ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

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

1. DATE OF ORDER: 1/31/2006
2. CONTRACT NO. (if any): GS-23F-7102H
3. ORDER NO.: HSBP1006A01067
4. REQUISITION/REFERENCE NO.: 0020017113
5. ISSUING OFFICE (Address correspondence to)
   Department of Homeland Security
   Customs & Border Protection
   1300 Pennsylvania Ave NW
   NP 1310
   Washington DC 20229

6. SHIP TO:
   a. NAME OF CONSIGNEE: See Attached BPA
   b. STREET ADDRESS
   c. CITY
   d. STATE
   e. ZIP CODE
   f. SHIP VIA

7. TO:
   a. NAME OF CONTRACTOR: ROBBINS GIOIA INC
   b. COMPANY NAME
   c. STREET ADDRESS: 11 CANAL CENTER PL, SUITE 200
   d. CITY: ALEXANDRIA
   e. STATE: VA
   f. ZIP CODE: 22314

8. TYPE OF ORDER
   [X] 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.
   [ ] 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.

9. ACCOUNTING AND APPROPRIATION DATA
   No funding authorized by this BPA.
   Funding provided by individual task orders.
   DUNS: 061783460
   CONTRACTOR TIN: (b) (4)

10. REQUISITIONING OFFICE
   (b) (6)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
   [ ] a. SMALL
   [X] b. OTHER THAN SMALL
   [ ] c. DISADVANTAGED
   [ ] d. WOMEN-OWNED
   [ ] e. HUBZone
   [ ] f. EMERGING SMALL BUSINESS
   [ ] g. SERVICE-DISABLED VETERAN-OWNED

12. F.O.B. POINT: Destination

13. PLACE OF
   a. INSPECTION
   b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B POINT ON OR BEFORE (Date): 10/07/2006

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Accpt (g)
00010	Unfunded PM BPA for OIT Spt-See pg 2	1.00	AU			
00010-001	Unfunded BPA for Base Period-See pg 2	1.00	AU			

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

17(h) TOT. (Cont. pages)

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
   a. NAME: DHS - Customs & Border Protection National Finance Center
   b. STREET ADDRESS (or P.O. Box): P.O. Box 68908
   c. CITY: Indianapolis
   d. STATE: IN
   e. ZIP CODE: 46268

17(i) GRAND TOTAL

22. UNITED S[redacted]
   BY (Signatu[redacted]

23. NAME (Typed): Andre S. Aslen
   TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213 (e)

DATE OF ORDER	CONTRACT NO. (if any)	ORDER NO.	PAGE OF PAGES
1/31/2006	GS-23F-7102H	HSBP1006A01067	2 2

Federal Tax Exempt ID: 72-0408780

NOTES:

Pursuant to GSA Management, Organizational and Business Improvement Services (MOBIS) Schedule #GS-23F-7102H, a Blanket Purchase Agreement (BPA) is hereby established between Robbins-Gioia, LLC and U.S. Customs and Border Protection for Office of Information and Technology (OIT) program management support under the terms and conditions of the above cited GSA Schedule contract and the attached BPA terms and conditions. The period of performance is for one year from Februay 1, 2006 through January 31, 2007. There is no guaranteed minimum for this BPA. No work is authorized by this BPA and no funding is provided by this BPA. Work and funding are authorized by separately issued task orders.

This BPA cannot extend beyond the contractor's GSA Schedule contract period, unless the GSA contract period is extended.

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number GS-23F-7102H, a Blanket Purchase Agreement (BPA) is hereby established between Robbins-Gioia, LLC and U.S. Customs and Border Protection (CBP) under the terms and conditions of the above stated contract and the following terms and conditions incorporated in this BPA.

ADMINISTRATIVE DATA

	Technical POC	**Alternate Technical POC**
Name	(b) (6)	(b) (6)
Title	Account Manager	Civil Agencies/DHS Division President
Company	Robbins-Gioia, LLC	Robbins-Gioia, LLC
Address	11 Canal Center Plaza Alexandria, VA 22314	11 Canal Center Plaza Alexandria, VA 22314
Email	(b) (6)	(b) (6)
Tel.:		

	Contracting POC	**Alternate Contracting POC**
Name	(b) (6)	(b) (6)
Title	Contracts Manager	Director, Contracts & Business Support
Company	Robbins-Gioia, LLC	Robbins-Gioia, LLC
Address	11 Canal Center Plaza Alexandria, VA 22314	11 Canal Center Plaza Alexandria, VA 22314
Email	(b) (6)	(b) (6)
Tel.:		
Fax:		

(1) AUTHORITY

The Authority to establish this BPA is given to the U.S. Customs and Border Protection (CBP) by the Federal Acquisition Regulation (FAR) 13.303-2(c)(3) and complies with all conditions as stated in the FAR.

(2) DESCRIPTION OF AGREEMENT

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

Under this agreement, the BPA Holder shall provide to the U.S. Customs and Border Protection (CBP) support services in support of requirements described in Attachment A, when ordered by Task Orders. CBP reserves the right to obtain services from other than the BPA Holder. These support services will be provided when requested by the Contracting Officer via traditional Statement of Work Task Orders. Task orders may be of various contract types, as allowed by the FAR for GSA Schedule task orders. These Task Orders may be placed via Performance Based Task Orders.

Performance-based contracting means structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth, in clear, specific, and objective terms with measurable outcomes, as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work. In Task Order Requests for Proposals (RFP), the BPA Holder may be requested to provide performance-based input to the Task Orders for clear, specific, and objective terms with measurable outcomes.

This BPA incorporates the following attachments:

Attachment A:	Statement of Work
Attachment B:	Not used – see Item (5) for GSA MOBIS Schedule labor category application
Attachment C:	Labor Category Rates (to be inserted at time of award)
Attachment D:	CBP OIT Support Contractor Employee Certification of Non-Disclosure of Information
Attachment E:	U.S. Department of Homeland Security memorandum of July 21, 2004, Subject: Organizational Conflicts of Interest

(3) CUSTOMER ORGANIZATION

This BPA may include requirements for any organization in CBP in support of the Customs and Border Protection Office of Information and Technology (OIT), as represented in Attachment A. OIT's functionality will evolve over the next several years as the Office of Information Technology (OIT) organization migrates to a new organizational structure.

The actual Division, Branch or other sub-organization is not deemed pertinent to the technical performance of this BPA. However, the BPA Holder should be aware that several Task Orders

may be issued with reporting requirements to several Task Monitors in different areas of OIT. The BPA Holder's management shall be staffed, as needed, in support of all Task Orders issued under this BPA.

(4) GENERAL REQUIREMENT – BPA STATEMENT OF WORK

Attachment A provides the general functional requirements that may be ordered from this BPA. As provided in task orders, the BPA Holder shall support any program that CBP migrates organizationally into OIT. The scope of this BPA includes support services by the BPA Holder to assist CBP in implementing management and technological refreshment enhancements for OIT. CBP may, at any time, acquire products or services from other sources and implement them into the CBP environment. Training, or other expenses, required to remain current in program management skills is the responsibility of the BPA Holder.

(5) LABOR CATEGORIES

The BPA Holder's GSA Management, Organizational and Business Improvement Services (MOBIS) Schedule labor categories comprise the expertise and range of capabilities of the BPA Holder's personnel to meet the requirements of the OIT support environment.

The functional skill requirements under this BPA include, but are not limited to: concept identification, requirements definition, monitor and tune systems analyze process improvements and implementation; training; communications; identify, analyze and resolve problems; perform trend analysis, and prepare documentation in support of the OIT mission.

(6) HOURS OF OPERATION

Normal operations for OIT support is conducted during a twelve (12) hour period from 6:00 am to 6:00 PM, Monday through Friday, including up to one (1) hour for lunch daily (not billable to the Government), and excluding Government holidays and designated emergency closing of Government facilities. Absences from the work site are either scheduled or unscheduled. In the event of unscheduled absences, the BPA Holder shall notify the Task Monitor prior to 9:00 a.m. on the day of the absence, and daily thereafter for each absence.

Coverage provided for times other than the normal working period shall be billed at the same basic hourly rate as the normal working period. The workweek may vary depending upon the level of effort required that week. Task Orders will specify if variations in the workweek for BPA Holder personnel in a functional area may be required or if flexibility is available to the BPA Holder

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

(7) PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the specific provisions contained in each task order, the terms and conditions of this BPA, and the BPA holder's GSA schedule contract in order of precedence.

(8) GSA PRICING

The GSA Schedule pricing has been determined to be fair and reasonable. Prices to CBP shall be no greater than those charged by the BPA Holder's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for quantity, prompt payment, etc.

(9) TERM OF PERFORMANCE AND PRICING PROCEDURE

a. The term of this BPA is a base period of one year from the date of award with four 1-year option periods to be exercised at the government's discretion. The Government intends to issue fixed price or time & materials type task orders based on the BPA holder's response to task order RFQs. The Government may request task order proposals from the BPA holder that use "performance based" contracting principles to fulfill the requirements.

b. During the term of the BPA, the labor category rates in this BPA may be subject, upon written request of the BPA Holder, to changes in the BPA Holder's GSA FSS contract (if they occur) as follows:

   (1) During the base period of the BPA, the labor rates in Attachment C (discounted) will be the labor rates used by the Government for ordering purposes and/or be the rates proposed by the BPA Holder in response to task order RFQ's issued by the Government.

   (2) Prior to, and contemporaneous with, the conclusion of the base period, and each subsequent option period thereafter, the BPA Holder may request in writing that the BPA be modified to update Attachment C rates to match the BPA Holders GSA FSS contract rates in existence at that time, assuming those rates have changed, and subject to the discount process below.

   (3) At the time of the BPA Holder's offer in response to the BPA RFQ, the BPA Holder proposed a specific percentage discount to their labor rates. The Government has

expressly included that percentage discount in the BPA. For the base period and each option period, the Government will then automatically apply that stated discount to the BPA Holder's updated GSA FSS contract rates in the modification that adopts the revised rates, assuming the request has been made by the BPA Holder and the GSA FSS contract rates have changed. Additional discounts beyond those identified in the BPA will not be sought on individual task orders, but the Government reserves the right to consider and accept a discount if offered by the BPA Holder.

(4) After the adoption modification is issued to the BPA by the government, the revised GSA FSS contract rates will then be in effect for the applicable base period or option period and will be the labor rates used by the Government for ordering purposes and/or the rate proposed by the BPA Holder in response to RFQ's issued by the Government.

(5) Decreases in the BPA Holder's GSA FSS contract rates will be offered to CBP immediately in accordance with the Price Reduction clause of the BPA Holder's GSA FSS contract. Such price reductions will be used for invoicing and will be subject to the discount applicable to the BPA period of performance in effect.

(6) If no change to the BPA Holders GSA FSS contract rates has occurred during any option period, and/or the BPA Holder fails to request that the Government adopt their revised rates prior to, or contemporaneous with, the end of a base period or option period, the BPA labor rates in effect at that time will remain in force for the next option period and the BPA will not be modified.

c. The BPA Holder may, at their discretion, submit an offer expressly fixing their labor rates (discounted or undiscounted) for the entire potential 5-year term of this BPA (potentially includes base period and four option periods), but are reminded of the continuing requirement to provide qualified and trained, experienced personnel.

d. The BPA Holder's GSA FSS contract against which this BPA is issued, or any successor thereto, must be active throughout the term of this BPA. The BPA Holder shall provide the Contracting Officer with any changes to the BPA Holders GSA Schedule contract.

e. The Government reserves the right to terminate the BPA or any task orders in accordance with FAR Part 49.

f. The Government anticipates issuing task orders for a 12 month term.

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

g. Task orders may be issued up to the last day of the BPA period of performance. The period of performance for task orders issued under this BPA shall not extend beyond one year from the end of the BPA period of performance, subject to the provisions in paragraphs (d) and (f) above.

h. Any requirement for travel and other direct costs will be identified in task order RFQ SOWs. The BPA Holder may be requested to price those items individually as part of the pricing in the task order proposal, but those items will likely be included in the executed task order as a Not To Exceed amount.

i. The percentage discount(s) for use during the term is/are (b) (4) [redacted] and is also shown in Attachment C.

(10) EXTENT OF OBLIGATION/VOLUME/PURCHASE LIMITATION

The Government does not guarantee any task orders will be issued against this BPA. CBP reserves the right to obtain services from other than the BPA Holder. The Government is obligated only to the extent of purchases authorized by Task Orders issued by the Contracting Officer under the BPA.

This BPA does not obligate any funds. Funds will be obligated by the placement of task orders. Task orders placed under this BPA shall be issued in accordance with all applicable regulations and other terms and conditions of the GSA contract and this BPA.

The purchase ceiling limitation for this BPA is $112,500,000.00.

(11) POSSIBLE GOVERNMENT USE OF PERFORMANCE INCENTIVES IN TASK ORDERS

The government may determine that it desires selected task orders to include performance incentives. There is no guarantee that such incentives will or will not be used in task orders. If used, incentives may take various forms and are expected to involve bilateral negotiations with the BPA Holder.

The following is an EXAMPLE of a performance based incentive methodology used by OIT and was reflected in the Task Order #1 Statement of Work contained in Request for Quote #HSBP-05-007 which resulted in the award of this BPA:

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

{Example} The Contractor shall report on achievement against specific performance metrics on a monthly basis.

{Example} The Contractor's incentive shall be based on the total weighted average earned units as measured using the form in Appendix E, and multiplied against the Contractor's monthly baseline value, resulting in a monthly performance value. The net variance between the monthly performance value and the monthly baseline value shall be debited/credited to the next invoice.

{Example} Performance Measure 4 shall be measured on a quarterly basis. The first quarter will end **<MONTH, YEAR>.** The percent earned at the end of the quarter will be applied to the fixed quality performance amount on a quarterly basis.

{Example} For each issuance of a Task Order, the existing quality survey and performance measure will be used.

{Example} The Contractor's monthly baseline value for each period will be the total discounted labor for the period divided by the number of months in the period.

{Example} The following four (4) performance metrics shall be used for assessing the Contractor's incentive fees:

{Example} Performance Measure 1: On-Time Deliverables
All planned deliverables shall be scheduled as agreed to by the COTR. During the period of performance, previously unplanned deliverables shall be scheduled upon identification, with the schedule dependent on COTR agreement. Once scheduled, all deliverables shall be tracked using an integrated master schedule. The Contractor's performance goal is to deliver 94% of their products according to the agreed to schedule, computed on a six-month moving average. The incentive structure will include a performance range between 90% and 100% (performance goal + / - 6 percent). Each percentage point above or below the performance goal will equate to two (2) earned unit used in the calculation of the incentive.

{Example} Performance Measure 2: Knowledge Base Retention
The Contractor shall track and status its retention of staff identified in Section 10, Key Personnel. The retention shall be measured monthly, with the award of 1 earned unit for each of the key personnel retained on the program, for a total of nine (9) earned units available to be earned each measurement period.

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

{Example} Performance Measure 3: Average Staff Retention
The Contractor shall track and status its total staff retention rates on a monthly basis during the period of performance. These rates shall then be averaged quarterly to determine the Contractor's performance. The Contractor's performance goal is to retain 75% of its staff each quarter. Each percentage point above or below the performance goal will equate to one (1) earned unit used in the calculation of the incentive with a maximum of +/- 5%

{Example} Performance Measure 4: Performance Quality
Performance Measure 4 focuses on the quality of program support delivered to the Modernization program. It measures, by COTR-conducted performance quality survey, the quality of support delivered in all critical areas of program support. The performance measure may be modified as required by mutual agreement of the contractor and the Modernization Program Director. The performance quality survey form in Appendix C will be used to gauge the Contractor's performance quality and derive a rating (see Appendix D for the Performance Quality Rating summary) for overall performance measurement and billing purposes. Results of the survey will be summarized across the respondents and the resultant rating will be used to identify the performance incentive in accordance with the following tables:

Unsatisfactory	1.0 to 2.5	-25%
Satisfactory	2.6 to 3.5	25%
Good	3.6 to 4.5	50%
Very Good	4.6 to 5.5	75%
Superior	5.6 to 7.0	100%

	Option 1			**Option 2**
Quarter	1	2	3	4
Incentive	$000	$000	$000	$000

{Example} The performance quality performance measure will be paid as a lump sum amount based on the summary rating obtained from the quarterly performance survey. The corresponding percentage will be applied to the quality bonus amount identified in the table above. This incentive will be paid in **June, September, December, and March.**
Note: Monthly billing = Baseline billing (discounted labor total) x (1 + Pf Award)

END of EXAMPLE

(12) CONTRACTING OFFICE/BPA ADMINISTRATOR

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

André Aslen, Contracting Officer, U.S. Customs and Border Protection, is the authorized Contracting Officer for this BPA. This may change from time to time, as determined within the Office of Procurement. An Administrative Contracting Officer may be assigned at a later date. Until such time as a Contract Administrator is assigned, the Contracting Officer shall also serve the role of BPA Administrator.

(13) CONTRACTING OFFICER'S AUTHORITY

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

(14) REPRESENTATIVE OF THE CONTRACTING OFFICER

The Contracting Officer's Technical Representative (COTR) shall provide the technical direction for the BPA. Task Monitors may be assigned by the COTR for individual Task Orders. The Task Monitors are identified on individual Task Orders and provide technical direction for that Task Order only.

(a) The CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) is:

Name: (b) (6)
Address: U.S. Customs and Border Protection
Attention: Beauregard (B-325-3)
7681 Boston Blvd.
Springfield, VA 22153-3140
(b) (6)

(b) Performance of work under this contract must be 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, 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 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 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 shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall 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 shall be subject to the terms of the clause entitled "Disputes".

LIMITATION OF TECHNICAL DIRECTION FROM THE TASK MONITORS:

A Task Monitor may be assigned to an individual Task Order and will be responsible to assist the COTR for the technical monitoring of individual Task Order performance. Duties of a Task Monitor shall not exceed those of the COTR for an individual Task Order.

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

For individual Task Orders, Task Monitors have been delegated authority by the COTR to provide technical direction to the BPA Holder's Designated Lead. The Task Monitor is also responsible for monitoring BPA Holder performance, inspection and acceptance of deliverables and work accomplishments and other administrative duties assigned by the COTR. This designation does not include authority to direct changes in scope, price, or terms or conditions of the BPA or any Task Orders issued. The Task Monitor is not authorized to directly supervise, add, change or terminate BPA Holder employees. The authority herein also does not include authority to execute modifications to the BPA or any Task Orders issued which require the signature of the Contracting Officer, or to bind the Government by agreement in terms of a proposed contract or Task Order change.

Task Monitors:

- Further define work completion requirements within the requirements of the Task Order. The BPA Holder shall schedule work so as to meet these requirements;

- Meet regularly with the BPA Holders Designated Lead to discuss status, schedule, and performance issues. The Task Monitor will document these meetings in minutes, which are signed by the Task Monitor and the BPA Holder's Designated Lead. Copies of these minutes are provided to the COTR with the status reports;

- Certify acceptability of Invoices. The Task Monitor receives BPA Holder invoices for the task from the COTR, promptly reviews the invoice and certifies by his/her initials, the acceptability of hours and services on invoices, for the COTR. The Task Monitor then submits the invoices to the COTR; and,

- Review Task Order reports submitted by the BPA Holder. The Task Monitor reviews all reports submitted and promptly notifies the COTR of any discrepancies in the reporting.

(15) LOCATION:

Services ordered under this BPA shall be performed at current or future CBP sites within a 50-mile radius of the Washington DC metropolitan area, including the suburbs of Virginia and/or Maryland. The principal place of performance will be in the Springfield/Alexandria, Virginia area, but is subject to change. BPA Holder personnel may be required to work full-time, part-time or attend meetings at any location within the 50-mile radius of the Washington DC metropolitan area.

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

The BPA Holder personnel will be located at the CBP sites as specified in the Task Orders. Exceptions to a BPA Holder's personnel work site may be approved by the Contracting Officer's Technical Representative (COTR).

CBP will make available a desk, phone, necessary equipment and necessary access to the CBP environment to enable the BPA Holder personnel to perform their functions. CBP policy prohibits the use of personally owned property for official business.

Contractor personnel may be required to travel to other locations, both domestically and internationally, in the performance of individual Task Orders. The CBP has over 900 offices located throughout the United States, Canada, Puerto Rico, Bahamas, Bermuda, and the State Department Embassies throughout Europe, Asia and South America. There are over 1,000 non-CBP locations that access CBP automated systems.

(16) TRAINING

BPA Holder personnel are required to possess the expert skills necessary to support the requirements of CBP current and future program management services environment. The OIT environment is constantly evolving as it updates its processes and functionality. The BPA Holder is responsible for the training of BPA Holder personnel to ensure that their skills support all new capabilities. Formal training classes, seminars, and conferences are critical to the successful performance of this BPA. Such training, and the time and travel for that training, is the responsibility of the BPA Holder. The skill level of BPA Holder personnel is a significant factor during CBP's ongoing evaluation of the BPA Holder's performance.

CBP, at its option, may include BPA Holder personnel in CBP-wide technology or equipment upgrade training.

(17) TASK ORDERS

(a) GENERAL: The BPA Holder shall furnish all the necessary qualified personnel, materials, facilities and management resources, as specified in Attachment A, to furnish the services set forth in Fixed Price or Time and Materials type Task Orders within the terms specified and at the price(s) stated. The BPA Holder shall only use, in the performance of the task orders, the labor categories authorized in Attachment C of the BPA.

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

(b) ORDERING PROCEDURES: The Contracting Officer will make the determination as to the ordering procedures used to issue each task order under this BPA. In general, one of the following two procedures may be used for issuing task orders under this BPA:

(1) Issuance of performance based task orders or task orders requiring technical input from the BPA Holder may be accomplished as follows:

a. The Contracting Officer/Contract Administrator will forward a Task Order RFQ, with a task statement (Statement of Work), to the BPA Holder which will describe technical requirements for performance; deliverables; Task Order start and completion date; performance location; estimated labor categories and level of effort; any other pertinent information in sufficient detail for the BPA Holder to understand the requirement. The Contracting Officer/Contract Administrator will not seek additional discounts for the Task Order. Task Order RFQs may be performance based.

b. Within 10 working days after receipt of the task statement, the BPA Holder will submit a written proposal responding to the requirement. The proposal shall contain at a minimum, the following:

Task requirement: A narrative description of the BPA Holder's understanding of the functions required to satisfy the requirements. The narrative shall include a purpose statement to ensure the BPA Holder's understanding of the requirement.

Proposal Solution: A narrative description of the BPA Holder's proposed solution – plans for performance, technical approach, and any problems envisioned. In the proposal, the BPA Holder may be requested to provide performance-based input to the Task Orders for clear, specific, and objective terms with measurable outcomes.

Assumptions: The proposal shall identify any assumptions on the BPA Holder's part used in developing the proposal and costs.

Deliverables and Schedule: Deliverables, schedule and a statement of the BPA Holder's understanding of acceptable criteria.

Staffing Schedule: A staffing schedule by individual skill level employee.

Training Plan: A training plan to enhance BPA personnel skill levels.

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

Price Proposal: The price proposal shall be mirrored by the staffing schedule. The BPA Holder shall address whether or not additional discounts are offered and the rationale for the decision.

Resumes/Clearance: Resumes of all key personnel and background investigation completed or appropriate documentation submitted, for all on-site personnel, as stated elsewhere in this BPA.

c. After the Contracting Officer's Technical Representative (COTR) has completed an evaluation of the BPA Holder's technical proposal for acceptability, the CO may conduct discussions with the BPA Holder to resolve any outstanding issues. The Contracting Officer/BPA Administrator will not seek additional discounts for the Task Order. Following any required discussions with the BPA Holder, the CO will issue a written Task Order incorporating the BPA Holder's technical and price proposal but only to the extent that it meets the Government requirements. If BPA Holder performance-based input was requested, it may also be incorporated by the CO following any required discussions with the BPA Holder.

(2) Issuance of task orders for which the Contracting Officer (CO) has been provided a definitive Statement of Work by the Contracting Officer's Technical Representative (COTR) may be accomplished as follows:

a. The COTR prepares a definitive Statement of Work (SOW) which includes among other aspects: 1) a specific scope of work; 2) specific task order requirements; 3) deliverables; 4) a Level of Effort by BPA Labor Categories based on an Independent Government Cost Estimate (IGCE); 5) a period of performance with duration not to exceed one year; 6) Location of performance; and, 7) any other pertinent information in sufficient detail for the BPA Holder to understand the requirement.

b. The COTR initiates the forwarding to the CO of the funding, the SOW and the IGCE.

c. The CO determines that the SOW and IGCE meet the terms of the BPA. The CO will not seek additional discounts for the Task Order.

d. The CO will issue a written Task Order incorporating the SOW. Pricing for the task order will be based on the use of labor categories and labor category rates in Appendix C of the BPA. If a Firm Fixed Price task order or incentive based task order is contemplated, it will be sent to the BPA Holder for signature prior to the CO signature. If a Fixed Price (Level of Effort), Labor Hour or Time & Materials type task order is

contemplated, it will be issued unilaterally by the CO on a "not-to-exceed funded amount" basis and may contain a ceiling price and a not-to-exceed funded amount.

(3) The BPA Holder shall commence work within 10 working days after the date the BPA Holder receives a Task Order. The BPA Holder shall be responsive to the requirements of the Security Background Data section of this BPA to assist in the timely start date of BPA Personnel.

(4) The only office authorized to issue Task Orders under this BPA is the U.S. Customs and Border Protection, Office of Procurement.

(18) OVERTIME PREMIUM

Generally, the BPA Holder shall perform the work under individual task orders with its employees not exceeding 40 hours work per week. BPA Holder personnel may occasionally be required to work in excess of forty hours per week. The BPA Holder shall invoice for time worked over forty hours per week at the Attachment C rates without charging an overtime premium. Work hours in excess of forty hours per week must be approved in advance by the COTR.

(19) TRAVEL

The costs for any travel required in the performance of task orders shall be in accordance with Federal Travel Regulations in effect on the date(s) the travel is performed. Any travel that may be required must be approved in writing by the COTR or Task Monitor prior to any such travel. A separate "not to exceed" line item may be included in Task Orders for authorized travel, at the discretion of the Contracting Officer.

CBP will normally not pay local travel charges. This includes local travel for BPA Holder employees to attend meetings, work part-time or full-time within the designated locations of this BPA. Exceptions to this policy must be addressed in individual task orders.

Individual Task Orders may require the BPA Holder to prepare and submit travel plans to the COTR and/or Task Monitor before the trip is conducted. For all travel completed, the BPA Holder shall prepare a trip report for each site.

(20) SECURITY

A. Controls:

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

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

B. Identification Badges:

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

C. Security Background Data:

The COTR may determine that a BPA Holder employee shall not begin working under this BPA until the entire background investigation is completed with approval from CBP. If a BPA Holder 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.

BPA Holder 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 U.S. citizens or have lawful permanent resident status.

The following security-screening requirements apply to both U.S. citizens and lawful permanent residents hired as BPA Holder personnel. All personnel employed by the BPA Holder or responsible to the BPA Holder 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 BPA Holder shall submit within ten (10) working days after award of this BPA or each task order a list of the people contemplated to be working under the BPA or the individual task order containing the full name, social security number, and date of birth of those people who claim to have successfully passed a background investigation by the U.S. Customs and Border Protection, 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,"Questionaire for Public Trust Positions" or SF-86, "Questionnaire for Sensitive Positions (For National Security)" TDF 67-32.5, "U.S. CBP Authorization for Release of Information"; FD-258, "Fingerprint Chart"; and a Financial Statement.

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

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 BPA, 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 BPA. All key personnel replacements must be approved by the CO.

D. Notification of Personnel Changes:

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

The BPA Holder shall notify the OIT Information Systems Security Branch (ISSB), and additional offices as specified in task orders, 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 BPA Holder shall provide the following information to OIT Information Systems Security Branch (ISSB) at Tel. (703) 921-6116 and FAX (703) 921-6570, and other offices as specified in task orders:

Full Name
Social Security Number
Effective Date
Reason for Change

E. Separation Procedures:

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

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

The BPA Holder 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 by task orders issued under this BPA.

All BPA Holder personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the BPA.

(21) DISCLOSURE OF INFORMATION

Any information made available to the BPA Holder by the Government shall be used only for the purpose of carrying out the provisions of this BPA and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the BPA.

During the course of this BPA, the BPA Holder shall not use, disclose, or reproduce data which bears a restrictive legend, other than as required in the performance of this task.

In performance of this BPA, the BPA Holder assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the BPA Holder's responsible employees.

Each officer or employee of the BPA Holder or any of its Subcontractors to whom any Government records may be made available or disclosed shall sign a CBP OIT Support Contractor Employee Certification of Non-Disclosure of Information, Attachment D, that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine up to $10,000 or imprisoned up to ten years, or both. The completed Non-Disclosure form shall be turned-in to the Contracting Officer's Technical Representative for the respective task order.

(22) FEDERAL HOLIDAYS

The following Federal legal holidays are observed under this BPA:

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

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

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the BPA Holder in accordance with the practice as observed by the assigned Government employees at the Task Order location.

(23) PERSONNEL

The BPA Holder shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for their employees' performance or the quality of their services.

Performance of BPA Holder employees will be evaluated based on the quality of the work/deliverables produced, the timeliness of the work, and their overall responsiveness as evaluated by the Task Monitor, Contracting Officer's Technical Representative (COTR) and the Contracting Officer. If the BPA Holder employee's services do not meet the Government's requirements or is deemed marginal or unsatisfactory by the Task Monitor or the COTR, it will not be accepted. The BPA Holder agrees in that circumstance that the Government can request a replacement pursuant to its Quality Assurance function and the Inspection and Acceptance clause of this BPA or the GSA Schedule contract.

Government personnel are not supervisors to BPA Holder personnel and will not perform individual performance appraisals of BPA Holder employees.

KEY BPA PERSONNEL

Key personnel will be specified in individual Task Orders and are considered to be essential to the work being performed thereunder. Prior to changing any of the specified individuals to other programs for whatever reason, the BPA Holder shall notify the Contracting Officer reasonably in advance, preferably more than thirty days, and shall submit a detailed explanation of the

circumstance necessitating the proposed substitutions, a complete resume for each proposed substitute and any other information requested by the Contracting Officer, to permit evaluation of the impact on the program. The Contracting Officer shall evaluate such requests and promptly notify the BPA Holder whether the proposed substitution has been approved or disapproved. No diversion shall be made by the BPA Holder without the written consent of the Contracting Officer: provided, that the Contracting Officer may confirm in writing such diversion and such confirmation shall constitute the consent of the Contracting Officer dictated by this clause. The key personnel identified in the BPA Holder's response to the CBP solicitation for award of the BPA, shall be assigned to the first order(s) awarded under the BPA for the area in which they were proposed. The government reserves the right to modify the list of key personnel during the term on the BPA or for individual Task Order(s) to either add or delete personnel. Key personnel for this BPA and its task orders includes the following positions:

1. Executive Program Manager
2. Site Director
3. Acquisition Project Management Lead
4. Management Lead
5. Integrated Communications Lead
6. Program Integration Lead
7. Business Management Lead
8. Process Improvement Lead
9. Governance Lead

The BPA Holder agrees to assign to the Task Order those persons who are necessary to fill the requirements of the Task Order whose resumes are submitted with its proposal and who are specifically defined as key personnel. No substitutions shall be made except in accordance with this clause.

ALL BPA PERSONNEL

The BPA Holder agrees that during the first six (6) months of the first Task Order, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In the event of any of these occurrences, the BPA Holder shall notify the Contracting Officer promptly and provide the information required below.

After the initial six (6) month period, the Task Monitor shall be notified regarding the substitutions at least fifteen (15) days (thirty (30) days if security clearances are to be obtained)

in advance of the substitutions. The BPA Holder shall also comply with the provisions of Paragraph 15, Security Background Data for notification regarding departing personnel.

All proposed substitutes must have qualifications that are equal to or better than the qualifications of the person being replaced as related to the Task Order work.

(24) GOVERNMENT FURNISHED PROPERTY AND SERVICES

(a) The Government may furnish the BPA Holder property, service, or information in accordance with FAR 52.245-2 or 52.245-5, depending on the type of task order. Government furnished property and/or services will be specified in the Task Order.

(b) Minimum supplies such as desks, chairs, file cabinets, and expendable supplies may be provided to the BPA Holder. Requests for Government Property will be approved by the Contract Administrator, COTR or Task Monitor.

(c) Computer hardware and software used to develop, design, validate, and maintain a supported system may be provided to the BPA Holder. Functional requirements will normally be provided in task orders to the BPA Holder by the Government.

(d) The Government will supply the BPA Holder with the necessary documents to perform tasks in the Task Order. This will include the Systems Development Life Cycle (SDLC) Handbook, the Investment Management Process System Description and system unique information.

(e) All work shall be accomplished using Government Furnished Equipment (GFE), unless otherwise approved by the COTR.

(25) INTELLECTUAL PROPERTY RIGHTS

FAR 52.227-14, Rights in Data – General, set forth the rights of the parties with respect to any data produced under this BPA. FAR 52.227-17, Rights in Data – Special Works, and 52.227.18, Rights in Data – Existing Works, set forth additional rights in specific instances, as applicable regarding prior work products. Per FAR 52.227-14(d)(1), the BPA holder is expressly prohibited from exercising any of the rights listed in subsection (b)(2)(i) and subsection (c) of the clause.

(26) INVOICE

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

To ensure the timely processing of BPA Holder invoices for other than fixed price type task orders, the BPA Holder shall provide the COTR or the Task Monitor, if designated in individual Task Orders, with copies of timesheets at the end of each timesheet period for each person with hours expended in support of individual Task Orders.

Invoices shall contain the following information:

(a) date invoice is issued;
(b) GSA FSS number, BPA number and Task Order numbers;
(c) period of performance and description of work;
(d) BPA labor category and the names of the persons associated with the labor category;
(e) BPA labor category rate (no overtime premium allowed);
(f) straight time labor hours by person (regular/extended time and overtime);
(g) labor category extended pricing for invoice period;
(h) cumulative straight time labor hours by person (regular/extended time and overtime) for Task Order period of performance;
(i) cumulative labor category prices for Task Order period of performance;
(j) labor sub-totals;
(k) travel and per diem for invoice period and cumulative (with trip reports for period);
(l) other direct costs incurred and allowable under the BPA identified by BPA Line Item Number for invoice period and cumulative with receipts or explanation for item if there is no receipt.

Invoices shall include subtotals for all labor categories, travel, and Other Direct Costs by funding type. If more than one location is involved in a Task Order, the invoice shall be broken out by those locations with grand totals by labor, travel and other direct costs. The invoice shall contain the following statement signed and dated by an authorized company representative: "This is to certify that the services set forth herein were performed during the period stated."

The BPA Holder shall invoice the Government monthly for services performed under each Task Order. Invoices shall be for services and other direct costs incurred against the Task Order during the previous month's period of performance. The period of performance shall begin on the first (1st) of the month and end on the last day of that month. Invoices shall be received by the tenth (10th) day of each month and include billable items for the previous month's period of performance.

The original and one (1) copy of the invoice document shall be submitted to the Contracting Officer's Technical Representative at the following address:

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

U.S. Customs and Border Protection
Office of Information and Technology
ATTN: (b) (6) [redacted]
Room 118
7400 Fullerton Road, Suite 105
Springfield, VA 22153-3140

Simultaneously, one copy of the invoice shall be mailed to the Contracting Officer at the following address:

U.S. Customs and Border Protection
ATTN: André S. Aslen, Contracting Officer
Room 119
7400 Fullerton Road, Ste 105
Springfield, VA 22153-3140

(27) REPORTING REQUIREMENTS

The BPA Holder shall be responsible for maintaining and reporting accurate and current technical and financial status of all task orders issued under this BPA. BPA status reports shall be submitted electronically via the CBP electronic mail system by the BPA Holder according to the instructions below. Individual Task Orders may require additional reports. These reports are not separately priced (NSP) for the task orders.

WEEKLY TASK ORDER REPORT

For each task order issued against this BPA, the BPA Holder shall be responsible for providing a Weekly Task Order Report. This report is due weekly to the COTR by close of business on the Friday of the week being reported. This report shall be comprised of the following:

* BPA Number, date of report, and the period covered by the report;

* Identification of any problem areas related to schedule, cost, or technical issues that require elevation to the Task Monitor or higher level. This section should only include areas where the BPA Holder determines that the problem would be more appropriately addressed at the Task Monitor or higher level.

WEEKLY SUMMARY PROGRAM MANAGEMENT REVIEW REPORT

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

For all active task orders issued against this BPA, the BPA Holder shall be responsible for providing a Weekly Summary BPA Program Management Review Report. This report is due weekly to the COTR by close of business on the Friday or the last regular workday of the week being reported. This report shall be comprised of the following:

* BPA Number, date of report, and the period covered by the report;

* Identification of any problem areas related to schedule, cost, or technical issues that require elevation to the COTR level. This section should only include areas where the BPA Holder determines that the problem would be more appropriately addressed at the COTR level. An example, of this type of reporting would be to show any trend analysis across task orders related to schedule, cost or technical issues.

* A spreadsheet of active task orders, including date of issue of the task order, task order number, title of the task order, total dollar value of the task order, total dollars invoiced and total dollars paid.

MONTHLY TASK ORDER STATUS REPORT

For each task order issued against this BPA, the BPA Holder shall submit a monthly status report to the COTR with a copy to the Contracting Officer by the 10th calendar day following the preceding month. This status report shall be comprised of functional accomplishments, issues and unresolved problems. The COTR may specify additional reporting requirements. In general, the report shall include the following, but, may be modified via each Task Order:

* BPA Number, Task Order Number, date of the report, and the period covered by the report;

* Significant changes to the Task Order's method of operation;

* Status of any pending deliverables with expected completion dates;

* Problem areas affecting technical, schedule, or cost elements of the Task Order with background, impact and proposed solutions;

* Results, resolutions to any previously identified problem areas with conclusions and any recommendations;

* Name and telephone number of the preparer of the report;

* Planned accomplishments for the next report period; and,

* Cost incurred to date; cumulative cost to date, estimated cost to complete the task order.

Individual Task Orders may require additional reporting requirements and frequency. Those requirements will be identified in individual Task Orders.

(28) PUBLICIZING AWARDS

Under no circumstances shall the BPA Holder, or anyone acting on behalf of the BPA Holder, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news releases or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The BPA Holder agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(29) TYPE OF SERVICE

The Government and the BPA Holder understand and agree that the services delivered by the BPA Holder to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the BPA Holder. The BPA Holder and its employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

BPA Holder personnel under this BPA shall not:

a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee.

b) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the Government organization.

c) Be used in administration or supervision of Government procurement activities.

The Government will not supervise or direct the BPA employees. Similarly the Government shall not evaluate the BPA Holders employees.

The services to be performed under this BPA do not require the BPA Holder or its employees to exercise personal judgment and discretion on behalf of the Government, but rather, the BPA Holder's employees will act and exercise personal judgment and discretion on behalf of the BPA Holder.

Rules, regulations, directives and requirements which are issued by CBP under their responsibility for good order, administration and security are applicable to all personnel who enter the installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working under this BPA. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees. The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office...
Bureau of Customs and Border Protection
[Phone]
[FAX]
[Other contact information as desired]

(30) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

The provisions of FAR 52.203-6 (JUL 1995), Alternate I (Oct 1995) are applicable to this BPA.

(31) SECTION 508 REQUIREMENT - ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (Treasury - May 2001) (if applicable)

Each Electronic and Information Technology (EIT) product or service furnished under this BPA shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194). If the Contracting Officer determines any furnished product or service is not in compliance with the BPA, the Contracting Officer will promptly inform the BPA Holder in writing. The BPA Holder shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

Cancellation of the contract, task or task order, purchase or line item without termination liabilities; or

In the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby.

For every EIT product or service accepted under this BPA by the Government that does not comply with 36 CFR 1194, the BPA Holder shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

(32) TRANSITION PLAN/PHASE OUT SERVICES

If applicable, transition services from one BPA Holder to another may be required. See Section (37) of this BPA.

(33) POST AWARD EVALUATION OF BPA HOLDER PERFORMANCE

a. BPA Holder Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on Task Orders under this BPA in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work under each task order. In addition to the final evaluation, an interim evaluation of overall BPA performance will be prepared annually to coincide with the anniversary date of the BPA.

Interim and final evaluations will be provided to the BPA Holder as soon as practicable after

completion of the evaluation. The BPA Holder will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

(34) REQUIRED CENTRAL CONTRACTOR REGISTRATION

CBP has adopted the Department of Defense's Central Contractor Registration (CCR) database as its database for contractor information.

If not already registered, the BPA Holder agrees to register in the CCR database within 15 calendar days of the date of this BPA.

During performance and through final payment under the BPA, the BPA Holder further agrees that (a) it will remain registered in the CCR database and (b) it will maintain its vendor record in the CCR with current, complete and accurate data.

The BPA Holder agrees that, after registering in the CCR database, it shall provide notification of its registration to the Contracting Officer along with its DUNS number or, if applicable, its DUNS+4 number.

Lack of registration in the CCR database will make the BPA Holder ineligible to receive payments under the BPA and may make the BPA Holder ineligible for BPA renewal.

(35) INSURANCE REQUIREMENTS

For work on a Government installation, the BPA Holder shall maintain insurance of the following kinds and minimum amounts during the entire period of performance under this BPA:

(a) Worker's compensation and employer's liability. The BPA Holder shall, as a minimum, meet the requirements specified at FAR *28.307-2(a)*.

(b) General liability. The BPA Holder shall, as a minimum, meet the requirements specified at FAR 28.307-2(b) .

(c) Automobile liability. The BPA Holder shall, as a minimum, meet the requirements

specified at FAR 28.307-2(c).

(36) ORGANIZATIONAL CONFLICT OF INTEREST and LIMITATION OF FUTURE CONTRACTING

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting are that the BPA Holder assists the Government in preparing OIT statements of work, evaluating offers, preparing negotiation positions and monitoring performance of the awardees for eCP/IBM and other OIT supporting contracts. The Government must have complete faith that the BPA Holder supports the Government interest only. To avoid any conflict of interest, or the appearance thereof, or any allegation thereof, the BPA Holder is precluded from competing for any CBP OIT contractual awards, or becoming a subcontractor (at any level) to any awardee of CBP OIT contractual awards, for the duration of this BPA and the duration of task orders issued consequent to this BPA.

See Attachment E for the Homeland Security Acquisition Regulation (HSAR) clauses for Organizational Conflict of Interest and Limitation of Future Contracting.

(37) ADDITIONAL FAR CLAUSES

The following Federal Acquisition Regulation (FAR) clauses are incorporated into this BPA:

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 60 days of the end of the BPA.

(End of clause)

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

52.237-3 Continuity of Services (by reference)

Blanket Purchase Agreement (BPA)
U.S. Customs and Border Protection (CBP)
Office of Information and Technology (OIT)
Program Management Support

INDEX

(1) Authority
(2) Description of Agreement
(3) Customer Organization
(4) General Requirement – BPA Statement of Work
(5) Labor Categories
(6) Hours of Operation
(7) Prevailing Terms and Conditions
(8) GSA Pricing
(9) Term of Performance and Pricing Procedure
(10) Extent of Obligation/Volume/Purchase Limitation
(11) Possible Government Use of Performance Incentives in Task Orders
(12) Contracting Officer/BPA Administrator
(13) Contracting Officer's Authority
(14) Representative of the Contracting Officer
(15) Location
(16) Training
(17) Task Orders
(18) Overtime Premium
(19) Travel
(20) Security
(21) Disclosure of Information
(22) Federal Holidays
(23) Personnel
(24) Government Furnished Property and Services
(25) Intellectual Property Rights
(26) Invoice
(27) Reporting Requirements
(28) Publicizing Awards
(29) Type of Service
(30) Restrictions on Subcontractor Sales to the Government
(31) Section 508 Requirement - Accessibility of Electronic and Information Technology
(32) Transition Plan/Phase Out Services
(33) Post Award Evaluation of BPA Holder Performance
(34) Required Central Contractor Registration
(35) Insurance Requirements
(36) Organizational Conflict of Interest and Limitation of Future Contracting
(37) Additional FAR Clauses