

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/16/2011	2. CONTRACT NO. (if any) HSBP1010D02337	6. SHIP TO:			
3. ORDER NO. HSBP1011J00222		4. REQUISITION/REFERENCE NO. 0020062411		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Customs and Border Protection 1901 South Bell St. STE 800 Arlington VA 20222				b. STREET ADDRESS	
		c. CITY	d. STATE	e. ZIP CODE	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR MANTECH SRS TECHNOLOGIES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE - Reference Your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 3865 WILSON BLVD STE 800				<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ARLINGTON	e. STATE VA	f. ZIP CODE 22203-1780		10. REQUISITIONING OFFICE	
9. ACCOUNTING AND APPROPRIATION DATA See Attached				Office of Technology Innovation and (b) (6)	
CONTRACTOR TIN: (b) (4)				11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
12. F.O.B. POINT Not applicable				<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE			04/15/2012	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
20	PMOSS CLIN10 LABOR (OTIA)	1.000	AU	(b) (4)	(b) (4)	
30	PMOSS CLIN20 ODC	1.000	AU	(b) (4)	(b) (4)	
40	PMOSS CLIN30 Travel	1.000	AU	(b) (4)	(b) (4)	
50	PMOSS CLIN40 Fee/Profit	1.000	AU	(b) (4)	(b) (4)	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$0.00	TOT. (Cont. pages)
21. MAIL INVOICE TO:					
a. NAME DHS - Customs & Border Protection		National Finance Center		\$18,361,078.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) PO Box 68908					
c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46268			
22. UNITED BY (Signature) (b) (6)		23. NAME (Typed) PERRY SMITH TITLE: CONTRACTING/ORDERING OFFICE R			

DATE OF ORDER 04/16/2011	CONTRACT NO. (if any) HSBP1010D02337	ORDER NO. HSBP1011J00222	PAGE OF PAGES 2 2
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Federal Tax Exempt ID: 72-0408780

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

NOTES:

See Attached

I. Schedule of Supplies/Services

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
20	PMOSS CLIN10 LABOR (OTIA)	1.000	AU	(b)	(4)
30	PMOSS CLIN20 ODC	1.000	AU	(b)	(4)
40	PMOSS CLIN30 Travel	1.000	AU	(b)	(4)
50	PMOSS CLIN40 Fee/Profit	1.000	AU	(b)	(4)

II. Accounting and Appropriation Data

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
20	6999.3194USCSGLCS0929010000Z00011173SB01 SB1023194	(b) (4)
30	6999.3194USCSGLCS0929010000Z00011173SB01 SB1023194	(b) (4)
40	6999.3194USCSGLCS0929010000Z00011173SB01 SB1023194	(b) (4)
50	6999.3194USCSGLCS0929010000Z00011173SB01 SB1023194	(b) (4)

III. Delivery Schedule

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection Secure Border Initiative (SBInet) 1300 Pennsylvania Ave NW Washington, DC 20229	20	1.000	04/15/2012
	30	1.000	04/15/2012
	40	1.000	04/15/2012
	50	1.000	04/15/2012

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

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.

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

1.5 Task Order Period

Labor and ODCs Contract Line Item Numbers (CLIN)

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

SECTION 2

2.1 Attachment (s)

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

(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.

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

- 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.

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

(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

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

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.

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

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 use 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.

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

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 10 th 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	15 th 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

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

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
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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

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

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.

DATE OF ORDER
16 April 2011

CONTRACT NO.
HSBP1010D02337

TASK ORDER NO.
HSBP1011J00222

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: