

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 2/26/2010	4. REQUISITION/PURCHASE REQ. NO. 0020054211	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 Procurement Directorate - NP 1310 Indianapolis IN 46278		7. ADMINISTERED BY (If other than Item 6) CODE DHS - Customs & Border Protection CBP, Procurement Directorate Intech Two, Suite 100 Procurement Directorate - NP 1310 Indianapolis IN 46278		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) INFOPRO INC 8200 GREENSBORO DR (SUITE 1450) MCLEAN VA 22102-3892 CODE 601711534 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1010F00089	
			10B. DATED (SEE ITEM 13)	02/18/2010
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification number P00001 to order number HSBP1010F00089 is issued to incorporate the following:

1. Replace page 4 of the Statement of Work (SOW) to change item 2 Objective, first sentence from "the objective of this solicitation is" to "The objective of this Statement of Work (SOW) is". Remove and Replace page 4 with the attached page 4.
2. Remove and replace page 33 of the SOW to remove the language at 14.1(a) from "Invoices shall be submitted for all costs incurred during the reporting period every two weeks " to " Invoices shall be submitted for all cost incurred during the reporting period no more than every two weeks." Remove page 33 and replace with the revised page 33 attached.
3. Remove and replace page 34 of the Statement of Work (SOW) to change Item 14.1 (b) (3) to remove the language "Invoices

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRUCE D. WOOD Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. DATE SIGNED (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED 2/26/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	PAGE OF	PAGES
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
shall be submitted every two weeks in arrears of services performed." to "Invoices shall be submitted no more than every two weeks in arrears of service performed". Remove page 34 and replace with Page 34 attached.

4. Correct Contract number in block 2 from CM13015CT0001 to CM13015CT0007.

All other terms and conditions remain the same.

1 BACKGROUND AND INTRODUCTION

The Bureau of Customs and Border Protection (CBP) is a component of the Department of Homeland Security (DHS). The priority mission of CBP is to prevent terrorists and terrorist weapons from entering the United States. This important mission calls for improved security at America's borders and ports of entry as well as for extending the zone of security beyond physical borders - so that American borders are the last line of defense, not the first. CBP also is responsible for apprehending individuals attempting to enter the United States illegally, stemming the flow of illegal drugs and other contraband; protecting our agricultural and economic interests from harmful pests and diseases; protecting American businesses from theft of their intellectual property; and regulating and facilitating international trade, collecting import duties, and enforcing U.S. trade laws.

The Office of Information and Technology (OIT) is the information technology component of CBP. OIT'S Border Enforcement and Management Systems Program Office (BEMS) is responsible for supporting business processes with the design, development, testing, implementation, training and maintenance of CBP automated systems. BEMS is responsible for the full system development life cycle from planning through deployment of all Border Enforcement, Mission Support and Web-Based Application dissemination and administrative software application systems to include development, enhancements, and maintenance of all mission related systems.

2 OBJECTIVE

The objective of this Statement of work is to establish operational maintenance and systems development support services for BEMS. Operations and maintenance (O&M) is the configuration of COTS software and/or coding of custom software to correct, performance tune and/or make minor modifications to existing systems in support of the original functional requirements. Maintenance may require new development as a consequence of changes in business processes or other applications, but the new development will continue to fulfill the requirements of the system as originally defined. Operations and maintenance activities also cover the general support of existing systems in the production environment – e.g., review of system sizing based on current usage, update of code/tables in response to organization/business process changes.

Systems Development is the configuration of COTS software and/or coding of custom software in support of requirements for new systems or major enhancements of existing systems. The Contractor shall provide services as described in this Statement of Work.

CBP is fully committed to improving mission and program performance supporting enforcement and management service delivery. BEMS' specific mission is to support mission systems, border systems and information dissemination across the full system lifecycle.

The Contractor shall participate in Integrated Baseline Reviews (IBR) when deemed appropriate by the COTR. Such reviews shall be scheduled as early as practicable and should be conducted within 90 calendar days after (1) task order award, (2) the exercise of significant task order options, or (3) the incorporation of major modifications. The objective of the IBR is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks. Each scheduled IBR shall be incorporated into the project schedules.

13.1 BI-WEEKLY STATUS MEETINGS

At an agreed upon date established by the Contractor and COTR, bi-weekly status meetings will be held by the COTR to discuss status of projects, issues, and problem areas related to the projects. The Contractor shall document the results of this meeting and submit this documentation along with the monthly invoice.

13.2 STATUS BRIEFINGS

As required by the COTR, the Contractor shall attend meetings with the COTR and/or other BEMS project participants and review work accomplished, work in progress, plans for future work, and issues pertinent to the performance of work tasks that require BEMS attention. The Contractor shall develop as necessary, written recommendations for future project management/information systems, oral presentations and/or executive briefings to be scheduled. Proposed changes to the project plan shall be discussed with and approved by the COTR.

14 INVOICES

14.1 INVOICE REQUIREMENTS

(a) Period of Invoice

- Invoices shall be submitted for all costs incurred during the reporting period- no more than every two (2) weeks. Invoices shall separately identify costs for each task, order, or modification. Invoices shall include copies of all Contractor time sheets. Invoices for work performed by sub-contractors and for any other direct costs such as travel must include copies of receipts and or invoices paid as substantiating data. There shall be a lapse of no more than sixty (60) days between time of the performance and submission of an invoice.
- Invoices for the cost of any subcontractor shall be submitted separately, if there is any delayed billing for the hours worked by the subcontractor. Invoices for subcontractor hours shall reflect the actual dates the

subcontractors performed their work and shall not be consolidated into the Contractor's invoices with differing periods of performance.

(b) **Invoice Submission Method**

Invoices shall be submitted to the COTR, Contract Administrator and Accounts Payable either via mail or electronically.

For hard copy submissions to Accounts Payable use the following address.

- (1) U.S. Customs and Border Protection
Accounts Payable Invoice Team
P.O. Box 68908
Indianapolis, IN 46268

The Accounts Payable Team *does not need copies of the time sheets*. If available, time sheets should be submitted electronically. If only available in hardcopy, the time sheets must arrive no later than the receipt of the invoice.

- (2) A copy of the invoice shall also be submitted to the COTR and to the Contract Administrator, either in hard copy or electronically by email.

Contractor Time sheets must be submitted with the invoice that is presented to the COTR and Contract Administrator. Contractor submitted time sheets are subject to COTR written approval. All time sheets presented for COTR approval shall be services within the scope of this task order.

Invoices will be rejected if not supported by Contractor time sheets and any other supporting/substantiating data such as, but not limited to, sub-contractor invoices or travel receipts.

- (3) Invoices shall be submitted no more than every two weeks in arrears of services performed.

(c) **Invoice Detail**

Pursuant to the GSA Contract Terms, Invoices shall contain the following:

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the contract number, task order number and applicable line item numbers.

Invoices for cost type task orders also shall contain the following:

1. All direct labor charge substantiated by hours and dollars incurred by labor category.
2. All other direct cost (if any) substantiated at the same level as originally proposed.