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)
P00001	10/14/2011	0020066923	

6. ISSUED BY CODE 7014	7. ADMINISTERED BY (If other than Item 6) CODE
DHS - Customs & Border Protection Customs and Border Protection 1901 South Bell Street Arlington VA 22202	DHS - Customs & Border Protection Customs and Border Protection 1901 South Bell Street Arlington VA 22202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)	9A. AMENDMENT OF SOLICITATION NO.
MANTECH SRS TECHNOLOGIES INC 3865 WILSON BLVD STE 800 ARLINGTON VA 22203-1780	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X / HSBP1011J00942
CODE 066183039 FACILITY CODE	10B. DATED (SEE ITEM 13) 09/28/2011

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)

See Attached

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(A)(3) MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification # P00001 is to update Section 4.3, "Inspection and Acceptance (Level-of-Effort)" of the Terms and Conditions, as attached in page 4 and as noted below:

"4.3 Inspection and Acceptance (Level-Of-Effort)
The level-of-effort provided by the contractor shall be inspected and accepted in accordance with the provisions of FAR 52.246-4, Inspection of Services-Fixed Price (AUG1996).

There will be a collaborative effort between the OBP employees working on-site with the contractor on this project and the COTR. This effort will result in a determination concerning the level-of-effort expended by the contractor for each billing cycle. This information will be used to evaluate the contractor's monthly invoice.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b) (6) CONTRACTS MGR	PERRY L. SMITH Contracting Officer
15C. DATE SIGNED 10/14/2011	16B. BY (b) (6) 16C. DATE SIGNED 10/14/2011

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 10/14/2011	4. REQUISITION/PURCHASE REQ. NO. 0020066923	PAGE OF PAGES 2 | 2

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

The Contractor shall expend its best efforts towards accomplishing the task order work effort. The estimated level of effort (LOE) required for this task order is (b) (4) FTE's, totaling approximately (b) (4) man-hours, for the period September 29, 2011 through December 31, 2011.

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

Invoices for payment of LOE identified in (b) (4) shall be computed monthly as follows:

Monthly payment CLIN= (monthly LOE for specified position) X (hourly rate for specified position)

The contractor shall be paid the entire firm fixed price only if the contractor expends the entire LOE, using the monthly payment formula above for each position.

Contractor failure to expend the required level of effort will result in a prorated reduction in payment."

All other Terms and Conditions remain unchaged.

Program Management Office Support Services (PMOSS) Contract
Task Order Number 4 - Terms and Conditions

P00001 Updated October 14, 2011

SECTION 1

1.1 General

The contractor shall provide support in accordance with the Statement of Work (SOW) other sections of this Task Order (TO) and elements of Section C of the base contract for Task Order HSBP1011J00942, *OTIA and OBP Program Management Office Support Services*, on a Firm-Fixed-Price Level-of-Effort (FFP/LOE) basis.

The firm-fixed-price level-of-effort is priced at $199,781.00

1.2 Contract Pricing

The contractor shall price labor rates IAW the pricing set forth in Section B.5 of Contract HSBP1010D02337 (hereinafter referred to as "base contract").

1.2.1 Labor Contract Line Item Numbers (CLINs)

CLIN	Description	Total NTE Cost
0010	(b) (4)	
0020		
0030		
	Total NTE Price:	**$199,781.00**

There is no travel or Other Direct Costs (ODCs) provided for under this task order.

1.2.2 Monthly Breakdown of Level of Effort (LOE)

The following chart provides a monthly breakdown of the level-of-effort by hours and labor category:

	09/29/2011 - 10/20/2011			10/21/2011 - 10/31/2011			11/01/11 - 11/30/11			12/01/11 -12/31/11			Total LOE	
Labor Category	Hrs	Unit Price	Amount	Hrs	Unit Price	Amount	Hrs	Unit Price	Amount	Hrs	Unit Price	Amount	Hrs	Amount
(b) (4)														
			(b) (4)			(b) (4)			(b) (4)			(b) (4)		$199,781.

The monthly LOE is (b) (4) hours. This LOE consists of (b) (4) Because of the timing of this task order's period of performance, pricing of each category involves option year one and option year two billing rates.

1.3 Accounting and Appropriation Data

Accounting and appropriation data for obligations under this task order is as follows:

ACCOUNTING and APPROPRIATION DATA
6100.2525USCSGLCS0929010000ZG7511400BN01 BP0702525

SECTION 2

2.1 Attachment (s)

Statement of Work, entitled, *Office of Border Patrol Risk-Based Decision Support System*, dated September 21, 2011 is attached hereto and made a part of this TO.

SECTION 3

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

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

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).

3.3.1 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.

3.3 Deliverables

The contractor shall provide the Government with a Final Report in accordance with the provisions of the SOW.

The final report shall be 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.

The final report 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

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.

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 Period of Performance

The period of performance of this task order is from 29 September 2011 through 31 December 2011. There are no option periods applicable to this TO.

4.2 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.

For this TO, any off-site contracting 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 PM and TO COTR. Meetings must not adversely impact services being provided on this project. Any meetings by the contractor that are conducted off-site during core hours must be approved in advanced by the PM and the TO COTR.

4.3 Inspection and Acceptance (Level-Of-Effort)

The level-of-effort provided by the contractor shall be inspected and accepted in accordance with the provisions of FAR 52.246-4, Inspection of Services-Fixed Price (AUG1996).

There will be a collaborative effort between the OBP employees working on-site with the contractor on this project and the COTR. This effort will result in a determination concerning the level-of-effort expended by the contractor for each billing cycle. This information will be used to evaluate the contractor's monthly invoice.

The Contractor shall expend its best efforts towards accomplishing the task order work effort. The estimated level of effort (LOE) required for this task order is (b) (4) totaling approximately (b) (4) man-hours, for the period September 29, 2011 through December 31, 2011.

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

Invoices for payment of LOE identified in (b) (4) shall be computed monthly as follows:

Monthly payment CLIN= (monthly LOE for specified position) X (hourly rate for specified position)

The contractor shall be paid the entire firm fixed price only if the contractor expends the entire LOE, using the monthly payment formula above for each position.

Contractor failure to expend the required level of effort will result in a prorated reduction in payment.

4.4 Billing Instructions

At the end of each month the contractor shall invoice the Government for the level of effort (LOE) expended during that billing period.

Federal Tax Exempt ID that applies to this TO is: 72-0408780.

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. Vouchers and required supporting documentation, such as time cards, shall be copied, stored and be available for inspection by the Government during the life of the Base contract and this TO.

SECTION 5

5.1 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.

5.1.1 Task Order Project Manager:

Name: (b) (6)
Address: Department of Homeland Security
US Customs and Border Protection,
Office of Technology Innovation and Acquisition
1901 S. Bell Street, Floor 7th
Arlington, VA 22202
Email: (b) (6)

5.1.2 Contracting Officer's Technical Representative (COTR):

Name: (b) (6)
Address: Department of Homeland Security
US Customs and Border Protection,
Office of Technology Innovation and Acquisition
1901 S. Bell Street, Floor 7th
Arlington, VA 22202
Email: (b) (6)

5.1.3 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
Office of Technology Innovation Acquisition
Procurement Directorate
1901 S. Bell Street, Floor 8th
Arlington, VA 20222
Email: (b) (6)

5.2 Authorized Users

Use of this task order is limited to OTIA and the Office of Border Patrol.

SECTION 6

6.1 Contractor Personnel

Services provided under this TO shall include only the following labor categories: Senior Management Specialist, Subject Matter Expert III, and Project Manager.

6.1.2 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.

6.2 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 send the Problem Notification Report to report situations that delay the timely performance of this TO.

6.3 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 and OT 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.

6.4 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.

6.5 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.)

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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).

6.13 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.

6.14 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.

6.15 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 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.

6.16 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.