

Contract – Release Copy –
Contract No. GS-07F-5447R

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER REQIG-12-00214		PAGE OF 1 32	
2. CONTRACT NO. GS-07F-5447R		3. AWARD EFFECTIVE DATE	4. ORDER NUMBER HSIGAQ-12-F-00016		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		8. NAME Vincent Lynch		9. TELEPHONE NUMBER (No collect calls) 202.254. [REDACTED]		10. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY DHS-IG 245 MURRAY DRIVE SW BLDG 410 WASHINGTON DC 20528			CODE DHS-IG	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE. % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (S/A) NAICS: 561320 SIZE STANDARD: \$13.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS [REDACTED] b4		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. DELIVER TO DHS-IG DHS/OIG/STOP 2600 245 MURRAY DR SW BLDG 410 WASHINGTON DC 20528			CODE DHS-IG	14. ADMINISTERED BY DHS-ADMIN 245 Murray Dr. SW Mailstop:2600 Washington DC 20528		CODE DHS-ADMIN	
17a. CONTRACTOR/OFFEROR ASPEN OF DC INC 1101 15TH STREET NW SUITE 202 WASHINGTON DC 200055002		CODE 1343923770000	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ARC/ASD/DHS-IG ARC/ASD/DHS-IG Avery3F P.O. Box 1328 DHS--IG@BPD.treas.gov Parkersburg WV 26101		CODE ARC/ASD/DHS-IG	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 134392377+0000 Title: FOIA Contractor-Provided Support Services This Task Order HSIGAQ-12-F-00016, "FOIA Contractor-Provided Support Services" is hereby awarded to Aspen of DC, Inc. in accordance with their GSA Schedule Contract #GS-07F-5447R, under SIN 736, "Temporary Administrative and Professional Staffing (TAPS)" services. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA FIG0200SE12XX2012610001FIG6000000251100000000XXXXXX					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$27,130.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 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 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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"/> 29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. NAME AND TITLE OF SIGNER (Type or print) Brandy R. Butler, President		30c. DATE SIGNED 6/12/12		31a. NAME OF CONTRACTING OFFICER (Type or print) Vincent Lynch		31c. DATE SIGNED 6/12/2012	

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>This Task Order requires the contractor to perform services in accordance with the terms and conditions of GSA Schedule Contract #GS-07F-5447R, and the scope of work listed in herein.</p> <p>This Task Order's period of performance is from: 06/18/2012 to: 09/17/2012. Delivery: 30 Days After Award Period of Performance: 06/18/2012 to 09/17/2012</p> <p>FOIA Contractor</p> <p>Contractor to assist in processing large FOIA requests. An experienced contractor shall be responsible for handling FOI/PA requests from cradle-to- grave (i.e. recommend processing action, including appropriateness of fee waiver and expedited treatment requests; process records and apply appropriate exemptions for withholding information; draft response letters and other FOIA/Privacy Act correspondence, etc.). Product/Service Code: PR Product/Service Description: Purchase Request</p> <p>The total amount of award: \$27,130.00. The obligation for this award is shown in box 26.</p>				27,130.00

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAIL NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MA L 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 (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

PART I – THE SCHEDULE

SECTION B- SCHEDULE OF PRICES

B.1 SUPPLIES/SERVICES

The Contractor shall furnish the necessary qualified personnel, facilities, material, supplies, equipment, and services to perform a Time and Materials Labor hour Task Order in accordance with GSA Schedule SIN 736, Temporary Administrative and Professional Staffing (TAPS) for the effort entitled ***“FOIA Contractor-Provided Support Services.”*** The Contractor shall fulfill the work requirements in accordance with the Statement of Work (SOW), Section C, and other terms and conditions of the Task Order. All support services provided to the Government shall be performed by Contractor employees or personnel otherwise retained by the Contractor.

B.1.1 TASK ORDER TERM

The Task Order term will be for a base period of 3 months from the date of award with one (1) 3-month renewal option period, if exercised.

- a. The Total Task Order Award amount is **\$27,130.00**
- b. This Task Order is not being incrementally funded and, as such, the funds currently available and obligated at the time of award is **\$27,130.00**
- c. It is estimated that the obligated amount is expected to cover costs incurred by the contractor from 06/18/2012 through 09/17/2012.

B.2 PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS

B.2.1 “Loaded Labor Rates”

As used in this task order, “Loaded Labor Rates” are composed of the hourly rates paid to an individual within a specific Labor Category (plus merit and or cost of living increases if applicable) plus indirect costs such as Fringe Benefits, Overhead, Facilities Capital Cost of Money (FCCM), General and Administrative (G&A) and profit. Loaded Labor Rates shall be negotiated and fixed at time of task order award and shall remain fixed for the entire term of the task order.

B.2.2 “Materials and all other Non-Labor Costs”

For all materials and supplies used in the performance of this task order, the Contractor shall be reimbursed at cost for such materials and supplies including appropriate indirect costs. Indirect costs include only those clearly excluded from the Loaded Labor Rates and allocated in accordance with the Contractor’s usual accounting practices consistent with FAR Part 31. Indirect cost rates applicable to materials and all other non-labor costs shall be negotiated and fixed at time of task order award and shall remain fixed for the entire term of the task order.

If the offeror elects to apply indirect costs to Other Direct Cost (ODC), then it must identify the indirect cost rate (or multiplier) applicable to the ODC’s for the Base Period and any Option

Periods in Section B.4.1, Price Schedule. These rates will also remain fixed for the life of the task order.

B.3 LABOR CATEGORIES AND DESCRIPTIONS

The following paragraphs define the duties each labor category is responsible for performing. Subject to prior written approval of the Contracting Officer, the Contractor may revise the list and/or labor category descriptions provided.

Roles of Key Staff :

Program Manager

Individual is responsible for resource allocation; technical and management oversight; providing high level management operations expertise; and participation in briefings and meetings. Frequently provides subject matter or functional area expertise for management tasks in addition to fulfilling other responsibilities. Formulates and enforces work standards in coordination with COTR, assigns schedules, reviews work discrepancies, supervises contractor personnel, and communicates policies, goals, and purposes of the organization.

Paralegal/Legal Assistant III (FOIA Processor)

Provides support to attorneys processing Freedom of Information Act (FOIA), as amended, and Privacy Act of 1974 (Privacy Act), as amended, inquiries. Under the direction of an attorney, resolves routine legal issues. May require an associate's degree or its equivalent and 4-6 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job in accordance with the Statement of Work. All deliverables shall be reviewed by the COTR to ensure compliance with established guides for processing of FOIA requests.

PRICE SCHEDULE I

B.4 PRICE SCHEDULE

Period of Performance: 3 Months

B.4.1 Price Schedule

From: 06/18/2012 To: 09/17/2012

LABOR CATEGORIES	LEVEL OF EFFORT (hours)	LOADED RATES	TOTAL PRICE
Paralegal/Legal Assistant III (FOIA Processor)	█	\$ █	\$ 27,130
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PERSONNEL TOTAL COST	█		\$27,130

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OTHER DIRECT COSTS

TRAVEL	QUANTITY	RATE	COST
Total Travel			\$0

MATERIALS	QUANTITY	RATE	COST
MATERIALS TOTAL COST			\$0
Total ODC's			\$0
G&A on ODC's			\$0
Total Labor Cost			\$27,130
TOTAL TASK ORDER TERM NTE AMOUNT			\$27,130

SECTION C - DESCRIPTION, SPECIFICATIONS, STATEMENT OF WORK**Statement of Work (SOW)****FOIA Contractor-Provided Support Services****C.1 BACKGROUND**

The Department of Homeland Security, Office of Inspector General (DHS-OIG), mission is to serve as an independent and objective inspection, audit, and investigative body to promote effectiveness, efficiency, and economy in the Department of Homeland Security's programs and operations, and to prevent and detect fraud, abuse, mismanagement, and waste in such programs and operations.

The OIG has a requirement to obtain Contractor support services to process coordinate and respond to Freedom of Information (FOIA) Act and Privacy Act requests. The FOIA program processes approximated 200 cases per year. Each request shall be processed cradle to grave by a FOIA Processor(s) or a member of the FOIA staff to ensure a consistent application of all FOIA exemptions, therefore mitigating the risk of litigation.

FOIA requests processed by the DHS/OIG commonly include complex, time-consuming requests that involve application of Exemptions 6 and 7 with respect to Investigative matters, as well as Audits, Emergency Management Oversight, and Inspection matters raising Exemption 5 privileges, among other FOIA exemptions and Privacy Act exceptions. The FOIA Processor(s) shall focus on processing pending FOIA requests in order to reduce DHS/OIG's FOIA/PA backlog. The Contractor's FOIA Processor(s) shall provide assistance in processing FOIA requests received by DHS/OIG to reduce a significant backlog.

C.2 OBJECTIVES

The purpose of this task order is to provide DHS/OIG with Contractor provided-support services of a qualified FOIA Processor(s) on a temporary as needed basis to perform all requirements specified in this Task Order and be responsible for all Contractor work performed under this Task Order. The FOIA Processor(s) shall have demonstrated expertise in FOIA processing and be able to obtain a secret security clearances prior to performing the duties of this Task Order. The FOIA Processor(s) shall be responsible for the cradle-to-grave processing and related data entry, for disclosure requests that fall under the purview of the DHS/OIG. FOIA Processor(s) with legal and/or paralegal training are preferred. The FOIA Processor(s) shall be designated as key personnel by the Government, the Contractor shall not replace the key personnel without the prior written approval of the CO.

C.3. GENERAL REQUIREMENTS

The Contractor shall provide a qualified FOIA Processor on temporary as needed basis to perform all requirements specified in this Task Order and be responsible for all FOIA processing and be able to obtain a "Secret Security Clearance" for all key personnel prior to performing the duties of this Task Order. The FOIA Processor(s) shall be responsible for cradle-to-grave

processing and related data entry, for disclosure requests that fall under the purview of the DHS/OIG. The contractor shall be responsible for the cradle-to-grave processing and related data entry, for disclosure requests that fall under the purview of the DHS/OIG concerning FOIA requests and related activities necessary for meeting the objectives of this project. The contractor shall also be responsible for obtaining all relevant information to develop a weekly status for review by the COTR at the completion of each week.

C.3.1 Staffing Requirements

Ensuring successful completion of all requirements under this Task Order is of paramount importance. The Contractor is responsible for providing sufficient personnel, both in terms of number and relevant experience and expertise, to meet all requirements within the deadlines specified in this Task Order. The Contractor shall be responsible for communicating weekly progress updates to the COTR and for reporting on any issues or problems that may occur as well as developing recommended solutions to those problems.

C.3.2 References

FOIA Processor(s) shall be familiar with the following references:

- The Freedom of Information Act, as amended (5 U.S.C. 552).
- The Privacy Act of 1974, as amended (5 U.S.C. 552a).
- Paperwork Reduction Act of 1995, Pub. L No. 104-13.
- Department of Justice Fee Waiver Policy Guidance, *DOJ FOIA Update*, Vol. VIII, No.1 (April 2, 1987).
- E.O. 12600, "Pre-disclosure Notification Procedures for Confidential Commercial Information" (June 23, 1987).
- E.O. 13549, "National Security Information" (August 18, 2010).
- E.O. 13392, "Improving Agency Disclosure of Information" (December 14, 2005).
- Office of Management and Budget (OMB), the FOIA Fee Guidelines (formally known as the Uniform Freedom of Information Act Fee Schedule and Guidelines), 52 F.R. 10012 (March 27, 1987).
- President's Memorandum for Heads of Departments and Agencies regarding the Freedom of Information Act. (January 21, 2009), available at:
http://www.whitehouse.gov/the_press_office/FreedomofInformationAct
- Attorney General's Memorandum for Heads of All Federal Departments and Agencies Regarding the FOIA (March 19, 2009), available at:
<http://www.justice.gov/ag/foia-memo-march2009.pdf>

- Guidance on Homeland Security Information (March 19, 2002) Inspector General Act, as amended (5 U.S.C. App. 3).
- Department of Justice, *Freedom of Information Act Reference Guide* (Jan. 2010)
- Department of Justice, *Overview of the Privacy Act of 1974* (2010 Ed.)

A. PLAIN LANGUAGE

The Contractor shall ensure that all written documents conform to plain language standards by complying to the below guidelines whenever possible:

- (1) Uses everyday words that convey meanings clearly and directly;
- (2) Uses the present tense and the active voice;
- (3) Uses short, simple sentences;
- (4) Defines only those words that cannot be properly explained or qualified in the text;
- (5) Uses type of a readable size; and
- (6) Uses layout and spacing that separate the paragraphs and sections of the document from each other.

B. QUALITY ASSURANCE

The Contractor shall identify and implement a quality control process to review deliverables of written materials for the following:

- (1) free of grammatical errors,
- (2) appropriate for intended audience,
- (3) reflects a well-defined sequence of steps or logical process,
- (4) examines the adequacy and appropriateness of techniques and methods, and
- (5) includes relevant citations and references

The Contractor shall submit to the Contracting Officer's Technical Representative (COTR) documentation on its process for quality control prior to submitting deliverables of written materials.

C.4 DEFINITIONS AND ACRONYMS

The following is a list of key definitions and acronyms used throughout the Statement of Work (SOW). This list may not be exhaustive.

C.4.1 Acronyms

OIG	Office of Inspector General
DFR	Draft Final Report
FAR	Federal Acquisition Regulation
GIF	Graphic Interchange Format

JPEG	Joint Photographic Expert Group
HTML	Hyper Text Markup Language
JAVA	An object oriented program language
DHS	U.S. Department of Homeland Security
GPO	Government Printing Office
CD	Compact Disk
COTR	Contract Officer's Technical Representative
CO	Contracting Officer
CS	Contracting Specialist

C.5 SPECIFIC REQUIREMENTS

C.5.1 Project Management Plan

- **Kick-off meeting.** Within one week of award, the contractor shall conduct a kick-off meeting to discuss project objectives and expectations with DHS/OIG staff. The meeting will focus on the proposed approach, schedule, budget, deliverables, and potential risks. The contractor shall prepare minutes of the kick-off meeting and shall provide a meeting summary to the COTR within one week after the meeting.
- **Written Work Plan.** Based on discussions at the kick-off meeting, the contractor shall develop a written work plan containing background information, technical approach for each task, responsibilities for key personnel and their projected availability, a risk management plan, a detailed schedule and budget. The schedule shall include task milestones and deliverables. For the risk management portion of the plan, the contractor shall provide an analysis of potential challenges and weaknesses and a strategy for mitigating those risks. The contractor shall brief OIG staff on the work plan.
- **Weekly Written Progress Reports.** During the course of the project, it is anticipated that project management shall be accomplished through periodic phone conversations, e-mail exchanges and formal program review briefings. In order to fulfill the project objectives, it is anticipated that communication will be a two-way exchange of pertinent information. The contractor shall view the interaction as a collaborative process.

Each weekly report shall be provided to the COTR and shall address the following during the week being reported. At a minimum, each weekly progress report shall contain a concise statement covering the activities relevant to the project, including:

- A clear and complete account of work performed on each task;
- An outline of the work to be performed during the next reporting period;
- A table or chart showing the work accomplished by task versus the schedule of work of the contract;
- A discussion of any problems encountered or anticipated that might affect the completion of the contract within the time and fiscal constraints set forth in the contract, together with recommended solutions for such problems, or a statement that no problems were encountered;

- A tabulation of the planned, actual and cumulative person-hours expended by the personnel identified in the professional staffing and key personnel sections of the task order;
- A chart or table showing current and cumulative expenditures by task versus planned expenditures;
- Any other pertinent information, including an analysis and explanation of any cost over-runs.

The contractor shall deliver weekly written progress reports to OIG, and will conduct monthly briefings in conjunction with these weekly progress reports. The method of briefing (i.e., in-person meeting, conference call) shall be determined in conjunction with the COTR and Contractor's Project Manager.

- Final Report. The contractor shall deliver to OIG, a final written report, containing all pertinent information related to the completion of project tasks, budget, problems encountered in completing tasks and actions taken to mitigate problems encountered.

C.5.2 Review incoming requests and prepare FOIA/Privacy Act request folders.

- Enter request data in the FOIA/Privacy Act tracking database.
- Recommend processing action, including appropriateness of fee waiver and expedited treatment requests.
- Draft response letters and other FOIA/Privacy Act correspondence.

C.5.3 Communicate and initiate negotiations with requesters and contractors pertaining to records requested and associated information to be released.

- Serve as a liaison with other agencies, appellants, and requestors, regarding requests for records that may involve more than one DRS component.
- Coordinate searches for responsive documents.

C.5.4 Conduct legal research as needed to determine proper application of the FOIA and Privacy Act to requests.

- Review program records for responsiveness and any restrictions on release.
- Apply appropriate exemptions to FOIA/Privacy Act requests.

C.5.5 Prepare records for release, including the manual (and possibly electronic) redaction of materials to be withheld and duplicating materials as necessary.

- Ensure released materials do not contain information exempted under applicable statutes.

- Review disclosure or privacy related documents and recommend appropriate action.
- Provide periodic reports on FOIA processing, as directed.
- Provide support services relating to FOIA processing; including but not limited to the answering and routing of incoming calls; photocopying; preparing memoranda and letters; and scanning documents for electronic use.

SECTION D – PACKAGING AND MARKING

Preservation, packaging, and packing of all shipments or mailing of all work delivered under this Contract shall be done in accordance with good commercial practices and to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s). Except as specifically exempted by the Contracting Officer or Contracting Officer's Technical Representative (COTR), all deliverables under this Task Order shall be sent in electronic format, as specified in Section F. For those items that must be ready for printing, the following OIG guidelines shall be used:

D.1. TEXT

Text files shall be provided in Microsoft Word on a CD or electronic format using the fewest number of formatting tools as possible (i.e. avoid columns, multiple fonts, etc.). Avoid using any design/layout elements.

D.2. CHARTS AND GRAPHS

If the publication has charts and graphs, the contractor shall insert the chart or graph at the appropriate locations in the publication and clearly identify it in the text with a description. Charts and graphs shall be produced using Microsoft Excel. Charts and graphs should be provided in two forms: 1) inserted within document as described; and 2) in a separate Microsoft Excel data file submitted electronically or on a CD.

D.3. ILLUSTRATIONS

Illustrations can take two forms:

Graphics

The Contractors shall provide only the text files in Microsoft Word to the COTR. In the event that it is necessary for the contractor to develop the graphics, only Government Printing Office (GPO) approved software such as Adobe Illustrator shall be used.

Photographs

In the event, that a contractor or other source will supply photos for use in a publication, the photos must be high resolution images preferably at 300 dpi (4"by 5" in size) or higher.

Photos must be supplied on a CD in either a TIF or JPEG file. If a photograph is supplied by an outside source a release form must accompany the photo indicating the human subjects in the photo authorize OIG to use the photo in its publications and on OIG or other government managed websites. The contractor shall ensure that all submitted photographs and graphics are released for unlimited rights by OIG to use the images in print or on the web. The contractor shall provide a written statement indicating that OIG has unlimited, unrestricted use of submitted photographs and graphics.

SECTION E – INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND/OR ACCEPTANCE

The COTR as designated in this Task Order shall be responsible for performing the inspection of all services rendered under this Task Order and for recommending acceptance or replacement/correction of services or materials that fail to meet the Task Order requirements to the Contracting Officer.

The COTR shall also be responsible to the Contracting Officer for recommending acceptance or replacement/correction of nonconforming supplies or services that fail to meet the Task Order requirements.

Rejection of a final report will delay final payment of costs due under the Task Order. The most common causes for rejecting final reports are:

- ◆ Incomplete description of the work objective and its relationship to other work performed in the area.
- ◆ Inadequate description of methodology
- ◆ Insufficient or inconsistent technical information to support the findings or conclusions.
- ◆ Poorly conceived graphs, charts, and displays.
- ◆ Incorrect spelling and grammar

SECTION F- DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

NOTE: Those clauses marked with an "X" are hereby incorporated by reference.

[X] 52.242-15 Stop-Work Order (AUG 1989)

[X] 52.247-35 F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.2 PERIOD OF PERFORMANCE

The period of performance for the Task Order is three (3) months. All work required, including preparation, submission, and acceptance of all deliverable items, shall be completed within the performance period.

F.2.1 Base Period

All work required hereunder, including preparation, submission, review of any and all reports, shall be completed within the **3 months** after the effective date of the resultant Task Order.

F.2.2 Option Period

The Government reserves the right to exercise one (1) 3 month renewal option period to extend services for up to six (6) months, subject to the provisions of Section H. The total possible period of performance (to include the option periods) is six (6) months.

F.3 PERFORMANCE MILESTONES AND DELIVERABLES

The following performance milestones and deliverables shall apply to this Task Order and are considered critical to the successful completion of the project. Weekly reports shall be submitted via e-mail to the COTR and the CO.

The following items represent Deliverables and/or Milestones to be delivered in accordance with the following schedule:

<u>Item Number</u>	<u>Task Number</u>	<u>Deliverables</u>	<u>Due Date After Contract Award</u>	<u># of Copies</u>	<u>Electronic Copy to COTR</u>
1	C.5.1	Project Management Plan	First version submitted to OIG within 1 week after Task Order award. Subsequent revisions and updates must be maintained as required.	1	1
2	C.5.2	Review Incoming Requests and prepare FOIA Privacy Act Request Folders	To be determined between FOIA Supervisor and FOIA processor.	1	1
3	C.5.3	Communicate and initiate negotiations with requestors...	To be determined between FOIA Supervisor and FOIA processor.	1	1
4	C.5.4	Conduct legal research as needed...	To be determined between FOIA Supervisor and FOIA processor.	1	1
5	C.5.5	Prepare records for release...	To be determined between FOIA Supervisor and FOIA processor.	1	1
6	C.5.1	Weekly Reports Other Technical reports	Weekly (submitted by Monday 4 pm every week) for reporting on events of the previous week.	1	1

F.3.1 INSPECTION AND ACCEPTANCE

All deliverables will be inspected and accepted by the COTR. The COTR will notify the contractor if any deliverables require any revisions as per the Milestones and Deliverable chart.

F.3.2 PLACE OF DELIVERY/NUMBER OF COPIES

All deliverable items shall be furnished to the following addresses in the number of “electronic” copies specified. Unless otherwise noted, correspondence should be made email.

Item Nos.	Total No. of Copies	Information sent via e-mail address of:
1-6	1	Department of Homeland Security Office of Inspector General Attention: Doreen Grant-Watkins 245 Murray Drive SW Bldg. 410 Washington DC 20528 Telephone: (202) 632- E-mail: @oig.dhs.gov
Item Nos.	Total No. of Copies	Information sent via e-mail address of:
6	1	U.S. Department of Homeland Security Office of Inspector General Acquisition’s Division Attn: Vincent Lynch 245 Murray Drive SW Bldg. 410 Washington DC 20528 Phone: (202) 254- @oig.dhs.gov

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F.4. SPECIFICATION FOR ELECTRONIC FILES

Electronic files containing final reports required under the resultant Task Order shall be provided in accordance with the following:

Specifications:

- a. Electronic Master File: An electronic version of the final report shall be used as the “Master” report final copy. All hard-copy reports shall be generated from this electronic master file. A copy of the electronic master file shall be provided to OIG.
- b. Report Format:

1. Font: 12 point Arial font shall be used throughout the report.
2. Page Margins: Top, Right, and Bottom shall be ½ inch. Left margin shall be 1 inch. To insure correct formatting of the report regardless of which Hewlett-Packard LaserJet printer model is used (see printer specifications below), it is suggested that two blank spaces, followed by a “hard page” [CNTRL-ENTER] be used at the bottom of each page of the report.
3. Page Numbering: Upper right hand corner, using bold Arial 12 point font.

System Compatibility:

All electronic files submitted must be compatible with the Windows XP Personal Computer (PC) system. For the base period of this Task Order, and any option periods unless otherwise specified, the following requirements apply:

1. Software Application: The software application used to store the electronic file version of the final report (the Master File) shall be compatible with Microsoft Word 2000, currently in use at OIG, i.e., the file must be able to be opened and viewed in Microsoft Word 2000.
2. Printer: The report must print in the correct format, i.e. correct pagination, adequate text and image quality, etc., when printed using any Hewlett-Packard (HP) LaserJet Printer model.
3. Storage Medium: All electronic report copies shall be submitted on a ZIP disc, a compact disc (CD), or sent electronically as an e-mail attachment or posted on a secure website for downloading. Reports can be zipped, i.e. compressed, to save memory space as required. The discs or e-mail attachments may contain a single report or multiple reports.
4. Image Formats: All images (photographs, charts, graphs, etc.) contained within a report shall be imbedded in the report in a JPEG, TIFF, or a compatible Microsoft Office program (Excel, PowerPoint, and Outlook) file format. Photographs and plots should not be provided separately.

For any of the option years exercised under the resultant Task Order, OIG reserves the right to change the hardware and software requirements stated above.

F.4.1. SECTION 508 COMPLIANCE

All electronic and information technology procured, developed or delivered under this Task Order shall meet applicable accessibility standards, as specified in 36 CFR Part 1194. 36 CFR Part 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

All Task Order deliverables covered by Section 508 shall be accessible to people with disabilities. Reports and other deliverables provided in electronic media, including web-based intranet and internet format shall conform to applicable accessibility standards, including at a minimum, the following provisions:

- 1194.21, Software Applications and Operating Systems
- 1194.22, Web-Based Intranet and Internet Information and Applications
- 1194.24, Video and Multimedia Products
- 1194.31, Functional Performance Criteria
- 1194.41, Information, Documentation, and Support

This standard is available for viewing at the Access Board web site at <http://www.access-board.gov/sec508/standards.htm> and guides for specific sections are available at <http://www.access-board.gov/sec508/guide/>.

SECTION G – CONTRACT ADMINISTRATION

G.1 TREATMENT OF SUBCONTRACTOR’S LABOR COSTS

For Labor Costs incurred by Subcontractors (if applicable), the Contractor shall be reimbursed at cost for such labor including appropriate indirect costs. Indirect costs include only those costs clearly excluded from the Contractor’s Loaded Hourly Labor Rates and allocated in accordance with the Contractor’s usual accounting practices consistent with FAR Part 31. The Contractor is not permitted to apply fee or profit to the cost of Subcontractor Labor.

G.2 MATERIALS, SUBCONTRACTS AND ALL OTHER NONLABOR COSTS

For all materials, supplies, and subcontracts used in the performance of this Task Order, the Contractor shall be reimbursed at cost for such materials, supplies or subcontracts including appropriate indirect costs. **Indirect costs include only those costs clearly excluded from the Loaded Labor Rate** and allocated in accordance with the Contractor’s usual accounting practices consistent with FAR Part 31. **No fee or profit shall be applied to materials, supplies, subcontracts, or other non-labor items furnished under this Task Order.**

If the offeror elects to apply indirect costs to Other Direct Cost (ODC), then it must identify the indirect cost rate (or multiplier) applicable to the ODCs for the Base Period and Option Periods in Section B, Price Schedules. These rates will also remain fixed for the life of the Task Order.

G.3 TRAVEL COSTS

Travel costs will be reimbursed in accordance with FAR Part 31.

G.4 SUBMISSION OF INVOICES

G.4.1 Designated Billing Office

The contractor shall submit one (1) original invoice copy to the following address:

ARC/ASD/DHS-IG
ARC/ASD/DHS-IG, AVERY 3F
PO BOX 1328
PARKERSBURG, WV 26106-1328

Or

The contractor may submit one (1) original voucher to the following E-mail account:

ACCOUNTSPAYABLE@BPD.TREAS.GOV

The contractor is responsible for ensuring the legibility of the PDF image. Illegible copies may be returned to the contractor for re-scanning and may result in payment delays.

To be an acceptable invoice, the contractor shall include the following information:

- Contractor Name
 - OIG Task Order # **HSIGAQ-12-F-00016**
 - Invoice Date
 - Invoice Number
 - The period covered by that invoice. The contractor shall indicate the applicable rate and the extended total.
 - Total cost for that specific invoice.
 - Cumulative value of billings to date.
 - Contract Specialist or Contracting Officer Name, Phone Number (optional) and Email Address (optional)
 - COR Name
 - Contractor DUNS Number
- b.** To be acceptable for payment, each invoice must contain the following certifications:
“I certify under penalty of perjury under the laws of the United States of America that the information submitted in this invoice, and accompanying documentation, is true and correct, and conforms to the billing requirements set forth in this task order.”
- c.** If an invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days of the receipt of the invoice.

G.5 Limitation of Funds

- a. The amount presently available for payment by the Government and allotted to this Task Order is **\$27,130.00**. It is estimated the allotted amount will cover the period **06/18/2012** through **09/17/2012**. The parties agree that the Government may allot additional funds incrementally up to the ceiling specified in Section B.1 of this Task Order. The Contractor agrees to perform, or have performed, work up to the point at which the total amount paid and payable by the Government under the Task Order approximates but does not exceed the total amount actually allotted by the Government.
- b. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this Task Order in the next 60 days, when added to all costs previously incurred, will exceed **75** percent of the total amount funded to the Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in Section B.1.1.
- c. Sixty days before the end of the period specified in the B.1.1, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under this Task Order or for any further period specified in Section B.1.1 or otherwise agreed upon, and when the funds will be required.
- d. If, after notification, additional funds are not allotted by the end of the period specified in Section B.1.1 or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate the Task Order on that date in accordance with the provisions of the Termination clause of this Task Order's base contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the Task Order on that later date.
- e. Except as required by other provisions of this Task Order, specifically citing and stated to be an exception to this clause-
- (1). The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Task Order; and
 - (2). The Contractor is not obligated to continue performance under this Task Order (including actions under the Termination clause of this Task Order) or otherwise incur costs in excess of the amount funded to the Task Order by the Government until the Contracting Officer notifies the Contractor in writing that the amount funded by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to this Task Order.

- f. No notice, communication, or representation in any form other than that specified in subparagraph e.(2) above, or from any other person other than the Contracting Officer, shall affect the amount funded by the Government to this Task Order.
- g. When and to the extent that the amount funded by the Government is increased, and if the Contractor incurred costs, at its own financial risk (i.e. contractor continues performance and incurs costs past the point at which the government has funded the Task Order) then the Government may reimburse the contractor for those allowable costs as if they had been incurred while funding was available *unless* the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- h. Modifications shall not be considered an authorization to exceed the Total Ceiling cost of the Task Order, unless they contain a statement increasing the Total Ceiling Cost.
- i. Nothing in this clause shall affect the right of the Government to terminate this Task Order, or the Task Order in its entirety. If this Task Order is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Task Order.

G.5.1 Limitations of Funds (Modifications)

Incrementally funded Modifications issued under this Task Order are subject to FAR 52.232-22 "Limitations of Funds" (APR 1984).

G.6 GOVERNMENT PERSONNEL

G.6.1 Contracting Officer's Technical Representative (COTR)

The performance of the work required under the Task Order shall be subject to the technical review of the OIG COTR. The following individual has been designated as the COTR:

Doreen Grant-Watkins

U.S. Department of Homeland Security
Office of Inspector General
Office of Counsel

Phone: (202) [REDACTED]

Email: [REDACTED]@oig.dhs.gov

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- a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant Task Order. The COTR serves as the technical liaison with the contractor. The COTR is *not* authorized to change the scope of work or specifications as stated in the Task Order, to make any commitments or otherwise

obligate the Government, or to authorize any changes which affect the Task Order price, delivery schedule, period of performance or other terms or conditions.

b. In the event any technical direction offered by the COTR is interpreted by the contractor to be outside of this Task Order, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) calendar days after the contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the "Changes" clause, and (2) the contractor's draft revisions to the terms of the Task Order that it thinks are necessary to implement the technical direction.

c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant Task Order shall not be construed to authorize the revision of the terms and conditions of this Task Order. Any such revision shall be authorized only in writing by the Contracting Officer.

G.6.2 Alternate COTR

a. Designation of "Alternate" ACOTR. In the event that the OIG COTR of record (identified in G.6.1 above) is unavailable for a period of time during which the contractor requires technical guidance or during which other COTR duties must be fulfilled, then the person identified below has been designated by the OIG Contracting Officer to perform those duties as the Alternate COTR.

Katherine Gallo

U.S. Department of Homeland Security
Office of Inspector General
Office of Counsel
Phone: (202) 254-
Email: @oig.dhs.gov

b2

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this Task Order shall not be construed to authorize the revision of the terms and conditions of this Task Order. Any such revision shall be authorized only in writing by the Contracting Officer.

G.7 CONTRACTOR PERSONNEL

G.7.1 Project Manager

a. The contractor shall appoint a Project Manager who will be the contractor's authorized supervisor for technical and administrative work performed under the resultant Task Order. The Project Manager shall act as the single point of contact between the contractor and the DHS/OIG COTR or other duly authorized of the Government representative under the Task Order.

b. The Project Manager shall receive and execute, on behalf of the contractor, such technical assignment directives as the COTR, or duly authorized representative, may issue within the terms and conditions of the Task Order.

Name: **Brandy R. Butler**

Address: Aspen of DC, Inc.
1101 15th Street, NW,
Suite 202
Washington, DC 20005

Phone: (202) 380- [REDACTED]

Email: [REDACTED]@aspenofdc.com

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G.8 KEY PERSONNEL

a. The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the Task Order by adding or deleting personnel, as appropriate.

b. Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the Task Order. The Contractor shall not remove or replace personnel under this Task Order until the Contracting Officer approves the change.

The Key Personnel under this Task Order are:

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUN 2009)**

- a. No later than 7 days prior to the expiration date of the contract, the Government will issue the Contractor its notice of intent to exercise an option period. The preliminary notice does not commit the Government to an extension.
- b. At any time prior to the expiration date of the contract, the Government may exercise an option period, unilaterally, provided that Government gave proper notice.
- c. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- d. The total duration of this task order, including the exercise of any options under this clause, shall not exceed six (6) months.

If the Government exercises the Option Period to extend the term of the Task Order, Section F, Period of Performance, will be modified accordingly to reflect the new contract expiration date, and the estimated ceiling amount of the Contract will be modified to reflect the increase resulting from the exercised Option Period.

H.2 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the resultant Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) days of contract expiration date.

H.3 CONFIDENTIALITY OF REPORTS AND OTHER DATA

Neither the contractor nor any employee thereof shall divulge to any third party any information obtained from the agency or information concerning work performed, results obtained, or any other information in connection with the resultant contract without the prior written consent of the Contracting Officer.

H.4 OIG REVIEW OF ANNOUNCEMENTS OR PUBLISHING

The contractor agrees that neither the contractor, nor any subcontractor, shall make public releases of information or any matter pertaining to the resultant contract, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this

clause shall survive the expiration of the resultant contract. The provisions of this clause shall be included in all subcontracts at any tier.

H.5 GOVERNMENT FURNISHED PROPERTY (GFP) and CONTRACTOR ACQUIRED PROPERTY (CAP)

(a) Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to the Contractor for use in the performance of a contract. Additionally, property is considered Contractor Acquired Property (CAP) when the contractor has used contract funds to acquire it for the purpose of performing the resultant Contract. The Government retains title of CAP. When CAP is subsequently transferred to another contract, physically or otherwise, it then becomes GFP.

(b) The Contractor shall obtain the OIG CO written consent prior to purchasing any property for the Government's account, in accordance with Subcontracts Clause of the resultant Contract

(c) GFP and CAP shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45 and the Government Property clause of this Task Order.

(d) In accordance with FAR Part 45, evidence of receipt of GFP and CAP shall be provided to the Government within (1) one week of receipt of said Government Property.

(e) Evidence of receipt shall be provided in the following manner:

One (1) copy of each of the document(s) evidencing receipt of the property shall be sent to the following addresses:

U.S. Department of Homeland Security
Office of Inspector General
Attn: Office of Management/Facilities Management Division
245 Murray Drive SW
Bldg. 410
Washington DC 20528
Phone: (202) 254-[REDACTED]
gement-HQ-Facilities@oig.dhs.gov

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(f) The Contractor may be required, by the direction of the OIG CO, to perform an annual physical property inventory to include both GFP and CAP. The Contractor shall report the results of this inventory to the Government to include the information required by the Federal Acquisition Regulation. The Government will notify the Contractor of the effective dates of the report.

(g) In accordance with Federal Acquisition Regulation (FAR) Part 45, Contractors are required to submit a financial property report each year, for each contract, showing the dollar amount of Government property.

As appropriate and based on the availability of resources, the following property will be furnished to the Contractor by the Government for use in the performance of the resultant Contract.

X - Not Applicable (N/A)

If required, the report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 700-5, Contractor Report of Government Property.

H.6 COMPUTER PROGRAMS/DATA BASES/PRINTER LAYOUTS AND LOGIC TABLES, (Revised May 1994)

a. General

All computer programs, data files, tables and associated documentation developed under this contract are the property of the Federal Government and shall be delivered by the Contractor, as mutually agreed upon with the COTR by the due date, in accordance with the following paragraphs. All computer programs and databases developed without Federal funds, and used in performance of this contract remain the property of the Contractor. If any programs or databases are modified, however, and used in performance of this contract, title to the modified portion shall vest in the Government.

Computer Programs

For each computer program developed or modified under this contract, the following items and/or information shall be provided:

1. A general or "overview" flowchart that references the main program and each called subprogram and operation of the system.
2. Detailed flowcharts for each section or subroutine of the system. These shall include reference to labels or addresses actually used in the program.
3. A brief description of each flowchart.
4. A listing of all program source codes, with sufficient comment to identify important procedures.
5. The source code itself on tape or disc, as appropriate.
6. Running instructions for the computer operator, including an explanation of all possible messages other than those provided by the computer manufacturer.
7. Running instructions for the user, including a full description of user "prompting" by the replies to the executive or command module in the case of a user-friendly program.

Databases

For each database developed or modified under this contract, the following items and/or information shall be provided:

1. A copy of each database.
2. Each data element (field) shall be defined as to format, content, length, type of characters or numbers, and what must be present in the full case.
3. Each record and its format shall be defined completely, including all control symbols and fields.
4. Blocking shall be specified unambiguously.
5. Labels, sentinels, headers, tape marks and similar structures shall be specified.
6. Density, number of tracks, character codes and special symbols shall be defined.

Printer Layouts and Logic Tables

Copies of the forms actually used shall be provided, except that they may be recopied if necessary for clarity.

H.7 COMMON SECURITY CONFIGURATIONS

The provider of information technology shall demonstrate that applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 8 configured to operate on Windows XP and Vista (in Protected Mode on Vista.) For the Windows XP settings, see:

http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see:

http://csrc.nist.gov/itsec/guidance_vista.html.

The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

H.8 CONFLICTS OF INTEREST

It is the Office of Inspector General's (OIG) policy not to award contracts to offerors whose objectivity may be impaired because of any related past, present or currently planned interest, financial or otherwise, in organizations regulated by OIG or in organizations whose interests may be substantially affected by OIG activities. Based on this policy:

The Contractor shall not employ a Project Manager or FOIA Processor(s) for this task order that is an employee of the United States Government if that employment would, or would appear, to cause a conflict of interest.

H.9 LOGISTICS

Place of Performance.

The primary place of performance will be at OIG headquarters in Washington, DC.

Hours of Operation.

The Contractor's employees shall generally perform all work between the core hours of 8:00 a.m. through 4:30 p.m. EST Monday through Friday with a 30 minutes flexible daily lunch schedule and a 15 minute break in the morning and afternoon, except the Federal holidays listed below.

In rare circumstances, there may be occasions when Contractor employees shall be required to work longer than normal business hours, to fulfill requirements having sensitive deadlines under this Task Order. The Contractor shall invoice for only the actual hours worked at the hourly rates specified in Section B. In these rare circumstances, the Contract Manager will be provided with as much advance notice as possible.

Absences.

The Contractor, at DHS-OIG's request, shall provide a backup if the regularly scheduled FOIA Processor(s) is unable to work for reasons such as (e.g. illness).

Federal Holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving	Christmas Day
Inauguration Day (Washington, DC only)	

Holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on Sunday are observed on the following Monday.

H.10 SECURITY REQUIREMENTS

Personnel and Security Requirements.

All necessary forms will be provided to the Contractor at time of award. A **Secret clearance** is required before the FOIA Processor(s) may begin to perform the requirements of this Task Order. The Contractor must also have a facility clearance and provide a CAGE code.

(a) "Sensitive Information" is any information or proprietary data which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national

defense or foreign policy.

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

(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.

Contractors may not commence work prior to notification of a favorable decision for entrance on duty (EOD). A decision should not be expected for at least 20 days provided all forms submitted are completed accurately and negative issues do not arise during the course of the security process.

(d) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by OIG, at any time during the term of the contract.

(e) Each employee of the Contractor shall be a citizen of the United States of America., or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151. An alien authorized to work shall present evidence from U.S. Citizenship and Immigration Services that employment will not affect his or her immigration status.

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

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 FAR CLAUSES INCORPORATED BY REFERENCE**

The resultant Task Order incorporates the following Federal Acquisition Regulation clauses (FAR) by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/FAR/

X	52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (APR 2012)
X	52.212-4	Contract Terms and Conditions- Commercial Items (FEB 2012)
X	52.212-3	Offeror Representations and Certifications- Commercial Items (APR 2012)
X	52.212-2	Evaluation- Commercial Items (Jan 1999)
X	52.212-1	Instructions to Offerors- Commercial Items (Feb 2012)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment

Title

Number of Pages

Attachments: NONE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/19/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DHS-IG 245 MURRAY DRIVE SW BLDG 410 WASHINGTON DC 20528	CODE DHS-IG	7. ADMINISTERED BY (If other than Item 6) DHS-ADMIN 245 Murray Dr. SW Mailstop:2600 Washington DC 20528	CODE DHS-ADMIN	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASPEN OF DC INC 1101 15TH STREET NW SUITE 202 WASHINGTON DC 200055002		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07F-5447R HSIGAQ-12-F-00016	
			10B. DATED (SEE ITEM 13) 06/12/2012	
CODE 1343923770000	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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 X	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. FAR Part 52.243-3 Changes-Time-and-Materials or Labor-Hours.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Part 1.602-1 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.)

DUNS Number: 134392377+0000

Title: FOIA Contractor-Provided Support Services

This modification is issued to 1) to add required DHS security clauses and provide the contractor with instructions on the proper handling of any classified and/or sensitive information throughout the period of performance of this Task Order, and 2) provide guidance on contractor employee access. Accordingly, please see the following pages for the modifications, which are being made to the following Sections of this Task Order: Section H, Special Contract Requirements.

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) Vincent Lynch	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. DATE SIGNED 7/19/2012	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-07F-5447R/HSIGAQ-12-F-00016/0001

PAGE OF
 2 5

NAME OF OFFEROR OR CONTRACTOR
 ASPEN OF DC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES: Reason for Modification: Change Order Total Amount for this Modification: \$0.00 Total Obligation for this Modification: \$0.00 New Total Amount for this Award: \$27,130.00 New Total Obligation for this Award: \$27,130.00 Period of Performance: 06/18/2012 to 09/17/2012</p>				

1. Reference Section H, Special Contract Requirements- This section is being revised to add required DHS security clauses and provide the contractor with instructions on the proper handling of any classified and/or sensitive information throughout the period of performance of this Task Order.

This section (H.10, Security Requirements) is hereby revised as follows:

H.10 SECURITY REQUIREMENTS

52.204-2 Security Requirements.

(a) This clause applies to the extent that this contract involves access to information classified Secret.

(b) The Contractor shall comply with --

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

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

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

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

2. **Reference Section H, Special Contract Requirements**- This section is also being revised to provide guidance on contractor employee access under this Task Order.

H.11 CONTRACTOR EMPLOYEE ACCESS

3052.204-71 Contractor employee access.

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

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

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

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

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

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

(End of Modification)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 09/17/2012		4. REQUISITION/PURCHASE REQ. NO. REQIG-13-00037	
5. PROJECT NO. (If applicable)		6. ISSUED BY DHS-IG DHS-IG 245 MURRAY DRIVE SW BLDG 410 WASHINGTON DC 20528		7. ADMINISTERED BY (If other than Item 6) DHS-ADMIN 245 Murray Dr. SW Mailstop:2600 Washington DC 20528	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASPEN OF DC INC 1101 15TH STREET NW SUITE 202 WASHINGTON DC 200055002		8A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1343923770000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07F-5447R HSIGAQ-12-F-00016		10B. DATED (SEE ITEM 13) 06/12/2012	

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 18, 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 Net Increase: \$27,130.00

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

CHECK ONE X	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. FAR Part 52.217-9 Option to Extend the Term of the Contract (Mar 2000).
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 1.602-1 Authority and Supplemental Agreement among the parties for work within scope.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 134392377+0000

TITLE: FOIA Contractor-Provided Support Services

This modification is issued to 1) to extend the base period end date by three (3) months from: 09/17/2012 to: 12/17/2012 to adjust for when actual performance began under this Task Order, 2) exercise renewal option period for an additional 3 month extension beyond the adjusted base period end date of: 12/17/2012 to extend the period of performance for this Task Order by an additional 3 months from: 06/18/2012 through: 12/17/2012 to: 06/18/2012 through: 03/17/2013, and 3) increase the available amount of funding for this Task Order by: \$27,130.00 from: \$27,130.00 to: \$54,260.00. Accordingly, please see the following pages for the modifications, which are being made to the following Sections of this Task 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)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[Redacted]		Vincent Lynch	
15C. DATE SIGNED		15C. DATE SIGNED	
11/6/12		11/09/12	

NSN 7540-01-152-8070
Previous edition unusable

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

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-07F-5447R/HSIGAQ-12-F-00016/0002

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NAME OF OFFEROR OR CONTRACTOR
 ASPEN OF DC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order: Section B, The Schedule. LIST OF CHANGES: Reason for Modification: Exercise of Option Period Of Performance End Date changed from 17-SEP-12 to 17-MAR-13 Total Amount for this Modification: \$27,130.00 New Total Amount for this Version: \$54,260.00 New Total Amount for this Award: \$54,260.00 Obligated Amount for this Modification: \$27,130.00 New Total Obligated Amount for this Award: \$54,260.00 CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from \$27,130.00 to \$54,260.00 Obligated Amount for this modification: \$27,130.00 NEW DELIVERY LOCATION RECORD: Quantity: 0 Amount: \$27,130.00 Days after award: Unassigned Shipping Address: DHS-IG DHS/OIG/STOP 2600 245 MURRAY DR SW BLDG 410 WASHINGTON DC 20528 Mark For Address: NEW ACCOUNTING CODE ADDED: Account code: FIG0200SE13XX2012610001FIG600000025110000000XXXX XXXX Quantity: 0 Amount: \$27,130.00 Percent: 100 Subject To Funding: N Payment Address: Discount Terms: Net 30 Delivery Location Code: DHS-IG DHS-IG DHS/OIG/STOP 2600 245 MURRAY DR SW BLDG 410 WASHINGTON DC 20528 US FOB: Destination Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-07F-5447R/HSIGAQ-12-F-00016/0002

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NAME OF OFFEROR OR CONTRACTOR
 ASPEN OF DC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Period of Performance: 06/18/2012 to 03/17/2013</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>FOIA Contractor</p> <p>3 mo. Option Period: (12/18/2012 - 03/17/2013)</p> <p>Contractor to assist in processing large FOIA requests. An experienced contractor shall be responsible for handling FOI/PA requests from cradle-to-grave (i.e. recommend processing action, including appropriateness of fee waiver and expedited treatment requests; process records and apply appropriate exemptions for withholding information; draft response letters and other FOIA/Privacy Act correspondence, etc.).</p> <p>Product/Service Code: PR</p> <p>Product/Service Description: Purchase Request</p> <p>Delivery: 30 Days After Award</p> <p>Amount: \$27,130.00</p> <p>Accounting Info: FIG0200SE12XX2012610001FIG600000025110000000XXXX XXXX</p> <p>Funded: \$0.00</p> <p>Amount: \$27,130.00</p> <p>Accounting Info: FIG0200SE13XX2012610001FIG600000025110000000XXXX XXXX</p> <p>Funded: \$27,130.00</p>				27,130.00

1. **Reference Section B, The Schedule-** This section is being changed to extend the base period end date by three (3) months from: 09/17/2012 to: 12/17/2012 to adjust for when actual performance began under this Task Order. Therefore, the base period of this Task Order is hereby extended by three (3) months from: 06/18/2012 through 09/17/2012 to: 06/18/2012 through: 12/17/2012.

2. **Reference Section B, The Schedule-** This section is further being revised to exercise the renewal option period for an additional 3 month extension beyond the adjusted base period end date of: 12/17/2012 to extend this Task Order by an additional 3 months. Therefore, the period of performance for this Task Order is hereby extended by: 3 months from: 06/18/2012 through: 12/17/2012 to: 06/18/2012 through: 03/17/2013.

3. **Reference Section B, The Schedule-** This section is being revised to increase the available amount of funding for this Task Order by: \$27,130.00 to fund the renewal option period; therefore, the available amount of funding for this Task Order is hereby increase by: \$27,130.00 from: \$27,130.00 to: \$54,260.00.

(End of Modification)