

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER RUIO-08-00038		PAGE OF 1 27					
2. CONTRACT NO. GS-10F-0007P		3. AWARD/ EFFECTIVE DATE 11/02/2007		4. ORDER NUMBER HSHQDC-08-F-00001		5. SOLICITATION NUMBER					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Holly Hubbell		b. TELEPHONE NUMBER (No collect calls) 202-447-5488		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Ctr. 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 NAICS: 541611 <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: \$6.0 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO Resource Mgmt Transformation Office 245 Murray Drive Bldg 410 Washington DC 20528				CODE RMTO				16. ADMINISTERED BY U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528			
17a. CONTRACTOR/ OFFEROR		CODE 0046491250000		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 DHS-MANAGEMENT	
TELEPHONE NO.		<input type="checkbox"/> 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 <input type="checkbox"/> 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: 004649125+0000 This is a time and material task order and subject to the terms and conditions of the GSA Schedule Contract. References: 1. Solicitation #HSHQDC-07-Q-00120 2. BAE Quote dated October 10, 2007. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,533,080.00					
<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					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Joseph Garforth				31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>Contracting Officer: Holly Hubbell (202) 447-5488 email: Holly.Hubbell@dhs.gov</p> <p>Contracting Officer's Technical Representative (COTR): Charles White (202) 447-0046 email: (b)(2)(b)(6)</p> <p>Accounting Info: IFSR002-000-IX-22-10-03-000-02-05-0000-00-00-00-00 -GE-OE2576-000000 Period of Performance: 11/02/2007 to 11/01/2012</p> <p>Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include: a. Management Consultant (b)(4) (b)(4) (b)(4)</p> <p>b. Systems Analyst - Senior (b)(4)</p> <p>Continued ...</p>	1	LO	(b)(4)	(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

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 (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>(b) (4)</p> <p>c. Systems Analyst - Lead (b) (4)</p> <p>Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Travel</p> <p>All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b) (4). This travel is in support of Contract Line Item (CLIN) 0001.</p> <p>Total estimated value for this Base Period (CLINs 0001 - 0002) is \$3,533,080.00 with a Period of Performance of 11/02/07 - 11/01/08.</p>	1	LO	(b) (4)	(b) (4)
0003	<p>Option Year 1 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include:</p> <p>a. Management Consultant (b) (4)</p> <p>b. Systems Analyst - Senior (b) (4)</p> <p>c. Systems Analyst - Lead (b) (4)</p>	1	LO	(b) (4)	0.00

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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Option Year 1 - Travel All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b)(4). This travel is in support of Contract Line Item (CLIN) 0101.</p> <p>Total estimated value for this Option Period (CLINs 0101 - 0102) is \$3,677,012.80 with a Period of Performance of 11/02/08 - 11/01/09. Amount: (b)(4) (Option Line Item) 08/01/2008</p>	1	LO	(b)(4)	0.00
0005	<p>Option Year 2 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include:</p> <p>a. Management Consultant (b)(4)</p> <p>b. Systems Analyst - Senior (b)(4)</p> <p>c. Systems Analyst - Lead (b)(4)</p> <p>Amount: (b)(4) (Option Line Item) 08/01/2009</p> <p>Product/Service Code: R408 Product/Service Description: PROGRAM Continued ...</p>	1	LO	(b)(4)	0.00

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NAME OF OFFEROR OR CONTRACTOR
BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>MANAGEMENT/SUPPORT SERVICES</p> <p>Option Year 2 - Travel All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b) (4). This travel is in support of Contract Line Item (CLIN) 0201.</p> <p>Total estimated value for this Option Period (CLINs 0201 - 0202) is (b) (4) with a Period of Performance of 11/02/09 - 11/01/10. Amount: (b) (4) (Option Line Item) 08/01/2009 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p>	1	LO	(b) (4)	0.00
0007	<p>Option Year 3 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include: a. Management Consultant (b) (4) b. Systems Analyst - Senior (b) (4) c. Systems Analyst - Lead (b) (4)</p> <p>08/01/2010 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES Continued ...</p>	1	LO	(b) (4)	0.00

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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	<p>Option Year 3 - Travel</p> <p>All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b) (4). This travel is in support of Contract Line Item (CLIN) 0301.</p> <p>Total estimated value for this Option Period (CLINs 0301 - 0302) is (b) (4) with a Period of Performance of 11/02/10 - 11/01/11. Amount: (b) (4) (Option Line Item) 08/01/2010</p> <p>Product/Service Code: R408</p> <p>Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p>	1	LO	(b) (4)	0.00
0009	<p>Option Year 4 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include:</p> <p>a. Management Consultant (b) (4)</p> <p>b. Systems Analyst - (b) (4)</p> <p>c. Systems Analyst - Lead (b) (4)</p> <p>08/01/2011</p> <p>Product/Service Code: R408</p> <p>Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Continued ...</p>	1	LO	(b) (4)	0.00

NAME OF OFFEROR OR CONTRACTOR
BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0010	<p>Option Year 4 - Travel</p> <p>All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b)(4). This travel is in support of Contract Line Item (CLIN) 0401.</p> <p>Total estimated value for this Option Period (CLINs 0401 - 0402) is (b)(4) with a Period of Performance of 11/02/11 - 11/01/12. Amount: (b)(4) (Option Line Item) 08/01/2011</p> <p>Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>The total amount of award: \$19,125,989.80. The obligation for this award is shown in box 26.</p>	1	LO	(b)(4)	0.00



Statement of Work

For

**Program Management
&
Technical Support**

**Department of Homeland Security
Resource Management Transformation Office**

VERSION 4.1.1 GSA

STATEMENT OF WORK

DHS Resource Management Transformation Office Support

I. Background

Within the office of the Chief Financial Officer (CFO) of the Department of Homeland Security (DHS); the Resource Management Transformation Office (RMTO) mission is to identify, oversee and execute projects that will transform the mission support business functions to consolidate and integrate the systems and operations into one department. The scope includes finance, accounting, personnel, procurement, asset management and travel systems and other business functions and the systems used by their operations. The objective of this acquisition is to establish a Task Order for support services to assist the DHS Under Secretary of Management in planning and managing the transformation of DHS Resource Management to include consolidation, integration, standardization, and modernization of business processes and enabling systems, as required.

II. Objective

The RMTO director is responsible for all programs associated with the identification, implementation and management of a resource management (e.g., Accounting, Financial Management, Acquisition & Grants Management, Asset Management, and e-Gov initiatives) solution for all Directorates, Components and Offices with the Department of Homeland Security. The objective of this Statement of Work (SOW) is to acquire program and technical management support to assist the Government with planning and managing DHS transformation.

III. Scope

The scope of work described in this SOW covers a broad range of program, technical, acquisition, financial, and administrative management support tasks that may be required during the execution of this Task Order (TO). The support provided under this TO will assist the Government Program Management Office in the oversight of a System Integrator (SI) Contractor and other development work. The Program Support Contractor shall assist the Contracting Officer's Technical Representative (COTR) with the oversight and monitoring of the SI performance and delivery of services.

The Contractor shall provide support in:

- a. execution of program management and program control processes;
- b. development of strategies and planning for DHS improvement and transformation initiatives;
- c. preparation of financial and budgetary formulation and execution and related reports;
- d. reviewing the baseline and analyzing current DHS capabilities (e.g., processes, applications, infrastructure);
- e. lifecycle acquisition support;

- f. management and oversight of total program and system security (including physical security) as detailed in Section IV and;
- g. coordinating program communications and change management.

IV. Performance Requirements

A. Technical Support Requirements

1. PROGRAM MANAGEMENT SUPPORT. The contractor shall assist the Program Office in the oversight, monitoring, execution, and status reporting of tasks assigned to the RMTO. The support to be provided shall include the following:

- **Strategic Analysis & Planning**
 - Provide analysis to support program direction.
 - Provide analysis of alternatives to address program activities including cost benefit analysis.
- **Portfolio Management**
 - Provide analysis of alternatives to address program activities including cost benefit analysis.
 - Update Process management Portfolio management.
 - Facilitate the establishment of a portfolio management process for DHS RMTO information technology investments.
 - Provide ideas and concepts for organizational efficiencies, cost savings initiatives and quality-enhancing initiatives.
- **Program Management**
 - Update and maintain Program Project Schedule.
 - Calculate Program Performance Metrics.
 - Update Process management.
 - Design, develop, refine, implement and assist in the enforcement of program control processes.
 - Review base-line and analyze programmatic data, report findings, and obtain approval for improving the process.
 - Analyze and conduct process audits.
 - Provide support in the development and maintenance of the overall program plan and supporting project plans for specific transformation.
 - The contractor must be knowledgeable in the use of MS Project Server.
 - Coordinate program risk management activities.

Program Management & Technical Support
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- Assist in the development of external reports (e.g., Exhibit 300, monthly program review reports, Financial Management Systems Inventory (FMSI) report, etc.).
 - Assist in preparing executive reports and briefings.
 - Support the creation of evaluation criteria and metrics for program evaluation.
 - Provide support in the gathering and monitoring of data collection activities for DHS components
 - Track issues/actions.
 - Facilitate functional and technical meetings as required.
 - Assist in conducting various process, product and business analysis as required.
 - Participate with all business domains on issues related to the RMTO.
 - Provide deliverable tracking, review deliverables, and provide guidance for improvement.
 - Assist in formulating concepts and develop strategic, tactical, and operational plans for key program activities.
 - Contingency/Continuity of Business Operations Plans
 - Disaster Recovery Plan
- **Earn Value Management (EVM) Analysis.**
 - Update and maintain Program Project Schedule - on weekly basis.
 - Calculate Metrics and EVM Reports as required.
 - Expert in the use of Microsoft Project and knowledgeable in the use of MS Project Server.
 - **Configuration Management Support.**
 - Support the development and maintenance of program configuration management strategies, plans and processes.
 - Participate in Configuration Control Board (CCB) Meetings and processes.
 - Support the development and maintenance of a RMTO Configuration Control Board Process.
2. **SUBJECT MATTER EXPERTISE (SME) SUPPORT.** Provide technical subject matter expertise regarding architecture, information, data, and technology, to Government. CMMi Level 3 certification is only required in the support task area of Subject Matter Expert (SME). Within the task area of SME, certification is required for the areas of Business Requirements Support, Implementation Support and Enterprise Architecture Support, but not in Program Security Support. The objective of this task area is to obtain technical support that will, in part, assist the government in the monitoring and analysis of the Solutions Architect's (System Integrator) documentation, processes and systems. **Note:** Contractors need to be aware that the

Subject Matter Expertise labor category will fluctuate during the period of performance of this Order. The minimum on-site labor needed is 6 FTEs; during the period of performance of this Order, the FTEs can vary between 6 and 10, depending on the work requirements at any one time. The additional labor may be requested by the Contracting Officer's Technical Representative (COTR), after discussion with the contractor's representative, to meet short term requirements. The support to be provided shall include the following:

- **Business Requirements Support**
 - Assist in analysis and documentation of current departmental and component systems, processes, and policies.
 - Research and compile pertinent information from internal and external sources.
 - Support the development and management of a requirements repository.

- **Implementation Support.**
 - Assist in performing site survey.
 - Assist in data collection, data migration, and data cleansing.
 - Assist with systems identification.
 - Facilitate the evaluation, implementation, and utilization of business intelligence solutions
 - Assist in interface development.
 - Document gaps in implementation processes and procedures against standard procedures
 - Assist with capacity and performance planning.
 - Conduct Wide Area Network (WAN) and network simulation.
 - Oversee the development of training curriculum & materials.
 - Review strategy and training plans to ensure adequate coverage.
 - Identify additional user requirements.
 - Develop, participate and evaluate User Acceptance Testing (UAT).

- **Enterprise Architecture Support.**
 - Participate in Enterprise Architecture (EA) Working Groups managed by the OCIO.
 - Provide support as the EA technical expert for RMTO, providing information as required by the government.
 - Support the creation of internal EA technical documents.
 - Review and provide comments on external technical documents and EA work products.

- **Program Security Support.**
 - Provide support for all security system matters throughout the lifecycle of the acquisition.
 - Establish and manage security metrics.
 - Assist RMTO in preparing for certification and accreditation.

- Monitor to ensure necessary the following plans are in place and are adequate:
 - System Security Plan
 - Disaster Recovery Plan
 - Configuration Management Plan
 - Contingency/Continuity of Business Operations Plan
 - System Interconnection Agreements (if applicable)
- Necessary system-specific security controls have been implemented.
- As directed by RMTO, monitor to ensure Risk Assessment has been performed and corrective action plan is created.

3. **COMMUNICATIONS AND CHANGE MANAGEMENT SUPPORT.** Provide subject matter expertise regarding Communication & Change Management activities to the Government. The support to be provided shall include the following:

- **Communications Support**
 - Assist in the development of internal and external customer communications strategies.
 - Support the execution of communication plans.
 - Conduct stakeholder surveys/analysis and document results.
 - Assist RMTO with the creation of internal and external customer presentations.
 - Identify key communication activities relating to Program Milestones.
 - Support communication activities for RMTO and RMTO customers as necessary.
- **Change Management Support**
 - Assist in the development of internal and external customer change management strategies.
 - Support the execution of change management plans.
 - Conduct stakeholder surveys/analysis and document results.
 - Identify key change management activities relating to program milestones.
 - Support change management activities for RMTO and RMTO customers as necessary.

B. General Requirements

The Contractor shall be responsible for providing required work products as specified in the SOW.

The Contractor has full responsibility for the tasks and work products listed.

The program office expects the solution delivery contractor(s) (Prime and/or Sub) to maintain a CMMi Level 3 Certification Standard. It is a requirement that the contractor providing the Subject Matter Expertise support must have operated at the same CMMi Level. The contractor shall make available to the program's Independent Verification & Validation (IV&V) Team

evidence that the company has achieved CMMi Level 3 Certification IAW standards defined by the Carnegie Mellon Software Engineering Institute. Evidence may be in the form of certificates or letters of certification and shall include the organization, including the team leader that performed the assessment or appraisal and the date completed.

The Contractor drafts all program deliverables and work products for review and discussion with the appropriate RMTO Assistant Director or Program Managers to ensure adequacy and completeness. The Contractor shall provide all work products, all correspondence and documentation in both electronic and paper deliverables with signed cover letters to the Contracting Officer's Technical Representative (COTR). Unless otherwise designated, all work products will be reviewed in accordance with the RMTO established delivery review process. See Attachment 1.a_Delivery Review Process for details.

The Contractor shall be required to use RMTO approved office automation tools when using electronic tools to present their information. Office automation tools include the following MicroSoft programs: Office, Project, Visio, and SharePoint.

V. Task Order Requirements

A. Period of Performance

The period of performance for this Task Order Agreement is one 12 month Base period with four 12 month Options.

B. Work Hours

Normal working hours are defined as from 7:00 A.M. to 5:00 P.M., Monday through Friday or after hours and on week-ends as necessary for the successful completion of the project.

C. Non-Program Days

The Program Office has designated other traditional work days as non-program days. Non-program days are not counted as a "traditional business day" when computing due dates. For example, the day after Thanksgiving is normally considered a non-program day. The RMTO Program Management Plan has the official calendar of program days.

D. Deliverables

Deliverables consist of a Project Plan, due 5 working days after award. Unless otherwise noted, deliverables are subject to the deliverable review process as defined

in RMTO Directive No. 4160. (See Attachment 1.a_Delivery Review Process for details.)

E. Public Release of Information

A publicity release in connection with this Task Order shall not be made by the Contractor.

F. Key Personnel

1. The key personnel under this Task Order are the lead positions in the following support activities: Program Management Oversight, Communications and Change Management, and Systems Security. The Government will review resumes. All key personnel shall be assigned full-time to the program.
2. Key personnel shall be available to support the requirements of the task orders and ensure that all work performed meets the requirements set forth in this Task Order. Key Personnel shall have sufficient experience in the task being performed.

G. Substitution or Diversion of Key Personnel

1. The key personnel are considered essential to the work performed. The Contractor shall not substitute key personnel without written permission of the Contracting Officer. Before substituting or replacing the specified individuals, the Contractor shall notify the Contracting Officer in writing no less than 15 calendar days in advance and shall submit justification (including the names and resumes of the proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Government will review resumes for all key personnel positions. The Contractor must wait for Government written approval before placing a candidate in a key personnel position. The proposed substitutions shall possess qualifications equal or superior to those of the key person(s) being replaced.
2. The Contractor shall make no diversions or substitutions without the written consent of the Contracting Officer.
3. In the event that a change in key personnel is caused by an individual's sudden illness, death, or termination of employment, the Contractor shall promptly notify the Contracting Officer and provide the information required.

4. The Contractor shall advise the Government at least two (2) weeks in advance before non-key personnel are replaced.

H. Parking

Arrangement for Contractor employee's parking is the sole responsibility of the Contractor. Parking is NOT available at the project site on DHS Facilities.

I. Continuity of Operations Exercises

The Contractor shall participate in the DHS Continuity of Operations (COOP) recall roster drills at no cost to the Government. These exercises normally consist of the execution of an alert "Phone Tree" so personnel understand where to report for work in the event of an emergency.

J. Travel

1. Government authorization is required before incurring any travel expenses. Travel expenses shall be on a cost-reimbursable basis and in accordance with the Federal Travel Regulations. No profit or overhead is associated with this reimbursable.
2. Local travel expenses to and from the work site are not authorized.

K. Security Requirements.

1. General Information

Performance of this task order requires the Contractor to gain access to sensitive but unclassified (SBU) information. SBU is unclassified information for official use only. Department of Homeland Security Acquisition Regulation (HSAR) clause 3052.204-71 requires that contractor personnel requiring unescorted access to government facilities, access to sensitive information, or access to government information technology (IT) resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract.

Department of Homeland Security (DHS) policy requires a favorably adjudicated background investigation prior to commencing work on this contract for all contractor personnel who require recurring access to government facilities or access to sensitive information, or access to government IT resources.

Contractor employees will be given a suitability determination unless this requirement is waived under Departmental procedures. Requirements for suitability determination are defined in paragraph 3.0.

1.1 ADDITIONAL INFORMATION FOR CLASSIFIED CONTRACTS:

Performance of this contract requires the Contractor to gain access to classified National Security Information (includes documents and material). Classified information is Government information which requires protection in accordance with Executive Order 12958, National Security Information (NSI) as amended and supplemental directives.

The Contractor shall abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, an attachment to the contract, and the National Industrial Security Program Operating Manual (NISPO) for protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor is required to have access to classified information at a DHS or other Government Facility, it shall abide by the requirements set forth by the agency.

1.2 GENERAL REQUIREMENT:

The Contractor shall ensure these instructions are expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

2. CONTRACTOR PERSONNEL

2.1 EMPLOYMENT ELIGIBILITY

To comply with the requirements HSAR Clause 3052.204-71, and Department policy, the contractor must complete the following forms for applicable personnel who will be performing work under this contract as indicated:

- Standard Form (SF) 85P, "Questionnaire for Public Trust Positions"
- FD-258 fingerprint cards
- DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement". Required of all applicable contractor personnel.
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act (FCRA)"

2.2 CONTINUED ELIGIBILITY

The Contracting Officer may require the contractor to prohibit individuals from working on contracts 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.

2.3 TERMINATION

The DHS Security Office shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Technical Representative (COTR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COTR,

referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

3.0 SUITABILITY DETERMINATION

DHS may, as it deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

4.0 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation.

Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

4.1 ALTERNATIVE CITIZENSHIP REQUIREMENTS FOR NON-IT CONTRACTS

For non-Classified or non-IT contracts the above citizenship provision shall be replaced with the citizenship provision below:

Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-55 1). Any exceptions must be approved by the Department's Chief Security Officer or designee.

5.0 INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

6.0 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

7.0 REFERENCES

7.1 DHS Office of Security

DHS, Office of Security
Personnel Security Staff
Attn: Ora Smith
Washington DC 20528
Telephone: (202) 447-5372

L. Government-Furnished Information and Equipment

The Government will furnish the necessary equipment and information to ensure the contractor has a sufficient basis from which to assist in the program management and implementation of RMTO Projects.

The contractor must acknowledge, in writing, any Government-Furnished Equipment provided to them. The equipment shall be issued for the use of official government business and the recipient shall follow all application DHS policies governing their use. Failure of any individual to follow these policies will result in the removal of that individual from this order.

M. Non-Personal Services

The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

Contractor personnel under this contract shall not (i) be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, or (ii) be placed in a position of command, supervision, administration or control over Government personnel.

N. Clauses, Additional Terms, and Conditions

The terms and conditions included in this task order apply to this task order. In the event of an inconsistency between the provisions of this task order and the Schedule contract, the Schedule contract shall take precedence.

Only Contracting Officers, acting within the scope of their authority, are empowered to execute contracts and modifications on behalf of the government.

Any costs resulting from authority other than that of the Contracting Officer shall be disallowed.

In addition to the clauses in the FSS schedule, the following provisions/clauses apply to this order:

52.217-5 Evaluation of Options. (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

FAR 52.217-8 Option to Extend Services (NOVEMBER 1999)

The government may require continued performance of any services within the limits and at rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the current performance period end date.

(End of clause)

HSAR 3052.204-71 (Alt. 1) 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 S SI," 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.

(g) Before receiving access to IT resources under this contract the individual must receive a

security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE
EXPATRIATES (JUN 2006)**

(a) Prohibitions.

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Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except 06-01-2006 HSAR 52-8 that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears. Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the

properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former

shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former

partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when

determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or 06-01-2006 HSAR 52-9

(ii) stock of such entity which is sold in a public offering related to the acquisition

described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C 395(b)(1).

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard

transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104- 3;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104- 73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104- 73, but it plans to submit a request for waiver pursuant to 3009.104-74. 06-01-2006 HSAR 52-10

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting [“contracting officer shall insert description here”] .

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

(1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of provision)

3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is [describe the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

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(End of clause)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUESTION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00001 04/17/2008 RUIO-08-00038

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

U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Ctr. 245 Murray Lane, SW Building 410 Washington DC 20528
 U.S. Dept. of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO
 BAE SYSTEMS INFORMATION TECHNOLOGY INC 2525 NETWORK PLACE HERNDON VA 201713514 (x)

9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0007P HSHQDC-08-F-00001
 10B. DATED (SEE ITEM 11) 11/02/2007
 CODE 004649125000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

IFSR002-000-IX-22-10-03-000-02-05-0000-00-00-00-00-GE-0E2576-000000

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 FAR 52.243-3 Changes - Time-and-Materials or Labor-Hours
 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: 004649125+0000

The purpose of this modification is to change Contract Line Item Number (CLIN)s 0001, 0003, 0005, 0007 and 0009 for the Systems Analyst, Lead labor category.

Therefore, the (b)(4) Systems Analyst, Lead under CLINs 0001, 0003, 0005, 0007, and 0009 designated at (b)(4) each resulting in a total of (b)(4) hours, is deleted and replaced with Systems Analysts, Lead at a total of (b)(4) hours which will allow the program office more flexibility in managing this program. This change applies to the base year and Options 1 through 4.

Discount Terms:

Net 30

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/ORDER NO. 15C. DATE SIGNED 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15B. UNITED STATES OF AMERICA 15C. DATE SIGNED
 DAVID MAER, Contracts MGR. Holly Hubbell
 4/24/08 4/24/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: RMTO Resource Mgmt Transformation Office 245 Murray Drive Bldg 410 Washington DC 20528 FOB: Destination Period of Performance: 11/02/2007 to 11/01/2012 Change Item 0001 to read as follows (amount shown is the obligated amount):				
0001	Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1). Services Include: a. Management Consultant (b)(4) - (b)(4) (b)(4) b. Systems Analyst - Senior (b)(4) - (b)(4) (b)(4) (b)(4) c. Systems Analyst - Lead - (b)(4) (b)(4) (b)(4). Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES	1	LO	(b)(4)	0.00
0003	Change Item 0003 to read as follows (amount shown is the obligated amount): Option Year 1 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1). Services Include: a. Management Consultant (b)(4) - (b)(4) (b)(4) (b)(4) Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0007P/HSHQDC-08-F-00001/P00001

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NAME OF OFFEROR OR CONTRACTOR
BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>b. Systems Analyst - Senior (b)(4) (b)(4)</p> <p>(b)(4) (b)(4)</p> <p>(b)(4)</p> <p>c. Systems Analyst - Lead - (b)(4)</p> <p>(b)(4)</p> <p>(b)(4)</p> <p>The estimated value of this CLIN is (b)(4)</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>08/01/2008</p> <p>Product/Service Code: R408</p> <p>Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 2 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include:</p> <p>a. Management Consultant (b)(4) (b)(4)</p> <p>(b)(4) (b)(4)</p> <p>(b)(4)</p> <p>b. Systems Analyst - Senior (b)(4) (b)(4)</p> <p>(b)(4) (b)(4)</p> <p>(b)(4)</p> <p>c. Systems Analyst - Lead - (b)(4)</p> <p>(b)(4)</p> <p>(b)(4)</p> <p>The estimated value of this CLIN is (b)(4)</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>08/01/2009</p> <p>Product/Service Code: R408</p> <p>Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Change Item 0007 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				0.00

NAME OF OFFEROR OR CONTRACTOR
BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>Option Year 3 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include:</p> <p>a. Management Consultant (2) - (b)(4) (b)(4) (b)(4)</p> <p>b. Systems Analyst - Senior (00) (b)(4) (b)(4) (b)(4)</p> <p>c. Systems Analyst - Lead - (b)(4) (b)(4) (b)(4)</p> <p>The estimated value of this CLIN is (b)(4). Amount: \$0.00 (Option Line Item) 08/01/2010 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Change Item 0009 to read as follows (amount shown is the obligated amount):</p>				0.00
0009	<p>Option Year 4 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include:</p> <p>a. Management Consultant (b)(4) (b)(4) (b)(4) (b)(4)</p> <p>b. Systems Analyst - Senior (01) (b)(4) (b)(4) (b)(4)</p> <p>c. Systems Analyst - Lead (b)(4) (b)(4)</p> <p>Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(4)</p> <p>The estimated value of this CLIN is (b)(4).</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>08/01/2011</p> <p>Product/Service Code: R408</p> <p>Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p>				

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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>(202) 447-0057 email: (b)(2)(b)(6) See Attached COTR Appointment Letter for more information.</p> <p>2. The Management Consultant under CLINs 0001, 0003, 0005, 0007, and 0009 designated at (b)(4) (b)(4) resulting in a total of (b)(4) hours, is deleted and replaced with Management Consultant at a total of (b)(4) hours.</p> <p>3. The Systems Analyst, Senior under CLINs 0001, 0003, 0005, 0007, and 0009 designated at (b)(4) each resulting in a total of (b)(4) hours, is deleted and replaced with Systems Analysts, Senior at a total of (b)(4) hours.</p> <p>The removal of the FTE designations will allow the program office more flexibility in managing this program. These changes apply to the base year and Options 1 through 4. CLINs 0002, 0004, 0006, 0007, 0008, and 0010 remain unchanged.</p> <p>Discount Terms: Net 30</p> <p>Delivery Location Code: RMT0 Resource Mgmt Transformation Office 245 Murray Drive Bldg 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 11/02/2007 to 11/01/2012</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include: a. Management Consultant - (b)(4) hours at (b)(4) in the total amount of (b)(4) b. Systems Analyst - Senior - (b)(4) hours at (b)(4) in the total amount of (b)(4) Continued ...</p>	1	LC	(b)(4)	0.00

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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>c. Systems Analyst - Lead - (b)(4) hours at (b)(4) in the total amount of (b)(4) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 1 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include: a. Management Consultant (b)(4) hours at (b)(4) in the total amount of (b)(4) b. Systems Analyst - Senior - (b)(4) hours at (b)(4) in the total amount of (b)(4) c. Systems Analyst - Lead - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>The estimated value of this CLIN is (b)(4) Amount: \$0.00 (Option Line Item) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p>				0.00
0005	<p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 2 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include: a. Management Consultant (b)(4) hours at Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>(b)(4) in the total amount of (b)(4)</p> <p>b. Systems Analyst - Senior - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>c. Systems Analyst - Lead - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>The estimated value of this CLIN is (b)(4). Amount: \$0.00 (Option Line Item) 08/01/2009 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Change Item 0007 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 3 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include:</p> <p>a. Management Consultant - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>b. Systems Analyst - Senior - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>c. Systems Analyst - Lead - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>The estimated value of this CLIN is (b)(4). Amount: \$0.00 (Option Line Item) 08/01/2010 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p> <p>Change Item 0009 to read as follows (amount shown is the obligated amount): Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
 BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	<p>Option Year 4 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include:</p> <p>a. Management Consultant - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>b. Systems Analyst - Senior - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>c. Systems Analyst - Lead - (b)(4) total hours at (b)(4) in the total amount of (b)(4).</p> <p>The estimated value of this CLIN is (b)(4). Amount: \$0.00 (Option Line Item) 08/01/2011 Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p>				0.00

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO 5. PROJECT NO. (If applicable)
 P00003 10/27/2008 RUFO-09-00007

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

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Information Tech. Acquisition Ctr.
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Information Tech. Acquisition Div.
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 BAE SYSTEMS INFORMATION TECHNOLOGY INC
 2525 NETWORK PLACE
 HERNDON VA 201713514

(x) 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

CODE 004649125000 FACILITY CODE

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
 GS-10F-0007P
 HSHQDC-08-F-00001
 10B. DATED (SEE ITEM 11)
 11/02/2007

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) Net Increase: \$3,677,012.80
 FSTC00X-00-IX-22-18-00-000-02-04-0000-00-00-00-00-GE-OE-25-76-000000

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 004649125+0000
 The purpose of this modification is to exercise Option 1.
 Option 1, Contract Line Item Number (CLIN)s 0003 and 0004, are hereby exercised and funded
 Period of Performance is 11/02/08 - 11/01/09. Funding for this contract is increased by
 \$3,677,012.80 from \$3,533,080.00 to \$7,210,092.80.

Discount Terms:
 Net 30
 Delivery Location Code: RMT0
 Resource Mgmt Transformation Office
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. UNITED STATES OF AMERICA
 Holly Hubbell
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 10/27/08

NAME OF OFFEROR OR CONTRACTOR
BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>245 Murray Drive Bldg 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 11/02/2007 to 11/01/2012</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 1 - Program Management Support for the Resource Management Transformation Office to include PMO, Technical and administrative support in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).</p> <p>Services Include: a. Management Consultant - (b)(4) hours at (b)(4) in the total amount of (b)(4) b. Systems Analyst - Senior - (b)(4) hours at (b)(4) in the total amount of (b)(4) c. Systems Analyst - Lead - (b)(4) hours at (b)(4) in the total amount of (b)(4)</p> <p>The estimated value of this CLIN is (b)(4) Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES</p>				(b)(4)
0004	<p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 1 - Travel All travel must be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is for cost only. It is noted at a Not To Exceed (NTE) amount of (b)(4). This travel is in support of Contract Line Item (CLIN) 0101.</p> <p>Total estimated value for this Option Period (CLINs 0101 - 0102) is (b)(4) with a Continued ...</p>	1	LO	(b)(4)	(b)(4)

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BAE SYSTEMS INFORMATION TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance of 11/02/08 - 11/01/09. Product/Service Code: R408 Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES				