if any) LC10D7009	ORDER NO. HSBP1012F00480	PAGE OF PAGES 2 2
-----------------------------	------------------------------------	-----------------------------	----------------------

Federal Tax Exempt ID: 72-0408780

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:

This firm fixed price Delivery Order (HSBP1012F00480) is issued to the Corporate Executive Board (CEB) against its Library of Congress 'FEDLINK IDIQ Contract CX-LC10D7009. All terms and conditions of both the Customs and Border Protection (CBP) delivery order and the Library of Congress IDIQ are in full effect.

The purpose of this Delivery Order is to procure Corporate Executive Board Advisory Subscription Services for the Executive Leadership in the Office of Information Technology (OIT).

Reference: CEB's Official Response to RFQ PR20071842 valid until 30-Sept-2012 IAW their IDIQ pricelist.

Line Item: #00010 is hereby added to fully fund this order for the total amount of \$364,646.35

The base Period of Performance will be from September 30, 2012 through September 29, 2013.

Technical POC: (b) (6) 703 (b) (6)

Budget POC: (b) (6) 202 (b) (6)

SPECIAL INSTRUCTIONS:

- Invoices shall be electronically transmitted to the Technical Point of Contact, National Finance Center (NFC) via mail (Address in Section 21 of this delivery order) and to CBPinvoices@dhs.gov. The invoice shall include the following:
- Order number
- Description of services provided for a specified time period.
- Unit price and total amount of each item.
- Discount terms
- Company name, telephone number, taxpayer's identification number, and complete mailing address to which payment will be mailed.

Only the Contracting Officer has the authority to represent the Government in cases where the task order requires a change in the terms and conditions, delivery schedule, scope of work and/or price of the products and/or services under this task order.

For any contractual questions, please contact the Contract Specialist - (b) (6) - (b) (6) @cbp.dhs.gov- 202 (b) (6)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1012F00480**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Corporate Executive Board Memberships	1.000	AU	\$364,646.35	\$364,646.35

Total Funded Value of Award: \$364,646.35

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0923010200Z00012400HQ01060556IH IS0302525	\$364,646.35

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 7681 Boston Blvd Springfield, VA 22153	10	1.000	09/29/2013

I.4 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 Clause)

I.5 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum *M-12-16, Providing Prompt Payment to Small Business Subcontractors*, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I.6 CONTRACT TYPE (OCT 2008)

This is a FFP DO contract, order, or BPA.

[End of Clause]

I.7 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be from 09/30/2012 through 09/29/2013.

[End of Clause]

I.8 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

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

[End of Clause]

I.9 PAYMENT AND INVOICE INSTRUCTIONS (FEB 2012)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

- (a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:
- (1) National Finance Center (NFC)
DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
PO Box 68908

Indianapolis, Indiana 46268

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices to the NFC must include the following text: "Per CBP, Net [state # days] Invoice".

(2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*

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

OR email: (b) (6) @DHS.GOV

(3) Contracting Officer's Representative (COR) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention: (b) (6)

OR email: (b) (6) @DHS.GOV

(b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

(c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

(a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.

(1) The minimum requirements are:

- i. Name and address of the contractor.
- ii. Invoice date and invoice number.
- iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

- v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - viii. Taxpayer identification number (TIN).
 - ix. Electronic funds transfer (EFT) banking information.
 - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
- i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

I.10 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
- a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.

- c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]