

| <b>AWARD/CONTRACT</b>   |                        | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS : 15 CFR 700)   | RATING  | PAGE OF PAGES<br>1   |
|---|------------------------|--|---|--|
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>HSDP10101302337   |                        | 3. EFFECTIVE DATE<br>10/21/2009  | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>002004658X |  |
| 5. ISSUED BY<br>Department of Homeland Security<br>Customs and Border Protection<br>SBI Acquisition Office 8th Floor<br>1901 South Bell Street<br>Arlington VA 20598              |                        | 6. ADMINISTERED BY (If other than Item 5) CODE<br>Department of Homeland Security<br>Customs and Border Protection<br>SBI Acquisition Office 8th Floor<br>1901 South Bell Street<br>Arlington VA 20598 |   |  |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State & Zip Code)<br><br>MANTECH SRS TECHNOLOGIES INC<br><br>3865 WILSON BLVD<br>STE 800<br>ARLINGTON VA 22203-1780 |                        | B. DELIVERY<br><input type="checkbox"/> FOR ORIGIN <input checked="" type="checkbox"/> OTHER (See below)   |   |  |
|   |                        | B. DISCOUNT FOR PROMPT PAYMENT   |   |  |
| CODE 066183039 FACILITY CODE  |                        | 10. SUBMIT INVOICES TO THE ADDRESS SHOWN IN:<br>(4 copies unless otherwise specified) 4  |   | ITEM   |
| 11. SHIP TO/MARK FOR<br>See Attached Delivery Schedule  |                        | 12. PAYMENT WILL BE MADE BY CODE 70050800<br>DHS - Customs & Border Protection<br>National Finance Center<br><br>PO Box 68908<br>Indianapolis IN 46268   |   |  |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 19 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 263 (e) ( )                   |                        | 14. ACCOUNTING AND APPROPRIATION DATA<br>See Individual Task Orders  |   |  |
| 18A. ITEM NO.   | 18B. SUPPLIES/SERVICES | 18C. QUANTITY  | 18D. UNIT   | 18E. UNIT PRICE  |
| See Attached.   |                        |  |   |  |
| 18G. TOTAL AMOUNT OF CONTRACT   |                        |  |   | \$98,763,795.00  |
| 18. TABLE OF CONTENTS   |                        |  |   |  |
| (X) SEC.  | DESCRIPTION            | PAGE(S)  | (X) SEC.  | DESCRIPTION  |
| PART I - THE SCHEDULE   |                        |  | PART II - CONTRACT CLAUSES                                |  |
| X   | A                      |  | X   | I  |
| X   | B                      |  | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.  |  |
| X   | C                      |  | X   | J  |
| X   | D                      |  | PART IV - REPRESENTATIONS AND INSTRUCTIONS                |  |
| X   | E                      |  | K   | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |
| X   | F                      |  |   | L  |
| X   | G                      |  | M   | EVALUATION FACTORS FOR AWARD                                     |
| X   | H                      |  |   |  |

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

|   |                              |   |                             |
|---|------------------------------|---|-----------------------------|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                              | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HSDP120912340 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |                             |
| 19A. NAME AND TITLE<br>(b) (6)<br>Chief Financial Officer   | 19B. DATE SIGNED<br>10/21/09 | 20A. NAME OF CONTRACTING OFFICER<br>Mario D. Dizon  | 20B. DATE SIGNED<br>(b) (6) |

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 General

The Contractor shall provide, in accordance with Section C and issued Task Orders (TOs), all management, supervision, labor, facilities and materials necessary to perform Secure Border Initiative (SBI) Program Management Office Support Services (PMOSS) on an Indefinite-Delivery Indefinite-Quantity (IDIQ) basis. TOs may be Cost-Plus-Fixed-Fee (CPFF), Cost-Plus-Award-Fee (CPAF), and Firm-Fixed-Price (FFP) in accordance with Federal Acquisition Regulation (FAR) Part 16.5. The SBI Acquisition Office will issue TOs in accordance with the procedures set forth in Sections G and I.

## B.2 Contract Type

This is an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract.

## B.3 Base and Option Periods

The term of this IDIQ contract is a base, one-year period and two one-year option periods. This is not a multi-year contract as defined in FAR Part 17.1. Each option year may be issued with performance periods up to twelve months.

## B.4 Contract Pricing

## B.4.1 Firm Fixed Price Task Orders

For FFP task orders, the quantity of each item or labor category ordered will be multiplied against the rates listed in the schedule (Section B.4), and the cumulative extended total of all items ordered will define the fixed price for the TO. Travel and Other Direct Costs (ODCs), if applicable, may be estimated for each TO, burdened with the ODC and travel multiplier specified in this schedule. The travel multiplier shall not be burdened with profit. Any total rate negotiated for travel and ODCs will be added to the extended price of all ordered items to arrive at the total fixed price for the TO.

## B.4.2 Firm Fixed Price Rates

The labor rates will be priced in accordance with the pricing set forth in Section B.5, Labor Rate Tables. The labor rates in Section B.5 shall reflect the fully-burdened rates for each labor category and shall apply to all direct labor hours.

(a) Labor. The Section B.5 Labor Rate Tables represent fully-loaded hourly rates for each skill classification. The fully-loaded hourly rates include all direct, indirect, general and administrative costs, and profit associated with providing the required skill. The use of uncompensated overtime is not encouraged. All hourly rates are based on a 40-hour work-week (e.g., 1,960 hours per year or in accordance with the Contractor's Disclosure Statement). The contractor must comply with all applicable labor laws.

(b) Government Site Rates. When performing at Government sites, the Contractor shall furnish fully-burdened labor rates. The Government will provide only office space, furniture, and office equipment and supplies, as described in Section H.8, Disclosure of Information-Official Use Only.

(c) Other Direct Costs (ODCs). Other Direct Costs 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 in the performance of this contract.

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

B.4.2.1 Labor Category and ODC Rate Refreshment

(a) At any time throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates and descriptions. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, may be incorporated by modification into the Section B.5 Labor Rate Tables of this contract.

(b) At any time throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may modify the multipliers for ODCs and travel based on the Contractor's audited indirect rates for its fiscal year. These modified multipliers will be negotiated on a case-by-case basis. The modified multipliers, upon determination by the Government that they are based on Defense Contract Audit Agency (DCAA) or other Government audit information will be incorporated by modification into the Section B.5 Labor Rate Tables of this contract.

B.4.3 Cost Reimbursement Task Orders

For Cost Reimbursement task orders, the quantity of each item or labor category ordered will be multiplied against the rates listed in the schedule (Section B.5), and the cumulative extended total of all items ordered will define the estimated cost for the TO. Travel and ODCs, if applicable, may be estimated for each TO, burdened with the ODC and travel multiplier specified in this schedule. The travel multiplier shall not be burdened with fee. Any total costs negotiated for travel and ODCs will be added to the extended costs of all ordered items to arrive at the total estimated cost for each cost reimbursement TO. Fee shall be applied to the total cost base exclusive of travel costs.

B.4.4 Cost Reimbursement Rates

All work performed on a Cost Reimbursement basis shall be priced in accordance with Section B.5. The fully-burdened labor rates include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, fringe benefits and holidays, overhead, and general and administrative expenses. The labor rates in Section B.5 shall reflect the fully-burdened rates (burdened through costs) for each labor category and shall apply to all direct labor hours. The fee for Task Order 1 is (b) (4). For all subsequent task orders issued under the contract, fee will be negotiated consistent with statutory limitations.

B.4.5 Work Outside the Continental United States (OCONUS)

The Government anticipates there may be work outside the United States. The contractor shall use the same labor rates consistent with working at the Government site.

B.5 Labor Rate Table

The following are the Government site, fully-loaded, firm-fixed price hourly labor rates and cost reimbursable rates burdened through cost for each labor category contained in this contract. Fee will be negotiated on a case-by-case basis for cost reimbursable task orders.

Firm-Fixed Price Fully Loaded Hourly Labor Rate Table

| Labor Category           | Base Year | Option Year 1 | Option Year 2 |
|--------------------------|-----------|---------------|---------------|
| Sr. Management Principal | (b)       | (4)           |               |
| Management Principal     | (b)       | (4)           |               |
| Sr. Management Analyst   | (b)       | (4)           |               |
| Management Analyst       | (b)       | (4)           |               |

|                              |    |                |
|------------------------------|----|----------------|
| Analyst                      | \$ | <b>(b) (4)</b> |
| Sr. Financial Analyst        |    |                |
| Financial Analyst            | \$ |                |
| Sr. Management-Consultant    |    |                |
| Management Consultant        | \$ |                |
| Sr. Program Manager          |    |                |
| Program Manager              |    |                |
| Project Manager              | \$ |                |
| Sr. Management Specialist    |    |                |
| Management Specialist        | \$ |                |
| Subject Matter Expert I      | \$ |                |
| Subject Matter Expert II     | \$ |                |
| Subject Matter Expert III    | \$ |                |
| Subject Matter Expert IV     | \$ |                |
| Sr. Support Specialist       |    |                |
| Support Specialist           |    |                |
| IT Specialist                |    |                |
| IT Communications Specialist |    |                |
| Sr. Engineer                 |    |                |
| Engineer                     | \$ |                |
| Administrative Assistant     | \$ |                |
| Professional Consultant      | \$ |                |
| ODC Multiplier               |    |                |
| Travel Multiplier            |    |                |

**Cost Reimbursable Hourly Labor Rate Table (Burdened through Costs)**

| Labor Category               | Base Year | Option Year 1  | Option Year 2 |
|------------------------------|-----------|----------------|---------------|
| Sr. Management Principal     | \$        | <b>(b) (4)</b> | <b>(4)</b>    |
| 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 Specialist    | \$        |                |               |
| Management Specialist        | \$        |                |               |
| Subject Matter Expert I      | \$        |                |               |
| Subject Matter Expert II     | \$        |                |               |
| Subject Matter Expert III    | \$        |                |               |
| Subject Matter Expert IV     | \$        |                |               |
| Sr. Support Specialist       |           |                |               |
| Support Specialist           |           |                |               |
| IT Specialist                |           |                |               |
| IT Communications Specialist |           |                |               |
| Sr. Engineer                 |           |                |               |
| Engineer                     | \$        |                |               |

Administrative Assistant \$  
Professional Consultant \$

ODC Multiplier  
Travel Multiplier



B.6 Minimum Quantity

The Government shall order a minimum of services in the dollar amount of \$100,000.00 over the term of the contract.

B.7 Maximum Quantity

The maximum quantity of services, which the Government may order during the life of this contract, is \$ 98,763,795.00.

SCHEDULE OF SUPPLIES/SERVICES

---

Item Number: 00010 Line Item (Priced/Information/Option): P  
Supplies/Services: Program Management Office Support Services

| Qty | Unit | Unit Price   | Ext. Price   |
|-----|------|--------------|--------------|
| 1   | AU   | \$98,763,795 | \$98,763,795 |

Total Not-To-Exceed (NTE) Funded Contract Value: \$98,763,795

---

[END OF SECTION B]

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 PERFORMANCE WORK STATEMENT AND OTHER SPECIFICATIONS**

Attachment (2), Program Management Office Support Services (PMOSS) Performance Work Statement (PWS) dated 29 April 2009; Contractor's Proposal, herein incorporated by reference and dated 11 June 2009; and Contractor's Final Proposal Revision, herein incorporated by reference and dated 11 September 2009, which describe the work to be performed hereunder, although attached, are incorporated and made a part of this document with the same force and effect of "specifications" as described in the clause, Order of Precedence, FAR 52.215-8, incorporated by herein by reference.

[END OF SECTION C]

**SECTION D**  
**PACKAGING AND MARKING**

**D.1 Packing, Packaging, Marking and Storage of Equipment**

Unless otherwise specified, all items to be delivered under this contract 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 IDIQ contract and future TOs 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.

**D.2 Markings**

All deliverables submitted to the Contracting Officer (CO), the contract Project Manager (PM), or TO Contracting Officer's Technical Representative (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).

SBI program offices and TOs may have additional specific marking requirements.

**D.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 contract or 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.

**D.4 Deliverables Media**

The Contractor shall deliver all electronic versions primarily by email and CD-ROM as well as placing it in the SBI 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 SBI 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 ®

[END OF SECTION D]

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at this internet address: <http://acquisition.gov/far/index.html>.

**FAR Clause No. Title and Date**

|           |  |
|-----------|--|
| 52.246-2  | Inspection of Supplies - Fixed Price (AUG 1996)        |
| 52.246-3  | Inspection of Supplies - Cost Reimbursement (APR 1984) |
| 52.246-4  | Inspection of Services-Fixed Price (AUG 1996)          |
| 52.246-5  | Inspection of Services - Cost Reimbursement (APR 1984) |
| 52.246-16 | Responsibility for Supplies (APR 1984)                 |

**E.2 Inspection and Acceptance**

(a) Inspection and acceptance of all work and services performed under each TO will be in accordance with the FAR clauses incorporated at Section E, Clauses Incorporated by Reference as applicable.

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

**E.3 Scope of Inspection**

(a) All deliverables will be inspected for content, completeness, and accuracy and conformance to contract requirements by the COTR or Task Order COTR as applicable. 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 testing must be negotiated prior to performance and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

(b) 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, COTR or Task Order COTR.

**E.4 Basis of Acceptance**

(a) The basis for acceptance shall be in compliance with the requirements set forth in the contract, the performance-based TO work statement, the Contractor's proposal and other terms and conditions of this contract. Deliverables rejected under this contract shall be corrected in accordance with the applicable clauses in this section.

(b) 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.

(c) Services and cost reimbursable items such as travel and ODCs will be accepted upon receipt of proper documentation, including authorization to travel, authorization to exceed the 40 hours/week per employee threshold, and receipts and backup documentation. If support services are provided as part of a FFP task order, acceptance will be as specified for the milestone with which they are associated.

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

(e) 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.

(f) 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 as defined 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 PWS; and, if the Government provides any written notification of deficiencies, the Contractor corrects the deficiencies within five (5) business days.

#### E.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.

#### E.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.

[END OF SECTION E]

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

F.1 Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text can be accessed electronically at this internet address: <http://acquisition.gov/far/index.html>.

| FAR Clause No. | Title and Date  |
|----------------|---|
| 52.242-15      | Stop-Work Order (AUG 1989)(for other than cost reimbursement task orders) and ALT I (APR 1984) (for Cost Reimbursement task orders) |
| 52.242-17      | Government Delay of Work (APR 1984)   |
| 52.247-34      | F.O.B. Destination (NOV 1991)   |
| 52.247-35      | F.O.B. Destination, Within Consignee's Premises (APR 1984)  |

F.2 Period of Performance (MAR 2003)

The period of performance of this contract shall be from date of award through the end of last day of contract period, as renewed.

This is not a multi-year contract as defined in FAR Part 17.1. The AO may award Task Orders at any time during the base or option periods. The performance period will be specified in the TO and may include option periods which extend the TO beyond the currently IDIQ awarded contract year. TOs shall be priced using the Section B rates that will be applicable to the TO's anticipated period of performance.

F.3 Place of Performance

The place of performance shall be the SBI facilities in Washington, DC or Arlington, VA. The SBI PMO anticipates a planned move to Arlington, VA (Crystal City) by August 2009. It is the expectation that almost all Contractor personnel 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 SBI field offices shall be conducted at those offices. Currently the SBI 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 SBI offices requires pre-approval by the CO or COTR.

The AO may award Task Orders at any time during the base or option periods. The performance period will be specified in the TO and may include option periods which extend the TO beyond the currently awarded contract year. TOs shall be priced using the Section B rates that will be applicable to the TO's anticipated period of performance.

The AO does not intend to extend TO performance periods beyond the expiration date of the final contract year.

For Task Order 1, any off-site Contractor meetings that require the attendance of the staff on this contract will be limited to half-day, once per month and must be coordinated with the respective SBI Project Manager and COTR and must not adversely impact SBI operations. Any additional meetings by the

Contractor that are conducted off-site during core business hours must be approved in advance by the COTR or Task Order COTR as applicable.

The Contractor shall be expected to provide conference services at its facilities on an as-needed basis, for the SBI program to conduct off-site meetings required to manage the program. Typical of such meetings are Monthly Contractor Performance Reviews or Milestone Decision Reviews, where the emphasis is placed on focused deliberations with a minimum of interruptions.

#### F.4 Option To Extend The Term Of The Contract (FAR 52.217-9) (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty-six (36) months.

#### F.5 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 contract 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 contract, the Contractor shall immediately notify the CO 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.

#### F.6 Deliverables

For purpose of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. Eastern Standard Time at destination, Monday through Friday, unless directed by the Government PM 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 (2) 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 schedule of milestones in Task Order 01 will be used by the SBI PM and COTR to monitor timely progress under the TO. For subsequent TOs, each TO will identify the milestones and deliverables associated with the TO. The following abbreviations are used in the table:

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 the respective SBI 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.

#### F.7 Subcontracting Plan Reports

The Contractor shall submit periodic reports that show compliance with their subcontracting plan. The Contractor shall submit their subcontracting report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website. The Contractor shall ensure that their subcontractors agree to submit via the eSRS when applicable. The Individual Subcontracting Report (ISR) and the Summary Subcontracting Report (SSR) are available online at <http://www.esrs.gov>.

#### F.7.1 Individual Subcontracting Report

The Contractor shall submit the ISR electronically via the eSRS within 30 calendar days after the close of each calendar period: (1) April 30 for the period October 1 through March 31 and (2) October 30 for the period April 1 through September 30. The ISR is required for a Contractor submitting an individual or master subcontracting plan. The Contractor shall also submit evidence of the ISR submittal to the COTR.

#### F.7.2 Summary Subcontract Report

The Contractor shall submit the SSR electronically to the COTR and into the eSRS. The report is due October 30th for the calendar period October 1 through September 30. The SSR shall be submitted by the Contractor to the Office of Small and Disadvantaged Business Utilization (OSDBU):

Director  
Department of Homeland Security  
Attn: OSDBU/ Room 3124-A  
Washington DC 20528

#### F.8 Term of Contract (MAR 2003)

The term of this contract is as follows:

Base Year: 21 October 2009 through 20 October 2010

Option Year 1: 21 October 2010 through 20 October 2011

Option Year 2: 21 October 2011 through 20 October 2012

[END OF SECTION F]