

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER RUIO-07-00222	PAGE OF 1 14
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2. CONTRACT NO. HSHQDC-06-D-00031	3. AWARD EFFECTIVE DATE	4. ORDER NUMBER HSHQDC-07-J-00454	5. SOLICITATION NUMBER HSHQDC-07-Q-00178	6. SOLICITATION ISSUE DATE 05/08/2007
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Stefanie Conway	b. TELEPHONE NUMBER (No collect calls) 202-(62)	8. OFFER DUE DATE/LOCAL TIME
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9. 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	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS - <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (NA)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (18 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Department of Homeland Security 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/MURRAY LANE	16. ADMINISTERED BY Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS/OPO/ITAC
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17a. CONTRACTOR/OFFEROR BOOZ ALLEN HAMILTON INC 8283 GREENSBORO DRIVE MCLEAN VA 221023838	CODE 0069288570000	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Homeland Security Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410 Washington DC 20528	CODE
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: (b(4)) DUNS Number: 006928857+0000 Booz Allen Hamilton shall provide support services for Maintenance of Information Security Directives, Information Security Technical Support, and Information Security Training in accordance with attached Statement of Work (SOW). This is a Time and Material (T&M) task order. Other Direct Cost (ODCs) and Travel are reimbursable with required supporting (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$460,150.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR (b(6))	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Irma L. Scott
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30b. NAME AND TITLE OF SIGNER (Type or print) George Schu, Vice President	30c. DATE SIGNED 7/12/2007	31b. NAME OF CONTRACTING OFFICER (Type or print) Irma L. Scott	31c. DATE SIGNED 7/12/2007
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>documentation/receipts and shall be submitted with the invoice.</p> <p>The Contract Specialist is Stefanie Conway- email (b(2))</p> <p>The Contracting Officers Technical Representative (COTR) is Lawrence Henson at 202- (b(2)) or via email (b(2))</p> <p>Please be advised that the COTR will serve in a supporting role to the Contracting Officer by providing advise and expertise on technical issues. However, only the Contracting Officer has the Authority to authorize deviations from the terms and conditions of this task order, to include deviation from specification requirements. In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the Contractor.</p> <p>PAYMENT INFORMATION FOR CONTRACTORS: The Data Universal Numbering System (DUNS) number is the primary identifier in Central Contractor Registration (CCR). To facilitate payment, it is in the contractors best interest to ensure that the DUNS number appears on every invoice submitted to the Department of Homeland Security.</p> <p>Continued ...</p>				

32b. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YYMMDD)
	42d. TOTAL CONTAINERS

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NAME OF OFFEROR OR CONTRACTOR
BOOZ ALLEN HAMILTON INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FAR clause 52.232-33 is incorporated by reference.</p> <p>INVOICING REQUIREMENTS</p> <p>The minimum font size for invoices is 10 points.</p> <p>An original of each invoice shall be submitted to the address in Block 18a.</p> <p>In addition to the requirements specified in FAR Clause 52.232-25, Prompt Payment, the contractor shall include the following data on each invoice:</p> <ul style="list-style-type: none"> (1) Labor listed by category, hours, rates, and amounts. (2) Overhead base rate, rate, and amount. (3) For ODCs and Travel- A breakdown of travel expense(s), if any, to include commercial carrier fares and per diem expenses plus applicable indirect costs. The cost of airfare, rental cars, lodging, and any other travel expense over \$100 (except ALL parking receipts regardless of amount) shall be supported by submission of bills, tickets, receipts, etc. Costs for lodging, meals and incidental expenses shall be based on current per diem rates prescribed by GSA (for CONUS travel) or DOD (for OCONUS travel). (4) G&A base, rate, and amount. (5) Fee (6) Cumulative value of invoices to date, including a breakdown of cost and fee. (7) Mark the FINAL INVOICE as FINAL. <p>Contractor Performance System: The Department of Homeland Security uses a contractor performance system administered by the National Institute of Health (NIH). To view the numeric ratings and guidelines visit http://cps.od.nih.gov and go to the link under General Information. Within 60 days of the date of this task order, the contractor shall visit this web site to register; go to the link under Contractor Information. The Contracting Officer may approve performance evaluations without notice if the contractor fails to register.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b(2)) Period of Performance: 07/06/2007 to 06/06/2010				-
0001	Support Services for Maintenance of information Security Directives, Information Security Technical Support, and Information Security Training. The period of performance is July 06, 2007 until June 06, 2008.				460,150.00
0002	Support Services for Maintenance of information Security Directives, Information Security Technical Support, and Information Security Training. (Option YR 1) The period of performance is June 06, 2008 until June 06, 2009. Amount: \$546,917.00 (Option Line Item) 05/26/2008				0.00
0003	Support Services for Maintenance of information Security Directives, Information Security Technical Support, and Information Security Training. (Option YR 2) The period of performance is June 06, 2009 until June 6, 2010. Amount: \$564,975.00 (Option Line Item) 05/26/2009				0.00
The total amount of award: \$1,572,042.00. The obligation for this award is shown in box 26.					

STATEMENT OF WORK

(1) PROJECT TITLE: Support Services for Maintenance of Information Security Directives, Information Security Technical Support and Information Security Training

(2) Background

Federal policy, to include Office of Management and Budget (OMB) A-130, Information Technology Management Reform Act (Clinger/Cohen Act), and the Federal Information Systems Management Act (FISMA) have mandated the responsibility for Agency Heads to ensure the protection of information and information resources.

The Chief Information Security Officer (CISO) of the Department of Homeland Security (DHS), as directed by the Chief Information Officer (CIO), is responsible providing information security policy and oversight for all DHS operating components. In addition the CISO works to provide Department-wide Information Security training opportunities.

The primary management tool for the CISO is the use of DHS Management Directive 4300 (and associated publications) to communicate information security policy to DHS Components. DHS has established policy for Information Security; however, additional guidelines and methodologies will be required to address new requirements, as well as to maintain existing guidance. In addition, the Department must respond to new threats, mission changes and new operational requirements that impact Information Security. The Director, Information Security Policy provides this support to the CISO.

The CISO also works to provide training opportunities to further the effectiveness of the Information Security Program. As the principal advisor to senior department executives on Information Security, the CISO may require specialized Information Security Consulting expertise to address emerging challenges and operational requirements.

(3) Scope

This Statement of Work (SOW) describes tasks needed by the CISO and the Director, Information Security Policy. The Contractor will be instrumental in provisioning the support to assist in the development and maintenance of DHS Information Security Policy, update the policy requirements captured in the DHS enterprise certification and accreditation (C&A) tool, and provide technical support as necessary to address new requirements. In summary,

- a. The Contractor shall assist the Director in establishing and maintaining DHS Information Security Policy meeting Congressional and Executive Branch policy requirements, and meeting schedule and performance expectations.
- b. The Contractor shall provide the Director support in the development of any policy, strategic/tactical plans, and review/assessment guidance that may be required for IT Security.
- c. The Contractor shall provide support to the DHS Information Systems Security Board (ISSB), any other sub-working groups, in the development and review of Information Security Policy.

- d. The Contractor shall provide expertise to the Director in addressing requests for waivers and exceptions to DHS Policy.
- e. The Contractor shall provide the various working groups with technical security expertise and shall provide meeting support.

(4) APPLICABLE DOCUMENTS

- a. MD 4300.1, Information Technology Systems Security
- b. 4300 A, DHS Sensitive Systems Policy Directive
- c. 4300 A, DHS Sensitive Systems Handbook
- d. 4300B, DHS National Security Systems Policy Directive
- e. 4300B, National Security Systems Handbook

(5) SPECIFIC TASKS

The Contractor shall provide assistance, as required and deemed necessary by the Government, for the tasks described below.

The Government reserves the right to add, delete, or modify any or all of the tasks referenced in this work statement based on the current requirements of the Director, Information Security Policy. All tasks will be subject to approval of the Government prior to commencement. Should the requirements for said tasks be subject to change, either pursuant to Federal Regulations or Congressional mandate, modifications to the work statement may be necessary.

Task 1 – Maintain DHS MD 4300 and other Guidance

The Contractor shall work with the Director and the ISSB to further develop and coordinate an information security policy to include developing the associated implementation guidance. Policy will address all external direction and internal requirements, but is expected to focus on FISMA mandates.

Documents to maintain under unequivocal configuration management within this task include, but are not limited to:

- MD 4300.1
- 4300A
- 4300A Handbook
- 4300B
- 4300B Handbook

The Contractor shall ensure that DHS IT security policies contained in MD 4300 series directives are accurately captured in the DHS enterprise certification and accreditation (C&A) tool, Risk Management System (RMS). The contractor shall analyze the content in the RMS software tool and identify any inconsistencies with the current versions of the DHS 4300 documents. The analysis shall include specific recommendations for content update to the RMS tool. The

Contractor shall work closely with other parties responsible for supporting and deploying the RMS software tool within DHS to recommend a schedule for implementing the recommended content updates.

Task 2 – Manage Requests for Waivers and Exceptions to DHS MD 4300 and other Guidance

The Contractor shall be required to assist in the development or maintenance of process and procedure. The Contractor shall then execute that process for waivers and exceptions.

Task 3 – Develop Related Information Security Guidance

The Contractor may be required to assist in the development or maintenance of any other related guidance. The Contractor shall facilitate meetings on developing this requirement, coordinating the review, and incorporating any feedback from DHS operating components.

The Contractor shall work with the OCIO to support addressing new threats and requirements as presented. The Contractor shall provide expert Information Security Technical assistance as required.

(6) DELIVERABLES AND DELIVERY SCHEDULE

All deliverables shall be submitted in two (2) hard paper copies and one (1) electronic copy. Electronic copies shall be compatible with a PC operating in a Windows environment using Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Project, and Microsoft Access. Electronic copies may be provided on a 3-½ inch high-density diskette or shall be electronically transmitted as an attachment, when mutually agreed upon by the Program Director, using PGP-encrypted e-mail to the DHS representative.

Deliverables, depending upon their sensitivity, shall be appropriately packaged, and mailed to the address shown in Block 15 of SF1449.

Attn: Management/Chief Information Security Officer/ Don Hagerling/202-(b(2)) or emailed to: (b(2))

(6.1) Reports and Meetings

- a. Kick-Off Meeting/Draft Project Schedule – A task order kick-off meeting shall be scheduled within 10 days after award of contract. The Contractor shall provide a draft schedule of its plan to meet the requirements of the customer as identified in this SOW, within 10 workdays after award of the task order.
- b. The Contractor shall provide meeting minutes for every activity requiring facilitation/discussion with representatives of DHS operating components. Meeting minutes shall capture issues/concerns and any other salient meeting points that should be documented and for the record.

- c. The Contractor shall provide a 10 working day review period for draft deliverables, incorporate applicable changes as agreed to by Program Director, and then prepare final deliverable after incorporated changes have been vetted with all concerned groups. Some tasks may require several iterations of coordination before final deliverable is produced.
- d. Cost Reports (monthly): The Contractor shall provide monthly cost reports to the On-site COTR that shall include, at a minimum, man-hour cost data, travel data; percentage of work completed, and estimated costs remaining to complete the order.
- e. Periodic Meetings: The OCISO will coordinate periodic meetings and reviews to ensure all relevant provisions of the task order are being met.

(6.2) Delivery Schedule

No	Title/Soft Copy Format	SOW Paragraph	Draft Due	Final Due Date	Recipients
1	Kick-Off Meeting (Draft Project Schedule)	4.1	10 days after contract award date	10 days after Kick Off Meeting	CISO & Director Information Security Policy
2	All Others	all	Schedule provided 10 days after contract award date as agreed to by CISO		

(7) Government Furnished Information, Equipment, and Work Space

(7.1) Government Furnished Information

Public release of information associated with this task is not authorized. Policies, standards, guidelines, technical data, specifications, or other applicable information or documents are the property of the U. S. Government and may not be discussed with or released to outside entities without DHS approval. DHS Program Director must approve any deviation from the guidelines stipulated herein.

(7.2) Government Furnished Equipment

Any Government Furnished Equipment (GFE) provided to the Contractor shall be tracked through applicable procedures in accordance with the Federal Acquisition Regulation (FAR). Equipment shall be accounted for and marked for identification and tracking purposes with the Contract Number, Delivery/Task Order Number, Serial Number, and other information required by the COTR. Accountability of such equipment will be verified in writing on an annual basis, at the beginning and end of the task or as requested by the DHS Program Director. Equipment containing sensitive or classified information shall be transported to DHS by proper means for sanitizing as appropriate. The Government does not intend to provide hardware/software required to accomplish the day-to-day work requirements in support of the overall contractual effort.

(7.3) Government Furnished Workspace

The Government may provide working space on an as-available basis while on trips to Government operated facilities for the purpose of data collection and analysis. If the contractor requires access to classified information, the contractor must have the appropriate security clearance and the information must be protected to the degree and extent required by local rules and procedures. See Sections 10 and 11.2 for non-disclosure and clearance requirements.

(8) Place of Performance

The contractor shall perform all work under this task order at the government facility located at the site indicated below or at Contractor Site if approved by Government:

Department of Homeland Security
(NAC) The Nebraska Avenue Complex, 3801 Nebraska Avenue, Washington DC 20393
Washington, DC 20220

(9) Period of Performance

The period of performance shall include a one-year base period, plus two one-year option periods. The base period shall commence upon award of the task order. The total period of performance, including options, shall not exceed 36 months.

(10) Security

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)

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)

I. 16, Prohibition on Contracts with Corporate Expatriates (HSAR 3052.209-70)

I. 17, Organizational Conflict of Interest. (HSAR 3052.209-72)

(11) Other Special Requirements

(11.1) 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.

(11.2) Security Clearance

This task order routinely encompasses exposure to sensitive and non-intelligence classified material and as such requires a security clearance at the Top Secret level. A DoD Contract Security Classification Specification, DD Form 254 is required. 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.

(12) Travel

The Contractor shall perform travel as required in the performance of the task order. Locations are in the Washington, D.C./Baltimore, MD area.
Headquarters Location – (NAC) The Nebraska Avenue Complex, 3801 Nebraska Avenue,
Washington DC 20393

(13) Contractor Provided Facilities and Equipment

(13.1) Controlled/Classified Storage

The Contractor must establish and maintain a controlled facility and procedures for receipt, storage, and generation of sensitive or classified material in accordance with the National Industrial Security Program Operating Manual (NISPOM); and Contract Security Classification Specification (DD Form 254); and appropriate security instructions or guidelines. No classified information shall be sent to or stored at the facility unless it has been granted a facility clearance and storage capability as defined by Defense Security Service (DSS.)

(13.2) Sensitive Information Storage

Sensitive information, data, and/or equipment will be disclosed to authorized personnel on a Need-to-Know basis only. The holder shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control; destroyed; or held until otherwise directed. Destruction of items shall be accomplished by tearing into small parts; burning; shredding; or any other method that precludes the reconstruction of the material.

(13.3) End of Contract

All DHS-furnished equipment and information, as well as Contractor working papers, shall be returned at the end of the contract. Any contractor disk storage drives used in the performance of this contract shall be provided to the DHS for removal of DHS information.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00001 07/17/2007

6. ISSUED BY CODE DHS/OPO/ITAC 7. ADMINISTERED BY (if other than Item 6) CODE DHS/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 (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 BOOZ ALLEN HAMILTON INC (x)
 8283 GREENSBORO DRIVE
 MCLEAN VA 221023838
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 HSHQDC-06-D-00031
 HSHQDC-07-J-00454
 10B. DATED (SEE ITEM 11)
 07/06/2007
 CODE 0069288570000 FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 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 _____ 1 _____ 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: 006928857+0000
 The purpose of this modification is to 1) change the Contracting Officers Technical Representative (COTR) from Lawrence Henson to Earl Crane, and 2) incorporate FAR 52.204-2, Security Clause Requirements and DHS HSAR 3052.204-71, Contractor Employee Access within the SOW.

1) The COTR is hereby changed to Earl Crane at 202-(b(2)) or via email (b(2)).
 2) The attached SOW is hereby updated to incorporate FAR Security Clause and DHS HSAR
 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 CONTRACTING OFFICER (Type or print) Digitally signed by George M. Schu
 (b(6)) DN: cn=George M. Schu, o=Booz Allen Hamilton, ou=Vice President, email=schu_g-admin@bah.com, c=US Date: 2007.07.19 17:13:54 -0400
 Irma L. Scott
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) Irma L. Scott 7/19/2007
 (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	clause. All other terms and conditions remain unchanged. Period of Performance: 07/06/2007 to 06/06/2010				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 05/28/2008	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) BOOZ ALLEN HAMILTON INC 8283 GREENSBORO DRIVE MCLEAN VA 221023838		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0069288570000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00031 HSHQDC-07-J-00454	10B. DATED (SEE ITEM 11) 07/06/2007

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)

OITS 001-000-IT-21-11-01-000-02-05-0100-00-00-00 (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.
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 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: 006928857+0000

The purpose of this modification is to extend the Period of Performance (PoP) expiration date until September 30, 2008 at no additional cost to the Government.

1) The PoP expiration date is hereby changed from June 6, 2008 until September 30, 2008.

2) All other terms and conditions remain unchanged.

LIST OF CHANGES:


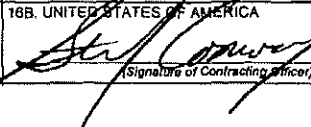
Period Of Performance End Date changed from 06-JUN-10 to 30-SEP-08

Total Amount for this Modification: -\$1,111,892.00

New Total Amount for this Version: \$460,150.00

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)  (Signature of person authorized to sign)	Digitally signed by George M. Schu DN: cn=George M. Schu, o=Booz Allen Hamilton, ou=Vice President, email=schu_G-Admin@bah.com, c=US Date: 2008.05.29 12:45:19 -04'00'	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stefanie Conway  (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 5-30-08
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-06-D-00031/HSHQDC-07-J-00454/P00002

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2 3NAME OF OFFEROR OR CONTRACTOR
BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>New Total Amount for this Award: \$460,150.00 Contracting Officer changed from Irma L Scott to Stefanie Conway</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 End Date changed from 06-JUN-08 to 30-SEP-08</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from \$564,975.00 to \$0.00 Start Date Deleted : Previous Start Date: 06/06/2009 End Date Deleted : Previous End Date: 06/06/2010</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from \$546,917.00 to \$0.00 Start Date Deleted : Previous Start Date: 06/06/2008 End Date Deleted : Previous End Date: 06/06/2009</p> <p>Discount Terms: Net 30 Delivery Location Code: DHS/MURRAY LANE Department of Homeland Security 245 Murray Lane, SW Building 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 07/06/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Support Services for Maintenance of information Security Directives, Information Security Technical Support, and Information Security Training.</p> <p>The period of performance is July 06, 2007 until June 06, 2008.</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount): Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00031/HSHQDC-07-J-00454/P00002

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NAME OF OFFEROR OR CONTRACTOR
 BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Support Services for Maintenance of information Security Directives, Information Security Technical Support, and Information Security Training. (Option YR 1) The period of performance is June 06, 2008 until June 06, 2009. Amount: \$0.00 (Option Line Item) 05/26/2008 Change Item 0003 to read as follows (amount shown is the obligated amount):				0.00
0003	Support Services for Maintenance of information Security Directives, Information Security Technical Support, and Information Security Training. (Option YR 2) The period of performance is June 06, 2009 until June 6, 2010. Amount: \$0.00 (Option Line Item) 05/26/2009				0.00