

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. A00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE DHB/OPO/ITAC	7. ADMINISTERED BY (if other than Item 6) CODE DHB/OPO/ITAC		
Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528		Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528	
8. NAME AND ADDRESS OF CONTRACTOR (Firm, Street, County, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030		9A. AMENDMENT OF SOLICITATION NO. (a)	
CODE 6103202150000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. KSHQDC-D6-D-00024	
		10B. DATED (SEE ITEM 11) 06/28/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 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 closing hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE X	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 rate, 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: 43.103 (a) (3)
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: (614)
DUNS Number: 610320215+0000

See Attached.

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print) Janet L. Skahill, EAGLE Contract Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christina C. Honey
18B. CONTRACTOR/OFFEROR (Signature or print authorized to sign) (b(6))	18C. DATE SIGNED 5-5-2007
18B. CONTRACTOR/OFFEROR (Signature or print authorized to sign) (b(6))	18C. DATE SIGNED 3-7-07

NSM 2040-01-152-8070
Previous edition obsolete

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.543

Modification A00001 is being issued to make the following changes:

1. Contract Section F.9:

Revise the entire clause as follows:

F.9 Contract Status Report

The contractor shall provide a Monthly Task Order Activity Report, which documents the contractor's task order awards and modifications received during the period to be reported. The report is due by the 15th calendar day of each month with activity of the previous month. (For example: The report due February 15th is to cover the activity – new task orders awarded and new modifications received - for the period January 1st through January 31st. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. If there is no activity during the reporting period, a "no activity" report shall be submitted. The Monthly Task Order Activity Report shall be provided in Microsoft Excel format, as specified in Section J – List of Attachments, B-2 EAGLE Monthly Task Order Activity Report in accordance with the instructions and example provided within the spreadsheet. The specified format and corresponding instructions are hereby made part of this contract.

Additionally, the contractor shall provide copies of all task orders, including task order modifications that have been issued within the monthly reporting period. For purposes of this requirement, a task order will consist of the OF-347 or SF-30 and the SOW, SOO or PBW.

Monthly Task Order Activity Reports and copies of all basic task orders, including task order modifications shall be provided in electronic format and emailed to the EAGLE Contracting Officer at (b(2)) and the Program Manager at (b(2)). The subject line of the email notice presenting the submission of the monthly report shall be annotated with - **Monthly Task Order Activity Report (state the month)**.

2. Contract Section G.2.1:

Revise Paragraphs G.2.1(a) – (c) as follows:

G.2.1 Contracting Officer (CO) – Overall Contract Level

(a) The Contracting Officer (CO) within the Information Technology Acquisition Center has the overall responsibility for the EAGLE contracts. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The overall CO for this contract is:

Name: William Thoreen
Address: Department of Homeland Security
Office of Procurement Operations

Information Technology Acquisition Center
 245 Murray Drive, Bldg 410
 Washington, DC 20526
 Email: (b(2))

(b) Within that CO authority is the ability to delegate to an Administrative Contracting Officer (ACO) for the administration, management and oversight of the contracts. That delegation is as follows:

Name: Christina "Tina" Honey (large business)
 Alina Livengood (small business)
 Address: Department of Homeland Security
 Office of Procurement Operations
 Information Technology Acquisition Center
 245 Murray Drive, Bldg 410
 Washington, DC 20526
 Email: (b(2))

(c) The ACO points of contact work closely together to provide backup support for both large businesses and small.

3. G.4.4 Task Order Process

ADD clause (j) below as follows:

(j) Task Order Unique Labor Categories. Task Order Unique Labor Categories are those categories not currently listed in the EAGLE contract but may be required to perform certain task orders within the scope EAGLE. These additional labor categories and rates shall be approved by the EAGLE Contracting Officer (CO) prior to the award of the task order or task order modification. A recommendation by the TO CO shall be made to the EAGLE CO after proposal evaluations have been concluded. The TO CO will forward to the EAGLE CO the following: a justification for the unique labor category, a complete labor category description, and a rate price reasonableness analysis. The additional labor category and rate, once approved, shall apply to that task order only.

4. Subcontracting

Revise the entire clause as follows:

H.19 Subcontracting

(a) In accordance with FAR 52.244-2 - Subcontracts, including Alternate I (Jan 2006), if the Contractor does not have an approved purchasing system, the Contractor shall obtain written contract level Contracting Officer consent prior to subcontracting under a:

- (1) Cost-reimbursement, T&M or labor hour type contract (task order); or
- (2) Firm fixed price contract (task order) that exceeds \$75 million.

(b) If the Contractor has an approved purchasing system and consent is not required under paragraph (d) of FAR 52.244-2, the Contractor nevertheless shall obtain written contract level Contracting Officer consent prior to subcontract under a:

- (1) Fixed Price arrangement where 50% or more of the task order work to be conducted by the subcontractor.

The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of the FAR 52.244-2 Subcontracts clause.

The subcontracting plan small business goals for large businesses under this contract are as follows:

Type of Business	Goal % of Total Planned Subcontracting Dollars
Small Business (SB)	40%
Small Disadvantaged Businesses (SDB)	5%
Women-Owned Small Businesses (WOSB)	5%
Service-Disabled Veteran Owned Small Business (SDVOSB)	3%
Veteran-Owned Small Business (included in SDVOSB)	3%
HUBZone	3%

(c) The Government reserves the right to require a subcontracting plan, as prescribed in FAR 52.219-9, at the task order level.

(d) The Contractor may add or delete Subcontractors without the express written consent of the Government provided the conditions of paragraph (a) and (b) above are met. With regard to any labor hour or time and material task orders, any subcontractor approved for addition to the contract shall be reimbursed via the labor rates set forth in Attachment B-1. No additions or adjustments will be made to account for added Subcontractors.

5. Contract Section I

Revise Section I.1 Clauses Incorporated by Reference as follows:

Add: 52-222.50 Combating Trafficking in Persons (APR 2006)

Correct From: 52.246-6 Termination (Cost Reimbursement) (MAY 2004) and ALT IV (SEPT 1996)

Correct To: 52.249-6 – Termination (Cost Reimbursement) (MAY 2004) and ALT IV (SEPT 1996)

6. Contract Section I.2 Security Requirements for Unclassified IT Resources

Revise paragraph (e) as follows:

(e) Within * days after TO award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will be according to the criteria of the Homeland Security Information Technology Security program Publication, Volume I, Policy Guide, Part A, Sensitive Systems, or any replacement publication, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the task order as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the approved accreditation documentation.
* *to be specified on a TO basis.*

7. Delete Sections I.13 – I.15 and replace with a new HSAR Security Clause I. 13

I.13 Contractor Employee Access

(HSAR 3052.204-71) (JUN 2006) (If Required for a Task Order)

- (a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
- (1) Protected Critical Infrastructure Information(PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a

person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or Protection in accordance with subsequently adopted homeland security information handling procedures.
 - (b) "Information Technology Resources" includes, but are not limited to, computer equipment, networking, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
 - (c) Contractor employees working on a task order must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer under the task order. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on the task order unless the requirement is waived under Departmental procedures.
 - (d) The Task Order Contracting Officer may require the contractor to prohibit individuals from working on the task order if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
 - (e) Work under the task order may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after task order performance.
 - (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**Alternate I
(JUNE 2006)**

- (g) Before receiving access to IT resources under the task order, the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in the task order or approved by the COTR in writing as necessary for performance of the work under the task order. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the Statement of Work, other terms and conditions in the task order or as approved in writing by the COTR, is strictly prohibited. In the event of

- violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (i) Contractor access to DHS networks from a remote location is temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the task order, or Government Furnished Equipment (GFE).
 - (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the task order for any delays resulting from unauthorized use or access.
 - (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the task order, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - (1) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
 - (2) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and
 - (3) The waiver must be in the best interest of the Government.
 - (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the task order. Any additions or deletions of non-U.S. citizens after task order award shall also be reported to the Task Order Contracting Officer.

**ALTERNATE II
(JUNE 2006)**

- (m) Each individual employee working under the task order shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.
- (n) Contractor's shall identify in their task order proposals, the names and citizenship of all non-U.S. citizens proposed to work under the task order. Any additions or deletions of non-U.S. citizens after task order award shall also be reported to the Task Order Contracting Officer.

All other terms and conditions remain unchanged.

SECTION J – LIST OF ATTACHMENTS

B-1 Labor Rate Tables

B-2 EAGLE Monthly Task Order Activity Report

(End of Section J)

Contractor Name: Prime Contract Number:
EAGLE MONTHLY TASK ORDER ACTIVITY REPORT
Report Date: MM/DD/YYYY For the Period: MM/DD/YYYY to MM/DD/YYYY

Item Number	Customer Component Agency/Office	TO Title / Description	TO Number or Modification Number	Date of Task Order Award or Modification	TO Type	TO Functional Category	Period of Performance		Total TO Value (Including Options)	Amount Obligated	Task Order Contracting Officer			Task Order COIR			Contractor TO Manager			
							Start Date	End Date			Name	Phone	Email	Name	Phone	Email	Name	Phone	Email	
1	DEIS HQ - Prep/CMO	Infrastructure Integration Support Services	HSHQDC-07-J-001122	02/01/07	FFP	FC1	02/01/07	01/31/08	\$1,000,000.00	\$1,000,000.00	John Smith	202-555-1212	john.smith@dhs.gov	Jane Jones	301-555-1212	jane.jones@dhs.gov	Tom Thamb	703-555-1212	tom.thamb@dhs.gov	
2	USSS - CIO Transformation Office	IT Project and Portfolio Management	HSS01-07-J-0022	02/12/07	T&M	FC4	03/01/07	02/28/09	\$2,500,199.00	\$1,250,100	Sam Douglas	212-123-4567	sam.douglas@dhs.gov	Marin Long	987-343-4343	marin.long@dhs.gov	Gina Tim	987-121-2121	gina.tim@dhs.gov	
3	CBP - Border Security Division	Management Support of IT Help Desk	HSSC23-07-J-0015 / P0000	02/27/07	FFP	FC5			\$200,000.00	\$50,000.00	Billy Boy	999-909-9119	billy.boy@dhs.gov	Girly Girl	999-909-9999	girly.girl@dhs.gov	Sue Sily	999-909-8888	sue.sily@dhs.gov	

Guidance for Completing the EAGLE Monthly Task Order Activity Report

Header Fields

1st Line

Indicate Company Name and EAGLE Contract Number.

3rd Line

Indicate Report Date and the Period the report covers; put in MM/DD/YYYY format.

Data Fields

Item Number

Assign a sequential numeric value for each awarded Task Order and each Task Order Modification.

Customer Component – Agency/Office

Indicate the DHS Customer Component and Agency/Office for which the Task Order / Modification is being issued.

TO Title/Description

Provide the Title and/or short description of the awarded Task Order / Modification.

TO Number or Modification

Indicate the Task Order Number found on the award document or the Task Order Modification Number found on the Modification document.

Date of Task Order Award or Modification Issuance

Indicate the date the task order was awarded or the date the modification was issued; put in MM/DD/YYYY format.

TO Type

Indicate the type of Task Order Awarded (i.e. FFP, T&M, etc.).

TO Functional Category

Indicate the EAGLE Functional Category awarded under the Task Order (i.e. FC 1, FC2, etc.).

Period of Performance

Indicate the date to which the performance under the Task Order is to begin and the date for when performance is to end, to include all options. (Only indicate the start and end date for a listed Modification if the Modification changes the Task Order's Performance Period; otherwise leave blank.)

Total TO Value

Indicate the total value, inclusive of all options, of the awarded Task Order. (Enter the new total value amount for a listed Modification if the Modification was issued to change the Task Order's total value; otherwise leave blank.)

Amount Obligated to Date

Indicate the amount of funding that has been obligated on the awarded Task Order. (If a Modification was issued obligating additional funds to the Task Order, list that amount; otherwise leave blank.)

TO Contracting Officer

Indicate the Name, Phone Number, and Email address of the DHS Contracting Officer signing the Task Order Award document or the issued Modification.

TO COTR

Indicate the Name, Phone Number, and Email address of the assigned DHS Contracting Officer's Technical Representative for the awarded Task Order. (For a listed Modification, indicate the COTR for the Task Order being modified.)

Contractor TO Program Manager

Indicate the Name, Phone Number and Email address of the Company's Program Manager for the awarded Task Order. (For a listed Modification, indicate the Contractor TO Program Manager for the Task Order being modified.)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. A00002	3. EFFECTIVE DATE 12/05/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/ITAC	7. ADMINISTERED BY (if other than Item 6) Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS/OPO/ITAC
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMAINTOWN ROAD FAIRFAX VA 22030		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6103202150000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024	
		10B. DATED (SEE ITEM 11) 12/05/2007	

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 9 and 10, 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) Bilateral Agreement

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: 610320215+0000

Modification A00002 is being issued to make the following changes: (1) F.9 Contract Status Report; (2) Contract Section H.3; and (3) Contract Section H.32.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Janet L. Skahill, Eagle Contract Manager	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christina C. Boney
15C. CONTRACTOR/OFFICER (Signature of person authorized to sign) b(6)	15D. DATE SIGNED 12/18/07
15E. UNITED STATES OF AMERICA (Signature of Contracting Officer) b(6)	15F. DATE SIGNED 12/19/07

NSN 7540-01-182-9070
Previous edition unusable

STANDARD FORM 80 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 83.243

Modification A00002 is being issued to make the following changes:

#1. Contract Section F.9:

The language is deleted in its entirety and replaced with the following:

F.9 Contract Status Report

The contractor shall provide a Monthly Task Order Activity Report, which documents the contractor's task order awards and modifications received during the period to be reported. The report is due by the 15th calendar day of each month with activity of the previous month. (For example: The report due February 15th is to cover the activity – new task orders awarded and new modifications received - for the period January 1st through January 31st. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day. If there is no activity during the reporting period, a "no activity" report shall be submitted. The Monthly Task Order Activity Report shall be provided in Microsoft Excel format, as specified in Section J – List of Attachments, B-2 EAGLE Monthly Task Order Activity Report in accordance with the instructions and example provided within the spreadsheet. The specified format and corresponding instructions are hereby made part of this contract.

Additionally, the contractor shall provide copies of all task orders, including task order modifications that have been issued within the monthly reporting period. For purposes of this requirement, a task order will consist of the OF-347 or SF-30 and the SOW, SOO or PBW.

Monthly Task Order Activity Reports and copies of all basic task orders, including task order modifications shall be provided in electronic format and emailed to the EAGLE Contracting Officer at (b(2)) and the Program Manager at (b(2)). The subject line of the email notice presenting the submission of the monthly report shall be annotated with - **Monthly Task Order Activity Report (state the month)**.

#2. Contract Section H.3:

The language in Section H – Special Contracting Requirements, Paragraph H.3 is deleted in its entirety and replaced with the following:

H.3 Hardware and Software Acquisition

EAGLE is a "Solutions Based Contract." The Government anticipates that the majority of work awarded under this contract will be professional services. However, the contract is structured to permit purchase of a full-range of electronic and information technology solutions, including the hardware, software and enabling products necessary to implement these solutions. Inclusion of hardware/software acquisition on a TO is within the purview of the cognizant Government CO. Any hardware/software included must be considered to be critical and related to the services being acquired under a TO. Proposals submitted in response to individual TOs shall clearly identify and price any hardware, software or other products included as part of the

Contractor's proposal. Unless otherwise indicated, acceptance of a TO proposal resulting in issuance of a TO constitutes authorization to provide the proposed solution, including the hardware, software or other products proposed, subject to the requirements of Section H.5, Contractor Justification for Other Direct Costs (ODCs).

The Contractor is advised that DHS is an active participant in the Federal Electronics Challenge. The Government reserves the right to require or otherwise provide preference on Contractor solutions that include specific models of desktop computers, notebooks and monitors qualified through the Electronics Products Environmental Assessment Tool (EPEAT) or its successor. Specific requirements will be identified in Task Order Request Packages.

NOTE: In cases where an EAGLE contractor must purchase IT hardware and/or software to fully implement its solution, the DHS IT commodity initiative, referred to as FirstSource, has contracts with multiple highly qualified companies that should be considered as potential sources to fulfill those hardware and software requirements. EAGLE contractors should use their normal internal procurement procedures, whether soliciting and purchasing from a FirstSource contractor or from another contractor.

#3. Contract Section H.32:

The language in Section H – Special Contract Requirements, Paragraph H.32, Earned Value Management is deleted in its entirety and replaced with the following:

H.32 Earned Value Management

In accordance with OMB Circular A-11 and the Federal Acquisition Regulation, the Government will use Earned Value Management (EVM) to monitor applicable task orders under EAGLE. "Applicable" applies to tasks in development and to those that by their nature are complex or strategic or impose sufficient risk to the effort and therefore require the insight afforded by EVM. The Contractor shall use an Earned Value Management System (EVMS) that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-A, *Earned Value Management Systems*, originally approved May 19, 1998, first amended in 2002 ("the ANSI/EIA Standard"), and most recently on 9 July 2007 and published as Government Electronic and Information Technology Association's EIA-748-B. The Contractor shall also provide proof of the EVMS's compliance with the EIA-748 Standard, as described below.

1. Task orders greater than or equal to \$20M that have assets in development or of sufficient risk will require the use of an EIA-748-compliant EVMS to measure the cost, schedule, and performance of those assets against the established baseline
2. Application of EVMS and associated EIA-748 compliant systems for task orders with contract value of less than \$20M will be as directed by the Task Order Contracting Officer. The decision will be based on the risk and criticality of the task order to accomplish the goals for the overall investment program and the results of a cost benefit analysis (CBA).

Verification of the Earned Value Management System

- If the task order is subject to EVMS and is \geq \$50M, the Contractor must have a Government-verified EVMS. If the Contractor does not have a verifiable EVMS by task-order award, the Contractor shall develop an acceptable implementation plan providing the strategy for reaching verification of an EVMS and the milestones to accomplish it. The Task Order Contractor Officer's Technical Representative (COTR) must accept this plan prior to task-order award.
- If the task order is subject to EVMS and is greater than or equal to \$20M but less than \$50M, the Contractor must self-verify that the EVMS meets the EIA-748 standard. Contractors must use Attachment A, EVMS Self-Verification Form, to self-verify the compliance of its system in accordance with this paragraph.

The Government reserves the right to obtain independent verification of a Contractor's Earned Value Management System (EVMS), regardless of the type of verification previously completed.

The following table summarizes these requirements:

Task Order Level	EIA-748 Compliance
\geq \$50M	Full EIA-748 compliance Government-verified EVMS
\geq \$20M <\$50M	Full EIA-748 compliance Self-verified EVMS
<\$20M	Full EIA-748 compliance with self-verification, at the discretion of the Contracting Officer and the Program Manager, based on value, risk, and the nature of the work to be performed.

Integrated Baseline Reviews (IBRs)

The Contractor shall plan for and participate in integrated baseline reviews. Such reviews shall be scheduled as early as practicable. Typically the IBR will be conducted 90 calendar days after task order award but not later than 180 days after TO award as applicable. IBRs are expected to be held at key points during project development, such as at the completion of requirements development, at the end of the design phase, following development and testing prior to implementation and after incorporation of major task order modifications and the exercise of significant task order options. The objective of the integrated baseline review is for the Government and the Contractor jointly to assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resources, and identification of inherent risks.

Reporting Requirements and Data Transmission

For all task orders requiring EVM, the Government requires the information in four monthly Earned Value Reports: the Contract Performance Report (CPR) Formats 1, 3, and 5, as listed below, and the Contract Funds Status Report (CFSR) (attachments to be provided at the task order level). The Contractor shall use the information in these reports to analyze the

effectiveness of the EVMS and both the contract performance and the program progress. The Contractor shall take appropriate action based on those findings.

If the contractor EVMS data collection tool can output the raw data in ANSI Accredited Standards Committee (ASC) X.12 format, then the contractor may submit the EVM raw data to the Contracting Officer and Program Manager in that format. However, the government reserves the right to require contractors, with or without an automated EVMS, to transmit all required data in the appropriate formats by email using Microsoft-compatible software.

- **CPR Format 1** – WBS-oriented cost report. Costs are organized by WBS element at a level pre-determined by the Government.
- **CPR Format 3** – Baseline Report. This format provides information on the task order baseline; it tracks changes to it throughout the program's duration.
- **CPR Format 5** – Problem Analysis Report/Variance Narrative. This format provides explanations for cost and schedule variances that have exceeded threshold. It provides an explanation as to why the variance occurred and descriptions on how the program plans to resolve the cause of the variance.
- **CFSR** – Task Order Funds Status Report. The CFSR supplies funding data about task orders to Program Managers for:
 - Updating and forecasting contract funds requirements;
 - Planning and decision-making on funding changes in task orders;
 - Developing funds requirements and budget estimates in support of approved investments;
 - Determining funds in excess of contract needs and available for de-obligation;
 - Obtaining rough estimates of termination costs; and determining if sufficient funds are available by fiscal year to execute the task order.

Attachment A
Self-Verification
of
Earned Value Management System

This is a self-verification of the Earned Value Management System. It addresses *[contractor name, division, location]* use of the *[name of the contractor's EVMS]* to meet the Earned Value Management System Guidelines established by the ANSI Standard EIA-748-A.

We verify that *[name contractor's EVMS]*:

(1) Meets the basic requirements of EIA-748-B, Earned Value Management System Guidelines as applied to Section H, paragraph H.32 on the EAGLE contract. Internal documentation of the self-verification review/assessment will be available to the Government for review on request.

(2) Such systems and subsystems that have been self-verified as indicated above shall apply to task orders, which require compliance with Earned Value Management System Guidelines, under the EAGLE contract.

[Contractor name, division, location] agrees to maintain the *[name of the contractor's EVMS]* as an integrated management system through an internal and external surveillance program and agrees to notify the Task Order Contracting Officer within 30 days of knowledge that the above self-verified standards are no longer valid.

This will remain in force throughout the task order period of performance.

Program or Project Manager

Date

Task Order Contracting Officer

Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. A00003	3. EFFECTIVE DATE 04/11/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/ITAC	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS/OPO/ITAC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 6103202150000		FACILITY CODE	9B. DATED (SEE ITEM 11)
			x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-D6-D-00024
			10B. DATED (SEE ITEM 11) 06/28/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 10, 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)
N/A

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(a)(3) & 19.308(d)
	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: 610320215+0000
See attached pages 2 through 12.

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) Janet L. Skahill, Eagle Contract Mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christina C. Honey
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) b(6)	15C. DATE SIGNED 4-7-2008
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) b(6)	16C. DATE SIGNED 7-8-08

NS 1-01-152-8070
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Modification A00003 is issued to incorporate the following changes:

- Update the EAGLE Program Manager and Contracting Officer's Technical Representative (G.2)
- Update the Contracting Officer and Administrative Contracting Officer (G.2.1)
- Increase the dollar threshold for fair opportunity consideration from \$2,500 to \$3,000 (G.4.2)
- Add new special requirements: DHS Infrastructure and Enterprise Architecture Compliance (H.34), Security Review (H.35), Interconnection Security Agreements (H.36), Access to Unclassified Facilities, IT Resources and Sensitive Information (H.37) and relevant FAR Clauses (52.204-2 & 52.204-9)
- Add the FAR Clause 52.219-28, Post-Award Small Business Program Rerepresentation
- Update Section I.1 – FAR Clause Table

#1. Contract Section G.2:

The language is deleted in its entirety and replaced with the following:

G.2 Points of Contact

The following subsections describe the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at anytime.

EAGLE Program Manager and Contracting Officer's Technical Representative (COTR):

Name: Michael B. Smith
 Address: Department of Homeland Security
 Office of Procurement Operations
 Information Technology Acquisition Center
 Enterprise Solutions Office
 245 Murray Drive, Bldg 410
 Washington, DC 20526
 Email: (b(2))

Task Order Manager:

Written communications shall make reference to the contract number and shall be mailed to the address above (To be provided for each order where applicable).

#2. Contract Section G.2.1:

The language is deleted in its entirety and replaced with the following:

G.2.1 Contracting Officer (CO) – Overall Contract Level

- (a) The Contracting Officer (CO) within the Information Technology Acquisition Center

has the overall responsibility for the EAGLE contracts. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The overall CO for this contract is:

Name: Christina "Tina" Honey
 Address: Department of Homeland Security
 Office of Procurement Operations
 Information Technology Acquisition Center
 245 Murray Drive, Bldg 410
 Washington, DC 20526
 Email: (b(2))

(b) Within that CO authority is the ability to delegate to an Administrative Contracting Officer (ACO) for the administration, management and oversight of the contracts. That delegation is as follows:

Name: Christina "Tina" Honey
 Address: Department of Homeland Security
 Office of Procurement Operations
 Information Technology Acquisition Center
 245 Murray Drive, Bldg 410
 Washington, DC 20526
 Email: (b(2))

(c) The ACO provides support for both large and small businesses.

(d) The COTR, hereafter referred to as the EAGLE Program Manager, for this contract will be identified by the Contracting Officer through a written designation. A copy of the letter of designation with specific duties and responsibilities will be provided to the Contractor.

#3. Contract Section G.4.2:

The language is deleted in its entirety and replaced with the following:

G.4.2 Fair Opportunity Exceptions.

(a) In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR Part 16.505(b), the Task Order (TO) CO will provide all awardees a "fair opportunity" to be considered for each order in excess of \$3,000, unless one of the conditions below applies:

- (1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (2) Only one awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this

contract, provided that all awardees were given a fair opportunity to be considered for the original order (see "Note" below).

(4) It is necessary to place an order to satisfy a minimum guarantee.

In accordance with FAR Part 16.5, when an exception to the fair opportunity to be considered exists, the task order will be processed as a sole source procurement, including a sole source justification. The sole source justification must be approved by the TO CO, and submitted to the Enterprise Solution Office (ESO) for review and approval prior to issuance of the TO.

Note: If the order is a follow-on to a TO that was not issued under EAGLE, or is a delivery order for which the EAGLE awardees were not given the opportunity to compete, this exception CANNOT be used.

#4. Contract Section H.34:

Incorporate the following language in Section H – Special Contract Requirements, Paragraph H.34, DHS Infrastructure and Enterprise Architecture Compliance:

H.34 DHS Infrastructure and Enterprise Architecture Compliance

All back-end system hardware and/or software must be located in the DHS Consolidated Data Center unless a waiver is approved by the DHS CIO. All DHS Wide Area Network circuits must be part of the OneNet architecture unless a waiver is approved by the DHS CIO.

DHS Enterprise Architecture Compliance

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following Homeland Security Enterprise Architecture (HLS EA) requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.
- In compliance with OMB mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

DHS Geospatial Information System Compliance

All implementations shall comply with the policies and requirements set forth in the DHS Geospatial Information Infrastructure (GII), including the following:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware or software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- The DHS geospatial data model shall be used building to the GII.

- All data within the GII, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.

#5. Contract Section H.35

Incorporate the following language in Section H – Special Contract Requirements, Paragraph H.35 Security Review:

H.35 Security Review

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the organization of the DHS Office of the Chief Information Officer, the Office of the Inspector General, authorized COTR, and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. The Contractor will contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to the DHS. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS data or the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

#6. Contract Section H.36

Incorporate the following language in Section H – Special Contract Requirements, Paragraph H.36 Interconnection Security Agreements:

H.36 Interconnection Security Agreements

Interconnections between DHS and non-DHS IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements.

#7. Contract Section H.37

Incorporate the following language in Section H – Special Contract Requirements, Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information:

H.37 Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 *Safeguarding Sensitive But Unclassified (For Official Use Only) Information*, describes how contractors must handle

sensitive but unclassified information. DHS MD 4300.1 *Information Technology Systems Security* and the *DHS Sensitive Systems Handbook* prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering contractors specifically for all Task Orders under EAGLE that require access to facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the contractor except as specified in the task order.

#8. Contract Section I.1:

The language is deleted in its entirety and replaced with the following:

I.1 Clauses Incorporated By Reference

(FAR 52.252-2) (FEB 1998)

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 may be accessed electronically at these Internet addresses: <http://www.arnet.gov>.

FAR Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (JUL 2006)
52.204-9	Personal Identity Verification of Contractor Personnel (NOV 2006)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records-Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
52.215-12	Subcontractor Cost Or Pricing Data (Oct 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)

52.215-18	Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.216-18	Ordering (OCT 1995). <i>Fill in:</i> Date of award through last day of contract period, as renewed.
52.216-19	Order Limitations (OCT 1995) <i>Fill ins:</i> (a) \$2500 (b)(1) N/A 2) N/A 3) N/A (d) 3
52.216-22	Indefinite Quantity (OCT 1995) <i>Fill in:</i> contract expiration date plus 24 months.
52.217-8	Option to Extend Services (NOV 1999) <i>Fill in:</i> Within 60 calendar days
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
52.219-6	Notice of Total Small Business Set-Aside (JUNE 2003)- <i>Applicable to Small Business Portion Only</i>
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (SEP 2006)
52.219-14	Limitations on Subcontracting (DEC 1996)- <i>Applicable to Set Aside TOs Only</i>
52.219-16	Liquidated Damages--Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999)
52.219-28	Post-Award Small Business Program Representation (JUN 2007)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-48	Exemption From Application Of Service Contract Act Provisions – Contractor Certification (JUN 2006)
52.222-50	Combating Trafficking in Persons (Apr 2006)
52.223-5	Pollution Prevention and Right-To-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (AUG 2000)
52.223-14	Toxic Chemical Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)

52.225-5	Trade Agreements (NOV 2006)
52.225-8	Duty-Free Entry (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General - Alternate IV (JUN 1987)
52.227-19	Commercial Computer Software - Restricted Rights (JUN 1987)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-7	Insurance - Liability to Third Persons (MAR 1996)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-6	Administration of Cost Accounting Standards (APR 2005)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts (AUG 2005)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2003)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003) ALT I (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) ALT I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)

52.242-3	Penalties for Unallowable Costs (MAR 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-2	Changes – Cost Reimbursement (AUG 1987) ALT I and ALT II (APR 1984)
52.243-3	Changes–Time and Material or Labor Hours (SEP 2000)
52.244-2	Subcontracts ALT I (JUN 2007)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (MAR 2007)
52.245-1	Government Property (JUN 2007)
52.245-2	Government Property Installation Operation Services (JUN 2007)
52.245-5	[Removed and Reserved]
52.246-25	Limitation of Liability – Services (FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price)(MAY 2004)
52.249-4	Termination for Convenience of the Government (Services)(Short-Form)(APR 1984)
52.249-6	Termination (Cost Reimbursement)(MAY 2004) and ALT IV (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

All companies represented as small business concerns at the time of the initial contract award are required to provide small business rerepresentation through this Contract Modification A00003. Clause 52.219-28 applies to all small business concerns and is provided as follows:

52.219-28 Post-Award Small Business Program Rerepresentation.

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts,

and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _ is, _ is not a small business concern under NAICS Code _____ assigned to contract number _____

Contractor Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

#9. Contract Section I.2:

The language is deleted in its entirety and replaced with the following:

**I.2 Security Requirements For Unclassified Information Technology Resources
(HSAR 3052.204-70) (JUN 2006) (If required for a Task Order)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location.

This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within ["insert number of days"] days after task order award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the task order as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer

systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the task order, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the task order, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after task order award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the task order as a compliance document. The contractor shall comply with the approved accreditation documentation.

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 Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/ITAC	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS/OPO/ITAC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6103202150000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024	
		10B. DATED (SEE ITEM 11) 06/28/2006	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

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

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

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

Tax ID Number: (b(4))
DUNS Number: 610320215+0000

The purpose of this modification P00001 is to change the contractor's address as follows:

Change the address: From: 77A Street, Needham, MA 02494-2806 To: 3211 Jermantown Road, Fairfax, Va 22030.

All other terms and conditions remain unchanged.

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)	
		Christina C. Honey	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b(6))	06/15/2006
		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 11/08/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/ITAC	7. ADMINISTERED BY (if other than Item 6) Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS/OPO/ITAC
8. NAME AND ADDRESS OF CONTRACTOR (Ita., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6103202150000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024	10B. DATED (SEE ITEM 11) 11/08/2007

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) Bilateral Agreement

14. 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: 610320215+0000
 The purpose of this modification P00002 is to correct Government site labor rates for (b(4)) and (b(4)) (b(4)) The following are the correct labor categories and associated labor rates for all years.
 Year One
 (b(4)) (b(4))
 (b(4)) (b(4))

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.

16A. NAME AND TITLE OF SIGNER (Type or print) Janet L. Skahill, Eagle Contract Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christina C. Honey
16B. CONTRACTOR/OFFEROR (b(4))	16C. DATE SIGNED 11/8/2007
(Signature of person authorized to sign)	16B. UNIT (b(4))
	16C. DATE SIGNED 12/19/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-06-D-00024/P00002

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
GENERAL DYNAMICS ONE SOURCE LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Year Two ((b(4))) ((b(4)))				
	Year Three ((b(4))) ((b(4)))				
	Year Four ((b(4))) ((b(4)))				
	Year Five ((b(4))) ((b(4)))				
	Option Year One ((b(4))) ((b(4)))				
	Option Year Two ((b(4))) ((b(4)))				