

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER	PAGE OF 1 8
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2. CONTRACT NO. HSHQPA-05-A-00030	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER RFQ # HSHQPB-05-Q-00005	6. SOLICITATION ISSUE DATE 04/22/2005
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Larna Palmer	b. TELEPHONE NUMBER (No collect calls) 202-254-6109	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541330 SIZE STANDARD: \$4.0	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS As Indicated On Ea
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13. DELIVER TO As Indicated On Each Call	CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	15. ADMINISTERED BY Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS
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17a. CONTRACTOR/ OFFEROR SRS TECHNOLOGIES 1800 QUAIL ST 101 NEWPORT BEACH CA 926602301	CODE 065183039000	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHED FOR GENERAL SERVICES ADMINISTRATION (GSA) PROFESSIONAL ENGINEERING SERVICES BLANKET PURCHASE AGREEMENT. REFERENCE GSA SCHEDULE: GS-23F-0083K. REFERENCE BLOCK 3-AWARD/EFFECTIVE DATE: SEE BLOCK 31c. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. <u>SRSWG05-121</u> OFFER DATED <u>05/13/2005</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>All</u>
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or Print) MICHAEL J. BLAIR / DIRECTOR	30c. DATE SIGNED 7/15/05	31b. NAME OF CONTRACTING OFFICER (Type or Print) Larna I. Palmer	31c. DATE SIGNED 7/15/05
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Department of Homeland Security
Blanket Purchase Agreement Number - HSHQPA-05-A-00030
GSA Contract Number - GS-23F-0083K/SRS Technologies
Professional Engineering Services - FSC 871

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1.0 SCOPE

Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-23F-0083K, SRS Technologies agrees to terms listed in this Blanket Purchase Agreement (BPA) with the Department of Homeland Security (DHS), Office of Procurement Operations (OPO) for Professional Engineering Services (PES) under the Federal Supply Class (FSC) 871.

2.0 BPA SPECIFIC INFORMATION

References incorporated into this BPA:

- (a) RFQ HSHQPB-05-Q-00005, posted on 21 Apr 05.
- (b) RFQ HSHQPB-05-Q-00005, Amendment 000001, posted on 28 Apr 05.
- (c) SRS Technologies Response Quote SRSWG05-121, dated 13 May 05.
- (d) GSA PES FSS number GS-23F-0083K (effective 19 Nov 03).
- (e) DHS email to SRS Technologies, dated 31 May 05.

All task orders (TOs) placed against this BPA are subject to the terms and conditions of the FSS contract cited herein. In the event of any inconsistencies between the provisions of this BPA and the FSS contract, the provisions of the contract will take precedence. However, more stringent requirements of the BPA like in restrictions, organizational conflict of interest, and delivery represent added values rather than inconsistencies.

Specific deliverables and required formats for each requirement will be delineated in individual orders issued under this BPA. Inspection and acceptance of all work performed by the Contractor shall be by the Contracting Officer's designated representative.

The Government is obligated only to the extent of authorized services/purchases by TOs issued under the BPA.

The Government estimates, but does not guarantee, that the volume of purchases throughout the BPA is \$75 million. If the actual amount is less than the estimate, the Government will not be liable for any difference.

Pricing will be considered as that which was quoted as above, or otherwise negotiated prior to the issuance of each respective TO. The Government will also accept the current GSA Schedule price approved by the Contractor's FSS less any BPA discounts, spot discounts, and promotional discounts. These discounts do not preclude the Contractor from offering, or the Government from, asking for further price reductions in accordance with commercial practices, market forces, and volume buying at the time of placing

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orders. The Contractor can voluntarily reduce prices at any time by giving notice (by e-mail) to the Contracting Officer.

It is the responsibility of the Contractor to notify the Contracting Officer of GSA Schedule price changes affecting rates and services listed or incorporated by reference in the BPA and/or TO. Discounts shall be in terms of a flat percentage discount to be applied against the GSA Schedule price for the product or service. For TOs issued under this BPA, the price paid shall be the GSA Schedule price in effect at the time the TO is issued less applicable discounts under this BPA and inclusive of other discounts offered as specified above.

3.0 RESTRICTIONS

The Contractor shall be restricted from performing any other work in the Domestic Nuclear Detection Office (DNDO), including Science and Engineering Technical Administrative (SETA) services, radiation detector and associated equipment, models or prototypes other than those described in the System Design, Engineering and Integration section of the Performance Work Statement.

4.0 ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor shall identify any Organizational Conflicts of Interest (OCIs) or the potential for any Conflicts of Interest that can reasonably be foreseen. An OCI is described as follows by Federal Acquisition Regulation (FAR) 9.502(c):

An organizational conflict of interest may result when factors create an actual or potential conflict of interest in the BPA or TO, or when the nature of the work to be performed creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the Contractor may be required.

To the extent that a real or potential OCI is identified, the Contractor shall indicate how the conflict can be mitigated. Pursuant to FAR Subpart 9.504 "Contracting Officer responsibilities," paragraph (e), the Contracting Officer cannot make award of a BPA TO for which a conflict of interest is determined to exist or which cannot be avoided or mitigated.

If a conflict of interest is determined to exist, then the Contracting Officer shall notify the Contractor, provide the reasons thereto, and allow the Contractor a reasonable opportunity to respond. If the Contracting Officer finds that it is in the best interest of the United States to award the BPA TO notwithstanding any conflict of interest, a request for waiver shall be submitted by the Contracting Officer in accordance with FAR Subpart 9.503.

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In the interest of preventing OCIs, the use of subcontractors in the performance of any TO under this BPA requires prior approval by the Contracting Officer or designated Government Technical Representative (GTR).

5.0 BPA TERM

The term of the BPA is five (5) years from the date and month (and year 2005) the Contracting Officer signs on the BPA cover page, block 31c.

6.0 PERFORMANCE WORK STATEMENT

Reference the Performance Work Statement (PWS) in Attachment 1 to this BPA.

7.0 PRICING/RATES

As referenced in paragraph 2.0 (d) above, this BPA incorporates by reference, the Contractor's GSA PES FSS.

However, for user ease of access, Attachment 2 to this BPA depicts the Pricing Schedule rates through 27 Jan 2010 as that included by reference in paragraph 2.0 (d) above.

8.0 SECURITY

1) Reference Attachment 3, DD Form 254, Contract Security Classification Specification for the security requirements for the BPA.

2) FAR 52.204-2 (Security Requirements (Aug 96) is hereby incorporated:

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with --

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an

equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

9.0 FUNDING

This BPA does not obligate any funds. Funds will be obligated on individual TOs against this BPA. The Government is obligated only to the extent of authorized purchases actually made under the BPA.

10.0 TASK ORDER SPECIFIC INFORMATION

The following ordering procedures apply to all BPA TOs:

- Services will be ordered by a Contracting Officer via written TOs.
- TOs are subject to the terms and conditions of the Contractor's GSA/FSS Contract number.
- TOs shall only be issued from the date of the BPA award through its expiration.
- All costs associated with preparation and/or discussion of the Contractor's TO quotations will be at the Contractor's expense and are not directly billable to the Government.
- No work will be performed and no payment will be made except as authorized by a written TO.
- A TO will be considered issued when the Government transmits the bilaterally signed TO to the Contractor.

Each individual Request for Quote (RFQ) which is expected to lead to the issuance of a TO, will specify the method and instructions for submitting either an oral presentation and/or a written quotation. Additionally, as a minimum, each such RFQ will include:

- BPA number
- Description of the services to be performed
- Specific reporting requirements, e.g. Key Personnel
- Desired delivery schedule
- Place of performance/delivery
- Security requirements
- Request for a Firm Fixed Price (FFP) to complete the requirements or a ceiling price for those tasks to be performed on not-to-exceed pricing - time and materials or labor-hour basis
- Response due date

11.0 TASK ORDER ACKNOWLEDGEMENT

The Contractor will acknowledge signed receipt of each TO within two (2) working days after receipt, to the Contracting Officer.

12.0 PAYMENT AND INVOICE INFORMATION

Payment shall be made for services accepted by the Government delivered to the destinations set forth in the TO. The Government will make payment in accordance with the Prompt Payment Act (31 V.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. The Government will make payment in accordance with the clause FAR 52.232-33, Payment By Electronic Funds Transfer - Central Contractor Registration (May 1999).

An EFT/ACH Vendor Payment Enrollment Form must be completed and submitted by the Contractor to the Contracting Officer. The payment office will be cited in each BPA TO.

All invoices shall contain the following information at a minimum:

- Name & Address of Contractor/Signature and Name of point of contact/
- Date and invoice number
- BPA number
- GSA FSS number
- Number and date of BPA TO
- Labor categories utilized (actual categories required only for pricing arrangements other than FFP)
- TO Line Item Number (TOLIN), if applicable
- Quantity, unit price, and extension of each TOLIN
- Performance period
- Interim payment period, payment for partial delivery, if applicable
- Prompt payment discounts

Invoices can be submitted on a monthly basis. The Contractor can comply with the requirements of a proper invoice as specified in the GSA FSS contract.

13.0 KEY PERSONNEL AND SUBCONTRACTORS

For each TO, the Contractor will identify key personnel who will work full time and exclusively on each TO, and may not substitute with other personnel regardless of qualification, unless prior approval is provided by the Contracting Officer as recommended by the GTR. Key personnel must possess the necessary skills, knowledge, clearances, training, and experience to perform the essential duties of their jobs throughout the period of the BPA.

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For each TO, the Contractor shall identify all subcontractor(s) and consultant(s) which the Contractor plans to assign to the TO. The Contractor shall obtain Contracting Officer approval prior to making the final selection of the subcontractor(s) or consultant(s) or prior to making a substitution once the TO is issued.

14.0 SURVEILLANCE AND ACCEPTANCE OF SERVICES

The Contracting Officer's delegated GTR shall perform surveillance over the Contractor's performance ensuring that efficient methods for performance and effective cost controls are being used, and shall accordingly accept or reject work and associated deliverables.

15.0 AUTHORIZED BPA USERS

Only authorized DHS/DNDO personnel will be users of the BPA.

ATTACHMENT 1 - PERFORMANCE WORK STATEMENT

- 1.0. Background and Scope
 - 1.1. Background
 - 1.2. Scope
- 2.0. Requirements
 - 2.1. Strategic Planning for Technology Program and Activities
 - 2.2. Concept Development and Requirements Analysis
 - 2.3. System Design, Engineering and Integration
 - 2.4. Test and Evaluation
 - 2.5. Integrated Logistics Support (ILS)
 - 2.6. Acquisition and Lifecycle Management
 - 2.7. Management
 - 2.7.1. Tracking By Work Breakdown Structure (WBS)
 - 2.7.2. Integrated Master Plan and Schedules
 - 2.7.3. Earned Value Management (EVM)
 - 2.7.4. Facilities
 - 2.7.5. Central Data Repository
 - 2.7.6. Information Release
 - 2.7.7. Organizational and Consultant Conflicts of Interest
 - 2.7.8. Security and Classified Material
 - 2.7.9. Government Furnished Information and Property (GFI/P)
 - 2.7.10. Contractor Workforce and Training
 - 2.8. Contract Data Requirements
 - 2.8.1. Mandatory Data Requirements
 - 2.8.2. Optional Data Requirements

ATTACHMENT 1 - PERFORMANCE WORK STATEMENT

1.0. Background and Scope

1.1. Background

The Domestic Nuclear Detection Office (DNDO), established within the Department of Homeland Security (DHS), is chartered to develop, acquire and support the deployment and improvement of a domestic system to detect and report attempts to import, assemble, or transport a nuclear explosive device, fissile material or radiological material intended for illicit use. Because no single agency has the resources to carry out this initiative, the DNDO is jointly staffed with representatives from DHS, the Department of Energy (DOE), the Department of Defense (DoD), and the Federal Bureau of Investigation (FBI), with coordination between the Department of Justice (DOJ), the Department of State (DOS), the Intelligence Community (IC), and other departments as needed.

This professional engineering services Blanket Purchase Agreement (BPA) with task orders issued under it, will ensure that effective, focused, coordinated systems engineering is provided for efforts conducted within DNDO. The five (5) year BPA has an estimated price ceiling of \$75 million, although there is no obligation by the Government to issue task orders. DNDO anticipates estimated expenditures of about \$10 million per each year, and intends to provide an initial increment of funds from DHS FY 05 funding of approximately \$3 million.

1.2. Scope

The scope of the BPA requires that Systems Engineering support be provided to the following offices within DNDO: the Office of Systems Engineering, the Office of Systems Development and Acquisition, the Office of Assessments, Office of Transformational Research and Development and the Office of Operations Support. The BPA contractor shall assist DNDO in developing, describing, fielding, and implementing systems engineering and management processes for DNDO functions and deliverable systems. The System Engineering contractor selected shall not provide radiation detector and associated equipment under this contract other than the models or prototypes described in the System Design, Engineering and Integration section of the Performance Work Statement (PWS) below.

The Systems Engineering contractor, referred to herein as the contractor, will also interact with National Laboratories, Science Engineering Technical and Administrative (SETA) contractors, Hardware and Software System Providers (vendors), and our user community (to include Customs and Border Protection, the Transportation Security Administration, the United States Coast Guard, the Department of Transportation, and Federal, State and Local Operating Agencies). The contractor will also provide systems engineering support with regard to the planning and execution of tests at the Radiological and Nuclear Countermeasures Test and Evaluation Complex (RNCTEC) and the operational Countermeasures Test Bed (CMTB).

The scope of this effort includes all necessary planning, management and execution of required systems engineering tasks as described below.

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2.0. Requirements

The areas to be supported for the duration of the BPA are set forth in this PWS. These areas are not meant to be entirely definitive, but rather represent in summary form the general areas to be supported by the contractor. The contractor shall provide Professional Engineering Services (PES) services under the GSA Schedule for Special Item Number (SIN) 871 upon acceptance of each task order.

The contractor shall support the following offices within DNDO: the Office of Systems Engineering, the Office of Systems Development and Acquisition, the Office of Assessments, Office of Transformational Research and Development and the Office of Operations Support. The contractor shall assist DNDO in developing, describing, fielding, and implementing systems engineering and management processes for DNDO functions and deliverable systems.

2.1. Strategic Planning for Technology Program and Activities

The contractor shall provide services involving the definition and interpretation of high-level organizational engineering performance requirements for domestic nuclear detection and global communication and coordination systems, projects, missions, etc., and the objectives and approaches to their achievement.

Typical tasks include, but are not limited to, an analysis of missions, program goals and objectives, concepts of operation, requirements analyses, technical performance measurements and metrics, measures of effectiveness, open systems architecture requirements, organizational performance assessment, and other special studies and analyses.

2.2. Concept Development and Requirements Analysis

The contractor shall provide services involving abstract or concept studies and analysis, requirements analysis and definition, preliminary planning, and the evaluation of alternative technical approaches and associated costs for the development of a particular system, project, mission or activity.

Typical associated tasks include, but are not limited to, requirements analysis; algorithm review, development, assessment, and improvement; software assessment and review; cost-performance trade-off analysis; feasibility analysis; regulatory compliance support; technology conceptual designs; off-site data analysis requirements; training and reachback; and developing criteria and assisting in the evaluation and selection from a range of viable options; performing the system definition study to develop the conceptual design; developing detailed functional and performance requirements and interface requirements to be included in a competitive procurement package; analyzing the detailed system concepts proposed under a competitive procurement; conducting market research; and analyzing the cost of building and maintaining the system.

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2.3. System Design, Engineering and Integration

The contractor shall provide services involving the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications); perform risk identification, analysis-mitigation; traceability, and integration of various components to produce a working prototype or model.

Typical tasks that might be required prior to solicitation for a major systems acquisition include, but are not limited to, program, project, and system requirements development and associated traceability tables; standards; interface specifications and requirements; design constraints; integration requirements; studies requiring computer-aided design (CAD); design studies and analysis; specification preparation; configuration management and document control; model or prototype related fabrication; assembly and simulation; critical item testing; modeling; design studies and analysis.

Typical tasks that might be required subsequent to the award of a contract for a major systems acquisition, include but are not limited to, review preliminary and detailed design packages for a system, subsystem, or assembly; algorithm review, development, assessment, and improvement; algorithm evaluation and modeling for detection, identification, decision support and system control; software assessment and review; hardware and software life cycle management; system testing; risk assessment for performance, development, production, and fielding schedule and cost; review models and simulations associated with optimal detection system and array sizing or assess the impact of moving parts; phased improvement planning and spiral development and design improvements concept definition (including, but not limited to, obsolescence, reuse and rework); hardware design analysis; printed circuit board design and producibility analysis; value engineering for product improvement; problem analysis and support; failure analysis and support; proposed change evaluation (including, but not limited to, evaluation of alternatives, design impact evaluations, material review board, quality evaluations, safety evaluations, cost evaluations); analysis and assistance in the technical oversight of prime contractors or suppliers, and to collect, evaluate, and assemble the inputs from the providers for inclusion in DNDO top level, and project Systems Engineering Management Plans.

2.4. Test and Evaluation

The contractor shall provide services involving the application of various techniques to assist in the test and evaluation associated with the development of prototypes, engineering development models (EDM), limited rate initial production units, and full rate production systems.

Typical tasks include, but are not limited to, developmental, and operational test support (including, but not limited to, test requirements, test coordination, test plans, special test equipment, test procedures, test conduct, test reports, and test report review and evaluation); testing of prototypes and first article test; functional, operational and environmental testing and assistance with Government Acceptance Test, independent verification and validation; reverse engineering; simulation and modeling (to test the feasibility of a concept); system and software

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safety assessment; quality assurance; physical testing of systems, reviewing prime contractor test plans and procedures against mission and detailed requirements to ensure that all necessary parameters and combinations of events have been evaluated by the plan; analyzing test results and assisting in anomaly resolution, designing and manufacturing special purpose ground support equipment.

2.5. Integrated Logistics Support (ILS)

The contractor shall provide services involving the analysis, planning and detailed design of all engineering specific logistics and support including material goods, personnel, and operational maintenance and repair of nuclear detection systems throughout their life cycles.

Typical associated tasks include, but are not limited to, studies and data associated with the following: ergonomic; human performance analysis; Human Systems Integration (HSI) for visual display formats, audio alerts, operator controls, manpower and manning; feasibility analysis; logistics planning; requirements determination; policy standards and procedures development; long-term reliability and maintainability; training product development; Packaging, Handling, Storage and Transportation (PHS&T) and removal and disposal requirements; planning for site support such as special transportation; Installation Checkout and Test (INCO) support (including, but not limited to, installation control drawings, procedures, installation aids, checkout equipment, software, spares); operations and safety requirements; Reliability, Maintainability, Availability (RM&A); survivability & vulnerability due to natural and induced hazards; maintenance, repair and spares engineering; design for maintainability; repair procedures; level of repair analysis; on-site spares; depot spares; support equipment; training requirements, training equipment and training (including, but not limited to, learning objectives, lesson plans, course material, conduct, assessment); environmentally-controlled storage of multiple systems that are built in a production run to save costs, but will be installed incrementally over time to ensure consistent coverage; determining the parts needed to maintain the systems and sites; analyze, plan, and design all engineering specific logistics support including material goods, personnel and operational maintenance and repair of systems throughout their life cycles.

2.6. Acquisition and Lifecycle Management

The contractor shall provide for planning and execution required to render the acquired systems operational.

2.7. Management

The contractor shall provide all staff and resources necessary to successfully execute assigned tasks as required. Contractor management and all full time staff will frequently be required to meet with DNDO personnel on short notice. Only U.S. citizens shall be employed on the BPA. The contractor will identify key personnel who will work full time and exclusively on this program, and agrees that during the BPA performance period, no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness or termination of employment. In any of these events, the contractor shall promptly notify the

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Contracting Officer and the Director of the DNDO Office of Systems Engineering. Key personnel must possess the necessary skills, knowledge, clearances, training and experience to perform the essential duties of their jobs throughout their period of involvement with the program. As a minimum, key personnel will include: a Systems Engineering Program Manager, Finance Business Manager, Chief Systems Engineer, Chief Nuclear Scientist, Test and Evaluation Manager, and an Integrated Logistics Support Manager. Additional or different key personnel may be proposed by the contractor.

The contractor shall conduct the following management functions for all in-house and subcontracted efforts:

2.7.1. Tracking By Work Breakdown Structure (WBS)

The contractor shall, on a task order basis, develop, maintain and update a WBS-Based tracking system that provides the Government with visibility into the aggregate number of people charging the contract, the aggregate number of full time equivalent people and the aggregate expenditures monthly.

2.7.2. Integrated Master Plan and Schedules

The contractor shall maintain a staff-loaded integrated schedule describing the plan and the progress of assigned tasks.

2.7.3. Earned Value Management (EVM)

The contractor shall, in a mutually agreeable format, provide the Government (at an aggregate level) visibility into the extent to which the proposed work has been completed within the agreed upon cost and schedule.

2.7.4. Facilities

The contractor shall permanently locate 75% of the systems engineering team within five (5) miles of the Washington DC Metropolitan Area Transit Authority's McPherson Square Metro Station (1400 I St NW, Washington, DC) (excluding times when personnel are on travel or in training offsite). The DNDO, being a relatively new organization, may relocate within the Washington DC Metro area within the next 1-5 years. In the event that DNDO relocates, the contractor shall, at a mutually agreed upon time and schedule maintain this requirement. The Government shall not be responsible for any long term lease agreement made by the contractor. The Government will negotiate associated costs for this move within the boundaries of the Federal Acquisition Regulation. DNDO intends to provide office space for up to two contractor personnel within the DNDO Headquarters facility for the Systems Engineering contractor's use.

2.7.5. Central Data Repository

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The contractor shall implement a state of the art secure and remotely accessible web-based information management system suitable for data and document storage and retrieval to be located at the contractor's facility.

2.7.6. Information Release

A great deal of the data to be used within the assigned tasks is proprietary, official-use-only, or classified. The contractor shall ensure that proper firewalls, personnel training, and systems are implemented to ensure that controlled data is not compromised. Similarly, the contractor shall comply with all U.S. laws and regulations governing export of information and systems.

2.7.7. Organizational and Consultant Conflicts of Interest

It is recognized by the parties hereto that the effort performed by the contractor under this BPA is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5. In the performance of this BPA, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that such procurement sensitive or proprietary data will not be used in the performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data. The contractor will include the provisions of the above sentences in every first tier subcontract for performance of any portion of this requirement.

2.7.8. Security. The following security requirements apply to this Performance Work Statement and to all associated Task Orders.

2.7.8.1 Security Requirements

As per FAR 52.204-2 - Security Requirements (Aug 96),

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with --

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

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(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

2.7.8.2 Classification Guide

All tasks performed under this BPA shall conform to the requirements of the "Joint CBP/DOE Classification Guide for Nuclear Smuggling Information (CG-SMG-2)" dated Dec 2003 which is an official use only document.

2.7.8.3 Short and Long Term Security Requirements

Initial execution of this BPA will require that all staff members have or can obtain DoD Secret Level clearances. Staff members will routinely encounter Secret and Official-Use-Only materials. In addition the contractor facility must be capable of receiving, generating and storing secret documents and electronic media.

A substantial portion of the tasks executed within this BPA will concern the National Nuclear Architecture – and its associated capabilities and deficiencies, Operation and Intelligence Support in the DNDO analysis cell, and Test and Evaluation with Special Nuclear Materials (SNM). To successfully perform these tasks, the contractor's personnel and facilities must be certified Secret/Restricted Data w/SSBI, TS/SCI, CNWDI, DOE Q-Clearances and a SCIF.

2.7.9. Government Furnished Information and Property (GFI/P)

DNDO does not plan to provide any GFI/P at time of award of the BPA. From time to time, as necessary, DNDO may provide GFI/P to facilitate particular taskings under task orders. The contractor is required to maintain a system for tracking all Government-Furnished Materials (GFM). All GFI/P and GFM shall be returned to DNDO upon request.

2.7.10. Contractor Workforce and Training

Performance of tasks required by this BPA may require periodic additional training. Attendance at such DNDO required training is reimbursable within the context of the BPA. In addition, the contractor shall ensure that each employee attends at least forty (40) hours per year of job-related training. To assist in the T&E tasks, special training for radioactive materials handlers for Radiological/Nuclear Countermeasures Test and Evaluation Complex (RNCTEC) testing may be required.

ATTACHMENT 1 - PERFORMANCE WORK STATEMENT

2.8. Contract Data Requirements

The specific data requirements will be specified in each task order. The contractor shall provide data deliverables in electronic formats produced in MS Office 2003 (Excel, Word, PowerPoint, Access, Visio, and Project), Primavera or AutoCAD compatible files, or other format as specifically agreed upon. The contractor shall provide source files for all *.pdf documents produced.

2.8.1. Mandatory Data Requirements

The Financial Progress Report, Progress Report, Integrated Schedule, and Data Accession List items (2.8.1.1, 2.8.1.2, 2.8.1.3, and 2.8.1.4) shall be provided for each task order monthly and as requested. The data required by items 2.8.1.2, 2.8.1.3, and 2.8.1.4 below may each be combined across several task orders and submitted as aggregate reports monthly.

- 2.8.1.1 Financial Progress Report (using DI-MGMT-81466 Cost Perf Report, DI-MGMT-81467 Cost Schedule Status Report, DI-FNCL-80331 Funds & MH Exp Report, and DI-FNCL-80166 Cost Breakdown Structure Detail Report for guidance)
- 2.8.1.2 Progress Report (using DI-MGMT-80061A for guidance)
- 2.8.1.3 Integrated Schedule (using DI-MISC-81183A for guidance)
- 2.8.1.4 Data Accession List (using DI-MGMT-81453 for guidance)

2.8.2. Optional Data Requirements

The specific data requirements (item, title, content, format, distribution, and delivery schedule) will be specified in each task order. These data items are not meant to be entirely definitive, but rather represent in summary form, the general data deliverables to be provided by the contractor, as required: Executive Summary, Brief, Agenda, Minutes, Trip Report, Systems Engineering Notebook, Database Description, Database, Spreadsheet, White Paper, Feasibility Study, Summary Report, Technical Report, Requirements, Specification, Standard, System Subsystem Description Document, Software Requirement Specification, Algorithm Description Document, Test Support Documentation, Plan, Flow Chart Process Diagram, Procedure, Drawing, Parts List, Technical Manual, Training Support Documentation, Installation Support Documentation, Engineering Change Proposal, Software Tool, Development Software, Operational Software, Support Software, Hardware Technical Data Package, Software Technical Data Package.

BPA HSHQPA-05-A-00030/SRS TECHNOLOGIES - ATTACHMENT 2- PRICING SCHEDULE

Rates through 27 Jan 2010. All SINS. Labor Category	Hourly Rate, SRS Site	Hourly Rate, Customer Site
1.0 Sr. Engineering GM II	(b) (4)	(b) (4)
2.0 Sr. Engineering Tech. Dir II		
3.0 Sr. Engineering GM I		
4.0 Program Manager III		
5.0 Sr. Engineering Tech. Dir I		
6.0 Program Director II		
7.0 Program Manager II		
8.0 Program Control Director		
9.0 Program Director I		
10.0 Program Manager I		
11.0 Assist Program Manager		
12.0 Sr. Engineering Specialist		
13.0 Engineering Specialist II		
14.0 Engineering Specialist I		
15.0 Principal Engineer II		
16.0 Principal Engineer I		
17.0 Assoc Engineer		
18.0 CO-OP Engineer		
19.0 Adv Systems Analyst		
20.0 Principal OPS Research Analyst II		
21.0 Principal Systems Analyst		
22.0 Principal OPS Research Analyst I		
23.0 Principal Program Control Analyst II		
24.0 Principal Program Control Analyst I		
25.0 Sr. Program Control Analyst		
26.0 Program Control Analyst		
27.0 SR. Scientist		
28.0 Scientist		
29.0 Assoc Scientist		
30.0 Publications Editor		
31.0 Graphic Illustrator		
32.0 Security/Facilities Mgr		
33.0 Office Administrator		
34.0 Sr. Secretary		
35.0 Sr. Office Assistant		
36.0 Office Assistant		
37.0 Subject Matter Specialist II		
38.0 Subject Matter Specialist I		

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED TOP SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
x	a. PRIME CONTRACT NUMBER HSHQPA-05-A-00030		x	a. ORIGINAL (Complete date in all cases) 05/08/14 Date (YYMMDD)	
	b. SUBCONTRACT NUMBER			b. REVISED (Supersedees all previous specs) Revision No. Date (YYMMDD)	
	c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD)			c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE SRS TECHNOLOGIES 1800 QUAIL STREET, SUITE 101 NEWPORT BEACH, CA 92660-2301			b. CAGE CODE 4L958	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICES (S41GA1) 1149 W. 190TH ST. 32026 GARDENA, CA 90248 (310) 516-6693	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. NAME, ADDRESS, AND ZIP CODE SRS TECHNOLOGIES 3865 WILSON BLVD, SUITE 800 ARLINGTON, VA 22203-1919			b. CAGE CODE 1CG10	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICES (S51KS1) CRYSTAL PLAZA 5 2211 S. CLARK ST. STE 1100 ARLINGTON, VA 22202-3712	
9. GENERAL IDENTIFICATION OF THE PROCUREMENT (U) GENERAL SERVICES ADMINISTRATION (GSA) BLANKET PURCHASE AGREEMENT (BPA) WITH TASKINGS THEREUNDER FOR PROFESSIONAL ENGINEERING SERVICES FOR DEPARTMENT OF HOMELAND SECURITY/SCIENCE & TECHNOLOGY/DOMESTIC NUCLEAR DETECTION OFFICE (DNDO), WASHINGTON, DC 20528.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION:				e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI		<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)	
k. OTHER (Specify) Sensitive But Unclassified (SBU) SEE ITEM 13 & 14		<input type="checkbox"/>	<input type="checkbox"/>		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify):

The contractor is responsible for obtaining approval from DHS DNDO and the Office of Security prior to release of any information received or generated under this contract. NO SCI INFORMATION MAY BE RELEASED TO THE PUBLIC.

13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying the guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (PFI is as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guidance/contracts referenced herein. Add additional pages as needed to provide complete guidance.)

Reference 10a/11 h. "Contractor shall verify that a COMSEC clearance was approved and established by DHS, by contacting the DHS COMSEC Control Office of Records, (b) (6) at Commercial (b) (6) Contractor shall request COMSEC guidance and verify that a copy of the CANISPOM was requested on their behalf from NSA".

Reference 10 b. c. d. Access to RD and CNWDI requires a final US Government clearance. The contractor must contact the Office of Security, Administrative Security Division (b) (6) who will brief the contractor on safeguarding requirements for CNWDI. Subcontracting requires prior approval of the GCA. Contractor is authorized DOE Q clearances with various sigmas - processing of these PCLs shall be coordinated with DHS Office of Security (ASD) at (b) (6)

Reference 10 e (1/2). DSS does not have cognizance over SCI. This is information under the jurisdiction and control of the Director of Central Intelligence (DCI) and circulated within the intelligence community. If intelligence information is involved, the contractor is responsible for ensuring that the additional security requirements outline in Director, Central Intelligence (DCID): DCID 6/1 Security Policy for SCI and Security Policy Manual; DCID 6/3 Protecting Sensitive Compartmented Information Within Information Systems; DCID 6/4 Personnel Security Standards; DCID 6/9 Physical Security Standards for SCI Facilities; and DHS SCI Administration Manual, are incorporated in their daily business work when handling SCI/Non-SCI, the contractor and COR will revalidate all SCI billets under this contract with the CSO annually or when a revised DD Form 254 is issued, whichever is sooner. Special SCI Briefings must be coordinated with the assigned DHS Component's special Security Officer (SSO) contractor shall contact the SSO through the DHS special Security Programs Division, Telephone (b) (6)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements identify the pertinent contracted clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 15 if additional space is needed. Yes No

Contractor will have access to information classified "Top Secret" with additional caveats of TS/SCI and DOE "Q" Clearances. The work is to be performed at the contractor's Sensitive Compartmented Information Facility (SCIF); which requires a Co-Utilization Agreement (CUA) between DHS and DIA. Contractor must contact DHS SSPD at (202) 9681 to coordinate SCIF Co-Utilization Agreement.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.) Yes No

"DHS/OS/SSPD CONCURS AND APPROVES THE "NEED-TO-KNOW" AT THE SCI LEVEL/NON-SCI LEVEL" (b) (6) 6-14-05 CLEARANCES: ACCESS TO INTELLIGENCE INFORMATION REQUIRES A FINAL US GOVERNMENT CLEARANCE. SUBCONTRACTING: SUBCONTRACTING REQUIRES PRIOR APPROVAL OF THE GCA. THE DSS (CSO) DOES NOT CONDUCT INSPECTIONS FOR SENSITIVE COMPARTMENTED INFORMATION (SCI), BUT MUST INSPECT NON-SCI INTELLIGENCE MATERIAL THE CONTRACTOR POSSESSES.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL (b) (6) b. TITLE Program Manager Industrial Security Branch c. TELEPHONE (include Area Code) (b) (6)

d. ADDRESS (include Zip Code) Department of Homeland Security Office of Security Washington D.C. 20528

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

e. SIGNATURE (b) (6)

DD Form 254 – Continuation to PRIME CONTRACT NUMBER HSHQPA-05-A-00030

Reference 10 j. (FOUO) Unclassified information which DHS has designated as FOUO shall be properly marked and protected in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated January 6, 2005. Information in this category may only be shared with individuals who are determined to have a "need-to-know." DHS employees and contractors must sign a special Non-Disclosure Agreement before receiving access to FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (b) (6)

Reference 11 c. The contractor shall use the "Joint CBP/DOE Classification Guide for Nuclear Smuggling Information (CG-SMG-2), dated Dec 2003, which is in an official use only document" for classification of information associated with this effort. Additionally, the contractor shall derivatively classify newly created information associated with this effort based on the classification guidance provided through existing classified sources. All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on "Marking Classified National Security Information" dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division, at telephone (b) (6)

Reference 11 j. OPSEC: As a means of increasing effectiveness across the board, contractor should address through an OPSEC Plan how the company plans to identify those activities likely to produce intelligence for an adversary. Contractors shall contact DHS OPSEC Division at (b) (6) for further OPSEC guidance. Subcontracting: Contractors may not impose OPSEC on subcontractors without contracting activity approval.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Domestic Nuclear Detect. Office Acquisition Division 245 Murray Lane, SW, Bldg. 410 Washington DC 20528	CODE DHS/OPO/DNDO	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Domestic Nuclear Detect. Office Acquisition Division 245 Murray Lane, SW, Bldg. 410 Washington DC 20528	CODE DHS/OPO/DNDO
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MANTECH SRS TECHNOLOGIES INC PO BOX 9219 NEWPORT BEACH CA 926589219		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0661830390000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQPA-05-A-00030	
		10B. DATED (SEE ITEM 11) 07/15/2005	

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)

See Schedule

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

CHECK ONE	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.
	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 42.1205

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

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

GSA Contract #: GS-23F-0083K

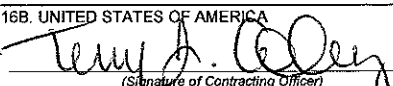
DUNS Number: 066183039+0000

The purpose of this modification is to provide the change of name agreement pursuant to FAR Clause 42.1205. SRS Technologies has changed its corporate name to ManTech SRS Technologies, Inc. The change of name agreement is attached.

This Change of Name Agreement accomplishes a change of corporate name only, and all rights and obligations of SRS Technologies under HSHQDC-05-A-00030 are unaffected by this change.

Period of Performance: 07/15/2005 to 07/14/2010

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) Terry L. Coley	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/01/08