

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFF. DATE 08/25/2011	4. REQUISITION/PURCHASE REQ. NO. 0020046588		5. PROJECT NO. (If applicable)
6. ISSUED BY DHS - Customs & Border Protection Customs and Border Protection 1300 Pennsylvania Ave, NW Room 7.2C Washington DC 20229	CODE 70050800	7. ADMINISTERED BY (If other than Item 6) CODE DHS - Customs & Border Protection Customs and Border Protection 1300 Pennsylvania Ave, NW Room 7.2C Washington DC 20229		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) MANTECH SRS TECHNOLOGIES INC 3865 WILSON BLVD STE 800 ARLINGTON VA 22203-1780		9A. AMENDMENT OF SOLICITATION NO.		
CODE 066183039		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1010D02337 /		
		10B. DATED (SEE ITEM 13) 10/21/2009		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Not Applicable

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

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

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

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

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 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 is to revise the billing and invoice submission guidance in Sections G.2, G2.1, G.5 and G.6 of this contract.

A. Sections G.2, G2.1, and G.6 are updated to provide accurate points of contact for the Program Manager, Contracting Officer's Technical Representative, and the Contracting Officer.

B. In accordance with the Department of Homeland Security (DHS) and Defense Contract Audit Agency (DCAA) Memorandum of Understanding as revised on May 2, 2011, DCAA will now review all Cost Reimbursement and Time and Material/Labor Hour Contract interim vouchers as follows:

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) Perry L. Smith Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16C. DATE SIGNED 8/25/11
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	(b) (6)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.
P000033. EFF. DATE
08/25/20114. REQUISITION/PURCHASE REQ. NO.
0020046588PAGE OF PAGES
2 | 214. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

- (1) all vouchers in excess of \$1 million dollars; and
- (2) all first vouchers under a DHS contract or delivery order.

Contractors are hereby required to submit a copy of all interim vouchers (meeting the criteria above) to the cognizant DCAA Field Audit Office at the same time the original voucher is sent to the COTR/CO. See Section G.5(h) and G.6(4).

The review requirement will become effective upon issuance of this modification.

C. All other terms and conditions remain unchanged

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data for obligations under the contract are set forth on Standard Form (SF)-26, and will be set forth under individual TOs.

G.2 Points of Contact

The following subsections describe the roles and responsibility of individuals who will be the primary points of contact (POC) for the Government on matters regarding contract administration and other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at anytime.

Contract and Task Order01 Project Manager:

Name: (b) (6)
Address: Department of Homeland Security (DHS)
US Customs and Border Protection (CBP),
Secure Border Initiative (SBI) Acquisition Management Division
1901 South Bell Street, 7th Floor
Arlington, VA 20598

Email: (b) (6)

Task Order 1 COTR:

Name: (b) (6)
Address: Department of Homeland Security (DHS)
US Customs and Border Protection (CBP),
Secure Border Initiative (SBI) Acquisition Management Division
901 South Bell Street, 7th Floor
Arlington, VA 20598

Email: (b) (6)

Written communications shall make reference to the contract number and shall be mailed to the above address.

G.2.1 Contracting Officer (CO)

The SBI Acquisition Office CO has overall responsibility for this contract. 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 contract terms, conditions, requirements, specifications, details and/or delivery schedules. The overall CO for this contract is:

Name: Perry L. Smith
Address: Department of Homeland Security (DHS)
US Customs and Border Protection (CBP),
Secure Border Initiative (SBI) Acquisition Office (AO)
1901 South Bell Street, 8th Floor
Arlington, VA 20598

Email: (b) (6)

Within the CO's authority is the ability to delegate to an Administrative Contracting Officer (ACO) for the administration, management, and oversight of the contract, if the CO deems a delegation appropriate.

The CO will identify the contract COTR, Task Order (TO) COTR, and possibly sub-COTRs, through a written designation. The CO will provide a copy of the letter of designation with specific duties and responsibilities to the Contractor.

G.2.2 Contracting Officer (CO) Authority (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

G.2.3 HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

G.2.4 Task Order COTR

The CO may designate sub-COTRs for the same TO and COTRs for individual TOs that will be responsible for the day-to-day coordination of the TO. The COTR and sub-COTRs will represent the CO in administrating technical details within the scope of the TO. The COTR is also responsible for the final inspection and acceptance of all TO deliverables and reports, and such other responsibilities as may be specified in the TO.

The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the TO specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify TO obligations or the specification, changes will be issued in writing and signed by the CO.

G.2.5 Contractor's Senior Management Principal

The Contractor's Senior Management Principal shall be the central point of contact with the Government for all program-wide technical, staffing or delivery issues, and shall represent the Contractor at post-award status meetings. The Senior Management Principal shall be responsible for all issue resolution, program management, and other contract support including providing comprehensive account support for the PMOSS contract. The Senior Management Principal is responsible for overall contract performance. The Company and Contractor Senior Management Principal may grant waivers from this limitation when the Contractor can demonstrate to the CO the need for the waiver.

G.3 Task Ordering By the CO

The Government will order any supplies and services to be furnished under this contract by issuing Task Orders (TO) on Optional Form 347, or a CBP-prescribed form, from the effective date of the contract through the expiration date of the contract.

G.3.1 Direct Ordering

SBI support services shall be ordered by the issuance of TOs in accordance with Section G.4, Task Order Process, and FAR Part 52.216-18. The CO will be responsible for the issuance, administration, payment and closeout of all TOs. All TOs are subject to the terms and conditions of the base, IDIQ contract. In the event of conflict between a TO and this contract, the contract shall prevail.

G.3.2 Special Contract Administration Responsibilities

The Administrative Contract Officer (ACO) has the primary responsibility for administering any order it places with the Contractor.

The TO CO shall be responsible for:

- (a) Ensuring that TOs are within the scope of the contract;
- (b) Administration and final closeout of task orders;
- (c) Performing inspection and acceptance or rejection of the equipment/services provided by the Contractor;
- (d) Approving or withholding payments, or authorizing partial payment of invoices; and
- (e) Forwarding an end of fiscal year notification to the Contracting Officer (either by memo, letter, or electronically), stating which task orders awarded in preceding fiscal year are closed with final disposition complete, including release of claims letters (if applicable).

The contract-level CO is responsible for overall administration and the final closeout of the contract, and when necessary, shall:

- (a) Provide scope oversight;
- (b) Serve as liaison between the Contractor and the SBI PMO;
- (c) Ensure compliance with contract requirements;
- (d) Issue the Contracting Officer's final decision and handle all contract-level contractual disputes under the Contract Disputes Act; and
- (e) Issue all contract modifications against the contract.

Unless otherwise delegated, only the designated CO, as defined in Section G.2, has oversight of the contract as a whole.

G.4 Task Ordering Procedures

The SBI PMO and Acquisition Office (AO) will procure the Contractor's services on an as-needed basis (i.e., through issuing TOs). The Contractor shall perform the required effort for services throughout the term of this contract. Each TO that is issued may support one or more SBI projects (e.g., SBI net, Northern Border, or Southwest deployments) or one or more SBI divisions (e.g., Business Management Operations, Operational Integration, or Systems Engineering). Issued TOs will identify the services required, provide specific technical details (including the schedule for all deliverables and the identification of any applicable Government-Furnished Property (GFP), Government-Furnished Information (GFI) and/or Government furnished workspace) and activate performance.

G.4.1 Task Order Process

(a) The SBI Project Manager will submit a Task Order Request Package to the CO. The package should have an approved purchase request, either a statement of objectives (SOO), statement of work (SOW), or a performance work statement (PWS), and an Independent Government Cost Estimate (IGCE). Performance-based work statements must be used to the maximum extent practicable. Individual TOs must clearly describe all services to be performed or supplies to be delivered. Also, the proposal request will include price/cost as evaluation factors.

(b) The CO will issue a Request for Proposal (RFP) to the Contractor. The RFP will include a due date for proposal submission and either a SOO, SOW or PWS, that will include either the Government's objectives or a detailed description of work to be accomplished, a list of deliverables required and their milestones, and any additional data, as appropriate. The RFP will also include specific instructions for the submission of proposals and other information deemed appropriate.

(c) The CO will provide the Contractor adequate time to prepare and submit a response based on the estimated dollar value and complexity of the proposed TO. The due date will be set forth in each RFP. If unable to perform a requirement, the Contractor shall submit a "no bid" reply in response to the RFP. For all "no bids," the Contractor shall include a brief statement as to why the Contractor is unable to perform (e.g. conflict of interest, perceived to be out-of-scope).

(d) Technical Proposals: The RFP will state whether an oral proposal is required in addition to, or instead of, a written technical proposal. Responses shall be streamlined and succinct, to the extent practical based on the estimated dollar value and complexity of the work, stating compliance or exception to requirements, risks, assumptions and conflict of interest issues. Responses shall not be a proposal as defined in FAR Part 15, but only sufficient information to be considered in accordance with FAR Part 16. Proposals shall not merely restate SOO, SOW or PWS requirements. Both oral and written technical proposals shall address, as a minimum:

- (1) Technical/Management Approach;
- (2) Key Personnel Assigned;
- (3) Quantities/Hours of Personnel by Labor Categories;
- (4) Other Direct Costs (ODCs) (materials and supplies, travel, training, etc.);
- (5) Risks;
- (6) Period of Performance;
- (7) Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI);
- (8) Security (including clearance level);
- (9) Teaming Arrangement (including subcontracting); and
- (10) Other Pertinent Data, (e.g., potential conflict of interest issues)

(e) Cost/Price Proposals: A cost/price proposal shall always be required. This part of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). The Government will evaluate proposed costs for realism to ensure the Government will not be placed at risk of nonperformance. Reduced labor rates, if any, will apply only to the respective TO and will not change the contract's fixed rates in the Rate Tables. The level of detail required shall be primarily based on the contract type planned for use, as further discussed below. To add labor categories beyond the Government Labor Categories, a request for contract modification must be submitted to the CO. This request must include information demonstrating the insufficiency of the Government's Labor Category, a description of the proposed labor category including the education and experience levels, proposed labor rates and a cross reference to other contracts that include the proposed labor categories.

(1) Firm Fixed Price (FFP). The proposal shall identify labor categories in accordance with the base contract's Rate Tables, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any GFE or GFI required for TO performance. If travel is specified in the TO work statement, air fare and/or local mileage, per diem rates by total days, number of trips and number of Contractor employees traveling shall be included in the cost proposal. Prior to incurring any long distance travel expenses, the Contractor shall obtain written approval from the TO COTR of approximate travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling.

(2) Cost-Reimbursement. Both "sanitized" and "un-sanitized" cost proposals will be required for cost-reimbursement type TOs only. "Un-sanitized" cost proposals are complete cost proposals, which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Unless otherwise noted, un-sanitized proposals will only be provided to the CO, while sanitized proposals will be provided to the TO COTR. Cost/price proposals shall include, as a minimum, a complete Work Breakdown Structure (WBS), which

coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, ODCs, and fee. Cost-reimbursement proposals shall be submitted in accordance with FAR Part 52.215-20 - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.

(3) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO RFP. The Contractor shall assume all costs associated with preparation of proposals for TOs as an indirect charge. The Government will not reimburse the Contractor for developing the TO proposal.

(f) Evaluation of TO Proposals. The Government will evaluate proposals in accordance with the selection criteria set forth in the TO RFP. The Government's award decision will be based, at a minimum, on compliance with Section 508 requirements of the Rehabilitation Act, cost, and any selection criteria set forth in the TO RFP. In addition to technical/management approach or cost, individual TO selection criteria may include other factor(s) relevant to the particular requirement. If applicable, the order of importance for the factors will be identified in each individual request for proposal. If necessary, during the evaluation of proposals, the Government may contact the Contractor with questions concerning its proposal. Upon completion of final evaluations and the SBI Program Office's approval, the CO will issue a TO to the Contractor.

(g) Award Recommendation Documentation. After completion of the evaluation and discussions, if any, the CO and TO COTR will prepare an award recommendation package to document the evaluation process.

(h) Resolution of Issues. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the CO, the CO reserves the right to withdraw and cancel the proposed task. In such event, the CO will notify the Contractor in writing of the CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

(i) Task Order Issuance. TOs may be issued by e-mail, regular mail, or facsimile using an Optional Form 347, or a CBP-prescribed form.

(j) Task Order Unique Labor Categories. Task Order Unique Labor Categories are those categories not currently listed in the PMOSS contract but may be required to perform certain TOs within the scope of the IDIQ contract. These additional labor categories and rates shall be approved by the SBI Contracting Officer prior to the award of the TO or TO modification.

G.4.2 Unauthorized Work

The Contractor is not authorized at any time to commence TO performance prior to issuance of a signed TO or other written approval provided by the CO to begin work.

G.5 Billing Instructions

(a) The Contractor shall facilitate the review, approval and submittal of all vouchers/ invoices by coordinating with SBI Government PM and TO COTR before submitting a final invoice to the CO or PMOSS contract primary COTR. The Contractor shall obtain written approvals from the TO COTR before submitting the final invoice to the primary COTR for approval.

(b) Once the final invoice has been approved by the TO COTR, the Contractor shall submit an original invoice to the CO, with electronic copies of the invoice sent to the CO, the primary COTR, and the CBP National Finance Center (cbpinvoices@dhs.gov).

(c) For Task Order01: To facilitate the invoicing and validation process, the Contractor shall separate and represent the various labor categories into distinct areas of support. The Contractor shall identify and represent which personnel work primarily for the SBI Executive Director and Business Management Operations, which personnel work primarily for SBI net, and which personnel work primarily for System Engineering, for examples. The Contractor shall include other contractor personnel that may support another SBI organization (e.g., the SBI Acquisition Office) under the SBI Executive Director and Business Management Operations category.

(d) Vouchers shall be signed by the Contractor's Financial Manager for this contract and provided to the COTR or Task Order COTR. Vouchers and required supporting documentation, such as proof-of-authorizations and receipts, shall be copied, stored and maintained on a CD and provided to the COTR with each invoice submittal. Vouchers and required supporting documents should be available for inspection by the Government during the life of this contract.

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

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

(f) 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.

(g) A completion voucher shall be submitted for each funding document in accordance with FAR 52.216-7.

(h) For Cost Reimbursement and Time and Material/Labor Hour vouchers, the Contractor shall, upon submission of each voucher to the CO/COTR, provide a copy of interim vouchers meeting the below criteria to the cognizant Defense Contract Audit Agency office.

- (1) all vouchers in excess of \$1 million dollars; and
- (2) all first vouchers under a DHS contract or delivery order.

G.6 Submission of Invoices (JUN 2009)

Copies of invoices (paper submissions) may be submitted to the following addresses OR as an alternative, to the email addresses cited below:

1. Payment Center:

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
P. O. Box 68908
Indianapolis, Indiana 46268

OR as an alternative:

Email: cbpinvoices@dhs.gov

2. Contracting Officer's Technical Representative (COTR):

DHS/U.S. Customs and Border Protection
Attention: (b) (6)
SBI Acquisition Management Division
1901 South Bell Street, 8th Floor
Arlington, VA 20598

OR as an alternative:

Email: (b) (6)

3. Contracting Officer (or Contract Administrator):

DHS/U.S. Customs and Border Protection
Attention: (b) (6)
SBI Acquisition Office
1901 South Bell Street, 8th Floor
Arlington, VA 20598

OR as an alternative:

Email: (b) (6)

4. Cognizant DCAA Office:

Field Audit Office General Email: (b) (7)(E)
Cognizant DCAA supervisory auditors:

(b) (6) and
(b) (6)

To constitute a proper invoice, the invoice shall include all the items required by Federal Acquisition Regulation (FAR) 32.905.

G.7 Quick-Closeout Procedure

The Contractor is authorized to use the quick-closeout procedure for TOs issued under this contract in accordance with FAR 42.708, Quick-Closeout Procedure.

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

(b) In accordance with FAR 42.708(b), a determination of final indirect costs under the quick-closeout procedures shall be final for the TO it covers 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.

(c) Final invoices, which result in a charge to the Government in excess of \$250.00 or refunds to the Government in excess of \$250.00, shall be processed prior to quick-closeout of the TO. Amounts due to the Contractor or refundable to the Government of less than \$250.00 are considered the minima and will not be processed.

(d) Submission of a final "0-dollar invoice" is not required. Once agreement for quick-closeout is reached on individual TOs, a bilateral modification will be issued to closeout the TO. Once the bilateral modification is executed by the CO, the TO is closed and no further invoicing, adjustments, or claims will be accepted.

(e) All TOs under this contract do not have to be closed in accordance with quick-closeout procedures. The CO and Contractor will evaluate complex TOs on a case-by-case basis for applicability of quick-closeout procedures.

(f) 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."

[END OF SECTION G]