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- (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 Fee Invoicing Instructions

Subject to the FAR 52.216-8, Fixed-Fee, and subject to the withholding provisions of the clause, the fixed-fee provided for in this Contract, as from time-to-time amended, shall accrue on each approved interim payment voucher in the same proportion to the total fixed fee that the approved voucher costs bear to the total estimated costs set forth in the Contract; provided, however, that any balance of the fixed fee remaining after completion of the work required under said Contract shall be deemed to accrue forthwith and be paid in accordance with the terms of the Contract. Vouchers submitted by the contractor shall state whether the agreed-upon level of effort specified in the contract has been expended for the interim performance period. Vouchers shall document the level of effort provided by the contractor for the period that will allow the Contracting Officer to determine whether performance is considered satisfactory. Documentation shall include the number of FTEs performing contract work, labor rates and hours worked. The fixed-fee, as accrued with each interim payment voucher, is payable if the performance is considered satisfactory by the Government, at the expiration of each invoice period when level of effort specified in the contract has been expended in performing the contract work.

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

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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

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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.

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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.

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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.

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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 range of FTEs is (b) (4) to (b) (4); there are currently (b) (4) FTEs on board who will support the PMO under this TO, and the IDIQ allows for a maximum of (b) (4) FTEs to be considered fully staffed. The current level of effort, as proposed in the cost estimate for the total period of performance, is (b) (4) FTEs. The (b) (4) vacancies, the difference between the proposed level of effort and the FTE's currently on board, 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.

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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

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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

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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 | (6) Labor Day |
| (2) Martin Luther King's Birthday | (7) Columbus Day |
| (3) President's Day | (8) Veterans' Day |
| (4) Memorial Day | (9) Thanksgiving Day |
| (5) Independence 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.

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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 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

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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.