

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

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

1. DATE OF ORDER 07/15/2008	2. CONTRACT NO. (if any) GS00F0034L	6. SHIP TO:			
3. ORDER NO. HSBP1208F21862		4. REQUISITION/REFERENCE NO. 0020040797		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2C Washington DC 20229				b. STREET ADDRESS	
7. TO:				c. CITY	
				d. STATE	
				e. ZIP CODE	
a. NAME OF CONTRACTOR ORGANIZATIONAL STRATEGIES INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 2231 CRYSTAL DR SUITE 1116				<input type="checkbox"/> a. PURCHASE - Reference Your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ARLINGTON				<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE VA				10. REQUISITIONING OFFICE	
f. ZIP CODE 22202-3711				M. Lordan	
9. ACCOUNTING AND APPROPRIATION DATA See Attached.				11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
CONTRACTOR TIN: 541817729				<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
12. F.O.B. POINT Destination				14. GOVERNMENT B/L NO.	
13. PLACE OF		15. DELIVER TO F.O.B POINT		16. DISCOUNT TERMS	
a. INSPECTION		b. ACCEPTANCE		ON OR BEFORE (Date) 09/30/2008	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Acpt (g)
00010	Contract support services (Base)	1.00	AU	\$2,685,940.26	\$2,685,940.26	
10010	Contract support services (Option)	1.00	AU	\$3,101,001.42	\$3,101,001.42	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME DHS - Customs & Border Protection National Finance Center				\$0.00
b. STREET ADDRESS (or P.O. Box) PO Box 68908				17(i) GRAND TOTAL
c. CITY Indianapolis		d. STATE IN	e. ZIP CODE 46268	

22. UNITED BY (Signature) (b) (6)	23. NAME (Typed) Gail Strickland TITLE: CONTRACTING/ORDERING OFFICER
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Previous edition not usable

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

DATE OF ORDER 07/15/2008	CONTRACT NO. (if any) GS00F0034L	ORDER NO. HSBP1208F21862	PAGE OF PAGES 2 2
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Federal Tax Exempt ID: 72-0408780

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

NOTES:

1. The contractor shall provide Management, Engineering, Acquisition, and Technical Services to the Secure Border Initiative (SBI) per the Statement of Work (SOW) found at Section C of this task order.

2. This task order was coordinate by the following people: M.L. McDaniel (SBI Acquisition Office), Gail Strickland (SBI Acquisition Office), (b)(6) (SBI Acquisition Office), (b)(6) (SBI Acquisition Office), (b)(6) (SBI Acquisition Office), (b)(6) (SBI Program Executive Office), and (b)(4), (b)(6)

(b)(6)

Task Order Acceptance by Contractor:

(b)(4), (b)(6)

Signature

(b)(4), (b)(6)

Printed Name

7/11/08

Date

ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1208F21862

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P		
Supplies/Services:	Contract support services (Base) Base Period: July 15, 2008 through September 30, 2008			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$2,685,940.2600	\$2,685,940.2600
Item Number:	10010	Line Item (Priced/Information/Option): O		
Supplies/Services:	Contract support services (Option) Option Period: October 1, 2008 through December 31, 2008			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$3,101,001.4200	\$3,101,001.4200
Total Funded Contract Value:				<u>\$2,685,940.26</u>

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525 Amount \$2,685,940.260

DELIVERY SCHEDULE

Deliver To:

1300 Pennsylvania Avenue, NW
Washington, D.C. 20229

Instructions:

Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	09/30/2008		
10010	1	12/31/2008		

A.1 DEFINITION

For the purposes of this document, the term "contract" as stated in the clauses listed below shall be read as "task order."

[End of Clause]

A.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-6	MAY 2001	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR

[End of By-Reference Clauses]

A.3 PERIOD OF PERFORMANCE

The period of performance of this task order shall be as follows:

Base Period: July 15, 2008 through September 30, 2008; and

Option Period: October 1, 2008 through December 31, 2008.

The presence of an Option Period shall not be construed by the contractor as a commitment, of any kind, by the Government.

[End of Clause]

A.4 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$2,685,940.26 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$2,685,940.26 dollars.

[End of Clause]

A.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days.

[End of Clause]

A.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

[End of Clause]

A.7 48 CFR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY

Contracting Officer's Technical Representative (COTR) Designation and Authority (MAR 2002)

- (a) The contracting officer's technical representative is:

(b) (6)

US Customs and Border Protection
1400 Pennsylvania Avenue, NW, Room 7.5B, Washington DC 20229
Office #: (b) (6) / Fax #: (b) (6)
Email: (b) (6) @cbp.dhs.gov

- (b) Performance of work under this contract is subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or,

- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR must confirm oral direction in writing within five workdays, with a copy to the contracting officer.
- (e) The contractor must proceed promptly with performance resulting from the technical direction issued by the COTR. In the opinion of the contractor, if any direction of the COTR or the designated representative falls within the limitations of (c) above, the contractor must immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract will be subject to the terms of the clause entitled "Disputes."

[End of Clause]

A.8 SUBMISSION OF INVOICES

Invoice/voucher documents for goods provided and services rendered shall be submitted to the following:

- a. One original to the National Finance Center (see Block 21, "Mail Invoice To," of the contract form for address);
- b. One copy to the Contracting Officer; and
- c. One copy to the Contracting Officer's Technical Representative (COTR).

[End of Clause]

A.9 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

- (a) The Contracting Officer 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 is that the Contractor may be in situations where performance under this contract may put the Contractor in a position to favor its own products or capabilities; access pre-acquisition planning information, for services in which the Contractor could be interested in submitting a bid or proposal; share source selection information with other vendors/clients as well as access to other contractors' (or potential competitors') proprietary information. The Contractor may be excluded from participating in future Department of Homeland Security procurement in accordance with the requirements of Subpart 9.5 of the Federal Acquisition Regulations
- (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 first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a

reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not 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.

(End of Clause)

A.10 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government 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 persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

A.11 SECURITY PROCEDURES (MAY 2003)

A. Controls

The Contractor shall comply with the U.S. Customs & Border Protection (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, Security Programs Division. 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 Contracting Officer 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 Contracting Officer's Technical Representative and Contracting Officer 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 as a condition to access of sensitive but unclassified information.

[End of Clause]

A.12 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with--
 - (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and
 - (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

[End of Clause]

A.13 CLASSIFIED WORK REQUIREMENT STATEMENT

The Contractor shall provide personnel with Top Secret (TS) credentials to perform systems integration and design architecture, and who have the ability to attend meetings to discuss critical capabilities and data sources up to the TS level within the Department of Homeland Security and Intelligence Community. In some cases, access to Sensitive Compartmented Information (SCI) may be required to perform these tasks.

The specified contract-level DD Form 254 and Federal Acquisition Regulation (FAR) Clause 52.204-2 have been incorporated for this program. FAR prescribes administrative procedures for safeguarding information within industry and the specific, required clause that must be written on classified contracts: Subpart 4.4, Safeguarding Information Within Industry, and 52.204-2, Security Requirements.

[End of Clause]

Section C

Secure Border Initiative (SBI)

**Management, Engineering,
Acquisition, and Technical Services
Contractor: Organizational Strategies, Inc.**

Statement of Work (SOW)

**GSA Schedule #: GS-00F-0034L
Task Order #: HSBP1208F21862**

STATEMENT OF WORK

for

MANAGEMENT, ENGINEERING, ACQUISITION, AND TECHNICAL SERVICES

June 2008

Prepared by
US Customs and Border Protection
Secure Border Initiative
1300 Pennsylvania Avenue, NW
Washington, DC 20229

1.0 SCOPE

1.1 Background

The Secure Border Initiative (SBI) is a comprehensive program of the Department of Homeland Security (DHS) US Customs and Border Protection (CBP). The SBI program controls our borders and stems the flow of illegal immigration through an integrated mix of increased staffing, more robust interior enforcement, greater investment in detection technology and infrastructure, and enhanced coordination on federal, state, local, and international levels.

A critical component of the SBI strategy is SBInet, a program that transforms border control through technology and infrastructure. SBInet provides frontline personnel advantages in securing the nation's land borders by fielding the most effective mix of current and next generation technology, infrastructure, staffing, and response platforms.

1.2 Purpose

This Statement of Work (SOW) describes the consulting services required by SBI/SBInet to continue to improve the management process of technical programs, with the ultimate goal of providing an improved working environment and tools that assists the user in performing their tasks.

2.0 APPLICATION DOCUMENTS

Organizational Strategies, Inc. (OSI) Management, Organizational, Business Improvement Services (MOBIS), GSA Contract Number GS-OOF-0034L

3.0 REQUIREMENTS

3.1 General Task Requirements

The contractor shall perform the services detailed below in support of SBI/SBInet requirements. The primary objective of SBI/SBInet is to identify, engineer, and acquire new technologies for the purpose of improving the control of our borders and stem the flow of illegal immigration.

The contractor shall provide engineering and technical services, and management support including research, development, design, testing, evaluation, program support, and acquisition of equipment.

These efforts require periodic travel throughout the continental United States and its territories.

The services to be provided are as specified as the following:

3.2. Engineering Services and Management Support

The contractor shall provide management and technical support for planning, development, and preparation of acquisition packages and monitoring vendor performance, maintaining program schedule and resources through planning, organizing, and tracking program activities.

The contractor shall also provide test and evaluation support at equipment delivery and coordination and training during the fielding of the equipment.

The contractor shall conduct market surveys and reviews of various systems that may be deployed as part of the overall SBI/net solution.

The contractor shall provide management and technical support to assist with the development of system performance and specifications and acquisition statement of work requirements for new and/or replacement equipment. The contractor shall also assist with the development of system integration requirements for the identified systems.

The contractor shall evaluate technical material including source data and reports including test plans, maintenance and operator manuals, acceptance tests, and acceptance test reports. The contractor shall also evaluate current and emerging systems and devices for their performance capability and application to the SBI/SBI/net mission. The contractor shall evaluate human factor issues and document areas for improvement.

The contractor shall assist in the identification of system logistical support requirements and solutions. Such tasks will encompass facilities, support equipment, training, maintenance, and technical manuals. Findings will be integrated into program documentation.

The contractor shall provide general administrative support and other direct charge support including, but not limited to: providing facilities and supplies for hosting meeting and conferences; preparing overhead transparencies and slides; printing and copying services; communication services (voice, video, and data); and overnight mail services.

The contractor shall also provide on-site clerical and administrative support. Tasking will include generating and maintaining of program and project files and databases, and preparing and distributing of project reports and supporting documentation.

3.3 Environmental

The contractor shall assist in identifying, monitoring, and rectifying health hazards in the working environment of the SBI/SBI/net officials. Included in these efforts are studies, investigations, preparation of options, and testing to assure compliance with governing

environmental regulations.

The contractor shall assess SBI/SBI-net Sectors such as Yuma, AZ, for the best representative means of monitoring air quality in the environment, and apply approved methods of measuring air quality that complies with governing regulations. The contractor shall also provide required instrumentation to comply with the approved measuring methods, and take appropriate soil samples.

The contractor shall assess SBI/SBI-net compliance procedures with environmental laws and policies of the US and neighboring governments, and propose changes and/or modifications to those procedures that will assure environmental goals are met. This effort includes environmental assessments and development of the appropriate documentation as required.

The contractor shall serve as test coordinator during acceptance tests. The test director shall evaluate each test by comparing operational requirement thresholds and objectives with performance data and recommend to SBI/SBI-net acceptable and unacceptable performance characteristics. The system considered for testing will include sensors, data collection, transmitters, receives navigation, identification, and surveillance.

3.4 Technical Services

The contractor shall provide on-site full-time employees with specialized and unique technical and engineering skills to accomplish SBI/SBI-net programs. Professional services to be performed will include the following:

- The contractor shall provide professional support to maintain process functionality including, but not limited to, data research and analysis, management of database files, creation of reports, and management of software programs.
- The contractor shall provide support in maintenance of system records, system configuration, design review records, and market research/analysis materials.

This support will also include graphics development and presentations.

This effort may require periodic travel for systems orientation, training, and representation at various CBP conferences and trade shows.

3.5 Program Management Support

- The contractor shall provide general administrative support and other direct charge support including: providing facilities and supplies for hosting meeting and conferences; preparing overhead transparencies and slides; printing and copying services; communication services (voice, video, and data) and overnight mail services.

- The contractor shall also provide on-site clerical and administrative support to the SBI/SBI.net. Tasking will include generating and maintaining of program and project files and database, and preparing and distributing of project reports and supporting documentation.
- The contractor shall provide professional support to assist in program management functions, which include, but are not limited to, financial analysis and logistics support to the extent necessary to provide required functions.

3.6 Acquisition Support

The contractor shall provide acquisition support to the SBI Acquisition Office in the areas including, but not limited to, Cost and Pricing Support. In addition, the contractor shall assist the Contraction Officer and/or designees in the development of solutions and recommendations regarding contractual issues. The main duties related to this task are:

- a. Support/Coordinate development of Independent Government Cost Estimates (IGCEs);
- b. Assist with technical and cost analysis of proposals;
- c. Provide labor, overhead, and Other Direct Cost (ODC) rate validations;
- d. Perform cost/price analysis on contractor's proposals;
- e. Prepare Government's pre-negotiation position;
- f. Participate in negotiations and discussions;
- g. Prepare price negotiation memoranda; and
- h. Conduct cost/price research.

4.0 SECURITY PROCEDURES

4.1 Controls

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

4.2 Identification Badges

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

4.3 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, Security Programs Division. 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 US citizens or have lawful permanent resident status.

The following security screening requirements apply to both US 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 BI. 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 BI 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 provided as replacements in a timely manner. 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 Contracting Officer 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.

4.4 Notification of Personnel Changes

The contractor shall notify the Contracting Officer's Technical Representative (COTR) and Contracting Officer 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 COTR of any change in access requirements for its

employees no later than one day after any personnel change occurs. This includes name changes, resignations, terminations, and transfers to other contractors. The contractor shall provide the following information:

- Full name;
- Social security number;
- Effective date; and
- Reason for change.

4.5 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.

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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 Property (GFP) issued to them under the provisions of the contract.

4.7 Non-Disclosure Agreements

The contractor shall provide Statements of Nondisclosure of Information to the Contracting Officer that shall be completed and signed as a condition of employment by each employee providing services under this SOW.

4.8 Personnel Security

The contractor shall provide personnel with a TOP SECRET level security clearance to perform (1) Information System (IS) security support to include configuration management of all unclassified and classified systems located within SBI net facility; preparation of system accreditation documentation for all SBI net information systems; training SBI net personnel on IS security requirements; ensuring SBI net compliance with CBP Security Policy for Classified Systems and Networks, dated February 7, 2005, with the support of SBI net management and system users; (2) Processing of intelligence reports and the subsequent development, manipulation, and maintenance of associated databases.

In some cases, access to Sensitive Compartmented Information (SCI) may be required, and will be specified in Contract Security Classification, DD Form 254.

5.0 DELIVERABLES

5.1 Technical Evaluation Reports

Within fifteen working days after receipt of material to be evaluated, the contractor shall submit a technical evaluation report.

5.2 Trip Reports

Within five working days after completion of trip, the contractor shall submit a trip report. Trip reports will include itinerary, purpose, objectives accomplished, and action items generated.

5.3 Meeting Reports

Within two working days after the meeting, the contractor shall submit a meeting report. The meeting report will include purpose, attendees, objectives accomplished, and action items generated. Meeting reports will also include any material generated or received by the attendees.

5.4 Monthly Reports

Within ten working days after the end of each month, the contractor shall submit a monthly report to the COTR. Monthly reports will contain synopsis items of contractor's accomplishments related to the tasks. The report will identify developments, current status, and any problems which affect or may affect performance or schedule. The report will also provide recommendations to resolve or alleviate any problems identified.

6.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this task order is made up of the following:

Base Period: July 15, 2008 through September 30, 2008; and

Option Period: October 1, 2008 through December 31, 2008.

The presence of an Option Period under this task order should not be construed by the contractor as a commitment by of the Government of any kind.

7.0 DELIVERABLE ACCEPTANCE CRITERIA

The Government reserves the right to reject any deliverable based on defects with

respect to completeness, correctness, clarity, and consistencies. In the event of a rejection of any deliverable, the Contracting Officer will notify the contractor in writing within five (5) business days of the receipt of the deliverable of any deficiencies to be corrected. The contractor shall have five (5) business days to correct the deficiencies.

The acceptance criteria for deliverables include the following:

- Accuracy - all deliverables shall be accurate in presentation, technical content, and shall adhere to the guidelines set forth in this document. All documentation presented to the Government shall be complete, correct, clear, and consistent.
- Clarity - deliverables shall be clear and concise, engineering terms shall be used as appropriate. All design documents shall be easy to understand and be relevant to the supporting narrative and desired functionality.
- Consistency to Requirements - deliverables shall completely satisfy the requirements as defined in this statement of work.
- File Editing - all documentation deliverables shall be editable by the Government.
- Format - deliverables shall be submitted via electronic media. Finalized deliverables shall be submitted in hard copy (where applicable) in addition to electronic media.
- Timeliness - deliverables shall be submitted on or before specified due dates or submitted in accordance with a later scheduled date, mutually agreed upon by the Government and contractor. A deliverable is considered timely if submitted on or before the date specified and, if the Government provides any written notification of deficiencies, the contractor corrects the deficiencies within five (5) business days.

8.0 HOLIDAYS AND ADMINISTRATIVE LEAVE

CBP personnel observe the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal statute, by Executive Order, or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost, however, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. The contractor, however, shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances, the contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the contractor's established accounting policy.

9.0 ORGANIZATIONAL CONFLICT OF INTEREST LIMITATION OF FUTURE CONTRACTING (Jul 2004) (Deviation)

(a) The Contracting Officer 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 is the that offeror may be in situations where performance under this contract may put the offeror in a position to favor its own products or capabilities; access pre-acquisition planning information, for services in which the offeror would be interested in submitting a bid or proposal; share source selection information with other vendors/clients as well as access to other contractors' (or potential competitors') proprietary information. The selected vendor may be excluded from participating in future DHS procurement in accordance with the requirement of Subpart 9.5 of the Federal Acquisition Regulations. Prospective vendors are advised to review this regulation prior to preparing their submission.

(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 under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the contractor to prepare such specifications or statements of work or statements of objective 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.

10.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The COTR identified for this task order is:

(b) (6)

US Customs and Border Protection
Secure Border Initiative
1300 Pennsylvania Avenue, NW, Room 7.5B
Washington, DC 20229

(b) (6)

11.0 TRAVEL

All travel shall be in accordance with the Joint Travel Regulation. Travel shall be required in performance of this support service to CBP. Travel will be determined based on the requirement to complete individual tasks. All travel shall adhere to prescribed CBP and Federal Government guidelines regarding the Joint Travel Regulations.

For any and all travel identified by the contractor and agreed upon by the COTR, the contractor shall submit the travel justification, including itinerary for travel to CBP for approval within five (5) working days prior to the anticipated travel.