

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 1 3

2. AMENDMENT/MODIFICATION NO. 3. EFF. DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00003 08/01/2006 0020020935

6. ISSUED BY CODE 7014 7. ADMINISTERED BY (If other than Item 6) CODE
 Department of Homeland Security Dept of Homeland Security
 Customs & Border Protection Customs & Border Protection
 1300 Pennsylvania Ave NW Office of Procurement - NP 1310
 NP 1310 1300 Pennsylvania Ave. NW
 Washington DC 20229 Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) 9A. AMENDMENT OF SOLICITATION NO.
 ROBBINS GIOIA INC
 11 CANAL CENTER PL
 SUITE 200
 ALEXANDRIA VA 22314-1595 X
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 / HSBP1006J11194
 CODE 061783460 FACILITY CODE 10B. DATED (SEE ITEM 13) 08/17/2006

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 such 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)
 De-obligation from Item #00010 and #00020 see page 2. See the attached Accounting and Appropriation Information for the revised Item #00010 and #00020 amounts.
 DUNS: 061783460

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

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.
 X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not 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.)
 This modification #P00003 to task order #HSBP1006J11194 is issued to: 1) adjust the support required due to budgetary constraints; 2) de-obligate funding as a result of the adjustment in the support; 3) adjust the performance incentive pools; 4) revise the statement of work (SOW) to identify revisions to the performance incentives and monthly maximum invoice amounts; and, 6) provide guidance in regard to policy issuances. This is a bilateral modification to the task order.

1) The government has a budgetary requirement that is resulting in a reduction in the amount of support for the performance of the SOW in the basic task order.

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

15A. NAME AND TITLE OF BUYER (Type or print)
 (b) (4); (b) (6)
 Director of Contract Management Services
 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Andre S. Azien
 Contracting Officer
 15C. DATE SIGNED
 9/6/06
 15D. DATE SIGNED
 9/7/2006

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFF. DATE 08/01/2006	4. REQUISITION/PURCHASE REQ. NO. 0020020935	PAGE OF 2	PAGES 3

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

The total value of this task order, if all performance incentive funding was awarded and reimbursable funding in the amount of (b) (4) is expended, is hereby revised to (b) (4) as contained in the Robbins-Gioia proposal #RG-P-06-130 Rev 1 submitted July 7, 2006. This represents a decrease of (b) (4) from the (b) (4) specified in modification #P00002 of this task order.

2) (b) (4) is hereby de-obligated from line item #00010 to reduce the line item from (b) (4) to a new amount of (b) (4). (b) (4) is hereby de-obligated from line item #00020 to reduce the line item from (b) (4) to a new amount of (b) (4). This represents a total de-obligation in the amount of (b) (4) from the (b) (4) specified in modification #P00002 of this task order to a new potential total value of this task order in the amount of (b) (4), as noted above. The revised funding for the task order is identified in the attached Accounting and Appropriation Information.

3) The Performance Incentive pools for the task order value are revised for the remaining quarters from August 1, 2006 through April 30, 2007 based on the revised Robbins-Gioia proposal #RG-P-06-130 Rev 1 submitted July 7, 2006 such that:

a. The Monthly Performance Incentive for Performance Measures 1 - 3, per procedures in the SOW, is to be invoiced as approved by the government Performance Incentive Determining official in a monthly amount not to exceed the amount specified for the applicable month in the attached "Appendix G: Schedule of Invoice Amounts" from a total task order pool amount of (b) (4) of which (b) (4) has been awarded in modification #P00002.

b) The Quarterly Performance Incentive for Performance Measure 4, per procedures in the SOW, is to be invoiced as approved by the government Performance Incentive Determining official in a quarterly amount not to exceed the amount specified for the applicable quarter in the attached "Appendix G: Schedule of Invoice Amounts" from a total task order pool amount of (b) (4) of which (b) (4) has been awarded in modification #P00002.

4) The monthly maximum invoice amounts are as specified in the attached "Appendix G: Schedule of Invoice Amounts" hereby incorporated into the task order SOW. The amount awarded by the Performance Incentive Determining Official will be definitized by the Contracting Officer on a quarterly basis for the quarters as defined in the attached Appendix G. Paragraph 11.0 of the SOW is hereby replaced in its entirety with the attached paragraph 11 revision. Appendix E is hereby replaced in its entirety with the attached Appendix E revision. The paragraph 9.0 Key Personnel matrix is replaced with the attached matrix.

5) The following guidance is provided for this task order in view of recent

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. P00003	3. EFF. DATE 08/01/2006	4. REQUISITION/PURCHASE REQ. NO. 0020020935	PAGE 3	OF PAGES 3
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14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
changes in organization structure in the Office of Information of Technology and changes in the various locations for support: The Contractor shall adhere to policy issuances by the supported CBP program offices.

All other terms and conditions of the task order remain unchanged.

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0901703000Z00006165HQ01 IS6012525 **Amount** (b) (4)

Item: 00020 6100.2525USCSGLCS0901703000Z00005165HQ01 IT6012525 **Amount** (b) (4)

KEY PERSONNEL Matrix from SOW paragraph 9.0 is revised as follows:

The Contractor shall assign to this task order the following key personnel for the duration of the task order except as specifically noted:

Title	Name of Personnel
(b) (4)	(b) (4); (b) (6)

11.0 CONTRACT TYPE AND PERFORMANCE MEASURES

This SOW is for a fixed-price, performance-based task order with the following performance measures applicable during the period of performance.

11.1 Contractor Performance Measures

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

For Performance Measures 1, 2 and 3, 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 in a Monthly Performance Incentive amount not to exceed the amount indicated in Appendix G for the applicable month.

Performance Measures 4 shall be measured on a quarterly basis. The percent earned at the end of the quarter will be applied to the fixed quality performance amount on a quarterly basis. The resulting Quarterly Performance Incentive amount to be invoiced shall not exceed the amount indicated in Appendix G for the applicable quarter.

For the period of this task order, the attached quality survey and performance measure will be used.

The Contractor's monthly fixed base value shall be as shown in Appendix G.

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

11.1.1 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 and statused using the Integrated Master Schedule (IMS). 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.

11.1.2 Performance Measure 2: Knowledge Base Retention

The Contractor shall track and status its retention of staff identified in Section 10, Key Personnel. Retention shall be measured monthly, with the award of an earned unit, as shown below, 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:

Period	Earned Unit per Key Personnel
Through 7/31/2006	1.0
August & September 2006	1.28
After 10/1/2006	1.5

11.1.3 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 85% 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%

11.1.4 Performance Measure 4: Performance Quality

Performance Measure 4 focuses on the quality of program support delivered to the Modernization Program and OIT organization. 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 Contracting Officer. 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:

Qualitative Rating	Rating	Performance Incentive
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%

Quarter	1	2	3	4
Incentive	(b) (4)	See Appendix G	See Appendix G	See Appendix G

**Task Order #HSBP1006J11194
Modification #P00003**

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 after each quarterly review.

Note: Monthly billing: See Appendix G for maximum invoice amounts by month.

Appendix E: Contractor Performance Summary

Performance Measure	Weight	Performance Goal	Performance Factor	Actual Performance	Earned Units (EU)	Weighted Earned Units (EU * Weight)
1. On-Time Deliverables	25%	94%	1% = 2EU			
2. Knowledge Base Retention	15%	Scale	1 Key Personnel = See SOW 11.1.2 for EU values			
3. Average Staff Retention	5%	85%	1% = 1EU with max of +/- 5EU			
Total Weighted Earned Units (Wtd EU)						
Monthly Baseline Value (MBV)						
Monthly Performance Value $[(1 + (\text{Wtd EU}/100)) * \text{MBV}]$						
Monthly Performance Incentive to be invoiced (Monthly Performance Value - Monthly Baseline Value) Not to exceed (amount from Appendix G) for month of (insert month, year).						
Quarterly Performance Incentive to be invoiced Not to exceed (amount from Appendix G) for quarter ending (insert date).						
Total Invoice Amount (Monthly Baseline Value + Monthly Performance Incentive + Quarterly Performance Incentive (if end of quarter))						
Previously Billed Performance Value						
Cumulative Performance Value						
Cumulative Quarterly Performance Incentive						
Cumulative Billing (Cumulative Performance Value + Cumulative Quarterly Performance Incentive)						

Certified Correct:

Approved:

Date:

Date:

Site Director
Robbins-Gioia, LLC

Performance Incentive
Determining Official
U.S. Customs and Border Protection
Modernization Program

Distribution:

Original: Contracting Officer (with Monthly Performance Summary)

Copies: Performance Incentive Determining Official
Contracting Officer's Technical Representative
Robbins-Gioia

Appendix G: Schedule of Invoice Amounts

Month	Fixed Base	Max Monthly Incentive	Max Quarterly Incentive	Max Invoice
May 2006	(b)	(4)	(4)	(4)
June 2006				
July 2006				
Totals-Quarter 1				
August 2006	(b)	(4)	(4)	(4)
September 2006				
October 2006				
Totals-Quarter 2				
November 2006	(b)	(4)	(4)	(4)
December 2006				
January 2007				
Totals-Quarter 3				
February 2007	(b)	(4)	(4)	(4)
March 2007				
April 2007				
Totals-Quarter 4				
Travel (NTE) (reimbursable)				(b) (4)
Order Total	(b) (4)	(b) (4)	(b) (4)	(b) (4)

Note: Max Invoice total is **(b) (4)** less than proposal value due to rounding differences. **(b) (4)** additional may be invoiced in the April 2007 invoice for a max invoice amount of **(b) (4)**.