

ORDE: JR SUPPLIES OR SERVICES

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18

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

1 DATE OF ORDER 02/05/2007	2 CONTRACT NO. (If any) HSHQDC-06-D-00050	6 SHIP TO: a. NAME OF CONSIGNEE Department of Homeland Security
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3 ORDER NO HSHQDC-07-J-00357	4 REQUISITION/REFERENCE NO. ROOP-07-00011	b. STREET ADDRESS 245 Murray Lane Bldg. 410
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5 ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations Intel Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528	c. CITY Washington	d. STATE DC	e. ZIP CODE 20528
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7 TO: a. NAME OF CONTRACTOR ALPHAIN SIGHT CORPORATION	f. SHIP VIA
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b. COMPANY NAME ALPHAIN SIGHT CORPORATION	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS ATTN M CROSSMAN 7307K FOR CCR CORRESPOND 1100 N GLEBE ROAD	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated	
d. CITY ARLINGTON	e. STATE VA	f. ZIP CODE 222014797

9. ACCOUNTING AND APPROPRIATION DATA (b(2))	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	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT BAL. 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: (b(6)) DUNS Number: 784369092+0000 This is a Labor Hour Task Order at Fixed Hourly Rates. Base Period price shall not exceed \$1,057,332.00. Total price shall not exceed \$3,267,213.00. FAR Clause Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME FEDERAL LAW ENFORCEMENT CENTER			
b. STREET ADDRESS 1131 CHAPEL CROSSING ROAD ATTN: Rosemary Bonner			
c. CITY GLYNCO	d. STATE GA	e. ZIP CODE 31524	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) (b(6))	23. NAME (Typed) Barbara A. Janitis TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 02/05/2007	CONTRACT NO. HSHQDC-06-D-00050	ORDER NO. HSHQDC-07-J-00357
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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>52.232-7 applies.</p> <p>(a) The original invoice shall be submitted to the Finance Office designated herein. Copies of the invoice shall be submitted to the COTR and the Contracting Officer concurrently. Email addresses are provided herein for the copies. The Administrative Contracting Officer (ACO) must approve all invoices, in coordination with the COTR, prior to payment.</p> <p>(b) To constitute a proper invoice, the invoice must include those items cited in FAR clause 52.232-7, Payments under Time-and-Materials and Labor-Hours Contracts, and FAR 52.232-25, Prompt Payment, paragraphs (a) (3) (i) through (a) (3) (x).</p> <p>Finance Office: (b(2) b(6)) COTR: (b(2) b(6)) ACO: (b(2) b(6))</p> <p>Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations PREP/INTL Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528</p> <p>Period of Performance: 02/05/2007 to 02/04/2010</p>					
0001	<p>Professional Services in accordance with the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC)".</p> <p>1 LO - Not-to-exceed 11,280 hours of the following labor categories: Subject Matter Expert @ \$117.18 per hour from task order award thru 09/25/07 Continued ...</p>	1	LO	988,649.00	988,649.00	

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

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

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
02/05/2007	HSHQDC-06-D-00050	HSHQDC-07-J-00357

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0002	<p>Subject Matter Expert @ \$120.70 per hour from 09/26/07 thru 01/30/08</p> <p>Information Technology Consultant @ \$92.65 per hour from task order award thru 09/25/07</p> <p>Information Technology Consultant \$95.43 per hour from 09/26/07 thru 01/30/08</p> <p>Communications Network Engineer @ \$83.93 per hour from task order award thru 09/25/07</p> <p>Communications Network Engineer @ \$86.45 per hour from 09/26/07 thru 01/30/08</p> <p>Communications Specialist @ \$71.49 per hour from task order award thru 09/25/07</p> <p>Communications Specialist @ \$73.63 per hour from 09/26/07 thru 01/30/08</p> <p>Professional Services IAW the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC) for surge support as described in SOW Task 5.2.</p> <p>1 LO = Not-to-exceed 720 hours of the following labor categories:</p> <p>Information Technology Consultant @ \$92.65 per hour from task order award thru 09/25/07</p> <p>Information Technology Consultant \$95.43 per hour from 09/26/07 thru 01/30/2008</p> <p>Communications Network Engineer @ \$83.93 per hour from task order award thru 09/25/07</p> <p>Communications Network Engineer @ \$86.45 per hour from 09/26/07 thru 01/30/2008</p> <p>Communications Specialist @ \$71.49 per hour from task order award thru 09/25/07</p> <p>Communications Specialist @ \$73.63 per hour from 09/26/07 thru 01/30/2008</p>	1	LO	58,683.00	58,683.00	
0003	<p>Travel in accordance with the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC)."</p> <p>Continued ...</p>	1	LO	10,000.00	10,000.00	

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

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

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

DATE OF ORDER 02/05/2007	CONTRACT NO. HSHQDC-06-D-00050	ORDER NO. HSHQDC-07-J-00357
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1001	<p>Option Period 1- Professional Services in accordance with the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC)".</p> <p>1 LO = Not-to-exceed 11,280 hours of the following labor categories: Subject Matter Expert @ \$120.70 per hour from 01/31/08 thru 09/25/08 Subject Matter Expert @ \$124.32 per hour from 09/26/08 thru 01/30/09 Information Technology Consultant @ \$95.43 per hour 01/31/08 thru 09/25/08 Information Technology Consultant @ \$98.30 per hour from 09/26/08 thru 01/30/09 Communications Network Engineer @ \$86.45 per hour from 01/31/08 thru 09/25/08 Communications Network Engineer @ \$89.04 per hour from 09/26/08 thru 01/30/09 Communications Specialist @ \$73.63 per hour from 01/31/08 thru 09/25/08 Communications Specialist @ \$75.84 per hour from 09/26/08 thru 01/30/09</p> <p>Amount: \$1,018,309.00 (Option Line Item) 02/05/2008</p>	1	LO	1,018,309.00	0.00	
1002	<p>Option Period 1 - Professional Services IAW the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC) for surge support as described in SOW Task 5.2.</p> <p>1 LO = Not-to-exceed 720 hours of the following labor categories: Information Technology Consultant @ \$95.43 per hour from 01/31/08 thru 09/25/08 Information Technology Consultant @ \$98.30 per hour from 09/26/08 thru 01/30/09 Communications Network Engineer @ \$86.45 per hour from 01/31/08 thru 09/25/08 Continued ...</p>	1	LO	60,443.00	0.00	

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

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

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DATE OF ORDER 02/05/2007	CONTRACT NO. HSHQDC-06-D-00050	ORDER NO. HSHQDC-07-J-00357
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Communications Network Engineer @ \$89.04 per hour from 09/26/08 thru 01/30/09 Communications Specialist @ \$73.63 per hour from 01/31/08 thru 09/25/08 Communications Specialist @ \$75.84 per hour from 09/26/08 thru 01/30/2009 Amount: \$60,443.00 (Option Line Item) 02/05/2008					
1003	Option Period 1 - Travel in accordance with the attached statement of work entitled, "Communication Operations Support for the Office of Oeprations Coordination, National Operations Center (NOC) " Amount: \$10,000.00 (Option Line Item) 02/05/2008	1	LO	10,000.00	0.00	
2001	Option Period 2 - Professional Services in accordance with the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC) ". 1 LO = Not-to-exceed 11,280 hours of the following labor categories: Subject Matter Expert @ \$124.32 per hour from 01/31/09 thru 09/25/09 Subject Matter Expert @ \$128.05 per hour from 09/26/09 thru 01/30/10 Information Technology Consultant @ \$98.30 per hour 01/31/09 thru 09/25/09 Information Technology Consultant @ \$101.24 per hour from 09/26/09 thru 01/30/10 Communications Network Engineer @ \$89.04 per hour from 01/31/09 thru 09/25/09 Communications Network Engineer @ \$91.72 per hour from 09/26/09 thru 01/30/10 Communications Specialist @ \$75.84 per hour from 01/31/09 thru 09/25/09 Communications Specialist @ \$78.12 per hour from 09/26/09 thru 01/30/10 Continued ...	1	LO	1,048,870.00	0.00	

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

**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 02/05/2007	CONTRACT NO. HSHQDC-06-D-00050	ORDER NO. HSHQDC-07-J-00357
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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Amount: \$1,048,870.00 (Option Line Item) 02/05/2009</p>					
2002	<p>Option Period 2 - Professional Services IAW the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC)" for surge support as described in SOW Task 5.2.</p> <p>1 LO = Not-to-exceed 720 hours of the following labor categories: Information Technology Consultant @ \$98.30 per hour from 01/31/09 thru 09/25/09 Information Technology Consultant @ \$101.24 per hour from 09/26/09 thru 01/30/10 Communications Network Engineer @ \$89.04 per hour from 01/31/09 thru 09/25/09 Communications Network Engineer @ \$91.72 per hour from 09/26/09 thru 01/30/10 Communications Specialist @ \$75.84 per hour from 01/31/09 thru 09/25/09 Communications Specialist @ \$78.12 per hour from 09/26/09 thru 01/30/10</p> <p>Amount: \$62,259.00 (Option Line Item) 02/05/2009</p>	1	LO	62,259.00	0.00	
2003	<p>Option Period 2 - Travel in accordance with the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC)"</p> <p>Amount: \$10,000.00 (Option Line Item) 02/05/2009</p> <p>The total amount of award: \$3,267,213.00. The obligation for this award is shown in box 17(i).</p>	1	LO	10,000.00	0.00	

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

HSHQDC-07-J-00357

(b(6))

Signature of the Offeror/Contractor

2-2-07

Date

R.W. TSCHIPPERT, DIRECTOR, CONTRACTS

Name & Title of the Signer (Type or Print)

Date

**DEPARTMENT OF HOMELAND SECURITY
STATEMENT OF WORK**

Contracting Officer's Technical Representative (COTR):

Name: (b(2) b(6))
Address: Nebraska Avenue Complex (NAC)
Washington, DC 20528
Voice: (b(2) b(6))
Email: (b(2) b(6))

Alternate COTR: TBD

1. PROJECT TITLE: Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC)

2. BACKGROUND

The Office of Operations Coordination is responsible for monitoring the security of the United States on a daily basis and coordinating activities within the Department and with Governors, Homeland Security Advisors, law enforcement partners, and critical infrastructure operators in all 50 States and more than 50 major urban areas nationwide.

The Office of Operations Coordination works to deter, detect, and prevent terrorist acts by coordinating the work of Federal, state, territorial, tribal, local, and private sector partners and by collecting and fusing information from a variety of sources.

Through the National Operations Center (NOC), the Office provides real-time situational awareness and monitoring of the homeland, coordinates incidents and response activities, and, in conjunction with the Office of Intelligence and Analysis, issues advisories and bulletins concerning threats to homeland security, as well as specific protective measures.

3. SCOPE

3.1 Functional Category 2, Operations and Maintenance; Tier 2-Telecom-Related Services apply to the work to be performed.

3.2 The objectives of this effort are to provide communication operations support services for the National Operations Center, which operates 24 hours a day, seven days a week, 365 days a year.

3.3 The contractor shall be the primary contact point between the NOC and other federal, state and local entities. The contractor shall provide on-site support on the Communications Controller desk on 24 hours a day, seven days a week, 365 days a year

basis. This function involves routinely communicating with Executive cabinet members and staff and must be handled professionally and without error.

4. APPLICABLE DOCUMENTS: N/A.

5. SPECIFIC TASKS

Task 1 – Communication Controller Support: The contractor shall be the primary contact point between the NOC and other federal, state and local entities. The contractor shall provide on-site support on the Communications Controller desk on 24 hours a day, seven days a week, 365 days a year basis. This function involves routinely communicating with Executive cabinet members and staff and must be handled professionally and without error.

5.1.1 The Contractor shall answer and properly transfer or conference unclassified and classified telephones to the NOC. Calls routinely involve communications with Executive Cabinet Members and Staff that must be handled professionally and without error.

5.1.2 The Contractor shall setup unclassified and classified conference calls using all available assets (b(2)).

5.1.3 Contractor shall activate scenarios on the Communicator NXT notification system and DHS Alert System. Activation of scenarios will be approved by the Senior Watch Officer at the NOC. The systems are DHS's primary emergency notification systems.

5.1.4 The Contractor shall operate HF, VHF, UHF, and Satellite Communication radios. The NOC uses HF, VHF, UHF, and Satellite radios to establish communications with federal, state, and local entities when standard land lines are inoperable.

5.1.5 The Contractor shall operate (b(2)) to perform radio-to-telephone and telephone-to-radio patches.

5.1.6 On a daily basis, the Contractor shall update the NOC's DHS Leadership Contact Database with the contact numbers and location of DHS senior leadership and distribute copies to the Secretary of Homeland Security's office.

5.1.7 The Contractor shall provide technical guidance and informal training to DHS personnel on communications systems.

5.1.8 The Contractor shall maintain a daily checklist log to ensure all communications systems remain operational.

5.1.9 On a weekly basis, the Contractor shall submit a work schedule every Wednesday to the COTR for approval. The work schedule shall be from Monday through Sunday for the following work week.

5.2 Surge Support. Surge support temporarily increases the staffing level of the Communications Controller position.

The Contractor shall provide surge support for National Special Security Events (NSSE), exercises, deployments and incidents. The COTR will approve the time, place of performance, and level of effort for surge support prior to execution. Surge support temporarily increases the staffing level of the Communications Controller position.

6. DELIVERABLES/DELIVERY SCHEDULE

All deliverables shall be prepared in the contractor format using Microsoft Office Suite tools and delivered electronically to the COTR and alternate COTR. Monthly deliverables are due on the 5th business day. Status Reports shall include progress of work, status of the program and assigned tasks, person-hours expended for the reporting period and cumulatively for the task order; any trips and significant results; information of existing or potential problem areas.

SOW Task #	Deliverable Title	Due Date
All	Monthly Status Report	Monthly, on the 5 th of the Month
5.1.6	List of Contacts	Daily, NLT 0500 for each day
5.1.9	Contractor's Work Schedules	Weekly, on Wednesday NLT 1500 for the following week

7. GOVERNMENT-FURNISHED EQUIPMENT (GFE)/GOVERNMENT FURNISHED INFORMATION (GFI): N/A

8. PLACE OF PERFORMANCE

The primary place of performance will be the National Operations Center (NOC) located in the Washington, DC and Continuity of Operations (COOP) facilities located in the northern Virginia area for DHS. DHS anticipates the NOC moving to the Transportation Security Operations Center facility in Herndon, VA by 1 June, 2007. All work is expected to be performed on-site or at COOP facilities as determined by the COTR.

9. PERIOD OF PERFORMANCE

- 9.1 Base period: 365 calendar days from date of award
- 9.2 Option Period 1: 365 calendar days after base period
- 9.3 Option Period 2: 365 calendar days after option period

10. SECURITY: Top Secret/Sensitive Compartmented Information (TS/SCI)

10.1 In accordance with FAR Clause 52.204-2:

(a) This effort 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.

10.2 Non-Disclosure of Protected Critical Infrastructure Information

10.2.1 The parties agree to implement an interim rule promulgating new regulations at Title 6 Code of Federal Regulations Section 29.8 (c) to govern procedures for handling critical infrastructure information. The regulations detailed in the interim rule, which was effective upon publication pursuant to Section 808 of the Congressional Review Act, were promulgated pursuant to Title II, Section 214 of the Homeland Security Act of 2002, known as the Critical Infrastructure Information Act of 2002 (CII Act).

10.2.2 The contractor shall not request, obtain, maintain or use Protected CII without a prior written certification from the Protected CII Program Manager or a Protected CII Officer that conforms to the requirements of Section 29.8(c) of the regulations in the Interim Rule.

10.2.3 The contractor shall comply with all requirements of the Protected CII (PCII) Program set out in the CII Act, in the implementing regulations published in the Interim Rule, and in the PCII Procedures Manual as they may be amended from time to time, and shall safeguard Protected CII in accordance with the procedures contained therein.

10.2.4 The contractor shall ensure that each of its employees, consultants and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager. The contractor shall ensure that each of its employees, consultants and subcontractors has executed a

NDA and agrees that none of its employees, consultants or subcontractors will be given access to Protected CII without having previously executed a NDA.

11. OTHER CONSIDERATIONS

10.1 The personnel specified as key are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the CO reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the CO; provided, that the CO may ratify in writing such diversion and such ratification shall constitute the consent of the CO. The task order may be modified from time to time during the course of the contract to either add or delete key personnel, as appropriate.

10.2 The contractor may be required at COOP facilities. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COTR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

52.232-7 -- Payments Under Time-and-Materials and Labor-Hour Contracts.

Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2005)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor—

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) *Ceiling price.* The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding

invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) *Interim payments.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

Alternate II (Feb 2002).

(j) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

(End of Clause)

3052.204-71 Contractor employee access.

CONTRACTOR EMPLOYEE ACCESS

(JUN 2006)

(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 protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract 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. 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 this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract 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 this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees 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 contract 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.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 02/14/2007	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Intel Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PREP/IA	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PREP/INTL Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PREP/IA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALPHAINSIGHT CORPORATION ATTN M CROSSMAN 7307K FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 7843690920000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00050 HSHQDC-07-J-00357	10B. DATED (SEE ITEM 11) 02/05/2007

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 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.

<u>CHECK ONE</u>	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) Unilateral Modification issued IAW FAR Clause 52.204-2

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)(6)
DUNS Number: 784369092+0000
The purpose of this administrative modification is to correct the CAGE Code on the DD 254 issued via P00001.
CAGE Code is corrected from OVT30 to 0VT30. Attached is DD 254 with appropriate CAGE Code.
Period of Performance: 02/05/2007 to 02/04/2010

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) Barbara A. Janitis	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED Feb 14 2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION
SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

NONE

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

X	a. PRIME CONTRACT NUMBER HSHQDC-06-D-00050 HSHQDC-07-J-00357
	b. SUBCONTRACT NUMBER
	c. SOLICITATION OR OTHER NUMBER

3. THIS SPECIFICATION IS: (X and complete as applicable)

X	a. ORIGINAL (Complete date in all cases)	Date (YYYYMMDD) 20070205
	b. REVISED (Supersedes all previous specs)	Revision No. Date (YYYYMMDD)
	c. FINAL (Complete Item 5 in all cases)	Date (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES NO **X** NO. If Yes, complete the following:
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO **X** NO. If Yes, complete the following:
In Response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE CACI TECHNOLOGY INSIGHTS, INC. 3130 FAIRVIEW PARK DRIVE, SUITE 600 FALLS CHURCH VA 22042	b. CAGE CODE 0VT30	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE 1340 BRADDOCK PLACE, 5TH FLOOR ALEXANDRIA, VA 22314
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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8. ACTUAL PERFORMANCE

a. NAME, ADDRESS, AND ZIP CODE DEPARTMENT OF HOMELAND SECURITY (DHS) NATIONAL OPERATIONS CENTER (NOC) WASHINGTON, DC	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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9. GENERAL IDENTIFICATION OF THE PROCUREMENT
(U) PROVIDE COMMUNICATIONS OPERATIONS SUPPORT TO DHS NOC.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., EXCEPT FOR U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>		g. BE AUTHORIZED TO USE THE SERVICES OF THE GOVT COMMERCIAL INFORMATION CENTER (GCIC) OR OTHER APPROPRIATE DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER (Specify)		
k. OTHER (Specify)		<input checked="" type="checkbox"/>			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
 * In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

"Ref 10e. (1)(2), SCI/Non-SCI: All contractor personnel requiring access to SCI or Non-SCI information must: be U.S. citizens, have been granted a final Top Secret security clearance by the U.S. Government, have been approved as meeting DCID 6/4 criteria by DHS CSO, and have been indoctrinated for the applicable compartments of SCI access prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to SCI information under this contract. SCI or Non-SCI information associated with this contract shall not be released to subcontractors without permission of the DHS CSO. All SCI security activities and requirements must be coordinated and executed through the Component Special Security Officer (SSO). SCI Briefings must be coordinated with the assigned DHS Component's SSO. All cleared contractors must be debriefed by the Component SSO before leaving the contract. Contractors shall contact the SSO through the DHS Special Security Programs Division, Telephone (202) 282-8643."

Ref 10j: "Contractors shall control and safeguard FOUO in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated Jan 6, 2005. DHS contractors must sign a special Non-Disclosure Agreement before receiving access to FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (b)(2))"

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements identify the pertinent contracted clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.

Yes No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes No

"DHS/OS/SSPD CONCURS AND APPROVES THE "NEED-TO-KNOW" AT THE SCI/NON-SCI LEVEL"
 _____ " Clearances: Access to Intelligence information requires a final US Government clearance. Subcontracting: Subcontracting requires prior approval of the GCA. The DSS (CSO) does not conduct inspections for Sensitive Compartmented Information (SCI), but must inspect non-SCI intelligence material the contractor possesses.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

JOSE J. SALAZAR

b. TITLE

PROGRAM MANAGER, INDUSTRIAL SECURITY

c. TELEPHONE (Include Area Code)

202-447-(b)(2)

d. ADDRESS (Include Zip Code)

Department of Homeland Security
 301 7TH & D STREET, SW
 Washington D.C. 20528

e. SIGNATURE

(b)(6))

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

**DD FORM 254 CONTINUATION (ITEM 13) HSHQDC-06-D-00050 HSHQDC-07-J-00357
CACI TECHNOLOGY INSIGHTS, INC. 3130 FAIRVIEW PARK DRIVE, SUITE 600
FALLS CHURCH VA 22042 CAGE CODE: 0VT30**

Ref 11a. Contract performance is restricted to Department of Homeland Security (DHS) National Operations Center (NOC) located in Washington, DC and Continuity of Operations (COOP) facilities located in the Northern Virginia area. **CONTRACTOR WILL NOT SAFEGUARD SCI AT HIS FACILITY.** DHS will provide further security classification guidance for the performance of this contract. Only Cleared personnel will perform services under this contract. All contractor personnel must: be U.S. citizens, have been granted a security clearance, Interim Secret, Secret or FINAL Top Secret by the U.S. Government (**Interim Top Secret clearances are not accepted by DHS**), personnel shall be approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract without the expressed permission of the CSO (through the DHS Special Security Programs Division (DHS/SSPD)). Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the CSO. Recipients of classified information under this contract may not be released to subcontractors without permission of the DHS CSO.

Ref 11c/d: The contractor shall derivatively classify newly created information associated with this effort based on the classification guidance provided through existing classified sources. All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on "Marking Classified National Security Information" dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division, at telephone (202) 447-5340. **No SCI related work is authorized outside of the appropriate SCI accredited DHS facilities.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ROOP-08-00021	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Intel Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PREP/IA	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PREP/INTL Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PREP/IA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALPHAINSIGHT CORPORATION ATTN M CROSSMAN 7307K FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 7843690920000		FACILITY CODE	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00050 HSHQDC-07-J-00357	
		10B. DATED (SEE ITEM 11) 02/05/2007	

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 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 Net Increase: \$1,088,752.00

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) 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: 784369092+0000

*Alphainsight is doing business as CACI Technology.

The purpose of this modification is to 1) exercise option period 1 under contract line item numbers (CLIN) 1001, 1002 and 1003 to extend the period of performance through February 4, 2009 and 2) obligate funding in the amount of \$1,088,752.

As a result of this action, the obligation of this task order has increased from \$1,057,332 to \$2,146,084.

All other terms and conditions remain unchanged.

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)	
		Shirley Turner	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b6)	16C. DATE SIGNED 2/4/2008
(Signature of person authorized to sign)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00050/HSHQDC-07-J-00357/P00003

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NAME OF OFFEROR OR CONTRACTOR
 ALPHAINSIGHT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>Discount Terms: Net 30 FOB: Destination Period of Performance: 02/05/2008 to 02/04/2009</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1- Professional Services in accordance with the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC)".</p> <p>1 LO = Not-to-exceed 11,280 hours of the following labor categories: Subject Matter Expert @ \$120.70 per hour from 01/31/08 thru 09/25/08 Subject Matter Expert @ \$124.32 per hour from 09/26/08 thru 01/30/09 Information Technology Consultant @ \$95.43 per hour 01/31/08 thru 09/25/08 Information Technology Consultant @ \$98.30 per hour from 09/26/08 thru 01/30/09 Communications Network Engineer @ \$86.45 per hour from 01/31/08 thru 09/25/08 Communications Network Engineer @ \$89.04 per hour from 09/26/08 thru 01/30/09 Communications Specialist @ \$73.63 per hour from 01/31/08 thru 09/25/08 Communications Specialist @ \$75.84 per hour from 09/26/08 thru 01/30/09</p> <p>Accounting Info: (b(2)) Funded: \$625,837.61 Accounting Info: (b(2)) Funded: \$392,471.39</p>				1,018,309.00
1002	<p>Change Item 1002 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1 - Professional Services IAW the attached statement of work entitled, "Communication Operations Support for the Office of Operations Coordination, National Operations Center (NOC) for surge support as described in SOW Task 5.2. Continued ...</p>	1	LO	60,443.00	60,443.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00050/HSHQDC-07-J-00357/P00003

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NAME OF OFFEROR OR CONTRACTOR
 ALPHAINSIGHT CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	<p>1 LO = Not-to-exceed 720 hours of the following labor categories: Information Technology Consultant @ \$95.43 per hour from 01/31/08 thru 09/25/08 Information Technology Consultant @ \$98.30 per hour from 09/26/08 thru 01/30/09 Communications Network Engineer @ \$86.45 per hour from 01/31/08 thru 09/25/08 Communications Network Engineer @ \$89.04 per hour from 09/26/08 thru 01/30/09 Communications Specialist @ \$73.63 per hour from 01/31/08 thru 09/25/08 Communications Specialist @ \$75.84 per hour from 09/26/08 thru 01/30/2009</p> <p>Accounting Info: (b(2)) Funded: \$60,443.00</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1 - Travel in accordance with the attached statement of work entitled, "Communication Operations Support for the Office of Oeprations Coordination, National Operations Center (NOC)"</p> <p>Accounting Info: (b(2)) Funded: \$10,000.00</p>				10,000.00