

DATE OF ORDER 08/01/2007	CONTRACT NO. (if any) HSBP1006D01353	ORDER NO. HSBP1207J17845	PAGE OF PAGES 2 4
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Federal Tax Exempt ID: 72-0408780

NOTES:

1. GENERAL

The Contractor shall provide all supplies and services necessary to perform the attached SBInet Design Task Order (DTO) Performance Work Statement (PWS). The contractor is authorized to perform all PWS subtasks with the exception of the following:

The contractor is not currently authorized to work on Section 5.8 (COP Design) of the PWS. The cost for the Common Operating Picture (COP) Design portion of the task order is (b) (4). The fee for the COP portion of the task order is (b) (4). The total cost for the COP portion of the task order including fee is \$4,739,089.

The period of performance for this order shall be August 1, 2007 through January 31, 2008. The total estimated cost of this order is (b) (4). The total fee for this order is (b) (4). The total Cost Plus Fixed Fee (CPFF) for this order is \$69,013,266. The fixed fee on cost is (b) (4).

The total not to exceed cost for this task order is \$69,013,266, which is anticipated to cover performance through completion of the order.

2. PAYMENT OF FIXED FEE

(a) Payment of the fixed fee shall be made upon the Government written acceptance of each applicable sector DDR/DRR review package, CDRL E019 and E020 respectively, as described in the applicable Data Item Description's (DIDs). The invoice for fixed fee shall be based on the costs incurred at the conclusion of each applicable sector DDR/DRR review and will include any common task costs associated with that effort. Following the DDR/DRR reviews, fixed fee shall be billed in monthly increments, based on the incurred costs associated with the effort to complete outstanding action items resulting from the DDR/DRR reviews.

(b) Pursuant to FAR 52.216-8 (Fixed Fee), after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate

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proposals.

3. INVOICING

The contractor shall invoice all costs under this task order (including cost and fee) under Item No. 00010 until funding under that Item has been fully exhausted. The contractor shall then invoice all remaining costs (including costs and fee) under Item No. 00020.

4. SUBCLINs

The following subclin structure is hereby incorporated into this order for the purpose of tracking cost by location:

BMGR Phase III - SubCLIN 1.1
Texas Mobile - SubCLIN 1.2
Tucson - SubCLIN 1.3
Yuma - SubCLIN 1.4
El Paso - SubCLIN 1.5
Common - SubCLIN 1.6

On each invoice/voucher the appropriate SubCLIN shall be referenced under each Item No. (00010 or 00020) based on the location for the costs being billed.

5. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(a) The Contracting Officer's Technical Representative for this task order is:

(b) (6)

U.S. Customs and Border Protection
RRB - Room 7.5-B
1300 Pennsylvania Avenue, NW
Washington, DC 20229

(b) (6)

(b) (6)

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

6. No hardware or software (with the exception of interface definition and prototyping for the Common Operating Picture) shall be developed / delivered / or purchased under this task order.

7. CBP will provide a formal response to the delivered task order CDRL's no later than 10 days after contractor CDRL submittal. The contractor shall

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incorporate any required changes or proceed as directed in the CBP response letter within a minimum of 10 working days, or longer period, if specified. The resubmittal time period will not begin until CBP comments have been received.

8. The contractor shall report project cost and schedule performance in monthly Contractor Performance Reports in accordance with Master Contract (HSBP1006D01353) Clauses H.9 and H.10. Reports shall be delivered by 12:00 PM local time on the fourth Tuesday of each month. Integrated Master Schedule (IMS) updates shall be provided weekly in a format mutually agreed to by the Government and the contractor. The contractor shall provide an Integrated Master Plan (IMP) using the template developed by the SBInet Systems Program Office. The IMP and the IMS shall be delivered ten days prior to the Integrated Baseline Review.

9. The Government's letter dated July 31, 2007, Subject: Contract No. HSBP1006D01353, FY2007 Design and Deployment Task Order - Authorization to Proceed (ATP), BMGR Phase III and Texas Mobile (TXM) through a completed DRR, is hereby incorporated into this task order as Attachment Five. The contractor is authorized to invoice the Government for work performed in accordance with this letter for the time period August 1, 2007 through September 5, 2007. From September 6, 2007 through January 31, 2008, the contractor is authorized to invoice the Government for all work performed under this task order as negotiated and agreed to in accordance with the PWS (Attachment One).

(b) (6)

9/6/2007
Date

(b) (6)
Contract Management
Printed Name and Title

ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1207J17845

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P		
Supplies/Services:	Design Task Order			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$49,070,731.0000	\$49,070,731.0000
Item Number:	00020	Line Item (Priced/Information/Option): P		
Supplies/Services:	Design Task Order (cont.)			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$19,942,535.0000	\$19,942,535.0000
Total Funded Contract Value:			<u>\$69,013,266.0000</u>	

DELIVERY SCHEDULE

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	01/31/2008		
00020	1	01/31/2008		

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0900009000Z00007173SB03 *SB1*
SB3002525 **Amount** \$49,070,731.00

Item: 00020 6100.2525USCSGLCS0900009000Z00006442BN01 *BP*
SB3002525 **Amount** \$19,942,535.00

A.1 52.216-8 FIXED FEE (MAR 1997)

- (a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the

Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

[End of Clause]

A.2 52.232-22 LIMITATION OF FUNDS (APR 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--
 - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the

amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

- (g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

[End of Clause]

A.3 52.232-20 LIMITATION OF COST (APR 1984)

- (a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--
 - (1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

- (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- (d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--
 - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.
- (f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.
- (h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

[End of Clause]

A.4 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

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

[End of Clause]