

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGES
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2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-06-D-00020/HSHQDC-09-J-00027 3. EFFECTIVE DATE 12/10/2008 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSEN-08-00135

5. ISSUED BY CODE DHS/OPO/S&T/EXBORD 6. ADMINISTERED BY (If other than Item 5) CODE DHS/OPO/S&T/EXBO

U.S. Dept. of Homeland Security
Office of Procurement Operations
S&T Acquisition Division
245 Murray Lane, SW
Building 410
Washington DC 20528

U.S. Dept. of Homeland Security
Office of Procurement Operations
S&T Acquisition Division
245 Murray Lane, SW
Building 410
Washington DC 20528

7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code)

CACI INC FEDERAL
MS JULIE YETKOW
14151 PARK MEADOW DRIVE
CHANTILLY VA 20151

8. DELIVERY
 FOB ORIGIN OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE 114896066000 FACILITY CODE

11. SHIP TO/MARK FOR CODE
Department of Homeland Security
Science & Technology Directorate
Attention: Kerry D. Wilson
COTR/Program Manager
245 Murray Lane, S.W.
Washington DC 20528

12. PAYMENT WILL BE MADE BY CODE DHS-S&T-INV
DHS ICE
Burlington Finance Center
PO BOX 1000
Attn: S&T Division
Williston VT 05495-1000

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c)

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$290,838.14

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
Julie Yetkow, Contracts Mgr.

20A. NAME OF CONTRACTING OFFICER
Joseph F. Wolfinger

19B. NAME OF CONTRACTOR
BY Julie Yetkow
(Signature of person authorized to sign)

19C. DATE SIGNED
12/22/08

20B. UNITED STATES OF AMERICA
BY [Signature]
(Signature of the Contracting Officer)

20C. DATE SIGNED
12/22/2008

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

CACI INC FEDERAL

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 114896066+0000</p> <p>1. General:</p> <p>The award establishes an agreement between the Department of Homeland Security (DHS) and CACI, Inc.-Federal (CACI) for CACI to perform the work on behalf of DHS in consideration for the payment provided by DHS.</p> <p>This contract is a Time and Materials task order off of CACI's DHS EAGLE (Functional Category 5: Management Support Services) contract.</p> <p>Invoices may be sent by mail to the address specified in this agreement or they may be submitted by e-mail to: SAT.Invoice.Consolidation@DHS.gov.</p> <p>2. Work Effort:</p> <p>The work is to be performed in accordance with the attached --Statement of Work (SOW) (see "Attachment A: Statement of Work") and --CACI's EAGLE contract number HSHQDC-06-D-00020.</p> <p>3. Period of Performance:</p> <p>The period of performance for this work effort is as follows:</p> <p>Base Period-December 22, 2008 through December 21, 2009 Option Period 1-December 22, 2009 through December 21, 2010 Option Period 2-December 22, 2010 through December 21, 2011 Option Period 3-December 22, 2011 through December 21, 2012 Option Period 4-December 22, 2012 through December 21, 2013</p> <p>4. Pricing:</p> <p>The total price for this work effort (Base Period plus all option periods) is estimated to be \$1,538,318.74; the Contract Line Item Number (CLIN) breakdown for this total price is shown in Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the schedule below.</p> <p>The mark-up on Travel and Other Direct Costs (ODCs) is as authorized on CACI's above-cited EAGLE contract.</p> <p>5. Funding and Reimbursement:</p> <p>Funding, in the amount of \$290,838.14 is hereby added to the cover the Base Period of performance under the subject task order.</p> <p>Therefore, the total funds obligated are \$290,838.14.</p> <p>6. Additional Contract Clauses:</p> <p>In addition to the standard EAGLE contract clauses, the following contract clauses are also incorporated by reference:</p> <p>6A. Federal Acquisition Regulation Clause "52.227-16 Additional Data Requirements (JUNE 1987)"</p> <p>6B. Homeland Security Acquisition Regulation Clause "3052.209-72 Organizational Conflict of Interest (JUNE 2006)"</p> <p>7. Point of Contact for Return of Executed Document:</p> <p>The Point of Contact for the return of the executed agreement is: Alula Abera, Contract Specialist, E-mail: alula.abera@associates.hq.dhs.gov. FOB: Destination Period of Performance: 12/22/2008 to 12/21/2013</p>				
0001	<p>Labor--Base Period--Subject Matter Expert (Senior) 12/22/2008-6/27/2009 This is a Not-to-Exceed (NTE) Amount.</p> <p>Accounting Info: NONE000-000-7X-33-02-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00</p> <p>Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Continued ...</p>				

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	Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: [REDACTED] Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				
0002	Labor--Base Period--Subject Matter Expert (Senior) 6/28/2009-12/21/2009 This is a Not-to-Exceed (NTE) Amount. Accounting Info: NONE000-000-7X-33-02-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: (b) (4) Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0003	Travel--Base Period This is a Not-to-Exceed (NTE) Amount. Accounting Info: NONE000-000-7X-33-02-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Continued ...				17,000.00

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0004	Other Direct Costs (ODCs)--Base Period This is a Not-to-Exceed (NTE) Amount. Accounting Info: NONE000-000-7X-33-02-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$7,500.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				7,500.00
1001	Labor--Option Period 1--Subject Matter Expert (Senior) 12/22/2009-6/27/2010 This is a Not-to-Exceed (NTE) Amount. Amount: (b) (4) (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Continued ...				0.00

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1002	Labor--Option Period 1--Subject Matter Expert (Senior) 6/28/2010-12/21/2010 This is a Not-to-Exceed (NTE) Amount. Amount: ██████████ (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				0.00
1003	Travel--Option Period 1 This is a Not-to-Exceed (NTE) Amount. Amount: \$17,000.00 (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: Continued ...				0.00

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1004	Other Direct Costs (ODCs)--Option Period 1 This is a Not-to-Exceed (NTE) Amount. Amount: \$7,500.00 (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				0.00
2001	Labor--Option Period 2--Subject Matter Expert (Senior) 12/22/2010-6/27/2011 This is a Not-to-Exceed (NTE) Amount. Amount: (b) (4) (Option Line Item) Accounting Info: N/A Funded: \$0.00 Continued ...				0.00

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2002	Labor--Option Period 2--Subject Matter Expert (Senior) 6/28/2011-12/21/2011 This is a Not-to-Exceed (NTE) Amount. Amount: ██████████ (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				0.00
2003	Travel--Option Period 2 This is a Not-to-Exceed (NTE) Amount. Amount: \$17,000.00 (Option Line Item) Accounting Info: Continued ...				0.00

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2004	Other Direct Costs (ODCs)--Option Period 2 This is a Not-to-Exceed (NTE) Amount. Amount: \$7,500.00 (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				0.00
3001	Labor--Option Period 3--Subject Matter Expert (Senior) 12/22/2011-6/27/2012 This is a Not-to-Exceed (NTE) Amount. Amount: (b) (4) (Option Line Item) Continued ...				0.00

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3002	Labor--Option Period 3--Subject Matter Expert (Senior) 6/28/2012-12/21/2012 This is a Not-to-Exceed (NTE) Amount. Amount: (b) (4) (Option Line Item)				0.00
	Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				
3003	Travel--Option Period 3 Continued ...				0.00

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	This is a Not-to-Exceed (NTE) Amount. Amount: \$17,000.00 (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				
3004	Other Direct Costs (ODCs)--Option Period 3 This is a Not-to-Exceed (NTE) Amount. Amount: \$7,500.00 (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				0.00
4001	Labor--Option Period 4--Subject Matter Expert Continued ...				0.00

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CACI INC FEDERAL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002	(Senior) 12/22/2012-6/27/2013 This is a Not-to-Exceed (NTE) Amount. Amount: ██████████ (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Labor--Option Period 4--Subject Matter Expert (Senior) 6/28/2013-12/21/2013 This is a Not-to-Exceed (NTE) Amount. Amount: (b) (4) ██████████ (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

CACI INC FEDERAL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003	-GE-OE-25-37-000000 Funded: \$0.00 Travel--Option Period 4 This is a Not-to-Exceed (NTE) Amount. Amount: \$17,000.00 (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00				0.00
4004	Other Direct Costs (ODCs)--Option Period 4 This is a Not-to-Exceed (NTE) Amount. Amount: \$7,500.00 (Option Line Item) Accounting Info: N/A Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Accounting Info: NONE000-000-7X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-7X-33-94-00-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-96-01-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 -GE-OE-25-37-000000 Funded: \$0.00 Accounting Info: NONE000-000-8X-33-02-03-000-01-00-0000-00-00-00-00 Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-06-D-00020/HSHQDC-09-J-00027

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NAME OF OFFEROR OR CONTRACTOR

CACI INC FEDERAL

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>-GE-OE-25-37-000000 Funded: \$0.00</p> <p>The total amount of award: \$1,538,318.74. The obligation for this award is shown in box 15G.</p>				

ATTACHMENT A: STATEMENT OF WORK

Statement of Work for Systems Engineering and Technical Assistance (SETA) Support to Explosives Division

U.S. Department of Homeland Security Science and Technology Directorate Explosives Division

RSEN-08-00135
December 19, 2008

I. Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent to make America safer. The DHS Science and Technology (S&T) Directorate is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland.

This Statement of Work (SOW) describes the scope of contractor support needed by DHS S&T Explosives Division (EXD) to effectively carry out its mission. EXD would like to open a competition using the Eagle Contract for the provision of systems engineering and strategic program support.

II. Scope of Work

EXD executes the transition of large-scale or pilot systems to the field through a rapid, efficient, and disciplined project management/systems engineering process. EXD continuously confirms the technology needed by the end-user in assessing threats, vulnerabilities, and countermeasures to these threats. EXD's mission is to achieve a scaleable, seamless progression of product development so that state, local, and federal homeland security customers are well-equipped with the tools and technologies that protect our nation and preserve our freedom. To achieve its mission, EXD applies rigorous product realization processes to products, ultimately serving its customers in the following ways:

- **Testing and Integration.** Rapidly test and integrate developmental projects.
- **Pilot Development.** Effectively launch and transition pilot systems to end-user environments.
- **Production Readiness.** Craft production and lifecycle support methods for new and improved equipment deployment to the field.
- **Improve Mission Success.** Continuously validate its desired user capabilities throughout the development cycle by assessing threats, vulnerabilities, and countermeasures to ensure users achieve outcomes that improve their mission success.

ATTACHMENT A: STATEMENT OF WORK

Support Requirements

In light of the current gap between mission challenges and organizational capacity, EXD leadership has identified the need for continued expert contractor support to assist in linking the strategic objectives of EXD with the core operational functions of program development, execution, and transition. Specifically, contractor support is needed to assist with the implementation of the following objectives:

- Applying systems engineering principles to existing EXD Programs to assist in the development of comprehensive system design solutions that balance cost, schedule, performance, risk, program analysis and evaluation as well as acquisition management support while ensuring the accurate tracking of technical information needed for informed decision making.
- Developing and implementing life-cycle systems engineering processes, including the creation of methodologies that support the transition of research and development programs and products into EXD, and from EXD to the customer/end user. This will also include working with stakeholders to further define and implement operational requirements.
- Providing strategic program management support services which cover all aspects of EXD program planning, execution, strategic planning, quality assurance, quality control, risk management, and applying consistent monitoring and integration methodologies across all support tasks.

III. Specific Tasks

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks. This section will describe the objective of each task as well as the capabilities required of the contractor. The ability of the contractor to complete the tasks must be mandatory. Mandatory task completion is essential and must be met by the contractor in order to ensure regulatory compliance and meet the various needs of the Federal Government.

Specifically, the Contractor must possess the ability to complete the following mandatory tasks:

ATTACHMENT A: STATEMENT OF WORK

Scope of Services	Description
<p align="center">Strategic Program Management</p>	<p>Provide a framework for organizing all EXD tasks, activities, and subsequent deliverables. These activities will ensure that the support provided to EXD is compliant with the over-all costs, schedule, scope, and resource expectations of EXD management. Contractor support may also be required to provide program management support to specific EXD programs for an interim or ongoing basis. In addition to managing overall program performance and risk, the strategic program management component should incorporate the following:</p> <ul style="list-style-type: none"> ○ Program Management Plan. ○ Risk Management Plan. ○ Change/Relationship Management. ○ Balanced Scorecard (EXD-wide and program specific). ○ Earned Value Management. ○ Financial Cost Management Program. ○ Program Analysis and Evaluation. ○ Acquisition Plans. ○ Program specific deliverables (as necessary). ○ Development of Reports and Other Documents. ○ Monthly Status Reporting.
<p align="center">Systems Engineering / Program Transition</p>	<p>Possess a strong understanding of the DHS Research, Development, Test and Evaluation (RDT&E) process as well as specific systems engineering methodologies and tools such as Test Readiness Level (TRL), Requirements Analysis, Functional Analysis, and Design Synthesis. The contractor will be required to apply their knowledge of systems engineering to assist in the operational test and evaluation and requirements analysis of new and existing EXD programs. In addition, support will also be provided to the EXD Transition. Contractor support will be required to develop tools and methodologies supporting the transition of programs and products into EXD and from EXD to the customer/end user. When required, the contractor must possess the ability to quickly understand the requirements of transitioning programs and products and assist in the development of the critical documentation required to facilitate transition. Associated deliverables may include the following:</p> <ul style="list-style-type: none"> ○ EXD Program Requirements Analysis and Synthesis. ○ TRL Program Management Tools. ○ Technology Development and Acquisition Lifecycles. ○ Critical Documentation and Processes for Transitioning Programs and Products. ○ Technology Road mapping. ○ Concept of Operations Development. ○ Development of Reports and Other Documents.

ATTACHMENT A: STATEMENT OF WORK

IV. Deliverables

The Contractor shall provide all deliverables directly to the DHS S&T Contracting Officer's Technical Representative (COTR) with a copy of the transmittal letter to the Contracting Officer. All deliverables become the property of DHS and may not be further disseminated without prior written approval from DHS.

Additionally, a Monthly Program Status Report in a commercial format (to be approved by the COTR) is required. The Contractor shall deliver this report by the 15th calendar day of each contract month. This report will include:

- A description of the actual work performed by contractor.
- Metrics pertaining to financial, schedule, scope information, risk information, and performance assessment information of all work performed hereunder.
- Actual costs for the reporting month and cumulative costs for the contract to date.
- Budgeted costs for the reporting month and contract to date based on the work performed, and
- Estimated costs by month for the remainder of the performance period of the contract.

V. Other Contract Details

- A. **Period of Performance.** This effort will be for one (1) base period of performance of twelve (12) months and four option periods, each for a period of twelve (12) months.
- B. **Travel.** Travel may be required in the performance of the duties listed herein. It is anticipated that travel will be limited to the continental United States. The DHS S&T COTR must approve all travel. The DHS S&T COTR must approve all foreign travel in advance. All travel and other direct costs associated with the execution of the tasks indicated in this SOW will be reimbursed in accordance with the limits set forth in the Federal Travel Regulations, provided the performer provides appropriate supporting documentation.
- C. **DHS-Furnished Information.**
1. DHS will provide certain DHS information, materials, and forms unique to DHS to the contractor to support certain tasks under this SOW.
 2. The DHS S&T COTR identified in this SOW will be the point of contact (POC) for identification of any required information to be supplied by DHS.
 3. The contractor will prepare any documentation according to the guidelines provided by DHS.
- D. **DHS-Furnished Facilities, Supplies, and Services.** If work at DHS-provided facilities is necessary for the services being performed under this SOW, such facilities will be provided at S&T's office in Washington, D.C. Parking facilities are not provided, however several

ATTACHMENT A: STATEMENT OF WORK

commercial parking facilities are located near S&T's office. Basic facilities such as work space and associated operating requirements (e.g., phones, desks, utilities, desktop computers, and consumable and general purpose office supplies) will be provided to the contractor's personnel working in S&T's office.

- E. **Place of Performance.** EXD anticipates that this contract will be executed primarily at DHS facilities in metropolitan Washington D.C. Travel requirements are anticipated to support enterprise activities conducted at DHS S&T and affiliate sites and other locations and if so required, will be made part of the tasking accommodated within the existing ceiling to the fullest extent possible. At the direction of the Government, there may be a requirement to perform work at other locations on an as-needed basis. Approved incidental travel (local, state and national) will be reimbursed in accordance with Federal Travel Regulations.
- F. **DHS-Furnished Property.** DHS property will not be provided to the contractor unless otherwise agreed to in writing. In such instances, DHS will maintain property records.
- G. **Deliverables.** The Contractor will provide all deliverables identified in this SOW directly to the DHS S&T COTR.
- H. **Funding Requirements.** DHS will provide funding to the Contractor in accordance with DHS S&T's appropriations and available funds.
- I. **Security Requirements.**
 - a. All work performed under this SOW is unclassified unless otherwise specified by DHS.
 - b. If classified work is required under this SOW, DHS will provide specific guidance to the Contractor as to which work will be conducted in a classified manner and at which classification level. The Contractor shall also adhere to other applicable Government orders, guides, and directives pertaining to classified or confidential work.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00001

See Block 16C

OPO-09-00000

6. ISSUED BY

CODE

DHS/OPO/S&T/EXBOR

7. ADMINISTERED BY (If other than Item 6)

CODE

DHS/OPO/S&T/EXBOR

U.S. Dept. of Homeland Security
Office of Procurement Operations
S&T Acquisition Division
245 Murray Lane, SW
Building 410
Washington DC 20528

U.S. Dept. of Homeland Security
Office of Procurement Operations
S&T Acquisition Division
245 Murray Lane, SW
Building 410
Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

CACI INC FEDERAL
MS JULIE YETKOW
14151 PARK MEADOW DRIVE
CHANTILLY VA 20151

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.

HSHQDC-06-D-00020

HSHQDC-09-J-00027

10B. DATED (SEE ITEM 13)

12/10/2008

CODE 1148960660000

FACILITY CODE

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 B 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 By Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

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: 114896066+0000

The purpose of this modification is to update the Statement of Work (SOW).

The SOW issued at the time of award is hereby deleted and replaced with the attached SOW (see "Attachment A: Statement of Work", dated "April 10, 2009").

This is a No Cost action and there are no additional funds provided.

Period of Performance: 12/22/2008 to 12/21/2013

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)
Tracey A. Fagan CFCM
Contracts Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Joseph F. Wolfinger

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Tracey A. Fagan
(Signature of person authorized to sign)

04/12/09

(Signature of Contracting Officer)

5-12-2009

NSN 7540-01-162-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
 CACT INC FEDERAL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged.				

ATTACHMENT A: STATEMENT OF WORK

Statement of Work for Systems Engineering and Technical Assistance (SETA) Support to Explosives Division

U.S. Department of Homeland Security Science and Technology Directorate Explosives Division

April 10, 2009

I. Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent to make America safer. The DHS Science and Technology (S&T) Directorate is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland.

This Statement of Work (SOW) describes the scope of contractor support needed by DHS/S&T Explosives Division (EXD) to effectively carry out its mission. EXD would like to open a competition using the Eagle Contract for the provision of systems engineering and strategic program support.

II. Scope of Work

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- **Testing and Integration.** Rapidly test and integrate developmental projects.
- **Pilot Development.** Effectively launch and transition pilot systems to end-user environments.
- **Production Readiness.** Craft production and lifecycle support methods for new and improved equipment deployment to the field.
- **Improve Mission Success.** Continuously validate its desired user capabilities throughout the development cycle by assessing threats, vulnerabilities, and countermeasures to ensure users achieve outcomes that improve their mission success.

ATTACHMENT A: STATEMENT OF WORK

Support Requirements

In light of the current gap between mission challenges and organizational capacity, EXD leadership has identified the need for continued expert contractor support to assist in linking the strategic objectives of EXD with the core operational functions of program development, execution, and transition. Specifically, contractor support is needed to assist with the implementation of the following objectives:

- Applying systems engineering principles to existing EXD Programs to assist in the development of comprehensive system design solutions that balance cost, schedule, performance, risk, program analysis and evaluation as well as acquisition management support while ensuring the accurate tracking of technical information needed for informed decision making.
- Developing and implementing life-cycle systems engineering processes, including the creation of methodologies that support the transition of research and development programs and products into EXD, and from EXD to the customer/end user. This will also include working with stakeholders to further define and implement operational requirements.
- Providing strategic program management support services which cover all aspects of EXD program planning, execution, strategic planning, quality assurance, quality control, risk management, and applying consistent monitoring and integration methodologies across all support tasks.

III. Specific Tasks

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks. This section will describe the objective of each task as well as the capabilities required of the contractor. The ability of the contractor to complete the tasks must be mandatory. Mandatory task completion is essential and must be met by the contractor in order to ensure regulatory compliance and meet the various needs of the Federal Government.

Specifically, the Contractor must possess the ability to complete the following mandatory tasks:

ATTACHMENT A: STATEMENT OF WORK

Scope of Services	Description
Strategic Program Management	<p>Provide a framework for organizing all EXD tasks, activities, and subsequent deliverables. These activities will ensure that the support provided to EXD is compliant with the over-all costs, schedule, scope, and resource expectations of EXD management. Contractor support may also be required to provide program management support to specific EXD programs for an interim or ongoing basis. In addition to managing overall program performance and risk, the strategic program management component should incorporate the following:</p> <ul style="list-style-type: none"> ○ Program Management Plan. ○ Risk Management Plan. ○ Change/Relationship Management. ○ Balanced Scorecard (EXD-wide and program specific). ○ Earned Value Management. ○ Financial Cost Management Program. ○ Program Analysis and Evaluation. ○ Acquisition Plans. ○ Program specific deliverables (as necessary). ○ Development of Reports and Other Documents. ○ Monthly Status Reporting.
Systems Engineering / Program Transition	<p>Possess a strong understanding of the DHS Research, Development, Test and Evaluation (RDT&E) process as well as specific systems engineering methodologies and tools such as Test Readiness Level (TRL), Requirements Analysis, Functional Analysis, and Design Synthesis. The contractor will be required to apply their knowledge of systems engineering to assist in the operational test and evaluation and requirements analysis of new and existing EXD programs. In addition, support will also be provided to the EXD Transition. Contractor support will be required to develop tools and methodologies supporting the transition of programs and products into EXD and from EXD to the customer/end user. When required, the contractor must possess the ability to quickly understand the requirements of transitioning programs and products and assist in the development of the critical documentation required to facilitate transition. Associated deliverables may include the following:</p> <ul style="list-style-type: none"> ○ EXD Program Requirements Analysis and Synthesis. ○ TRL Program Management Tools. ○ Technology Development and Acquisition Lifecycles. ○ Critical Documentation and Processes for Transitioning Programs and Products. ○ Technology Road mapping. ○ Concept of Operations Development. ○ Development of Reports and Other Documents.

IV. Deliverables

ATTACHMENT A: STATEMENT OF WORK

The Contractor shall provide all deliverables directly to the DHS S&T Contracting Officer's Technical Representative (COTR) with a copy of the transmittal letter to the Contracting Officer. All deliverables become the property of DHS and may not be further disseminated without prior written approval from DHS.

Additionally, a Monthly Program Status Report in a commercial format (to be approved by the COTR) is required. The Contractor shall deliver this report by the 15th calendar day of each contract month. This report will include:

- A description of the actual work performed by contractor.
- Metrics pertaining to financial, schedule, scope information, risk information, and performance assessment information of all work performed hereunder.
- Actual costs for the reporting month and cumulative costs for the contract to date.
- Budgeted costs for the reporting month and contract to date based on the work performed, and
- Estimated costs by month for the remainder of the performance period of the contract.

V. Other Contract Details

A. **Period of Performance.** This effort will be for one (1) base period of performance of twelve (12) months and four option periods, each for a period of twelve (12) months.

B. **Travel.** Travel may be required in the performance of the duties listed herein. It is anticipated that travel will be limited to the continental United States. The DHS S&T COTR must approve all travel. The DHS S&T COTR must approve all foreign travel in advance. All travel and other direct costs associated with the execution of the tasks indicated in this SOW will be reimbursed in accordance with the limits set forth in the Federal Travel Regulations, provided the performer provides appropriate supporting documentation.

C. DHS-Furnished Information.

1. DHS will provide certain DHS information, materials, and forms unique to DHS to the contractor to support certain tasks under this SOW.
2. The DHS S&T COTR identified in this SOW will be the point of contact (POC) for identification of any required information to be supplied by DHS.
3. The contractor will prepare any documentation according to the guidelines provided by DHS.

D. **DHS-Furnished Facilities, Supplies, and Services.** If work at DHS-provided facilities is necessary for the services being performed under this SOW, such facilities will be provided at S&T's office in Washington, D.C. Parking facilities are not provided, however several commercial parking facilities are located near S&T's office. Basic facilities such as work space and associated operating requirements (e.g., phones, desks, utilities, desktop

ATTACHMENT A: STATEMENT OF WORK

computers, and consumable and general purpose office supplies) will be provided to the contractor's personnel working in S&T's office.

- E. **Place of Performance.** EXD anticipates that this contract will be executed primarily at DHS facilities in metropolitan Washington D.C. Travel requirements are anticipated to support enterprise activities conducted at DHS S&T and affiliate sites and other locations and if so required, will be made part of the tasking accommodated within the existing ceiling to the fullest extent possible. At the direction of the Government, there may be a requirement to perform work at other locations on an as-needed basis. Approved incidental travel (local, state and national) will be reimbursed in accordance with Federal Travel Regulations.
- F. **DHS-Furnished Property.** DHS property will not be provided to the contractor unless otherwise agreed to in writing. In such instances, DHS will maintain property records.
- G. **Deliverables.** The Contractor will provide all deliverables identified in this SOW directly to the DHS S&T COTR.
- H. **Funding Requirements.** DHS will provide funding to the Contractor in accordance with DHS S&T's appropriations and available funds.
- I. **Security Requirements.**

- a. 13.2.3 Security Requirements:
52.204-2 Security Requirements.

As prescribed in 4.404(a), insert the following clause:

Security Requirements (Aug 1996)

(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.

(End of Clause.)

ATTACHMENT A: STATEMENT OF WORK

- b. Classified work is required up to TOP SECRET/SCI levels. When this is required, DHS will provide specific guidance and will provide appropriately cleared workspace for this level of clearance. The Contractor shall also adhere to applicable Government orders, guides, and directives pertaining to classified work.