AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002	08/05/2011	0020062411	

6. ISSUED BY CODE 7014
DHS - Customs & Border Protection
Customs and Border Protection
1300 Pennsylvania Ave, NW
Room 7.2C
Washington DC 20229

7. ADMINISTERED BY (If other than Item 6) CODE
DHS - Customs & Border Protection
Customs and Border Protection
1300 Pennsylvania Ave, NW
Room 7.2C
Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
MANTECH SRS TECHNOLOGIES INC
3865 WILSON BLVD
STE 800
ARLINGTON VA 22203-1780
CODE 066183039 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
☐ 10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1011J00222
☒ 10B. DATED (SEE ITEM 13) 04/16/2011

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)
NOT APPLICABLE

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☒ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

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

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

Modification P00002 is executed to amend the Terms and Conditions, Sections 5.5, Milestone/Deliverable schedule in Task Order #3. The revised terms and conditions are attached, effective as of 8/5/2011, reference Program Management Office Support Services Contract, Task Order 3 Terms and Conditions, dated August 5, 2011.

1. This administrative change is made per the request of the Contractor.

2. Section 5.5 is hereby modified to change the delivery date for the monthly Project Status Report from the 10th calendar day of each month to the 25th calendar day of each month.

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)
[redacted], CONTRACTS	PERRY L. SMITH Contracting Officer
15B. [redacted] to sign) — 15C. DATE SIGNED 8/5/2011	16B. [redacted] — 16C. DATE SIGNED 8/5/2011

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243 (10-83)

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

3. All other terms and conditions remain unchanged and in full effect.

Program Management Office Support Services (PMOSS) Contract
Task Order 3, Terms and Conditions
August 5, 2011

Federal Tax Exempt ID: 72-0408780

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

NOTES:

SECTION 1

1.1 General

The contractor shall provide all management, supervision, labor, and materials necessary to perform Task Order 03, *OTIA Program Management Office Support Services* and elements of Section C of the base contract, on a Cost Plus Fixed Fee (CPFF) basis. The contractor shall provide services to support the Office of Technology Innovation and Acquisition (OTIA) mission in accordance with (IAW) the Performance Work Statement (PWS) and other sections of this task order (TO).

For this TO, the fixed fee is calculated at (b) (4) for a total value of (b) (4)

1.2 Performance Period

The term of this CPFF task order is from 16 April 2011 through 15 April 2012.

1.3 Contract Pricing

The contractor shall price labor rates IAW the pricing set forth in Section B.5 of the Base Contract.

Other Direct Costs (ODCs) consist of materials and performance-related costs (other than labor or travel costs). The cost of general-purpose items required for performing the contractor's normal business operations will not be considered an allowable direct charge ODC when performing this TO.

Travel includes prime contractor and subcontractor travel costs; i.e. relocation and temporary duty (TDY), including lodging and meals. Profit is not allowed on Travel.

1.4 Work Outside the Continental United States (OCONUS)

The Government anticipates there may be work outside the United States; however, the level of effort would be very low. The contractor shall use the same labor rates consistent with working at the Government site.

1.5 Task Order Period

Labor and ODCs Contract Line Item Numbers (CLIN)

CLIN	Description	Total NTE Cost
0010	Labor	(b) (4) [redacted]
0020	ODC	
0030	Travel	
0040	Fixed Fee (b) (4) [redacted]	
Total NTE Price:		**$27,800,418.75**

1.6 Incremental Funding

Incremental funding for CLINs 00010 through 00040 is currently allotted and available for payment by the Government as detailed below. Additional incremental funding for these CLINs will be allotted and available for payment by the Government as the funds become available. The Government will modify the task order to add funds incrementally over the performance period of this TO. These allotments constitute the estimated cost for the purpose of FAR Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis. The amount presently available for payment and allotted to the TO is $18,361,078.00.

CLIN	Description	Total NTE Cost
0010	Labor	(b) (4) [redacted]
0020	ODC	
0030	Travel	
0040	Fixed Fee	
Total NTE Price:		**$18,361,078.00**

SECTION 2

2.1 Attachment (s)

(1) Performance Work Statement (PWS), version 7, dated 14 April 2011.

SECTION 3

3.1 Packing, Packaging, Marking and Storage of Equipment

Unless otherwise specified, all items to be delivered under this TO shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this TO shall be at the contractor's expense. The contractor shall supervise the packing of all acquired equipment furnished by the contractor and shall supervise the unpacking of equipment to be installed.

3.2 Markings

All deliverables submitted to the CO, the Task Order PM and Task Order COTR shall be accompanied by a packing list or other suitable shipping documents that shall clearly indicate the following:

(a) Contract number;
(b) Name and address of the consignor;
(c) Name and address of the consignee;
(d) Government bill of lading number covering the shipment (if any); and
(e) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

3.3 Equipment Removal

All contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the contractor, at the contractor's expense, within 30 calendar days after TO expiration, or as mutually agreed by the Government and the contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the CO.

3.4 Deliverables Media

The Contractor shall deliver all electronic versions primarily by email and CD-ROM as well as placing it in the OTIA designated repository, unless security or sensitivity

requires hand-to-hand correspondence. Identified below are the primary required electronic formats, whose versions must be compatible with the latest, commonly available version on the market. The OTIA program offices may have other format requirements that will be specified as needed.

- Text — Microsoft Word 2003 version®
- Spreadsheets — Microsoft Excel 2003 version®
- Briefings — Microsoft PowerPoint 2003 version®
- Drawings — Microsoft Visio 2003 version®
- Schedules — Microsoft Project 2003 version®

SECTION 4

4.1 Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)

This TO incorporates the clauses contained in Section E of the Base contract by reference, with the same force and effect as if they were given in full text.

4.2 Inspection and Acceptance

Inspection and acceptance of all work and services performed under this TO will be in accordance with the FAR clauses incorporated at Section E, *Clauses Incorporated by Reference,* of the Base contract as applicable.

Final acceptance of all deliverables and or services performed as specified under this TO will be made in writing, at destination by the Task Order COTR.

4.3 Scope of Inspection

All deliverables will be inspected for content, completeness, accuracy and conformance to contract requirements by the Task Order PM and TO COTR. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables. The scope and nature of this type of testing must be negotiated prior to performance and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

The government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified by the CO or TO COTR.

4.4 Basis of Acceptance

The basis for acceptance shall be in compliance with the requirements set forth in the Base contract and the contractor's proposal and other terms and conditions of this TO.

Deliverables rejected under this TO shall be corrected in accordance with the applicable clauses in this section.

(a) Commercial and non-developmental hardware items, software items, pre-packaged solutions, and maintenance and support solutions will be accepted within thirty (30) calendar days of delivery when performance is in accordance with requirements.

(b) Services and Cost reimbursable items such as travel, extended working hours, and ODCs must be authorized by the COTR or Sub-COTR in advance of expenditure. ManTech provides thorough back-up documentation as part of its request for authorization for these items. The Government will accept these cost reimbursable items through approval of invoices submitted by the contractor that included these expenses. Receipts and backup documentation are available at Government's request.

(c) Reports, documents and narrative-type deliverables will be accepted when all discrepancies, errors or other deficiencies identified by the Government have been corrected.

(d) Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within five business days of the rejection notice. If the deficiencies cannot be corrected within five business days, the contractor shall immediately notify the CO and COTR of the reason for the delay and provide a proposed corrective action plan within 10 business days.

(e) The Government reserves the right to reject any deliverable based on defects with respect to completeness, correctness, clarity, and consistencies. In the event of a rejection of any deliverable, the CO or COTR will notify the contractor in writing within five (5) business days of the receipt of the deliverable of any deficiencies to be corrected. The Contractor shall have five (5) business days to correct the deficiencies. The Government will apply the following acceptance criteria to deliverables:

- Accuracy – all deliverables shall be accurate in presentation, technical content, and shall adhere to the guidelines set forth in this document. All documentation presented to the Government shall be complete, correct, clear, and consistent.
- Clarity – deliverables shall be clear and concise, engineering terms shall be used as appropriate. All design documents shall be easy to understand and be relevant to the supporting narrative and desired functionality.
- Consistency to Requirements – deliverables shall completely satisfy the requirements in this Performance Work Statement (PWS).
- File Editing – all documentation deliverables shall be editable by the Government.
- Format – deliverables shall be submitted via electronic media. Finalized deliverables shall be submitted in hard copy (where applicable) in addition to electronic media.

- Timeliness – deliverables shall be submitted on or before the due date specified in the PWS or submitted in accordance with a later scheduled date mutually agreed upon by the Government and the contractor. A deliverable is considered timely if submitted on or before the date specified in the milestones and deliverables table; and, if the Government provides any written notification of deficiencies, the contractor corrects the deficiencies within five (5) business days.

4.5 Review of Deliverables

(a) The Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) business days from receipt by the Government of the initial deliverable.

(b) Upon receipt of Government comments, the contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

(c) If written acceptance, comments and/or change requests are not issued by the Government within 30 calendar days of submission, the draft deliverable shall be deemed acceptable as written and the contractor may proceed with the submission of the final deliverable product.

4.6 Written Acceptance/Rejection by the Government

The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 calendar days. Absent of written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

SECTION 5

5.1 Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)

This TO incorporates the clauses found in the Base contract by reference with the same force and effect as if they were given in full text.

5.2 Term of the Task Order

The term of this TO is one year. The period of performance is from 16 April 2011 through 15 April 2012.

5.3 Place of Performance

The primary place of performance shall be the OTIA facilities in Washington, D.C. or Arlington, VA (Crystal City). It is the Government's expectation that almost all contractor personal on this contract shall fulfill their duties at the place of performance. The Government anticipates the contractor may perform a limited portion of the required work at the contractor's facilities.

Support for the OTIA field offices shall be conducted either at OTIA headquarters or those field offices. Currently the OTIA Field Office is located in Tucson, AZ. However the Government may establish field offices in Yuma, AZ; El Paso, TX; and Detroit, MI. Any work to be performed at sites other than the OTIA offices requires pre-approval by the CO or COTR.

For this TO, any off-site contractor meetings that require the attendance of contractor staff on this TO will be limited to half-day, once per month and must be coordinated with the respective OTIA PM and TO COTR. Meetings must not adversely impact OTIA operations. Any additional meetings by the contractor that are conducted off-site during core business hours must be approved in advance by the OTIA PM and TO COTR.

The contractor shall provide conference rooms and services at its facilities, on an as-needed basis, for OTIA Government personnel to conduct off-site meetings required to manage their programs and projects. These conference facilities are critical to facilitate focused deliberations with minimum interruption. Typical meetings are program or project Integrated Project Team (IPT) meetings, IPT working group meetings, Monthly Contractor Performance Reviews, and Milestone Decision Reviews.

5.4 Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the TO delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this TO, the contractor shall immediately notify the CO, Task Order PM and COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract. The contractor shall us the Problem Notification Report to report situations that delay the timely performance of this TO.

5.5 Deliverables

For purpose of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. Eastern Standard Time or Eastern Daily Time, as appropriate for the date of the year, at destination, Monday through Friday, unless directed by the CO or COTR.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two business days after notification of the presence of a virus.

Each deliverable shall be accompanied by a cover letter from the contractor on company letterhead, and signed by the appropriate person indicating the deliverable has gone through the contractor's quality control process. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.

The following schedule of milestones in the table below will be used by the Task Order PM and COTR to monitor timely progress under this TO. The following abbreviations are used in the table:

NLT: No Later Than
DOA: Date of Award
All references to Days: Workdays

MILESTONE/DELIVERABLE		PLANNED COMPLETION DATE
Project Start (PS)		At Date of Award (DOA)
Project Status Report		Monthly NLT 25th calendar day of the following month
Project Monthly Status Meeting: Briefing Slides		Once Per Month
Division Monthly Status Meetings: Briefing Slides		Once Per Month Per Division
Monthly Invoices		15th of each month, or as arranged to fiscal monthly accommodate contractor's billing cycle
Invoice Reviews with OTIA PMs and COTR		As Directed
Trips Report(s)		NLT 5 business days after travel
Exit Transition Plan – Draft	2.14	60 Days Prior to End of Task Order

Exit Transition Plan – Final	2.14	15 Days after receipt of Government Comments
Individual Subcontractor Report	5.6.1	By April 30 and October 30 of each year
Summary Subcontractor Report	5.6.2	By October 30 of each year

In the event the contractor anticipates difficulty in complying with any TO delivery schedule, the contractor shall immediately provide written notice to the CO, Task Order COTR, and OTIA PM. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

5.6 Subcontracting Plan Reports

The contractor company and contractor's Senior Lead PM shall ensure the company submits periodic reports that show compliance with their subcontracting plan. This is a contract-level reporting requirement in the Base contract.

5.6.1 Individual Subcontracting Report

The contractor shall submit the Individual Subcontracting Report electronically via the eSRS within 30 calendar days after the close of each calendar period. This is a contract-level reporting requirement in the Base contract. The Contractor shall also submit evidence of the ISR submittal to the COTR.

5.6.2 Summary Subcontract Report

The contractor shall submit the SSR electronically to the COTR and into the eSRS. This is a contract-level reporting requirement in the Base contract. The contractor shall submit the SSR to the Office of Small and Disadvantaged Business Utilization (OSDBU).

SECTION 6

6.1 Accounting and Appropriation Data

Accounting and appropriation data for obligations under this task order.

ACCOUNTING and APPROPRIATION DATA
6999.3194USCSGLCS0929010000Z00010173SB01 SB1003194

6.2 Points of Contact

The following subsections identify the roles and responsibility of individuals who will be the primary POCs for the Government on matters regarding TO administration. The Government reserves the right to unilaterally change any of these individual Government assignments at anytime. Written communications shall make reference to the contract number and shall be mailed to the addresses below.

Task Order Project Manager:

Name: (b) (6)
Address: Department of Homeland Security
US Customs and Border Protection,
Secure Border Initiative
1901 S. Bell Street, Floor 7th
Arlington, VA 20222

Email: (b) (6)

Contracting Officer's Technical Representative (COTR):

Name: (b) (6)
Address: Department of Homeland Security
US Customs and Border Protection,
Secure Border Initiative
1901 S. Bell Street, Floor 7th
Arlington, VA 20222

Email: (b) (6)

6.2.1 Contracting Officer

The CO within the Procurement Directorate has overall responsibility for the Base contract and all TOs. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the TO terms, conditions, requirements, specifications, details and/or delivery schedules. The CO for this TO is:

Name: Perry Smith
Address: Department of Homeland Security
US Customs and Border Protection,
Secure Border Initiative
1901 S. Bell Street, Floor 8th
Arlington, VA 20222

Email: (b) (6)

The CO will identify the COTR for this TO through a written appointment. The CO will provide a copy of the letter of designation with specific duties and responsibilities to the contractor.

6.2.2 Contractor's Lead Program Manager

The contractor's Senior Lead Program Manager (i.e., Lead Management Principal) shall be the central POC with the Government for all program-wide technical, staffing or delivery issues. The Lead PM shall represent the contractor at post-award status meetings, and shall be responsible for all issue resolution, program management, other TO support, and overall TO performance.

6.3 Unauthorized Work

The contractor is not authorized, at any time, to commence TO performance prior to issuance of a signed TO or other written approvals provided by the CO to begin work (e.g., modifications to the TO).

6.4. Task Order Protests

In accordance with FAR Part 16.505(a)(9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a TO under this contract, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

6.4 Billing

All payments must be authorized by the Contracting Officer.

6.5.1 Billing Instructions

The Contractor shall submit each voucher/invoice to the CBP National Finance Center (cbpinvoices@dhs.gov), TO COTR, and the CO. The COTR will validate whether the voucher/invoice is proper; the CO will authorize invoice payment of validated costs. Improper invoices shall be returned to the contractor. The contractor shall take all actions necessary to revise and resubmit the voucher/invoice. The contractor shall not arbitrarily send an invoice to the CBP NFC without, first, sending the invoice to the CO and COTR.

To facilitate the invoicing and validation process, the contractor shall separate and represent the various labor categories into distinct areas of support. For example, the contractor shall identify and represent which personnel work primarily for the PMO and business management functions versus which personnel work primarily in systems engineering, integration and deployment.

The contractor's Financial Manager shall sign all vouchers for this TO and provide them to the TO COTR pursuant to FAR 52.216-7 and 52.216-8. Vouchers and required supporting

documentation, such as proof-of-authorizations and receipts, shall be copied, stored and be available for inspection by the Government during the life of the Base contract and this TO.

Cost Reimbursement vouchers shall be submitted in accordance with FAR 52.216-7 and must specify as a minimum the following information for the billing period:

(1) Employee name;
(2) Employee company labor category;
(3) Hours each employee worked;
(4) The total cost and fee billed for the current billing period;
(5) The cumulative cost and fee billed for the current fiscal year;
(6) The cumulative cost and fee billed for the task order to date;
(7) Current and cumulative costs shall be shown at the Contract Line Item Number (CLIN) level; and
(8) Cost incurred not billed.

For Cost Reimbursement funding documents, the contractor shall provide supporting documentation identifying the purpose and itinerary of all travel and other cost reimbursable ODCs being billed during the billing period.

The contractor shall submit a completion voucher for each funding document.

6.5.2 Level of Effort

(a) The Contractor shall expend its best efforts towards accomplishing the task order work effort. The level-of-effort (LOE) required under this task order shall consist of minimum man-hours not less than 97% (b) (4) and maximum man-hours not more than 103% (b) (4) of the targeted man-hours of (b) (4) man-hours based on (b) (4) FTEs as specified in Section 7, Paragraph 7.11. The man-hours will be provided by direct charge personnel consisting of the Prime contractor and the Subcontractor and/or consultants. To recap:

i. Minimum hours = (b) (4)
ii. Target hours = (b) (4)
iii. Maximum hours = (b) (4)

(b) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be monitored to avoid an exhaustion of the total man-hours before the expiration of the term of the task order.

(c) Progress towards the target level of effort shall be monitored and reported on monthly Project Status Report. The Contractor shall provide calculations of the projected cumulative hours invoiced, percent to completion, and fulfillment of hours against estimated target hours for the delivered period of performance.

(d) Subject to FAR 52.216-8, Fixed-Fee, fee shall be invoiced and paid in full on a monthly basis at the fee percentage in Section 1, Paragraph 1.1. The entire fixed–fee is

payable at the completion of the task order if the Contractor expends the number of man-hours within the minimum and maximum range as set forth in (a) above.

(e) Actual LOE performed will be determined at the completion of the task order based on the performance throughout the entire period of performance of the task order. Within 60 days of task order completion, the Contractor shall submit to the Contracting Officer a summary statement supported by a breakdown, by labor category, of the man-hours expended in the performance of this task order. If the LOE is below the minimum LOE specified in Paragraph (a) the Contractor shall submit an adjusting invoice based on the Fee Reduction formula in Paragraph (f).

(f) The fee for performance under this task order is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. Paragraph (e) defines the time line for making the final determination for fee. In the event the minimum effort is not provided as specified, the fee shall be equitably adjusted downward to reflect the diminution of work in accordance with the following formula:

$$\text{Fee Reduction} = \text{Fee (in \$)} \times \frac{\text{(Minimum LOE} - \text{Expended LOE)}}{\text{Minimum LOE}}$$

"Fee Reduction" computed by the above formula is the dollar amount by which the fee specified in the task order will be reduced. "Fee" in the above formula means the fixed fee specified in the task order for CPFF type task order. "LOE" in the above formula means "level of effort" expressed in man-hours.

(g) There are a defined number of approved billets, reference Task Order 3 Approved Billet List dated June 6, 2011, Attachment 1, which reflects the total number of FTEs. The government may require additional hours to be performed under the existing billets in Attachment 1 up to the maximum number of hours without a change in fee. This includes billets changes IAW paragraphs (h), (i) and (J).

(h) In the event the level of effort provided by the Contractor is expected to fall below the target level of effort for the total period of performance, the Government may increase the number of approved billets within the level of effort range such that the target number of required hours will not be exceeded. The level of effort and applicable range will not change, thus, the fee will not change.

(i) If during the course of the task order the Government increases the number of approved billets as defined in Attachment 1, in excess of the target level of effort, the Government shall solicit a proposal for the estimated cost of the increase in billets, to include but not limited to cost for labor, fee on labor solicited, and fee on other applicable costs proposed. Upon determination that the proposal is satisfactory, the Government shall modify the task order accordingly to include increasing the target by the number of hours solicited, and the minimum and maximum labor hours respectively. The ceilings for labor and fee shall also be increased accordingly.

(j) If during the course of the task order the Government decreases the number of approved billets as defined in Attachment 1, the Government shall solicit a proposal for the estimated costs and fee of the decrease in billets, to include but not limited to reductions in cost for labor, reduced fee on labor solicited, and reduced fee on other applicable costs proposed. Upon determination that the proposal is satisfactory, the Government shall modify the task order accordingly to include decreasing the target by the number of hours solicited, and the, minimum and maximum labor hours respectively. The ceilings for labor and fee shall also be reduced accordingly.

6.6 Quick-Closeout Procedure

This section incorporates by references the Quick-Closeout Procedures identified in the Base contract.

In accordance with FAR 42.708, Quick-Closeout Procedure, and the Base contract, the contractor is authorized to use the quick-closeout procedure for this TO.

In accordance with FAR 42.708(a), the CO has the authority to negotiate settlement of indirect costs for the TO if it is physically complete; the amount of unsettled indirect cost to be allocated to the TO is relatively insignificant; and agreement can be reached on a reasonable estimate of allocable dollars.

In accordance with FAR 42.708(b), a determination of final indirect costs under the quick-closeout procedures shall be final for the TO and no adjustment shall be made to other contracts for over- or under-recoveries of costs allocated or allocable to the contract covered by the agreement.

Modifications for quick-closeout will include the following statement: "The bilateral execution of this modification releases the Government and ManTech SRS Technologies, Inc. from any further obligation."

SECTION 7

7.1 Authorized Users

This TO is for the Office of Technology Innovation and Acquisition and the Enterprise Contracting Office.

7.2 Maximum Task Order Limitation

The Government has no obligation to award option periods to the contractor beyond the base year NTE value.

7.3 Contractor Justification for Other Direct Costs

All materials required for performance under this TO that are not Government-furnished, shall be furnished by the contractor. The contractor shall utilize Government supply sources when available, including the mandatory-for-consideration DHS commodity contracts. Ownership of supplies acquired by the contractor with Government funds, for performance of this TO, shall vest with the Government.

If applicable, the contractor shall submit the documentation required to the CO for approval prior to entering into any equipment lease or purchase agreement.

7.4 Selected Items of Costs

7.4.1 Travel Costs (Including Foreign Travel)

Contractor personnel shall be required to travel to support the requirements of this contract. Long distance and local travel shall be required in the Continental United States (CONUS) and may be required Outside the Continental United States (OCONUS). For travel requirements, the contractor shall provide estimated travel requirements to the OTIA PM and COTR as soon as possible. The contractor shall then coordinate specific travel arrangements with the COTR to obtain advance, written approval for the travel about to be conducted. The contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel. The Government encourages the contractor to implement an automated process and electronic tool (e.g., Microsoft Excel® spreadsheet and Email) to assist the contractor and Government manage and track Travel requests, costs and CLIN balances.

If any travel arrangements cause additional costs than those previously approved, written approval by the COTR is required, prior to undertaking such travel.

The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under non-refundable airline tickets are reimbursable, as long as the changes are caused by the work requirement. Travel performed for personal convenience or daily travel to and from work at the contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with contractor travel shall be IAW with FAR Part 31.205-46, Travel Costs.

7.4.2 Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain personnel qualification requirements. Other training may be approved on a case-by-case basis by the CO based upon review by the COTR. Attendance at workshops or symposiums is considered training for purposes of this clause.

7.4.3 General Purpose Office Equipment and IT

Other than Government Furnished Property (GFP), the cost of acquiring General Purpose Office Equipment (GPOE) and information technology (IT), for off-site work, shall not be allowable as direct charges to this TO. The contractor is expected to have the necessary contractor facilities to perform the requirements of this TO, including any necessary GPOE and IT. (See the Base contract for more specific definitions of GPOE.)

7.5 Government Property, Information, Workspace

The Government will provide the items identified in this section as necessary for the contractor to fulfill the tasks described in the work statement.

Government Furnished Property (GFP): The Government will provide furnished workspace equipped with a desk, computer, and telephone and convenient access to a printer, fax machine, and photocopier. The Government will also provide standard office supplies such as paper, pens and notebooks required to operate efficiently.

The Government will not furnish office equipment or supplies for the purpose of key personnel identified by the government to work offsite.

Government Furnished Information (GFI): The Government will provide information on an as needed basis in support of this TO. All GFP/GFI shall be returned to the Government at the completion of the TO.

7.5.1 Contractor Acquired Property.

In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required.

7.5.2 Disposition of Government Property

Thirty (30) calendar days prior to the end of the TO period of performance, or upon termination of the contract, the contractor shall furnish to the COTR a complete inventory of all Government Property in their possession under this TO that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The COTR will furnish disposition instructions on all listed property which the contractor purchased under this contract.

7.6 Long Distance and Local Travel and Trip Reports

Before undertaking long distance or local travel (Travel) to any Government site or any other site in performance of this TO, the contractor shall coordinate Travel with the respective OTIA PM and COTR. Before undertaking Travel, the contractor shall have Travel approved by the COTR or Sub-COTR. The contractor shall notify the COTR prior to any anticipated travel.

Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long distance travel, the contractor shall prepare a Travel Authorization Request for Government review and approval. Long distance travel will be reimbursed for cost of travel comparable with the Federal Travel Regulations (FTR).

Requests for travel approval shall:

- Be prepared in a legible manner;
- Include a description of the travel proposed, including a statement of purpose and all estimated costs;
- Be summarized by traveler;
- Identify the Contract number;
- Identify the CLIN associated with the travel; and
- Be submitted in advance of the travel with sufficient time to permit review and approval by the COTR.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

The contractor shall only embark on Travel when sufficient funds are available in the Travel CLIN, and only upon approve from the COTR or Sub-COTR.

The contractor shall submit a Trip Report for all approved long distance travel. For the purpose of Trip Reports, the contractor shall keep a summary of all long distance travel, to include at a minimum, the name of the employee, location of travel, duration of trip, and POC at the travel location.

7.7 Disclosure of "Official Use Only" Information Safeguards

Any Government information made available or to which access is provided, and which is marked or should be marked "Official Use Only," shall be used only for the purpose of carrying out the provisions of this TO and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the contractor or subcontractor at any tier shall require prior written approval of the CO. Requests to make such disclosure should be addressed to the CO and "copy to" the COTR.

7.8 Disclosure of Information--Official Use Only

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and

3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

7.9 Contractor's Employees Identification

During the period of this TO, the rights of ingress and egress to and from any office for the contractor's personnel shall be made available as deemed necessary by the Government. All contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive Identification Badge furnished by the Government. All Government provided Identification Badges and electronic building access devices (Fob) shall immediately be delivered to the COTR upon the termination of employment of any contractor personnel. All on-site contractor personnel shall abide by security regulations applicable to that site, including but not limited to Information Technology Security provisions..

7.10 Notification Requirements Under a Cost Reimbursement Contract

Contractor notification requirements for FAR clause 52.232-20(b) "Limitation of Cost"; FAR clause 52.232-22 (c) "Limitation of Funds" for a CPFF contract shall be accomplished only by separate correspondence directed to the CO with copies to the COTR and Task Order PM. No other form of "notification" (e.g., mention in any type of monthly progress or status report or verbal notice to the PM) will effect compliance. Further, notification to any individual other than the CO shall not constitute compliance with this requirement.

7.11 Level of Effort

The estimated level of effort required for this task order is (b) (4) FTEs, or approximately (b) (4) man-hours, for the period of April 16, 2011 through April 15, 2012. The contractor shall work to achieve this target level of effort, within a minimum and maximum range as specified in Section 6, Paragraph 6.5.2.

The level of effort shall be achieved through fulfilling the required billets and specified labor categories listed in Attachment 1. Any vacancies are immediate needs which the contractor is required to fill as soon as practicable.

This task order shall provide support within the following labor disciplines: Sr. Management Principal, Management Principal, Sr. Management Analyst, Management Analyst, Analyst, Sr. Financial Analyst, Financial Analyst, Sr. Management Consultant, Management Consultant, Sr. Program Manager, Program Manager, Project Manager, Sr. Management Analyst, Management Specialist, Subject Matter Expert I, Subject Matter Expert I, Subject Matter Expert II, Subject Matter Expert III, Subject Matter Expert IV, Sr. Support Specialist, Support Specialist, IT Specialist, Communications Specialist, Sr. Engineer, Engineer, and Administrative Assistant.

7.12 Key Personnel

Key personnel are those contractor personnel considered to be essential to the performance of this TO. The contractor's Lead Management Principal is designated as key, and may only be replaced with the approval of the CO, PM/COTR , IAW the terms and conditions of the Base contract.

If the Government determines that certain personnel are "key" to successful completion of the contract, they will be designated as "Key Personnel."

7.12.1 Key Personnel Positions

The TO Lead Management Principal (and Deputy PM if applicable) shall be key personnel and certified as a DoD or DHS Level 2 Program Manager or a certified Project Management Professional (PMP) Project Manager. DoD or DHS Level 3 is desired for the TO Lead Management Principal and Deputy. However, DoD or DHS Level 2 or PMP certification and extensive experience will be accepted. The contractor shall propose appropriate labor categories for the positions listed below. The Government does not intend to dictate the composition of the ideal team to perform this TO. The Government encourages the contractor to propose key positions as it deems beneficial to the Government in light of its proposed managerial and technical methodology.

While a one-to-one correlation between key personnel and core competencies is not required, the Government suggests the contractor propose a balanced team to mitigate project risk. The following are key personnel:

- Key Personnel #1: Task Order Lead Management Principal
- Key Personnel #2: Senior [Systems] Engineer
- Key Personnel #3: Senior Financial Analyst

7.12.2 Specialized Disciplines

The contractor shall identify key personnel for specialized functional areas that have at least 8 years experience in a major acquisition program of the size and scope of the OTIA program. Key personnel shall possess at least a B.A. or B.S. degree, and preferably a Master's degree, in the area related to the key position proposed; and demonstrated accomplishments appropriate to the discipline area proposed. Additional specialized experience requirements are identified in the following paragraphs for some key positions.

(a) Key Personnel #1: Task Order Lead Management Principal

The contractor shall identify a Task Order Lead Management Principal, who shall provide management, direction, administration, quality assurance, and leadership for executing this TO. The Task Order Lead Management Principal shall manage and direct all contractors working under the TO.

The Task Order Lead Management Principal is ultimately responsible for the quality and efficiency of the support effort. The Lead Management Principal shall have recent experience successfully planning, directing and managing complex acquisitions similar in size and scope to the OTIA Program.

The Lead Management Principal shall have demonstrably strong managerial experience organizing, planning, directing, and managing contractor staff to ensure that the goals and objectives of the TO are met. The Lead Management Principal shall demonstrate strong experience in problem resolution and customer satisfaction accomplished within prescribed time frames and funding parameters.

(b) Key Personnel #2: Senior [Systems] Engineer

The contractor shall identify a Senior [Systems] Engineer (SE) for the Chief Engineer and the Systems Engineering Directorate to serve as the contractor's POC to the Government's Systems Engineer, and to provide supervision and guidance for all engineering contractor personnel assigned to the TO. The Senior SE is ultimately responsible for the quality and efficiency of the engineering program support effort. The SE shall have at least 8 years experience in systems engineering and educational experience and accomplishments appropriate to the discipline. The SE shall have demonstrably strong experience managing and overseeing the successful implementation of proven, disciplined systems engineering processes resulting in a total system solution that is robust to changing technical, production, and operating environments, adaptive to the needs of the user, and balanced among the multiple requirements, design considerations, design constraints, and program budgets.

(c) Key Personnel #3: Senior Financial Analyst

At a minimum, the Senior Financial Analyst shall possess a Bachelor's degree and at least 8 years experience supporting major acquisition program of the size and scope of the OTIA program. The analyst shall have demonstrated experience with budget planning, financial management and accounting methods, and financial management tools. The analyst shall have demonstrated experience with EVM practices, life-cycle cost estimating, program spend-plans and Integrated Baseline Reviews as the IBRs relate to program financial management.

7.13 Substitution of Key Personnel

The Government anticipates and strongly encourages the contractor propose key personnel that will remain on the TO for at least 12 months. The contractor shall notify the CO and the COTR prior to making any changes in key personnel. No changes in key personnel will be made unless the contractor can demonstrate that the qualifications of the prospective replacement are equal to or better than the qualifications of the key person being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The CO shall be notified in writing of any proposed substitution at least

fifteen (15) business days, or a to-be-determined number of days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(a) An explanation of the circumstances necessitating the substitution;
(b) A complete resume of the proposed substitute; and
(c) Any other information requested by the CO to enable the OTIA PM, COTR and CO to assess whether or not the contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The CO, COTR, or other key Government personnel will evaluate substitution requests; and the CO will promptly notify the contractor of the CO's approval or disapproval in writing. All disapprovals will require resubmission of another substitution within 15 calendar days by the contractor.

In the event that a change in key personnel is caused by an individual's sudden illness, death, or termination of employment, the contractor shall promptly notify the CO and provide the information required to provide for a replacement.

7.14 Interrelationships of Contractors

The Government has entered into other contractual relationships to provide technical support services in the conduct of studies, analyses and engineering activities separate from the work to be performed under this TO. The contractor shall coordinate with such other contractor(s) through the OTIA Government personnel in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other contractor(s) may be requested to assist the Government in the technical review of the contractor's technical efforts.

If contractor personnel have not already done so for the Base contract or TO, the contractor shall sign a Non-Disclosure Agreement (NDA), DHS Form 11000-6. The NDA shall be signed by all contractor employees assigned to perform services under this TO prior to any work commencing on the TO. Contractor personnel may be required to sign project / program / acquisition specific NDA(s) and Financial Disclosure Forms in order to participate in source selection advisory capacities.

7.15 Observance of Legal Holidays and Excused Absence

The Government hereby provides notification that Government personnel observe the listed days as holidays:

(1) New Year's Day
(2) Martin Luther King's Birthday
(3) President's Day
(4) Memorial Day
(5) Independence Day
(6) Labor Day
(7) Columbus Day
(8) Veterans' Day
(9) Thanksgiving Day
(10) Christmas Day

In addition to the days designated as holidays, the Government observes the following days:

(1) Any other day designated by Federal Statute;
(2) Any other day designated by Executive Order; and
(3) Any other day designated by the President's Proclamation.

As noted in the Base contract, it is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the contractor's personnel work during the holiday, they may be reimbursed by the contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

When the Federal government grants excused absence to its employees, assigned contractor personnel may also be dismissed. The contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO or COTR.

Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

7.16 Insurance (HSAR 3052.228-70) (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons] in the Base contract, insurance of the following kinds and minimum amounts shall be furnished at any time at the request of the CO and maintained during the period of performance of this TO:

(a) Worker's compensation and employer's liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

7.17 Information Technology Accessibility for Persons with Disabilities

All services and Electronic Information Technology (EIT) delivered as result of this TO shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended.

Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: www.Section508.gov.

7.18 Section 508 Compliance Requirements

The contractor's written proposal shall include a statement indicating its capability to comply with Section 508 requirements throughout its performance of this TO. The contractor's proposal will be evaluated to determine whether or not it includes a statement indicating its capability to comply with Section 508 requirements throughout its performance of this TO.

SECTION 8

8.1 Classified Work Requirement Statement

The contractor shall provide personnel with the appropriate CBP Background Investigation credentials to perform consulting and provide program management support, and who have the ability to attend meetings to discuss critical capabilities and data source up to the the appropriate level within the DHS and OTIA community. This may require access to For Official Use Only (FOUO), which includes Law Enforcement Sensitive (LES), information or DoD Secret information.

The specified contract-level DD Form 254 and Federal Acquisition Regulation (FAR) Clause 52.204-2 has been incorporated in this TO. The FAR prescribes administrative procedures for safeguarding information within industry and the specific, required clause that must be written on classified contracts: Subpart 4.4, Safeguarding Information Within Industry, and 52.204-2, Security Requirements.

Some contractor personnel shall have access to Secret information. This paragraph applies to the extent that this TO involves access to information classified as "Confidential," or "Secret." The contractor shall comply with the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and any revisions to that manual.

The contractor agrees to insert terms that conform substantially to the language of this section in all subcontracts under this TO that involve access to classified information.

8.2 Prohibition on Contracts With Corporate Expatriates (HSAR 3052.209-70) (DEC 2003)

Section 835 of Public Law 107-296, prohibits the DHS from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. This section incorporate the "Prohibition on Contracts With Corporate Expatriates" clause found in the Base contract.