

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 Order 01 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
1901 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: Mario Dizon
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 administering 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 Order 01: 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.

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: Mario Dizon
SBI Acquisition Office
1901 South Bell Street, 8th Floor
Arlington, VA 20598

OR as an alternative:

Email: (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]

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 Authorized Users

This Contract is only available for the SBI Program Office, SBI net, and other organizational elements within the SBI.

H.2 Minimum Contract Limitation

The Government has no obligation to award option periods to the Contractor beyond the base year.

(a) Minimums. The Contractor is guaranteed a total minimum of \$100,000. The minimums are to be obligated during the first year of the base period and are inclusive of fee.

(b) Maximums. The maximum cumulative dollar ceiling value of all combined TOs in this single award procurement will be \$98,763,795.

(c) The Government has no obligation to issue TOs to the Contractor beyond the amount specified in paragraph (a) of this clause.

(d) Funding will be cited on individual TOs and not on the base contract award.

H.3 Purchasing System

The Contractor shall notify the CO in writing if there is any change in the status of its approved purchasing system and provide the reason(s) for the change. If the Contractor does not have an approved purchasing system, consent to subcontract may be required for certain contract types (See FAR 44.201-1(b)). Documentation required to be submitted for CO consent shall be submitted in accordance with FAR Clause 52.244-2. Contractors that have an approved purchasing system must provide written confirmation of this to the CO.

H.4 Contractor Justification for Other Direct Costs (ODCs)

All materials required for performance under this contract 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 contract, 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.

H.5 Selected Items of Costs

H.5.1 Travel Costs (AUG 2008)

Costs for transportation, lodging, meals, and incidental expenses shall be reimbursed in accordance with Federal Acquisition Regulation (FAR) Subsection 31.205-46 and acceptable accounting procedures.

If it becomes necessary for the contractor to use the higher actual expense method repetitively or on a continuing basis in a particular area (see FAR 31.205-46(3)(iii)), the contractor must obtain advance

approval from the CO and comply with all requirements for justifications and documentation set forth in FAR Subsection 31.205-46 for allowable of travel costs.

As provided in FAR 31.205-46(a)(5), the CO may consider an advance agreement (see FAR 31.109) with the contractor to avoid confusion in the treatment of costs anticipated to be incurred in unusual or special travel situations. The advance agreement shall be incorporated in the contract.

H.5.2 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 COTR or sub-COTR and key Government Project Manager as soon as possible. The Contractor shall then coordinate specific travel arrangements with the COTR or sub-COTR to obtain advance, written approval for the travel about to be conducted. The 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 or sub-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 in accordance with FAR Part 31.205-46, Travel Costs.

H.5.3 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. Attendance at workshops or a symposium is considered training for purposes of this clause.

H.5.4 General Purpose Office Equipment (GPOE) and IT

Other than Government Furnished Property (GFP), the cost of acquiring GPOE and IT, for off-site work, shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary contractor facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in the contractor's business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

H.6 Government Property, Information, Workspace

The Government will provide the items listed below as necessary for the Contractor to fulfill the tasks described in the PWS (Attachment (2)).

(a) 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.

(b) Government Furnished Information (GFI). The Government will provide information on an as needed basis (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of this contract.

All GFP/GFI shall be returned to the Government at the completion of the contract.

H.6.1 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.

H.6.2 Disposition of Government Property

Thirty (30) calendar days prior to the end of the contract 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 contract 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.

H.6.3 Long Distance Travel and Trip Reports

Before undertaking long distance travel (Travel) to any Government site or any other site in performance of this Contract, the contractor shall have Travel approved by, and coordinated with, 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:

- (a) Be prepared in a legible manner;
- (b) Include a description of the travel proposed, including a statement of purpose and all estimated costs;
- (c) Be summarized by traveler;
- (d) Identify the Contract number;
- (e) Identify the CLIN associated with the travel; and
- (f) Be submitted in advance of the travel with sufficient time to permit review and approval.

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 obtain written approval from the COTR or sub-COTR before embarking on any long distance travel. The Government encourages the Contractor to collaborate with the PMOSS contract PM and COTR to develop an electronic tool that can be used by the Contractor and COTR to request Travel.

document projected costs, track costs, and receive and track approvals. The Contractor shall only embark on Travel when sufficient funds are available in the Travel line item (CLIN 0030).

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.

H.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 contract 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 COTR.

H.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.

H.9 Standard of Conduct at Government Installations

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to the employee(s) as may be necessary. The Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

H.10 Advertisements, Publicizing Awards, and News Releases

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the services furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the CO and SBI PEO. This restriction does not apply to marketing materials developed for presentation to SBI Government customers of this contract.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the service provided is endorsed or preferred by the Federal Government or the U.S. Customs and Border Protection or is considered by the Government to be superior to other services.

H.11 Contractor's Employees Identification

During the period of this contract, 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 badge furnished by the Government. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon

the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.12 Teaming Arrangements

The Prime Contractor may subcontract with other contractors. However, after contract award, the Government reserves the right to prohibit post-award teaming, and subcontracting approval will be at the sole discretion of the Government.

H.13 Subcontracting

Because of the nature and uniqueness of the PWS (Attachment (2)) and SBI, the Government anticipates that subcontracting for this contract may occur, in response to specific technical or functional area requirements.

(Note: CBP has organizational subcontracting goals of 47% for small business; 3% for Historically Underutilized Business Zone (HUBZone) small business, 5% for small disadvantaged, 5% for Women-Owned small business and 3% for Service Disabled Veteran-Owned business)

(a) If the Contractor has an approved purchasing system and consent is not required under paragraph (d) of FAR 52.244-2, the Contractor nevertheless shall obtain written CO consent prior to subcontracting.

The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(vii) of the FAR 52.244-2 Subcontracts clause.

(b) The Contractor may delete Subcontractors with the written consent of the CO.

H.14 Incorporation of Subcontracting Plan

The Contractor shall submit an Individual Contract Plan for subcontracting in accordance with FAR 52.219-9. (See Attachment (X))

H.15 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 CPAF contract shall be accomplished only by separate correspondence directed to the CO with copies to the COTR and SBI PMOSS contract PM. 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.

H.16 Key Personnel

Key personnel are those Contractor personnel considered to be essential to performing the contract. The Contractor's Senior Management Principal, as described in Section G.2.3, is designated as key, and may only be replaced with the approval of the CO, COTR and PMOSS contract PM, in accordance with the terms and conditions of Section H.20.

If the Government determines that certain personnel are essential to successful completion of the contract, they will be designated as "Key Personnel."

H.16.1 Key Personnel Positions

The following are key personnel for the PMOSS IDIQ contract who shall be designated as the Senior Management Principal, Deputy Program Manager (if proposed), Senior Systems Engineer and Senior Financial Analyst. The Senior Management Principal and Deputy PM shall be certified as DoD or DHS Level 2 Program Managers or certified as a Project Management Professional (PMP). DoD or DHS Level 3 or "PgMP" certification is desired for the Senior Management Principal, Deputy PM and Senior System Engineer. However, DoD or DHS Level 2, or PMP certification and extensive experience will be accepted. The Government does not intend to dictate the composition of the ideal team to perform this contract or TOs. The Government encourages the Contractor to propose key positions to the Government in light of its proposed managerial and technical methodology.

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.

Key Personnel #1: Senior Management Principal
 Key Personnel #2: Senior Systems Engineer
 Key Personnel #3: Senior Financial Analyst

H.16.2 Specialized Disciplines

In addition to Key Personnel, the Contractor shall propose and submit resumes of non-key, Functional Leads for Task Order 01. Resumes shall be limited to two pages for each resume. All total, resumes for Task Orders 01 shall not exceed ten (10). The Contractor shall identify Key Personnel and non-key Functional Leads for key positions that have experience in a major acquisition program (i.e., equal to or greater than \$100 million) of the size [relative to Full Time Equivalent (FTEs)] and scope (relative to the management support functions required) of the SBI. Key Personnel and non-key, Functional Leads 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. The Government has identified additional specialized experience requirements in Task Order 01. Non-key personnel should not be included in the Key Personnel Qualification Matrix.

(a) Key Personnel #1: Senior Management Principal

The Contractor shall identify a Lead Senior Management Principal, who shall provide management, direction, administration, quality assurance, and leadership for executing this contract. This Senior Management Principal shall manage and direct all Senior Program Managers (PMs).

The Lead Senior Management Principal shall have at least 8 years experience in a major acquisition program, and shall possess at least a B.A. or B.S. degree, and preferably a Master's degree, in Project Management, Business Administration, Engineering or an area related to the position of Senior Management Principal. The Lead Senior Management Principal and Deputy PM shall be DoD or DHS Level 2 or PMP certified PMs.

The Contractor may identify one or more Deputy PMs, as appropriate, for other organizational elements (e.g., SBInet and Tactical Infrastructure). The other PM may serve as the Contractor's Deputy PM, in which case the PM would be an important point-of-contact (POC) and provide supervision and guidance for Contractor personnel assigned to the contract. The Lead Senior Management Principal and Deputy PM are ultimately responsible for the quality and efficiency of program support. The PMs shall have recent experience successfully planning, directing and managing complex acquisition programs similar in size and scope to the SBI.

The Lead Senior Management Principal and Deputy PMs shall have demonstrably strong managerial experience organizing, planning, directing, and managing Contractor staff to ensure that the goals and objectives of the PMO are met. The Lead Senior Management Principal and Deputy PM 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 Mission Engineering Directorate to serve as the Government's major Systems Engineer POC and to provide supervision and guidance for all engineering Contractor personnel assigned to the contract. The Senior SE shall be Systems Planning, Research, Development and Engineering (SPRDE) Level 2 certified or possess an equivalent certification from private industry such as INCOSE CSEP. The Senior System Engineer is ultimately responsible for the quality and efficiency of the Engineering program support. The Senior SE shall have at least 8 years experience in systems engineering; and educational experience and accomplishments appropriate to the discipline. The Senior SE should 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 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 Federal government programs of the size and scope of the SBI. 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.

(d) Senior Functional Leads

The Contractor may identify non-key Functional Leads for other key "positions" and functional areas which should have at least 8 years experience in a major acquisition program of the size and scope of the SBI; at least a B.A. or B.S degree, and preferably a Master's degree, in an area related to the key position proposed; and demonstrated accomplishments appropriate to the discipline area proposed. Subsequent TOs will identify key personnel requirements pertaining to the TO requirements.

H.17 Substitution of Key Personnel

The Government anticipates and strongly encourages the Contractor propose Key Personnel that will remain on the project for at least 12 months. The Contractor shall notify the CO, COTR, and PMOSS contract PM 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 prospective replacement personnel are equal to or better than the qualifications of the Key Personnel 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) 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 CO to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The CO, COTR, PMOSS contract PM, or other key Government personnel will evaluate substitutions. These individuals will evaluate such requests and 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.

H.18 Interrelationships of Contractors

(a) 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 contract, yet having links and interfaces to them. Furthermore, the Government may extend these existing relationships or enter into new relationships. The Contractor shall coordinate with such other contractor(s) through the SBI PM and COTR 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. Information on reports provided under the PWS (Attachment (2)) may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

(b) A Non-Disclosure Agreement (NDA), DHS Form 11000-6, shall be signed by all Contractor employees assigned to perform services under this contract prior to any work commencing on the contract.

H.19 Observance of Legal Holidays and Excused Absence

(a) The Government hereby provides notification that Government personnel observe the listed days as holidays:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans' Day
- (9) Thanksgiving Day
- (10) Christmas Day

(b) 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.

(c) 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.

(d) 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.

(e) If Government personnel are furloughed, the Contractor shall contact the CO or COTR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

(1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

(f) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

(g) 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.

H.20 HSAR 3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons] in Section I, 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 contract:

(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).

H.21 Information Technology Accessibility for Persons with Disabilities

All services and Electronic Information Technology (EIT) delivered as result of this contract 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.

H.22 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 contract. 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 contract. Any proposal that does not include a statement indicating the Contractor's capability to comply with Section 508 requirements throughout its performance of this contract may be eliminated from further consideration for award.

H.23 HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST
(JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest may involve prime contractor, subcontractors of any tier, or contractor team arrangements maintaining contractual relationship with the Secure Border Initiative, Secure Border Initiative Network (SBInet) and Tactical Infrastructure solution providers whereby through that relationship program solutions are delivered. This includes program solutions pertaining to, but not limited to, the system, system components, specifications, work statements, interface resolutions, test requirements, test data, management of other contractors or design, evaluation services, and proprietary information.

(b) If any such conflict of interest is found to exist, the CO may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the CO may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

- ___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or
- ___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the CO may require further relevant information from the offeror. The CO will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the CO within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or dive stures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each subcontract of any tier that exceeds the simplified acquisition threshold.

H.24 HSAR 3052.209-73 Limitation of Future Contracting

(a) The CO has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict may include program solutions pertaining to, but not limited to, the development of systems, system components, specifications, work statements, interface resolutions, test requirements, test data, management of other contractors or design, and evaluation services.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or subcontractor of any tier under an ensuing DHS contract. This restriction shall remain in effect for through the expiration of the Program Management Office Support Services (PMOSS) contract including options. DHS may unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

H.25 Performance-Based Services Contracting

Performance-based services contracting (PBSC) techniques will be applied to TOs issued under this contract to the maximum extent practicable.

PBSC TOs should include:

- (a) Performance requirements that define the work in measurable, mission-related terms;
- (b) Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;

(c) A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan such as an Award Fee Plan that describes how the Contractor's performance will be measured against the performance standards or service level agreements (SLAs); and Whether or not the procurement is either critical to agency mission accomplishment or requires relatively large expenditures of funds, and positive and negative incentives tied to the performance standards/SLAs.

H.26 Ordering Procedures - Services (OCT 2007)

Any services to be performed under this contract shall be ordered by issuance of task orders. Such task orders may be issued at any time during the period of performance of this contract provided that any task order issued shall be completed within the period specified in the order. Ordering of services under this contract shall be accomplished as follows:

(a) The CO will forward a task order request to the Contractor which will describe technical requirements for deliverable products, performance standards, acceptable criteria, performance schedules, etc. in sufficient detail to permit accurate estimation of cost, work, hours, etc. Where possible, requirements will be described using a Statement of Objectives and the contractor's submission will be required to employ performance-based Statements of Work, performance metrics, and quality assurance plans.

(b) Within ten (10) working days after receipt of the task order request, unless a different period is specified, the Contractor will submit a written proposal responding to the Government's requirement. The contractor's proposal shall contain, as a minimum, the following:

(1) Task Requirements. A narrative description of the Contractor's understanding of the functions required to satisfy the requirements. The Contractor's proposal shall also state the purpose of the task order to ensure the Contractor's understanding of the requirement.

(2) Proposal Solution. A narrative description of the Contractor's proposed solution – plans for performance, technical approach, and any problems envisioned.

(3) Assumptions. The proposal shall identify any assumptions on the Contractor's part used in developing the proposal and costs.

(4) Milestones and Deliverables. Definition of milestones, deliverables, and schedule for them. Include a statement of the Contractor's understanding of acceptance criteria.

(5) Work Breakdown Structure (WBS). A detailed WBS, with labor hours by skill category that will be applied to each milestone and deliverable, and the price applicable to each milestone or deliverable.

(6) Staffing Schedule. A staffing schedule by individual Contractor skill level employee.

(7) Resumes of personnel. If required. Resumes need not be provided unless personnel are proposed whose resumes have not been previously furnished to the Government.

(c) After the CO's Technical Representative (COTR) has completed an evaluation of the Contractor's proposal, the CO may conduct discussions with the Contractor to resolve any outstanding issues. Following any required discussions with the Contractor, the CO will issue a written task order incorporating the Contractor's technical and cost proposal as accepted. All task orders issued under this contract shall conform to the provisions of the contract clauses FAR 52.216-18 "Ordering," and FAR 52.216-9, "Order Limitation," contained in the contract.

(d) The only office(s) authorized to issue task orders under this contract are:

U.S. Customs and Border Protection
Office of Finance
Procurement Directorate

(e) Oral orders under this contract are not authorized.

H.27 Security Procedures (OCT 2008)

(a) Controls

The Contractor shall comply with the CBP administrative, physical and technical security controls to ensure that the Government's security requirements are met.

(b) Identification Badges

All Contractor employees shall be required to wear identification badges when working in Government facilities.

(c) Security Background Data

A Contractor employee shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared.

Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status.

The following security screening requirements apply to both U.S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement.

Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The CO must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

(d) Notification of Personnel Changes

The Contractor shall notify the CO's Technical Representative and CO via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

(e) Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

(f) General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

(g) Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access of sensitive but unclassified information. DHS Form 11000-6 may be downloaded at <https://dhsonline.dhs.gov/portal/jhtml/dc/sfi.jhtml?doid=6041>)

H.28 Access to Classified National Security Information (AUG 2008)

This contract requires access to classified national security information up to the TOP SECRET level. The successful contractor must currently possess the appropriate security level clearance and be a participant under the National Industrial Security Program (NISP) prior to award. This requirement also applies to any subcontractors utilized by the Contractor. A DD Form 254 (Contract Security Classification Specification) and security classification guide will be incorporated and made a part of this contract.

H.29 Incremental Funding (MAR 2003)

This contract shall be subject to incremental funding with To be determined by each Task Order presently made available for performance under this contract. It is estimated that funds presently available are sufficient to permit the Contractor's performance through To be determined by each Task Order. In accordance with the "Limitation of Funds" clause (FAR 52.232-22) contained herein, no legal liability on the part of the Government for payment of money in excess of To be determined by each Task Order shall arise unless and until additional funds are made available by the CO through a modification to this contract.

[END OF SECTION H]