

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00004 07/21/2008 RUIO-08-00490

6. ISSUED BY CODE DHS/OPO/ITAC 7. ADMINISTERED BY (if other than Item 6) CODE DHS/OPO/ITAC

U.S. Dept. 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 (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

KADIX SYSTEMS LLC
 4245 NORTH FAIRFAX DRIVE
 SUITE 700
 ARLINGTON VA 222031649

10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSHQDC-06-D-00047
 HSHQDC-07-J-00677

10B. DATED (SEE ITEM 11) 09/26/2007

CODE 1273278770000 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 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) Net Increase: \$3,498,609.90
 OITS008-000-IT-21-11-00-000-02-05-0100-00-00-00-00-GE-OE-25-37-000000

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:
 D. OTHER (Specify type of modification and authority)
 X Unilateral, FAR Clause 52.217-9 "Option to Extend the Term of the Contract"

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.)

DUNS Number: 127327877+0000
 The type of contract for this task order is a hybrid that includes Time and Materials rates, and Firm Fixed Unit Rates.

1. The purpose of the modification is to exercise and fund Option Year 1 (SubCLINs 02A through 02G). Additionally, this modification is adding SubCLIN 2H which is the **b(4)** **b(4)** associated with Option Year 1. Lastly, this modification changes the not-to-exceed ceiling amount from \$6,328,422.40 to \$6,635,857.15.

2. In accordance with FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000), the contract new period of performance is September 10, 2008 through September 09, 2009.
 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) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Irma L. Scott

15B. CONTRACTOR/OFFEROR 16B. DATE SIGNED 16C. UNITED STATES OF AMERICA 16C. DATE SIGNED
 _____ **b(6)** _____ 8/28/2008

NAME OF OFFEROR OR CONTRACTOR
KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. The total contract value is increased by \$3,498,609.90 from \$3,137,247.25 to \$6,635,857.15.</p> <p>4. All other terms and conditions remain unchanged. Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 09/30/2007 to 09/09/2009</p> <p>Add Item 0002A as follows:</p>				
0002A	<p>Task 1 - Performance Scorecards</p> <p>b(4) b(4)</p> <p>b(4)</p> <p>The total NOT-TO-EXCEED amount for this task is b(4)</p> <p>Task 1 - Performance Scorecards</p> <p>b(4) - b(4) =</p> <p>The total NOT-TO-EXCEED amount for this task is b(4)</p> <p>Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Period of Performance: 09/10/2008 to 09/09/2009</p> <p>Add Item 0002B as follows:</p>				b(4)
0002B	<p>Task 2 - Information Security Tool Content Management</p> <p>b(4) b(4)</p> <p>The total NOT-TO-EXCEED amount for this task is b(4)</p> <p>Task 2 - Information Security Tool Content Management</p> <p>b(4) b(4)</p> <p>The total NOT-TO-EXCEED amount for this task is Continued ...</p>				b(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00047/HSHQDC-07-J-00677/P00004

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NAME OF OFFEROR OR CONTRACTOR
 KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002C	<p>b(4)</p> <p>Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Period of Performance: 09/10/2008 to 09/09/2009</p> <p>Add Item 0002C as follows:</p> <p>Task 3 - Compliance Review</p> <p>b(4)</p> <p>The total NOT-TO-EXCEED amount for this task is b(4)</p> <p>Task 3 - Compliance Review</p> <p>b(4)</p> <p>The total NOT-TO-EXCEED amount for this task is b(4)</p> <p>Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Period of Performance: 09/10/2008 to 09/09/2009</p> <p>Add Item 0002D as follows:</p>				b(4)
0002D	<p>Task 4 - Financial Audits Remediation Support</p> <p>b(4)</p> <p>The total NOT-TO-EXCEED amount for this task is b(4)</p> <p>Task 4 - Financial Audits Remediation Support</p> <p>b(4)</p> <p>The total NOT-TO-EXCEED amount for this task is b(4)</p> <p>Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p> <p>Period of Performance: 09/10/2008 to 09/09/2009</p> <p>Add Item 0002E as follows:</p>				b(4)
0002E	<p>Task 5 - Assistance Visits</p> <p>b(4)</p> <p>Continued ...</p>				b(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total NOT-TO-EXCEED amount for this task is b(4) Task 5 - Assistance Visits b(4) b(4) The total NOT-TO-EXCEED amount for this task is b(4) Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Period of Performance: 09/10/2008 to 09/09/2009 Add Item 0002F as follows:				
0002F	Task 6 - Helpdesk Support b(4) b(4) b(4) The total NOT-TO-EXCEED amount for this task is b(4) Task 2 - Information Security Tool Content Management b(4) b(4) = b(4) The total NOT-TO-EXCEED amount for this task is b(4) Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Period of Performance: 09/10/2008 to 09/09/2009 Add Item 0002G as follows:				b(4)
0002G	Task 7 - Adhoc Report b(4) b(4) b(4) b(4) The total NOT-TO-EXCEED amount for this task is b(4) Task 7 - Adhoc Report b(4) b(4) b(4) The total NOT-TO-EXCEED amount for this task is b(4) Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES Continued ...				b(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00047/HSHQDC-07-J-00677/P00004

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NAME OF OFFEROR OR CONTRACTOR
 KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002H	Period of Performance: 09/10/2008 to 09/09/2009 Add Item 0002H as follows: Other Direct Cost calculates as (S) (b)(4) of the total funded amount of SubCLINs 2A through 2G. The total NOT-TO-EXCEED amount for Other Direct Cost is (b)(4) Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 04/09/2008	4. REQUISITION/PURCHASE REQ. NO. RUIO-08-00237	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPC/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/OPC/ITAC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KADIX SYSTEMS LLC 4245 NORTH FAIRFAX DRIVE SUITE 700 ARLINGTON VA 222031649		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1273278770000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00047 HSHQDC-07-J-00677	10B. DATED (SEE ITEM 11) 09/26/2007

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 6 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) Net Increase: \$1,489,432.90
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, FAR Clause 52.243-3 "Changes - Time and Material or Labor Hours"

6. 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: 127327877+0000

The type of contract for this task order is a hybrid that includes Time and Materials rates, and Firm Fixed Unit Rates.

1. The purpose of this modification is to fund three (3) optional Contract Line Item Numbers (CLINs) on the Base Year period. The three (3) optional CLINs are 1A, 1F, and 1G. This modification also adds the rates on CLIN 0001, which was not included at the time of award. Additionally, this modification is adding SubCLIN 1H which is the Other Direct Cost for funding the three (3) optional CLINs.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 6A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) DAISY LAUMAN/CEO	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Irma L. Scott
16. DATE SIGNED 6/6	17. UNITED STATES OF AMERICA 6/6
16. DATE SIGNED 05/01/08	18. DATE SIGNED 5/5/2008

NSN 7540-01-152-80/0
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00047/HSHQDC-07-J-00677/P00003

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NAME OF OFFEROR OR CONTRACTOR
 KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The total contract value is increased by \$1,489,432.90 from \$1,647,814.35 to \$3,137,247.25.</p> <p>3. All other terms and conditions remain unchanged.</p> <p>Discount Terms: Net 30</p> <p>Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 09/30/2007 to 09/09/2008</p> <p>Add Item 0001A as follows:</p> <p>0001A Task 1 - Performance Scorecards [REDACTED] [REDACTED] [REDACTED] The total NOT-TO-EXCEED amount for this task is [REDACTED].</p> <p>Task 1 - Performance Scorecards [REDACTED] [REDACTED] [REDACTED] [REDACTED] The total NOT-TO-EXCEED amount for this task is [REDACTED].</p> <p>Accounting Info: OITS008-000-IT-21-11-00-000-02-05-0100-00-00-00-00 -GE-OE-25-37-000000 Funded: [REDACTED]</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				<p>[REDACTED]</p>
0001	<p>ISO Compliance Support for the base year. Period of Performance is September 30, 2007 through September 9, 2008.</p> <p>CLIN 1A - Performance Scorecard (Optional) Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00047/HSHQDC-07-J-00677/P00003

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NAME OF OFFEROR OR CONTRACTOR
 KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001H	<p>b(4) b(4)</p> <p>CLIN 1B - Information Security Tool Center Management (Optional) b(4) b(4)</p> <p>CLIN 1C - Compliance Review b(4) b(4)</p> <p>CLIN 1D - Financial Audits Remediation Support b(4)</p> <p>CLIN 1E - Assistance Visits (Optional) b(4)</p> <p>CLIN 1F - Helpdesk Support (Optional) b(4)</p> <p>CLIN 1G - Adhoc Reporting (Optional) b(4)</p> <p>Accounting Info: OITS001-000-IT-21-11-01-000-02-05-0100-00-00-00-00 -GE-OE-25-37-00-000000 Funded: \$0.00</p> <p>Add Item 0001H as follows:</p> <p>This PR is to MOD Task Order# HSHQDC-07-J-00677 to fund Optional CLINS 1A Performance Scorecard, 1F Helpdesk Support, and 1G Adhoc Reporting.</p> <p>Other Direct Cost calculates as b(4) of the total funded amount of Optional CLINS 1A, 1F, and 1G. The total NOT-TO-EXCEED amount for Other Direct Cost is b(4).</p> <p>Accounting Info: OITS008-000-IT-21-11-00-000-02-05-0100-00-00-00-00 -GE-OE-25-37-000000 Funded: b(4) Continued ...</p>				b(4)

NAME OF OFFEROR OR CONTRACTOR
KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001G	<p>Add Item 0001G as follows:</p> <p>Task 7 - Adhoc Report b(4) b(4) b(4) The total NOT-TO-EXCEED amount for this task is b(4).</p> <p>Task 7 - Systems Architect - b(4) b(4) The total NOT-TO-EXCEED amount for this task is b(4).</p> <p>Accounting Info: OITS008-000-IT-21-11-00-000-02-05-0100-00-00-00-00 -GE-OE-25-37-000000 Funded: b(4)</p>				b(4)
0001F	<p>Add Item 0001F as follows:</p> <p>This PR is to MOD Task Order# HSHQDC-07-J-00677 to fund Optional CLINS 1A Performance Scorecard, 1F Helpdesk Support, and 1G Adhoc Reporting.</p> <p>Task 6 - Helpdesk Support Information Technology Consultant - b(4) b(4) b(4) The total NOT-TO-EXCEED amount for this task is b(4).</p> <p>Task 6 - Helpdesk Support System Architect - b(4) b(4) The total NOT-TO-EXCEED amount for this task is b(4).</p> <p>Accounting Info: OITS008-000-IT-21-11-00-000-02-05-0100-00-00-00-00 -GE-OE-25-37-000000 Funded: b(4)</p>				b(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00002 See Block 16C RUIO-08-00099

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than Item 6) CODE
 DHS/OPO/ITAC DHS/OPO/ITAC

U.S. Dept. 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 (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 KADIX SYSTEMS LLC 4245 NORTH FAIRFAX DRIVE SUITE 700 ARLINGTON VA 222031649
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00047 HSHQDC-07-J-00677
 10B. DATED (SEE ITEM 11) 09/26/2007
 CODE 1273278770000 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 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) Net Increase: \$427,814.35
 OITS008-000-IT-21-11-00-000-02-05-0100-00-00-00-00-GE-OE-25-37-000000

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:
 D. OTHER (Specify type of modification and authority)
 X Bilateral agreement of parties.

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

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

DUNS Number: 127327877+0000
 1. SubCLIN 1B entitled "Information Security Tool Center Management (Optional) is hereby exercised and funded in the amount of b(4).
 2. SubCLIN 1E entitled, "Assistance Visits (Optional) is hereby exercised and funded in the amount of b(4).
 3. CLIN 0003 entitled "Other Direct Costs - Travel" is hereby incorporated and funded in the amount of XXXXXXX. The following language concerning travel is hereby incorporated: "Travel may be required in the performance of this requirement. In addition to the EAGLE contract travel Clause H6.1, if travel is required, the Contractor must obtain travel
 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) 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 DAISY LAGMAN / CEO Andrew H. Cole
 15C. DATE SIGNED 15D. DATE SIGNED
 b(6) 02/06/08 b(6) 02/11/2008

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00047/HSHQDC-07-J-00677/P00002

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NAME OF OFFEROR OR CONTRACTOR
 KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>authorization from the Contracting Officer's Technical Representative (COTR) prior to the start of any travel. All travel costs, including per diem and private auto mileage rates shall be in accordance with the Federal Travel Regulations (FTR) (for travel in 48 contiguous states), the Joint Travel Regulations, DoD civilian personnel, volume 2, Appendix A (for travel to Alaska, Hawaii, Puerto Rico, and the U.S. territories and possessions), and if required by the SOW, the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" (for travel not covered in the Federal Travel Regulations or Joint Travel Regulations). Travel expenses shall be separately identified on invoices accompanied by all paid receipts during the time of travel.</p> <p>The Contractor personnel working in the Washington, DC metropolitan area will not be paid local travel costs." Delivery: 09/08/2008 Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 09/30/2007 to 09/09/2008</p> <p>Add Item 00011B as follows:</p>				
00011B	<p>Information Security Tool Center Management Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p>				b(4)
	<p>Add Item 00011E as follows:</p>				
00011E	<p>Assistance Visits Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES</p>				b(4)
	<p>Add Item 0003 as follows: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00047/HSHQDC-07-J-00677/P00002

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NAME OF OFFEROR OR CONTRACTOR
 KADIX SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Other Direct Costs - Travel. (Base Period) Product/Service Code: D302 Product/Service Description: ADP SYSTEMS DEVELOPMENT SERVICES				b(4)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 10/10/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. 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) KADIX SYSTEMS LLC 4245 NORTH FAIRFAX DRIVE SUITE 700 ARLINGTON VA 222031649	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00047 HSHQDC-07-J-00677 10B. DATED (SEE ITEM 11) 09/26/2007
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CODE 1273278770000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
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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 compiling 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: 127327877+0000
The purpose of this modification is to change contracting officers.

Thus,

The pre-award Contracting Officer Courtney Byrd has been changed to the Administrative Contracting Officer Irma Scott. Irma Scott may be reached at 202-447 **b(2)**

All other terms and conditions remain unchanged.
Period of Performance: 09/30/2007 to 09/09/2008

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) Courtney Byrd
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED b(6)
	16C. DATE SIGNED 10-10-07

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/26/2007	2. CONTRACT NO. (If any) HSHQDC-D6-D-00047	5. SHIP TO: a. NAME OF CONSIGNEE Department of Homeland Security
--------------------------------	---	--

3. ORDER NO. HSHQDC-07-J-00677	4. REQUISITION/REFERENCE NO. RUIO-07-00406
-----------------------------------	---

5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528	b. STREET ADDRESS 245 Murray Lane Bldg. 410
	c. CITY Washington
	d. STATE DC
	e. ZIP CODE 20528

7. TO: a. NAME OF CONTRACTOR KADIX SYSTEMS LLC	f. SHIP VIA
--	-------------

b. COMPANY NAME	8. TYPE OF ORDER
-----------------	------------------

c. STREET ADDRESS 4245 NORTH FAIRFAX DRIVE SUITE 700	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
--	---	---

d. CITY ARLINGTON	e. STATE VA	f. ZIP CODE 222031649
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9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE Department of Homeland Security
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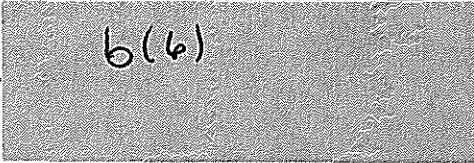
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
---	---------------------------------

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS Net 30
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 6(4) DUNS Number: 127327877+0000 The purpose of this Task Order is to provide ISO Compliance Support to the Information Security Office (ISO) in accordance with Kadix quotation submitted Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(i) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME Department of Homeland Security			\$1,220,000.00
b. STREET ADDRESS (or P.O. Box) Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410			17(j) GRAND TOTAL
c. CITY Washington	d. STATE DC	e. ZIP CODE 20528	
			\$1,220,000.00

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Courtney Byrd TITLE: CONTRACTING/ORDERING OFFICER
--	--

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2005)
Prescribed by GSA/FAR 48 CFR 83.21(x)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

2 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/26/2007	CONTRACT NO. HSHQDC-06-D-00047	ORDER NO. HSHQDC-07-J-00677
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>on September 20, 2007 under Task Order Request HSHQDC-07-R-00181 and as set forth herein.</p> <p>The "type of contract" for this Task Order is a hybrid that includes Time-and-Materials rates, and Firm Fixed Unit Rates.</p> <p>The total not-to-exceed ceiling amount for this Task Order is \$6,328,422.40.</p> <p>The contractor shall perform CLIN 1C - Compliance Review and CLIN 1D - Financial Audits Remediation Support for a period of performance Eleven (11) months and twelve (12) days after award.</p> <p>Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.</p> <p>Admin Office: Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Accounting Info: OITS001-000-IT-21-11-01-000-02-05-0100-00-00-00-00-GE-OE-25-37-00-000000 Period of Performance: 09/30/2007 to 09/09/2008</p> <p>ISO Compliance Support for the base year. Period of Performance is September 30, 2007 through September 9, 2008.</p> <p>Continued ...</p>				1,220,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

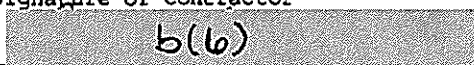
3

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/26/2007 CONTRACT NO. HSHQDC-06-D-00047

ORDER NO. HSHQDC-07-J-00677

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0002	<p>CLIN 1A - Performance Scorecard (Optional) CLIN 1B - Information Security Tool Center Management (Optional) CLIN 1C - Compliance Review CLIN 1D - Financial Audits Remediation Support CLIN 1E - Assistance Visits (Optional) CLIN 1F - Helpdesk Support (Optional) CLIN 1G - Adhoc Reporting (Optional)</p> <p>ISO Compliance Support for the Option year one (1). Period of Performance is September 10, 2008 through September 9, 2009.</p> <p>CLIN 2A - Performance Scorecard CLIN 2B - Information Security Tool Center Management CLIN 2C - Compliance Review CLIN 2D - Financial Audits Remediation Support CLIN 2E - Assistance Visits CLIN 2F - Helpdesk Support CLIN 2G - Adhoc Reporting</p> <p>Signature of Contractor  b(6)</p> <p>Name and Title of Signer <u>DAISY LAYMAN, CEO</u> (type or print)</p> <p>Date of Acceptance <u>9/26/07</u></p> <p>Amount: \$0.00 (Option Line Item) 09/29/2008</p> <p>The total amount of award: \$1,220,000.00. The obligation for this award is shown in box 17(i).</p>				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

Statement of Work (SOW)
for
Support Services for the Department of Homeland Security (DHS)
Information Security Compliance Program

1. PURPOSE

The Department of Homeland Security (DHS) Information Security Office (ISO) seeks a contractor to support the operational aspects of implementing the annual Information Security Performance Plan and supporting reporting requirements, Federal Information Security Management Act (FISMA), Federal Managers' Financial Integrity Act (FMFIA), and Federal Financial Management Improvement Act (FFMIA) compliance, and other program support tasks. The contractor shall be responsible for implementing defined, repeatable processes for completing routine activities (e.g., monthly or weekly reporting) and ensuring the accuracy of the data being reported.

The contractor shall be responsible for managing and implementing the support tools necessary to support accomplishment of this Statement of Work (SOW). These tools and resources provide the primary mechanism for data collection and reporting but may be supplemented with on-site visits as necessary to validate data. The current DHS Information Assurance (IA) Compliance System includes:

- TrustedAgent FISMA (TAF) – Provides the annual National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 self-assessment, centralized Plan of Action and Milestones (POA&M) support, audit report tracking, and Federal Information Security Management Act (FISMA) reporting.
- Risk Management System (RMS) – Provides an enterprise-wide certification and accreditation (C&A) capability.
- Integrated Inventory Database (IID) – Provides a centralized data source for reporting that integrates elements from the previous two tools and other sources as identified by DHS.
- Managed Services/Help Desk – Supports the tools previously mentioned and provide subject matter expertise for the Information Security Compliance Program and assists the ISO with IA Compliance training and educating users.

2. MISSION

The mission of the DHS Information Security Program is to provide the Department a secure and trusted computing environment. Information security is an essential business function, critical to enabling DHS to conduct its operations and deliver service to the public. The DHS information security program provides direct support to the Department's missions.

Under the leadership of the Chief Information Security Officer (CISO), the DHS Information Security Program supports the Department's implementation of all applicable regulatory requirements including the Computer Security Act, FISMA, the Clinger-Cohen Act, relevant Office of Management and Budget (OMB) Circulars, Executive Orders, and Homeland Security Presidential Directives (HSPD).

The CISO has established a 5-year plan for improving the overall Information Security at the Department. In support of that 5-year plan, the CISO defines annual Performance Plan metrics and objectives for addressing weaknesses and improving the overall posture of the DHS Information Security Program. This SOW supports the implementation of the annual targets necessary to make progress.

3. BACKGROUND

The ISO currently operates multiple contract vehicles for the collection, validation and reporting of compliance and program related data. In order to streamline this process and integrate the various tasks into a more cohesive approach, the tasks from multiple contract vehicles are consolidated in this SOW.

4. SCOPE

The contractor shall provide assistance, as required by the Government to support the DHS Information Security Office and its mission.

The government reserves the right to add, delete, or modify any or all of the tasks referenced in this SOW based on the current requirements of the Departments Information Security Office. All tasks, unless otherwise specified, are to be considered as on-going and should not require follow on information at the end of each performance period unless otherwise directed by DHS.

Should the requirements for a task be subject to change, either pursuant to Federal Regulations or Congressional mandate, modifications to the SOW may be necessary and implemented by a modification of the contract.

Tasks

1. Performance Scorecards – The contractor shall generate accurate and timely department-wide and component-specific performance scorecards as defined by the annual DHS Information Security Performance Plan. The scorecards are used for reporting compliance and progress to both the DHS Chief Information Officer (CIO) Council and the DHS Information System Security Board (ISSB) among others. The contractor will deliver the scorecard with not errors no later than the 5th of each month or other times as agreed upon by the government and the contractor. The contractor will correct any errors discovered by the government within 8 hours of notification of the error. Responsiveness and number of errors will be noted in writing in the government's monthly contractor performance evaluation review (CPER). All scorecard rework resulting from contractor errors will be accomplished at not cost to the government.

2. Information Security Tool Content Management – The contractor shall maintain the DHS IA Compliance System content to ensure that the tools/resources align with the evolving DHS policy, handbooks, guidance, and operations. The contractor will provide a monthly report of changes completed or pending. All changes to policy, handbooks, guidance, and information security operations will be reflected in the DHS IA Compliance content within 5 days of notification on the need for a change in content. The contractor will be evaluated for responsiveness and number of error in writing in the monthly CPER. All content rework resulting from contractor errors will be accomplished at not cost to the government.
3. Compliance Reviews – The contractor shall conduct compliance reviews, e.g. document reviews and on-site visits, to verify the quality and accuracy of data reported to the DHS IA Compliance System by the Components. DHS collected approximately 8,000 documents are part of the DHS Information Security Office activities in Fiscal Year 2006. That number is expected to increase in future years. Compliance review methodologies shall be documented by the contractor and approved by the government. Contractor performance will be evaluated based on the percentage of acceptable/rejected documents reviewed by the team verses the number of documents later found to be unacceptable/acceptable by the government during its quality review. The variance will not exceed 0.5%.
4. Financial Audits Remediation Support – The contractor shall provide technical support to the remediation process, component training, and support for audit response. The contractor shall also support the ISO Program Weakness Remediation process. The contractor shall develop and maintain processes for weakness management.
5. Assist Visits – The contractor shall conduct component and system level assist visits as requested. Assist visits are focused on helping end-users implement specific policy or compliance requirements, such as Certification and Accreditation (C&A) document improvements, and financial and IT security weakness remediation. The contractor and the Government will coordinate to develop schedules and reviews on an on-going basis. Contractor performance will be evaluated on a monthly basis in the CPER based adherence to agreed upon schedule and component feedback. Component feedback will address subject matter expertise of the reviewer and preparation to conduct the review.
6. Subject Matter Expertise – The contractor shall provide subject matter experts (SMEs) to support the DHS IA Compliance System. The SME(s) shall be knowledgeable about the DHS IA Compliance System toolset, the FISMA Reporting process, DHS Information Security Policy, and NIST Risk Management Processes (e.g., NIST SP 800-37 C&A Process; NIST 800-53 and 800-53A security controls). The contractor shall also provide SMEs that are knowledgeable of financial auditing standards and SMEs that are knowledgeable about POA&M processes and management.
7. Help Desk Support – The contractor shall provide DHS with information security analyst(s) to provide training and help desk support in support of the DHS IA

Compliance System. This includes any specific system and database administration support necessary to maintain the DHS IA Compliance System. The contractor shall provide technical support to assist DHS personnel and contractors in the operation and administration of the IA Compliance System and the associated software enhancements, including Tier-2 technical help desk support. Technical support shall be provided through e-mail and phone during business hours, Monday through Friday from 8:30 AM EST to 5:30 PM EST. Contractor performance will be evaluated based on industry standard helpdesk metrics. Contractor will propose and then negotiate with the government a set metrics.

8. Ad-hoc Reporting – The contractor shall provide ad-hoc reporting as requested by the Government to support quick turn-around requirements. The contractor will be evaluated based on timeliness of such reports. Timeliness will be negotiated on a case-by-case basis for each report.

5. PERIOD AND PLACE OF PERFORMANCE

The period of performance shall be for one (1) base year from the date of award notification or notice to proceed and one (1) additional option period of 12 months for a total of 24 months. Option year period of performance is subject to budget constraints, contractor performance, and or needs of the government.

The contractor shall perform the work under this contract at the DHS facility indicated below or at other DHS locations as directed. The Contractor may perform work at the contractor site upon written approval of the COTR.

Department of Homeland Security
Building 1
Nebraska Avenue Complex
3801 Nebraska Avenue, NW
Washington, DC 20016

6. POINTS OF CONTACT

Contracting Officer Technical Representative (COTR)

Name: [REDACTED] b(2) b(6)
Title: Compliance Officer
Office: Information Security Office
Agency: Department of Homeland Security
Mailing Address: 245 Murray Drive, Building 410
Washington, DC 20528
Mailstop: NAC, Bldg 1, Room 10030
Phone Number: [REDACTED] b(2)
Email: [REDACTED] b(2)

Program Manager

Name: [REDACTED] b(2) b(6)
Title: Director, Compliance Program
Office: Information Security Office
Agency: Department of Homeland Security
Mailing Address: 245 Murray Drive, Building 410
Washington, DC 20528
Mailstop: NAC, Bldg 1, Room 10029
Phone Number: [REDACTED] b(2)
Email: [REDACTED] b(2)

7. SECURITY

The contractor shall be required to comply with all DHS 4300 Policy and Handbooks for personnel and information security. Performance of this work requires the Contractor to gain access to sensitive but unclassified (SBU) and potentially classified information. SBU is unclassified information for official use only.

This task order shall incorporate Section H-12, H-13, H-17, I.2, I.3, I.13, and I.14 of the contractors Project EAGLE contract.

The contractor shall conform to all security requirements contained in 4300 A and B and the applicable security clauses in the Eagle contract:

H. 12, Disclosure of "Official Use Only" Information Safeguards

H.13, Disclosure of Information – Official Use Only

H.17, Contractor's Employee Identification

I.2, Security Requirements for Unclassified IT Resources (HSAR 3052.204-70)

52.204-2 Security Clause 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 "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)

Implementing Instructions for Compliance with HSAR clause 3052.204-71, "Contractor Employee Access. (Please see attachment 1)

I.13, Qualifications of Contractor Employees (HSAR 3052.237-70)

I.14, Information Technology Systems Access for Contractors (HSAR 3052.237.71)

I.15, Contractor Screening for Unclassified IT Access (HSAR 3052.237-72)

Security Clearance

This task order routinely encompasses exposure to sensitive and non-intelligence classified material and as such requires a security clearance at a Secret level and for select individuals Top Secret. A DoD Contract Security Classification Specification, DD Form 254 is attached. Due to the sensitivity of information, a single scope background investigation will be required for critical personnel.

If there are questions concerning the suitability of a contract employee following such background investigation(s), notification and an opportunity to respond will be provided to the employee. If the employee is found unsuitable, Treasury will inform the Contractor and the Contracting Officer. No Contractor employee may begin duty under this contract without a successful background investigation. DHS will absorb any costs directly related to background investigations of contract personnel.

All Contractor personnel performing on this task order must be United States citizens. DHS will provide the Contractor questionnaire forms for access into certain DHS facilities, as necessary. All forms will be submitted and an approval received by DHS Personnel Security before access to the respective facility will be granted.

(8) Other Special Requirements

Personnel Changes

During the first sixty- (60) days of the task order, the Contractor shall not make any personnel changes unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In case of these occurrences, the Contractor shall notify the Contracting Officer and On-site COTR promptly and submit documentation pertaining to the proposed substitution in writing at least fifteen (15) days in advance, and thirty (30) days in advance, if security clearances are to be obtained in advance of the proposed substitution.

The Contractor must provide a detailed explanation of the circumstances causing the proposed substitution. All resumes submitted for each proposed substitution must have qualifications that are equal to or superior to the qualifications of the person being substituted to perform the work under this task order.

The Contracting Officer and On-site COTR shall evaluate the resume of each request to verify the qualifications of every new employee being assigned to this task order.

References

9. List of Deliverables for

Support Services for the DHS Information Security Compliance Program

Task Activity Reference	Deliverable	Due Date/Frequency
1. Performance Scorecards	a) Department-wide and component-specific scorecards that measure performance against the metrics established in the DHS Information Security Performance Plan	5 th day of each month
2. Information Security Tool Content Management	a) Up-to-date content for the DHS IA Compliance System that is aligned with applicable department policies, handbooks, guidance, and management directives (operations) on information security.	By close of business on the 5 th day from date of request
	b) Change requests documenting the type of change, the reason for the change, and who requested the change;	By close of business the next working day
	c) A monthly report summarizing the number of pending change requests and status of each.	5 th day of each month
3. Compliance Reviews	a) Documented verification of the accuracy and quality of data entered into the DHS IA Compliance System. Results of completed reviews and status of will be captured in a report consisting of what was reviewed, who performed the review, and outcome of review.	By close of business on the next day following the completion of the review
	b) Compliance Reviews Methodology	10 days from date of contract award
4. Financial Audits Remediation Support	a) Weekly report capturing the type of support provided, who requested the support, who provided the	By close of business each Friday

	support, and the specific audit finding the support was directed towards.	
	b) Documented processes that satisfy specific audit findings	Within 10 days from date of assignment
	c) Documented procedures that satisfy specific audit findings	Within 10 days from date of assignment
	d) Documented management responses to audits	Within 5 days from date of assignment
5. Assistance Visits	a) Summary report documenting the nature of the visit, the type of assistance provided, who requested the assistance, who provided the assistance, and a reference to specific performance metrics and/or departmental goals and objectives.	By close of business on the 5 th day following completion of each visit.
6. Subject Matter Expertise	a) Whitepapers	Within 15 days from date of assignment
	b) Concept of Operations (CONOPS) documents	Within 15 days from date of assignment
7. Help Desk Support	a) Help desk operations methodology which includes how the government will track timeliness and quality of support provided.	10 days from date of contract award
	b) Customer satisfaction survey form and statistical sampling methodology based on industry standard criteria relevant to assessing support for the DHS Information Security Office operations and tools	10 days from date of contract award
	c) Customer satisfaction survey results	5 th day of each month
	d) Support statistics	5 th day of each month
	e) DHS IA Compliance System performance monitoring and availability	5 th day of each month

	reports	
8. Ad-hoc Reporting	Report development and generation	As requested

DHS Office of Security

DHS, Office of Security
Personnel Security Staff
Attn: Ora Smith
Washington, DC 20528
Telephone: 202-772-9871