

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
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 Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WINBOURNE AND COSTAS INC 1411 K STREET NW SUITE 200 WASHINGTON DC 200053496		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 0140896140000		FACILITY CODE	9B. DATED (SEE ITEM 11)
			x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00019
			10B. DATED (SEE ITEM 13) 08/06/2009

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) Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 014089614+0000

The purposes of this modification to the base Program Management, Administrative, Clerical, and Technical Services (PACTS) contract with Winbourne and Costas (Functional Category 2) are: 1) provide clarifying language on E.4 - Basis of Acceptance; 2) change the requirements for F.10 - Contract Status Report; 3) change the requirements for H.16 - Contractor's Employees Identification; and, 4) provide the final version of Attachment J-1 - Monthly Contract Status Report.

Therefore, the following changes are made to contract HSHQDC-09-D-00019:

- 1) Clarifying text is added to clause E.4 to indicate that individual task orders may
- Continued ...

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) Alan R. Krumb, Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Harrison Smith
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/6/2010
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
WINBOURNE AND COSTAS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>outline separate/different requirements for acceptance - pages 13 and 14 of the base contract are hereby deleted, in their entirety, and replaced by the attached change pages 13a and 14a;</p> <p>2) The requirement listed in F.10 to provide a hard copy of the Monthly Contract Status Report is hereby removed - page 17 of the base contract is hereby deleted, in its entirety, and replaced by the attached change page 17a. Note that the requirement to provide an electronic copy of the Monthly Contract Status Report HAS NOT been removed;</p> <p>3) The requirement listed in H.16 for corporate identification badges to be worn in addition to any badges provided by the Government is removed - page 34 of the base contract is hereby deleted, in its entirety, and replaced with the attached change page 34a; and,</p> <p>4) Attachment J-1 - Sample Monthly Contract Status Report and page 54 of the base contract are hereby deleted, in their entirety, and replaced with the attached Attachment J-1 - Monthly Contract Status Report and change page 54a, respectively.</p> <p>All other terms and conditions of this contract remain in full force and effect. Period of Performance: 08/06/2009 to 08/05/2014</p>				

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FAR Clause No.	Title and Date
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
52-246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-6	Inspection of Services – Time and Material or Labor-Hour (May 2001)
52.246-16	Responsibility for Supplies (APR 1984)
52.246-20	Warranty of Services (MAY 2001)

E.2 Inspection and Acceptance

Inspection and acceptance of all work and services performed under each TO will be in accordance with the FAR clauses incorporated at Section E, *Clauses Incorporated by Reference*, as applicable.

Final acceptance of all deliverables and or services performed as specified under each TO will be made in writing, at destination, by the TO COTR or as detailed in individual TOs.

E.3 Scope of Inspection

All deliverables will be inspected for content, completeness, accuracy and conformance to TO requirements by the TO COTR or as detailed in individual TOs. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the TO. The scope and nature of this testing must be negotiated prior to TO award and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

The Government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the TO.

E.4 Basis of Acceptance

Unless otherwise specified in the TO, the following shall apply to the basis for acceptance for all TOs issued under this contract.

The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the TO, the Contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting TO shall be corrected in accordance with the applicable clauses (e.g., FAR 52.211-8 – Time of Delivery, FAR 52.211-9 – Desired and Required Time of Delivery, and/or their respective alternates).

Cost reimbursable items such as travel and ODCs will be accepted upon receipt of proper documentation as specified in the order. If custom services are provided as part of a FFP TO, acceptance will be as specified for the milestone with which they are associated.

Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies must be corrected within thirty (30) calendar days of the rejection notice. If the deficiencies cannot be corrected within thirty (30) days, the Contractor shall immediately notify the TO Contracting Officer of the reason for the delay and provide a proposed corrective action plan within ten (10) working days of the date of notification.

E.5 Review of Deliverables

Unless otherwise agreed to by the parties, the Government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) business days from receipt of the deliverable. If written acceptance, comments, and/or change requests are not provided within fifteen (15) business days, the deliverable shall be deemed acceptable as written by the Contractor.

If the Government provides comments and/or change requests, the Contractor shall have fifteen (15) business days from receipt of the Government correspondence to incorporate the comments and/or change requests and resubmit the deliverable. If the Government has additional comments and/or change requests following the resubmission, they will be provided within fifteen (15) business days from receipt of the updated deliverable, at which point the Contractor will have fifteen (15) business days to incorporate those comments and/or change requests and resubmit the deliverable.

At any point in the process of the review of deliverables, the deliverable is considered accepted if the Government provides written acceptance or does not provide comments and/or change requests within fifteen (15) business days of the receipt of the deliverable.

(End of Section E)

In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the PACTS Contracting Officer and the PACTS Program Manager. For any task order level deliverable, the Contractor shall provide written notification immediately to the task order-level Contracting Officer and TO COTR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F.10 Contract Status Report

The Contractor shall provide a monthly task order activity report, organized by DHS Component, to the PACTS Contracting Officer and the PACTS Program Manager. The sample format is provided in Attachment J-1, *Monthly Contract Status Report*. The report is due in electronic copy in the required format, to the PACTS Contracting Officer and the PACTS Program Manager by the 15th calendar day of each month. This report is a required deliverable, even if there is no activity to report. Additionally, the Contractor shall provide an electronic version of all awarded task orders, including task order modifications, to the PACTS Contracting Officer and PACTS Program Manager.

F.11 Task Order Status Reports

PACTS requires TO Status Reports for all TOs. The type of status report may vary by the type of TO issued. The status report recipients, content, and due dates will be identified in individual TO Request for Proposal (TORFP). The TO Status Report shall be at the task order level unless a lower Work Breakdown Structure (WBS) level of reporting is explicitly required and stated in the TORFP.

F.12 Prime Contractor Performance Requirements/Subcontracting Report

In accordance with FAR 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside, at least 50 percent of the cost of personnel for contract performance shall be spent for employees of the Contractor or employees of other service-disabled veteran-owned small business (SDVOSB) partners. In order to ensure that the required percentage of costs on this indefinite quantity award is performed by the Contractor or other SDVOSB partners, the Contractor must demonstrate semi-annually that it has successfully met this requirement during that six (6) month period. Meeting this requirement is defined as spending at least 50 percent of the cost of personnel for contract performance for employees of the Contractor or employees of other SDVOSB partners for the combined total of all task orders issued to date.

This requirement need not be met on task orders issued during the first six (6) months of the base contract award. However, by the time of the second semi-annual submission (twelve (12) months after contract award), the requirement must be met for the combined total of all task orders issued to date.

If the Contractor has more than one (1) PACTS contract, a separate report shall be completed for each awarded contract and Functional Category. The submission is due to the PACTS Program Manager, and shall be submitted via e-mail no later than thirty (30) days after the end of each six (6) month period. The start of the first six (6) month period is the date of contract award. The Contractor shall use the form found in Section J-2, *Sample Subcontracting Report* when providing its submission.

This restriction does not apply to marketing materials developed for presentation to potential Government customers of this contract vehicle.

The Contractor 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.

H.16 Contractor's Employees Identification

During the period of this contract, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available as deemed necessary by the Government. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.17 Subcontracting

Subcontracting will be in accordance with FAR 52.244-2 – Subcontracts.

H.18 Notification Requirements Under T&M Contracts

Contractor notification requirements for 52.232-7(c) "Payments under Time and Materials and Labor Hours" for T&M TOs (clauses are in Section I by reference), shall be accomplished only by separate correspondence directed to the TO CO with copies to the TO COTR. No other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the TO CO shall not constitute compliance with this requirement.

H.19 Key Personnel

Key personnel are those Contractor personnel considered to be essential to the performance of the contract and TOs.

The Contractor's Program Manager, as described in Section G.2.4, is designated as key personnel, and may only be replaced with the approval of the PACTS Program Manager and the PACTS CO, in accordance with the terms and conditions of Section H.20. The Contractor's Program Manager (name, telephone number and e-mail address) identified for this contract will be inserted in the contract at time of award.

If the Government determines that certain personnel are "key" to successful completion of a TO, they will be designated as "Key Task Order Personnel" in the TO. Key Task Order Personnel are defined as follows:

- (a) Personnel identified in the Task Proposal as key individuals to be assigned for participation in the performance of the TO and who may, at the discretion of the Government, be interviewed to verify resume representations;
- (b) Personnel whose resumes were submitted with the TO Proposal; or
- (c) Individuals who are designated as key personnel by agreement of the Government and the Contractor during TO negotiations.

SECTION J – LIST OF ATTACHMENTS

- J-1 Monthly Contract Status Report (Ref: Section F.10)
- J-2 Sample Subcontracting Report (Ref: Section F.12)
- J-3 Non-Disclosure Agreement, DHS Form 11000-6 (Ref: Section H.21)
- J-4 Labor Category Table (Ref: Section L.11.1 Volume 1, Tab H)
- J-5 DHS Official Seal Usage Approval (Ref. Section D. 2)
- J-6 Full Northern American Industry Classification System (NAICS) Codes and Descriptions

(End of Section J)

