

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 06/24/2008	2. CONTRACT NO. (if any) GS-23F-7102H	6. SHIP TO:			
3. ORDER NO. HSBP1208F21753		4. REQUISITION/REFERENCE NO. 0020040611		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	
c. CITY			d. STATE	e. ZIP CODE	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR ROBBINS GIOIA LLC		8. TYPE OF ORDER			
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE - Reference Your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
c. STREET ADDRESS 11 CANAL CENTER PLAZA STE 200		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
d. CITY ALEXANDRIA	e. STATE VA	f. ZIP CODE 22314-1595		10. REQUISITIONING OFFICE M. Forest	
9. ACCOUNTING AND APPROPRIATION DATA See Attached. CONTRACTOR TIN: 542011197				11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/30/2008	
13. PLACE OF		16. DISCOUNT TERMS			
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Acct (g)
00010	RG Contract Support (BASE)	1.00	AU	\$7,551,890.00	\$7,551,890.00	
10010	RG Contract Support (OPTION)	1.00	AU	\$7,078,154.26	\$7,078,154.26	

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. UNIT BY (Signature)				
23. NAME (Typed) M.L. McDaniel TITLE: CONTRACTING/ORDERING OFFICER				

(b) (6)

DATE OF ORDER 06/24/2008	CONTRACT NO. (if any) GS-23F-7102H	ORDER NO. HSBP1208F21753	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 program management support services to the Secure Border Initiative (SBI) Program per the Statement of Work (SOW) found at Section C of this task order.

2. This task order was coordinated by the following people: M.L. McDaniel (SBI Acquisition Office), (b) (6) (SBI Acquisition Office), (b) (6) (SBI Acquisition Office), (b) (6) (SBI Program Management Office), and (b) (6) (Robbins-Gioia LLC).

Task Order Acceptance by Contractor:

(b) (6)

Gregory Townsend

 Printed Name

6/24/08

 Date

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1208F21753**

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P		
Supplies/Services:	RG Contract Support (BASE) Base Period: June 24, 2008 through September 30, 2008			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$7,551,890.0000	\$7,551,890.0000
Item Number:	10010	Line Item (Priced/Information/Option): O		
Supplies/Services:	RG Contract Support (OPTION) Option Period: October 1, 2008 through December 31, 2008			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$7,078,154.2600	\$7,078,154.2600
Total Funded Contract Value:				<u>\$7,551,890.00</u>

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525 **Amount** \$7,551,890.000

DELIVERY SCHEDULE

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Deliver To: Customs and Border Protection
 Secure Border Initiative (SBI)net
 1300 Pennsylvania Ave NW Rm 7.5
 Ronald Reagan Federal Building
 Washington DC 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
52.233-3	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: June 24, 2008 through September 30, 2008; and
Option Period: October 1, 2008 through December 31, 2008.

[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 \$7,551,890.00 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$7,551,890.00 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 #: (202) 344-2480
 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 Item 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 to pre-acquisition planning information, for services in which the Contractor would be interested in submitting a bid or proposal; sharing 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)

**Program Management Support Services
Contractor: Robbins-Gioia, LLC**

Statement of Work (SOW)

**GSA Schedule #: GS-23F-7102H
Task Order #: HSBP1208F21753**

**US Customs and Border Protection
Secure Border Initiative
Office of Information and Technology**

**Statement of Work for
Program Management Support**

1. INTRODUCTION

The US Customs and Border Protection (CBP) Secure Border Initiative (SBI) Program Management Office (PMO) requires continued program management support services to maintain program consistency, and ultimately, organizational goals. The CBP SBI PMO has prepared this Statement of Work (SOW) for program management support to the SBI Program.

The key areas of support services required include, but are not limited to, the following:

- Program administration;
- Communications;
- Human resources;
- Risk management;
- Technical integration;
- Configuration management;
- Program management services, including: advice, assessment, and tracking in a variety of program areas;
- Financial management support;
- Acquisition management support;
- Program oversight support (internal and external reporting);
- Development, implementation, and maintenance of program documents, plans, and performance measures;
- Development and maintenance of databases and tracking/reporting systems;
- Preparation of and support to templates, models, guides and training; and
- Support to unspecified program management tasks.

The term “SBI Solutions Contractor” is used throughout this SOW to refer to the contractor that has been awarded the SBI prime contract, as well as other entities that may be awarded contracts to provide elements of SBI goals and objectives.

2. SCOPE OF EFFORT

This scope of effort includes all aspects of program management consultation throughout the SBI Program. Key areas of program management support include, but are not limited to, the following:

- Acquisition/investment/financial management;
- Program control;
- Communications;
- Human resources;
- Risk management;
- Technical integration;
- Requirements management;
- Configuration management;
- Program delivery management and logistics; and
- Program administration.

The Offeror shall provide expert program management services to the SBI Program that:

- Provide the SBI Program with the program management support necessary for the PMO to effectively manage the program;
- Assist the SBI Program with oversight and facilitation of SBI solutions;
- Provide effective strategic planning recommendations;
- Assist the SBI Program in effectively identifying, managing, mitigating, and closing the SBI business and management risks;
- Assist the SBI Program in forecasting and addressing any issues that may influence the SBI Program, and coordinating these issues with appropriate offices;
- Coordinate the creation and routing for approval of an SBI Acquisition Plan, Program Plan, Acquisition Program Baseline, Fiscal Year Expenditure Plans, and Cost Benefit Analyses (CBA);
- Meet or exceed the expectations of oversight bodies in the areas of program management control and communications by implementing best practices and by responding to oversight inquiries;
- Meet or exceed the expectations of SBI Program management related to the timely assistance and quality of program management knowledge;
- Assist the SBI Program in aligning practices associated with people (human capital), performance, and work processes with CBP mission and key business drivers;
- Assist the SBI Program in organizational planning, staff acquisition, and team training, to include training for deployment, maintenance, and operations;
- Assist the SBI Program leadership in managing integration across projects, as well as between projects, external stakeholders, and CBP;
- Support the SBI Program's effective Communications planning and management; and
- Support the execution and analysis of program surveys as required by the SBI Program.

The Offeror shall provide operational support directly to SBI PMO leadership and actively participate in program planning and management activities.

The Offeror shall collaborate with stakeholders as identified by the SBI PMO. These stakeholders include, but are not limited to, the SBI Program Executive Office (PEO), CBP Office of Information Technology (OIT), other CBP offices, the Government Accountability Office (GAO), the Office of the Inspector General (OIG), the Department of Homeland Security (DHS), DHS Investment Review Board (IRB), Office of Management and Budget (OMB), and the Software Engineering Institute (SEI).

The Offeror shall provide support to the centralized SBI PMO and to the on-site delivery/implementation projects, in alignment with the SBI Implementation Plan.

The Offeror shall support SBI PMO efforts to maintain SBI Program alignment with the strategic planning efforts of the CBP, including linking SBI benefits to the goals of DHS.

The Offeror shall integrate with other support contractors.

3. REQUIREMENTS

Requirements for key areas of program management are discussed in more detail in the subsections below.

3.1 Offeror Executive Program Management

Executive Program Management (EPM)

The Offeror shall provide Executive Program Management (EPM) support, including strategic program management recommendations, strategic, program, and acquisition planning support and consultation.

The Offeror shall manage the staff and services/support provided by the Offeror and shall be responsible for the day-to-day management and direction of the Offeror staff and work. EPM ensures that the Offeror uses industry best practices to execute consistent, responsive, and integrated program-wide management among all functional elements of program management, and among all delivery/task orders. This includes optimizing and synthesizing all reporting to accurately report consolidated SBI Program status.

Ad-hoc Program Management Support

In addition to the work described below, the Offeror shall provide ad-hoc program management support as requested. To accommodate SBI Program needs within the scope of this SOW to resolve unforeseen issues and circumstances, the Offeror shall be prepared to deliver additional expertise and/or perform additional unforeseen program activities on short notice as part of the unplanned activities.

Lessons-Learned

The Offeror shall incorporate “lessons-learned” in recommending organizational flexibility in the management of the activities identified in this SOW to deal with changes caused by legislation, regulations, Government priorities, directives, and other world events which impact DHS and the SBI Program.

3.2 Acquisition/Investment/Financial Management

The Offeror shall provide integrated support in various areas of acquisition management, including procurement, contract management, task order management, and incentive/award fee planning and management. In executing this support, the Offeror shall take a proactive role in identifying, analyzing, forecasting, and developing recommendations addressing acquisition issues that may influence the SBI Program, and coordinate these issues with other stakeholders as appropriate. A description of the Offeror’s activities in each of these areas is provided below.

The Offeror shall perform acquisition activities regarding specific project plans, SBI Program policy, and acquisition business processes to support compliance consistent with a maturing acquisition organization with Capability Maturity Model Integration (CMMI) as a guideline for process management and improvement. This includes developing, documenting, controlling, and evaluating SBI Solutions Contractor performance against task order requirements and established cost, schedule, and technical baselines.

Procurement – The Offeror shall support SBI Program procurement activities as directed, including the provision of expertise in the structuring of program- and project-level award/incentive/performance fees, developing task order Requests for Proposals (RFPs) and task statements, coordinating proposal evaluations and negotiations, and conducting Integrated Baseline Reviews.

Contract Management – The Offeror shall support contract strategy development, provide contracting advice, and support acquisition strategy development and acquisition planning as requested. The Offeror shall coordinate and manage program activities and inputs that feed into contract actions and responses. This includes identifying Points of Contact (POCs) for contract-related actions and responses, coordinating with those POCs to consolidate required input, and providing consolidated input to the CO’s support staff. The Offeror shall also support Contracting Officer’s Technical Representative (COTR) reviews of invoices, assisting the COTRs in reconciling billing and performance information and providing requisite analyses supporting the accurate allocation of costs. The Offeror shall also work with the CO in developing other requisite contractual correspondence.

Award and Incentive Fee Management – The Offeror shall participate in developing the strategies that will influence SBI Solutions Contractor performance via award fees and incentive fees and shall document the resultant incentive/award fee plans, processes,

and procedures. The Offeror shall also administer the Award/Performance Fee plans and generate the Award/Performance Fee reports. As part of this administration, the Offeror shall coordinate periodic Award/Performance Fee evaluation meetings, assist in the development of fee structures, evaluation criteria and measures, and actual performance evaluations.

The Offeror shall provide integrated business, budget, and investment support required for effectively managing and reporting on SBI Solutions Contractor Program efforts and supporting oversight functions. The Offeror's deliverables and work products shall be comprehensive and complete in their description of the SBI Program and shall reflect the current SBI Program budgets and forecasts. In executing this work, the Offeror shall develop and support executive briefings related to SBI Program financial management activities. The Offeror shall develop integrated plans, processes, and products that comply with the SBI Program Investment Management Process, statutory and directed requirements, and respond to DHS IRB, OMB, GAO, and CBP requests for business data.

The Offeror shall write/update the SBI Program Plan, Acquisition Program Baseline, and Expenditure Plans as required given the stage of the Government Fiscal planning cycle. The Offeror shall develop and track all budgetary documentation and information necessary for the timely and accurate planning, programming, and execution of SBI Program funds. The Offeror shall develop and sustain an effective budget management process and system. The Offeror shall develop integrated financial management plans, processes, and procedures to adequately account for and safeguard the funds allotted to the SBI Program. The Offeror shall be responsible for the entry of SBI Program requisitions into the CBP financial system, act as the project manager within the CBP financial system for all SBI Program implementation task orders, process receiver documents within the CBP financial system for all SBI Solutions Contractor invoices, and provide invoice review and approval guidance to SBI Program Managers.

For financial matters, the Offeror shall provide analyses, forecasts, and recommendations addressing issues that may influence the SBI Program, and coordinate these issues appropriately. In doing so, the Offeror shall analyze, track and report on obligations, expenditures, the status of funds, and the impacts of performance and risks on budget projections.

3.3 Program Control

The Offeror shall participate in SBI Program management planning activities including the continued definition and documentation of the SBI Program approach to program management. This shall include the definition of roles and responsibilities; the description and documentation of program management functions; support the development of new, and updating of current, SBI Program plans, processes and procedures; coordinating, maintaining and updating the SBI Program Management Plan; the SBI Program Work Breakdown Structure (WBS) and Organization Breakdown

Structure (OBS); the SBI Program Document Tree; and SBI PMO Concept of Operations.

The Offeror shall ensure that the appropriate program-level and project-level program management information, tools, and products are integrated and available and that the program management information is current and accurate. The Offeror shall provide support for the selection and technical insertion – in accordance with CBP policy – of tools to better enable program management as needs are identified and approved. The Offeror shall provide analyses, forecasts, and recommendations addressing issues that may influence the SBI Program and projects, and coordinate these issues with the appropriate CBP offices.

The Offeror shall be responsible for conducting the integrated program control activities. As part of this tasking, the Offeror shall ensure that all cost, schedule, and technical performance objectives are integrated, developed, tracked, monitored, and communicated. In executing this function, the Offeror shall also oversee the SBI Solutions Contractor's program control activities, provide support for SBI Solutions Contractor audits as directed, and perform the following program control activities for the SBI PMO:

Schedule analysis and management – The Offeror shall define appropriate schedule activities for its work and combine the schedule activities for select SBI Program stakeholders. The Offeror shall maintain and update the schedules, provide both quantitative and qualitative analyses of SBI Solutions Contractor schedules, and integrate findings within weekly status reports and other products as necessary. The Offeror shall also oversee the SBI Solutions Contractor's schedule management activities, ensuring that the SBI Solutions Contractor is maintaining an accurate and complete IMS and provide qualitative and quantitative schedule analysis.

Measurement Program – The Offeror shall implement and integrate SBI Program performance metrics across the program. In conducting this function, the Offeror shall update the SBI Program Metrics Plan and the Metrics Handbook to reflect the metrics that are actually being created and maintained. The Offeror shall also analyze the current set of metrics and identify other metrics that should be implemented to support the Program as it enters new stages of the life cycle. The Offeror shall continuously monitor the implemented metrics and define new metrics as appropriate. Additionally, the Offeror shall collect, aggregate, and analyze metrics data, and recommend corrective action for keeping the SBI Program within the established baselines. The Offeror's analysis, coupled with findings and recommendations, shall be presented to the SBI PMO for action and shall be entered, tracked, and managed in the SBI Program action item databases.

Earned Value Management (EVM) – The Offeror shall perform monthly analyses of the EVM data provided by the SBI Solutions Contractor in their monthly Cost Performance Reports (CPRs), Cost/Schedule Status Reports (C/SSRs), or other data provided from the SBI Solutions Contractor's EVM or cost management systems. As a result of these

analyses, the Offeror shall identify and report deficiencies, performance trends, and other findings in a monthly CPR analysis report or project status reports as necessary. When necessary to assess the source, cause, and/or extent of performance deficiencies and trends, the Offeror shall perform special, in-depth analyses and report the results. The Offeror shall provide timely forecasts of cost and schedule performance problems based on CPR data and results of analyses performed and prepare presentations, white papers, and contract letter content, as appropriate. The Offeror shall oversee the SBI Solutions Contractor's EVM system implementation. The Offeror shall also work with the SBI Solutions Contractor at the beginning of each new task order to ensure that earned value principles are appropriately applied to the contract performance measurement baselines. When necessary, the Offeror shall perform assessments and surveillance of the SBI Solutions Contractor EVM systems, processes, and procedures to ensure compliance with EVM principles and standards, and that the SBI PMO is receiving accurate, reliable earned value data and reports.

Integrated Baseline Reviews (IBRs) – The Offeror shall maintain and update, as required, the SBI Program IBR process. The Offeror shall also provide IBR training to the SBI PMO staff; plan, coordinate, and control the execution of IBRs; document their results; and obtain approvals necessary to establish the task order baselines. The Offeror shall analyze and evaluate the IBR data and record action items, risks, and issues identified during IBRs and ensure that they are addressed prior to closing out the IBR activity.

Program Analysis – The Offeror shall analyze the program data provided by the SBI Solutions Contractor via its deliverables, work products, and other sources, ensuring that the data provides usable, integrated, and accurate program information. The Offeror shall develop findings and recommendations, as appropriate and based on the analyses, and shall track and manage the resultant actions, risks, or issues until closure.

Management Reporting and Reviews – The Offeror shall provide integrated program expertise for controlling, disseminating, and reporting on the SBI Program and its various projects. As part of this role, the Offeror shall compile, analyze, and report on status for all SBI Program projects in Weekly Status Reports (WSRs), or similar integrated project status reporting tool. The WSRs shall represent a consolidation of the status of PMO activities against each project and an assessment of all aspects of each projects' activities. WSRs shall present key headlines, activities, and areas of concern. The Offeror shall provide analyses, forecasts, and recommendations addressing issues that may influence the SBI Program, and coordinate these issues with the SBI leadership team at the appropriate levels.

The Offeror shall compile, analyze, and report on all SBI Program and project program management status in a consolidated SBI Program report card, or accountability framework as directed, on a monthly basis. Incorporated in this report card shall be a consolidation and integration of status presented in the periodic reports; analyses of the SBI Program's status; projections of cost, schedule, and technical performance against

program and project baselines; key risks, issues, and action items; analyses of past and present performance trends; forecast of future performance and their impacts to the program; recommendations for executive action; and a presentation of upcoming key events. This executive-level product shall synthesize and integrate all program status and information to provide a past, present, and future perspective on the program in a comprehensive and succinct narrative to enable the SBI PMO to understand that on which they need to plan and act.

The Offeror shall develop and present program-level management reviews, as requested, for CBP management. The Offeror shall support preparing SBI Program staff for and participate in the monthly SBI Solutions Contractor Program Management Reviews (PMRs) and Cost Performance Reviews and shall provide feedback on the information provided at these reviews and the review structure, as needed, to the SBI PMO leadership.

Issue and Action Item Management – The Offeror shall provide management, support, and liaison activities to ensure that SBI Program issues and action items are identified and properly managed. This shall include the ongoing review of the SBI Program and SBI Solutions Contractor issues and action items databases to ensure that they are accurate, up-to-date, and complete. The Offeror shall present information as necessary to trigger necessary management action, as well as highlight issues and actions requiring greater management attention. The Offeror shall also identify issues and action items in the program management area and resolve issues and action items assigned to the Offeror for resolution. The Offeror shall analyze the progress and impacts of outstanding issues and action items across the program, develop findings and recommendations, and proactively manage open issues and action items until they achieve closure. The Offeror shall also synthesize outstanding status and coordinate the integration of all issue and action item information into SBI Program status reporting.

3.4 Program Technical Integration Services Management

The Offeror shall provide comprehensive oversight of and expert opinion on the technical integration status and progress of the SBI Program, as being defined, planned, and executed by SBI Solutions Contractor focusing on how deviations from the plan impact cost and schedule. The Offeror will closely monitor and regularly report the status of the systems architecture, systems engineering and design, and software development disciplines, as they impact the SBI Solutions Contractor's ability to deliver the desired objectives (e.g., functionality, capability, end items, infrastructure, etc.). The focus of technical oversight activities will be reliability, supportability, maintainability, interoperability, and integration within the DHS and CBP technical environments. The Offeror will provide technical integration, oversight, and guidance in each of the following areas (other providers may be tasked with architecture and engineering performance):

- Enterprise architecture compliance and integration – includes activities to ensure that the SBI Program is properly integrated into the DHS and CBP environments;

- Systems architecture - includes the definition and development of comprehensive SBI architecture and transition plans that extend from or align with associated content at the DHS and CBP Enterprise Architecture levels. The SBI architecture will be used to drive lower-level architecture and design activities;
- Environment engineering and planning - includes activities related to the planning, design, implementation, verification, certification, and configuration management of the SBI environments;
- Human factors engineering (508 compliance) includes all planning, design, evaluation, testing, and development activities to ensure SBI compliance with applicable 508 standards;
- Security engineering - includes the planning, development, implementation, oversight, and support of SBI security architecture and engineering in coordination with and with guidance from the DHS and CBP security organizations;
- Performance engineering – includes performance engineering management and oversight, planning and design, modeling and testing, testing, validation, analysis, tuning, monitoring, reporting, and capacity planning; and
- Disaster recovery engineering – includes the management, design, and engineering of SBI disaster recovery requirements, to be performed in close coordination with and under the guidance of the DHS/CBP Disaster Recovery Operations Center (DROC).

The Offeror shall track, facilitate, and manage the technical dependencies across projects throughout the full lifecycle of the SBI Program.

The Offeror shall perform deep dive assessments of SBI Solutions Contractor plans, artifacts, work products, and deliverables as directed on an ad hoc basis. For IT-related projects, the Offeror shall assist by participating in DHS/CBP System Lifecycle (SLC) tailoring activities and by facilitating the establishment/refinement of SLC gate criteria and participating in the assessment of criteria at SLC gate reviews. The Offeror shall utilize all available information and formulate the Offeror's recommendation on the project's readiness to proceed to the next SLC stage.

The Offeror shall assist in the identification of risks associated with the technologies included in SBI Program solutions and risks associated with the methods and techniques used to develop those solutions.

3.5 Requirements Management

The Offeror shall create the SBI Program Requirements Development and Management (RDM) plans, processes, and procedures, including the development of new processes and procedures as appropriate for contract requirements.

The Offeror shall recommend procedures for and execute accomplishment of a centralized requirements review process. This process must be integrated with the existing DHS and CBP policies, procedures, and mission needs.

The Offeror shall provide oversight of SBI Solutions Contractor technical requirements development and management activities, ensuring that the SBI Solutions Contractor has developed all necessary RDM plans, processes, and procedures for these activities. The Offeror shall verify that technical requirements are traceable to Change Requests (CRs), test cases, and developed system components, as appropriate.

The Offeror shall prepare change management processes and practices to enable the Government and the SBI Solutions Contractor to carefully control all technical requirements. The Offeror shall review CRs for the completeness of technical and contract requirements and provide recommendations to PMO regarding approval of the CRs. The Offeror shall verify that impact analysis has been done on all CRs that change the requirements baseline. The Offeror shall modify the contract requirements baseline following the approval of a CR that impacts contract requirements. The Offeror shall monitor the technical requirements baseline to ensure approved CRs that modify the technical requirements have been implemented. The Offeror shall ensure that each CR is complete, including impact and independent pricing analyses if required, prior to submitting the CR to the appropriate Configuration Control Board (CCB) for disposition. The Offeror shall also coordinate with POCs assigned to develop or respond to CRs, and shall monitor and track CRs until their completion. The Offeror shall also analyze and report on CRs to identify root causes for the initiation of CRs to include feedback of recommendations to improve the requirements management process. As part of coordinating and tracking the CRs, the Offeror shall support the Government in coordinating changes to the scheduled delivery of products and provide the necessary information for integration into the Integrated Master Schedule (IMS).

3.6 Configuration Management

The Offeror shall perform integrated Configuration Management (CM) activities for the SBI Program configuration items. This shall include maintaining the CM repository for SBI Program documents that are placed under CM control, generating baselines as appropriate and managing the baselines once generated, and updating the configuration baselines as required upon approval of an update to a configuration item. The Offeror shall also conduct the SBI Program configuration control activities. This shall include supporting the Government-chaired CCBs and performing the administration of the overall CCB process including the coordination of the CCB meetings. CCB coordination includes, at a minimum, the scheduling of the meetings, production of the agendas, packaging of the CRs, and production of the meeting minutes.

The Offeror shall establish and maintain an effective document management capability/system.

The Offeror shall oversee the SBI Solutions Contractor's configuration management process and the systems used to manage end items and perform configuration status accounting, and configuration audits maintaining all of the configuration records and producing status accounting reports and CM metrics.

The Offeror shall interface with the Procurement staff in the areas of configuration and change management contractual correspondence and change disposition when a contract modification is required.

3.7 Risk Management

The Offeror shall create a Risk Management Plan and execute that plan to implement a robust, integrated Risk Management Program for SBI. The Offeror shall identify and manage SBI Program cost, schedule, and technical risks as well as acquisition-sensitive risks, and shall develop and execute risk resolution plans for risks assigned to the Offeror. The Offeror shall oversee the SBI Solutions Contractor in implementing risk management programs across the SBI Program. In doing so, the Offeror shall develop, execute, and monitor the risk management processes and proactively identify methods for improving the processes. The Offeror shall analyze open and closed risks and determine if there are significant findings that may result impacts to the SBI Program, and coordinate these issues with SBI Program leadership. The Offeror shall also coordinate the integration of appropriate risk information into the SBI Program status reporting.

The Offeror shall capture risks such that problems are identified and fully described, options or actions are comprehensively captured, and recommendations are made. Across the SBI Program, the Offeror shall proactively identify risks and provide support to SBI Solutions Contractor and the SBI PMO to ensure SBI Program and risks are effectively mitigated within reasonable timeframes. In doing so, the Offeror shall be responsible for monitoring open risks until they have been successfully closed. The Offeror shall conduct administrative oversight of the SBI Solutions Contractor's risk management activities ensuring that the SBI Solutions Contractor is following its plans, processes, and procedures, keeping its risk database up-to-date, and that SBI Solutions Contractor mitigation plans are being executed within the allocated timeframes.

3.8 Communications Management

The Offeror shall support the coordination of communications efforts; provide communication consultation and inputs to communications products; support the SBI Program in coordinating responses to oversight bodies; provide input to and coordinate the development of strategic and tactical communications products; and support the creation and operations of critical SBI governance structures. Each of these areas of integrated communications management is described further in the paragraphs below.

In collaboration with other CBP communications staff, the Offeror shall create and maintain the Communications Strategy and Action Plan and provide input to communications planning products. At the request of the SBI Program leadership, the Offeror shall also review and provide feedback on other communications products. Examples of communications products that shall be developed by the Offeror include, but are not limited to, news releases, articles, brochures, talking points, briefings, public

hearing materials, media events, and preparation of other media as required to effectively communicate the SBI Program to various program stakeholders.

The Offeror shall review and monitor the SBI Solution Contractor's communications plan(s) and communications products development and production, as directed.

In conducting communications activities, the Offeror shall develop, update, and maintain a Communications Management Plan that will include all necessary communications processes and procedures that will help ensure the efficient and effective flow of information to both internal and external stakeholder audiences. The Offeror shall support the delivery schedules for all SBI Program communications products and shall ensure that the associated schedules for communications activities are integrated into the SBI Program schedule.

With respect to governance, the Offeror shall provide consultative services to the SBI Program Manager to leverage existing CBP governance structures, assist in the establishment of SBI-specific governance structures as needed, and manage the resultant governance bodies by providing efficient scheduling of agenda topics; effective inter-staff communications and coordination in support of governance briefing; and to align SBI Program information and decisions consistent with the CBP Strategic Plan. The Offer shall function as the Secretariat for governance boards and committees.

The Offeror shall coordinate and ensure timely delivery of communications to stakeholders, including but not limited to Congress, GAO, OMB, and various DHS offices (e.g. Management Directorate, OIG). This shall include, but not be limited to, the coordination and compilation of inputs from CBP and other contractors in response to oversight questions, recommendations, and audit findings. The Offeror shall ensure that all responses to oversight bodies are thoroughly reviewed and coordinated with affected stakeholders, and maintain a historical database of responses and the status of the SBI Program actions to resolve findings and shall update this status on a quarterly basis, or as requested.

The Offeror shall coordinate the development, review, approval and release of press-related material with the SBI Program and CBP and DHS offices as appropriate.

The Offeror shall develop responses and take actions to address oversight findings and questions, and shall participate in meetings with oversight groups on program management topics.

3.9 Human Resources Management

The Offeror shall develop the SBI Human Capital Management Plan. Requirements include determining human capital needs via development and maintenance of the SBI Program staffing planning; analyzing position definition; and supporting and facilitating SBI Program recruiting, selection, retention, and performance management efforts, focused on providing support staff and managing internal Government resources, and

facilitating organizational change management focused on preparing the organization to adopt and adapt to emerging technologies and address the cultural changes that will result from SBI.

The Offeror shall conduct performance improvement work related to SBI Program operations including defining and analyzing performance gaps, proposing solutions, and evaluating solutions once implemented. The Offeror's performance improvement support includes benchmarking SBI's human capital needs and developing a Human Capital Capability Scorecard assessment report. The Offeror shall also assist CBP in establishing the link(s) between human capital and achievement of organizational objectives.

The Offeror shall perform all aspects of learning and development work related to execution of the SBI Program including development, maintenance, and execution of the SBI Program Training Management Plan, annual training needs assessment, and the development of fiscal year training plans, as directed. The Offeror shall develop an annual training plan each fiscal year in support of the Training Management Plan. The training scope includes functional training to close identified skill gaps, training on SBI process assets, training on technology tools used specifically by the program office, and SBI Program Orientation. The Offeror shall ensure training objectives are aligned with SBI Program objectives and develop/revise and implement processes, procedures, and standards as necessary to manage the learning and development function.

3.10 Program Administration

The Offeror shall provide integrated program administration support planning, coordination, management, and oversight for the day-to-day administrative activities necessary to support the SBI Program executive staff, including managing SBI Program Executive's calendars. The Offeror shall perform all activities associated with the identification and control of all SBI Program correspondence and shall be responsible for identifying, cataloging, filing, and controlling program data files.

The Offeror shall be responsible for logistics and documentation of meetings as directed. These meeting minutes shall be distributed to attendees archived. The Offeror shall also be responsible for capturing action items at all meetings and assigning/managing them.

The Offeror shall assist Government with facilities acquisition, management, and operations activities, as needed. The Offeror shall be responsible for operation of inter-office video conference rooms for SBI Program offices. The Offeror shall maintain a process to govern the use of these SBI Program assets and shall manage the integration and use of these assets.

The Offeror shall provide support in the area of property management and shall be responsible for maintaining SBI Program inventory and accountability of property management records. In addition, the Offeror shall oversee the implementation of a

property management system in compliance with CBP policies. The Offeror shall coordinate facility access, equipment requirements, Local Area Network (LAN), e-mail system, and Internet access for cleared personnel, and the ordering and management of consumable supplies.

3.11 Program Delivery Management and Logistics

The Offeror shall provide Business Managers (BMs) to be the single point of contact for securing and delivering effective support to Government Program Managers (PMs). The BMs shall orchestrate dedicated and matrixed resources to provide full-service project management support. This includes assisting with oversight of SBI Solutions Contractor and Government activities; performing program control, financial management, and other project management support functions; and facilitating the Government's role in overseeing the performance of the SBI Solutions Contractor. BMs review and update the project's Integrated Master Schedule; serve as a focal point for identification and tracking of issues and risks; maintain the budget; prepare status reports and reviews; facilitate planning and configuration management activities; support the invoice review process; manage the deliverable review process; and perform other related PM duties to ensure cost, schedule, and performance goals are successfully achieved.

The Offeror shall assist in developing and validating performance baselines; analyzing, managing and reporting progress against task orders; identifying and managing risks, issues, and actions; scheduling, coordinating, and documenting meetings and activities; and implementing and executing plans, processes and procedures consistent with CMMI. The Offeror will implement baseline management philosophy, and establish and monitor project-level acquisition baselines consistent with new DHS guidance.

As part of the pre-award activities associated with awarding a new SBI Solutions Contractor task order, the Offeror will plan for and coordinate the activities associated with getting the authorization necessary to award new SBI Solutions Contractor task orders. This includes integrated planning with other pre-award activities, consolidating artifacts, scheduling meetings, and preparing/coordinating gate review presentations with Government PMs as needed.

Logistics support includes deployment planning and management, site preparation support, CBP employee training coordination, and site readiness assessments in coordination with appropriate support and operations elements. The Offeror shall also support deployment activities and the transition of developed systems to operations elements. The Offeror shall provide oversight and management support for any tasks contracted through the SBI Solutions Contractor for on-site development and implementation. The Offeror shall coordinate the planning and execution of transition to support operations including interfaces with OIT Technology Operations Division and other operations and maintenance organizations as needed.

4. DELIVERABLES AND WORK PRODUCTS

See Appendix A for sample deliverables and work products.

The Offeror shall provide monthly and weekly status updates. All deliverables and work products shall meet the following requirements:

- File editing – All text and diagrammatic files shall be editable by CBP.
- Format – Deliverables and work products shall conform to CBP and Government standards for correspondence and written products. The Offeror shall submit these deliverables and work products in both hard copy and soft copy. Soft copies shall be submitted in Microsoft Professional Office Suite Visio format, or as needed on a case-by-case basis using versions currently supported by CBP.
- Timeliness – Deliverables shall be submitted in accordance with the IMS baselines as established by mutual agreement between the Offeror and the COTR, or as directed by the SBI Program Manager.

5. QUALITY

The Offeror shall display a thorough understanding of the CBP and SBI Program current and future needs to ensure the support across all areas of responsibility will meet customer requirements. The Offeror shall provide program management expertise and support that meet or exceed the SBI Program process maturity goals. The Offeror is expected to demonstrate continual improvement of its overall performance. Deliverables and work products are to be delivered in such a manner that they may be sent forward to any organization without correction in grammar and format.

6. PERIOD OF PERFORMANCE

The period of performance anticipated for this task order is made up of the following:
Base Period: June 24, 2008 through September 30, 2008;
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 Offeror as a commitment by of the Government of any kind.

7. PLACE OF PERFORMANCE

The majority of the work will be performed at various DHS, CBP, and SBI Program locations in the Washington, DC metropolitan area and at regional on-site locations.

8. OFFEROR PERSONNEL

The Offeror shall provide qualified and experienced personnel and shall provide all supervision to its personnel. The Offeror may provide its own administrative support (a single staff person) for Offeror staff. This staff will not be considered or priced as a part

of this SOW. The same level of space and computer equipment support listed below in Section 11 shall be made available to this person.

8.1 Level of Effort

The level of effort is based on, but not limited to, the current organizational staffing levels.

8.2 Key Personnel

The key personnel specified in this task order are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Offeror shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Offeror without the written consent of the Contracting Officer. The Contracting Officer may confirm in writing such diversion and such confirmation shall constitute the consent of the Contracting Officer. As appropriate, the Government may modify the list of key personnel during the term of the task order to either add or delete personnel.

The Offeror shall assign to this task order the following key personnel:

Personnel	Title
(b) (6)	Executive Program Manager

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for each proposed substitute, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or better than the qualifications of the person being replaced as it relates to the required work under the task order. The Contracting Officer shall evaluate such requests and promptly notify the Offeror whether the proposed substitution has been approved or disapproved.

9. GOVERNMENT-FURNISHED INFORMATION AND EQUIPMENT

The SBI PMO will provide adequate working space for all Offeror employees, LAN access to those meeting the CBP security requirements, standard desktop computers and peripherals (with appropriate application software to perform the tasks in this SOW), and consumable supplies for personnel working directly on this task order.

The Offeror will be provided access to Government information as needed for the performance of the required work. All Government-furnished information must be protected to the degree and extent required by local rules, regulations, and procedures.

10. OTHER DIRECT COSTS

The only Other Direct Cost (ODC) allowed is travel.

Local travel expenses: These expenses include roundtrip or one-way mileage at the prevailing Government approved reimbursement rate for official business trips of Offeror staff in support of SBI Program authorized meetings and business purposes. Where appropriate, parking and toll charges/fees will also be reimbursed. Local travel approval procedures will be issued separately by the COTR.

Out-of-the-area travel expenses. These expenses include travel at the specific request of the Government to support SBI Program mission and objectives. The Offeror shall submit travel price quotes in advance for approval by the COTR as a direct charge to the task order. This travel may include the full range of travel expenses to include air/rail fares, lodging expenses, car rentals, and other miscellaneous expenses. In all cases of this type of travel, reimbursement by the Government will be guided and governed by the Federal Travel Regulation and the Joint Travel Regulation. Out-of-the-area travel approval procedures will be issued separately by the COTR.

11. SECURITY

11.1 Controls

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

11.2 Identification Badges

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

11.3 Security Background Data

The COTR may determine that an Offeror employee shall not begin working under this contract until the entire background investigation is completed with approval from CBP. If an Offeror employee begins working earlier, the employee must have a level 1 clearance. CBP estimates completion of the investigation will take approximately ninety (90) to one-hundred twenty (120) days from the date they receive the packet, and may take longer. Requests for exceptions to working prior to completion of the background investigation should be addressed to the COTR.

Offeror personnel hired for work within the United States or its territories and possessions, and who require access to CBP owned or controlled facilities, information systems, security items or 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 hired by the Offeror. All personnel employed by the Offeror or responsible to the Offeror for the performance of work hereunder shall either currently

possess or be able to favorably pass a full field five year employment background investigation. The Offeror shall submit within ten (10) working days after award of this contract a list of the people contemplated to be working under the contract containing the full name, social security number, and date of birth of those people who claim to have successfully passed a background investigation by CBP, or submit such information and documentation as may be required by the Government to have a background investigation performed for all personnel. The information must be correct and be reviewed by a CBP Security Official for completeness. Normally, this shall consist of SF-85P, "Questionnaire for Public Trust Positions" or SF-86, "Questionnaire for Sensitive Positions (For National Security)" TDF 67-32.5, "US CBP Authorization for Release of Information"; FD-258, "Fingerprint Chart"; and a Financial Statement.

Failure of any contractor personnel to pass a background investigation (BI) means that the contractor has failed to satisfy the 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. All key personnel replacements must be approved by the Contracting Officer.

11.4 Notification of Personnel Changes

The Offeror shall notify the 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, resignations, terminations, and reassignments including to another contract.

The Offeror shall notify the COTR, and additional offices as specified by the COTR, 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 Offeror shall provide the following information to the COTR:

- Full Name;
- Social Security Number;
- Effective Date; and
- Reason for Change.

11.5 Separation Procedures

In accordance with CBP Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Offeror is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, CBP Form 242. This requirement covers all Offeror employees who depart while the contract is still active (including resignation, termination, etc.) or upon final

completion. Failure of a contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

11.6 General Security Responsibilities during Performance

The Offeror shall 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 under this contract.

All Offeror personnel will be responsible for the physical security of their area under this contract.

An SBI-specific Non-Disclosure Agreement form will be provided to and completed by all Offeror personnel.

Department of Defense Secret and/or Top Secret clearance levels may be required for select Offeror personnel.

APPENDIX A: SAMPLE DELIVERABLES AND WORK PRODUCTS

Title	Deliverable or Work Product	Delivery Date*
SBI Program Office Concept of Operations	Deliverable	Maintain and update as required
SBI Program Plan	Deliverable	Maintain and update as required
SBI Acquisition Program Baseline	Deliverable	Maintain and update as required
SBI Expenditure Plan	Deliverable	Annually, as needed
SBI Process Improvement Plan (PIP)	Deliverable	Maintain and update as required
Draft SBI Process Assets	Work Product	Tailored based on PIP priorities
SBI Human Capital Management Plan	Deliverable	Maintain and update as required
SBI Communications Management Plan	Deliverable	Maintain and update as required
SBI Communications Strategy and Action Plan	Deliverable	Maintain and update as required
SBI Status of Funds Report	Deliverable	Monthly
GAO/OIG Audit Recommendations Updates	Deliverable	Monthly
Weekly Project Reports (WPRs)	Work Product	Weekly, one per project
SBI Program Report Card/Metrics Review/Accountability Framework	Deliverable	Maintain and update as required
Award/Performance Fee Plan	Deliverable	As necessary
Performance Evaluation Reports	Deliverables	Award Fee Period End + 30 days
Training Management Plan	Deliverable	Maintain and update as required
Annual Training Plan (for the next Fiscal Year)	Deliverable	Maintain and update as required
Process Training	Work Product	Materials and Training sessions provided in conjunction with PIP priorities and with process approval
DHS, CBP, OMB and Congressional Reports	Deliverable	Quarterly
DHS, CBP, OMB and Congressional Briefings	Deliverable	Quarterly
Commissioner Updates	Deliverable	Weekly

* All days refer to calendar days.