

ORDER FOR SUPPLIES OR SERVICES

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

| | | | | | |
|---|--|---|----------------------|---|--|
| 1. DATE OF ORDER 09/28/2007 | | 2. CONTRACT NO. (If any) HSHQDC-06-D-00024 | | 6. SHIP TO: | |
| 3. ORDER NO. HSHQDC-07-J-00693 | | 4. REQUISITION/REFERENCE NO. RPCS-07-00064 | | a. NAME OF CONSIGNEE Department of Homeland Security | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations Preparedness Branch 245 Murray Lane, SW Building 410 Washington DC 20528 | | | | b. STREET ADDRESS 245 Murray Lane Bldg. 410 | |
| c. CITY Washington | | d. STATE DC | e. ZIP CODE 20528 | | |
| 7. TO: | | | | f. SHIP VIA | |
| a. NAME OF CONTRACTOR GENERAL DYNAMICS ONE SOURCE LLC | | | | 8. TYPE OF ORDER | |
| b. COMPANY NAME | | | | <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY | |
| c. STREET ADDRESS 3211 JERMANTOWN 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 FAIRFAX | | e. STATE VA | f. ZIP CODE 22030 | | |
| 9. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | 10. REQUISITIONING OFFICE Department of Homeland Security | |

| | | | | | | | |
|---|---|------------------------------|---|--|---|------------------|--------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | | | 12. F.O.B. POINT | |
| <input type="checkbox"/> a. SMALL | <input checked="" type="checkbox"/> b. OTHER THAN SMALL | | <input type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | | Destination | |
| <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone | | <input type="checkbox"/> f. EMERGING SMALL BUSINESS | | | | |
| 13. PLACE OF | | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | | 16. DISCOUNT TERMS |
| a. INSPECTION Destination | | b. ACCEPTANCE Destination | | | | Net 30 | |

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: <input type="text" value="(b)(4)"/> DUNS Number: 610320215+0000 Tax ID No: <input type="text" value="(b)(4)"/> DUNS No: 610320215 This is Time and Materials Task Order Description: Integration and Support Continued ... | | | | | |

| | | | | | | |
|---------------------------------|--|--|-------------|-----------------|----------------|---------------------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | | | | |
| a. NAME | | Department of Homeland Security | | | | \$8,022,755.00 |
| b. STREET ADDRESS (or P.O. Box) | | Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410 | | | | |
| c. CITY | | d. STATE | e. ZIP CODE | | \$8,022,755.00 | 17(i) GRAND TOTAL |
| Washington | | DC | 20528 | | | |

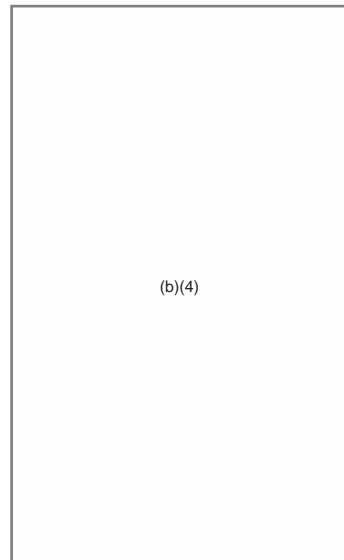
| | | | | | | | |
|--|--|--|--|--|--|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature)  | | | | 23. NAME (Typed) Ella M. Chapman TITLE: CONTRACTING/ORDERING OFFICER | | | |
|--|--|--|--|--|--|--|--|

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

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

| | | |
|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0001AA | <p>Services Functional Category 1: Infrastructure Engineering Design, Development, Implementation, and Integration Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations Preparedness Branch 245 Murray Lane, SW Building 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurment Operations 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Period of Performance: 10/01/2007 to 05/31/2008</p> <p>Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover all reference tasks) Not-to-Exceed Ceiling price Hours: <input type="text" value="(b)(4)"/></p> <p>Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded <input type="text" value="(b)(4)"/></p> | | | | | |
| 0002AA | <p>24 x 7 Incident Handling Team Support IAW SOW: Tasks 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9, 6.2.10,6.2.11, and 6.2.12 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(6)"/></p> <p>Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-0 Continued ...</p> | | | | | |



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

**ORDER FOR SUPPLIES OR SERVICES
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| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
| 09/28/2007 | HSHQDC-06-D-00024 | HSHQDC-07-J-00693 |

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) | |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|--|
| 0003AA | 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) | | | | (b)(4) | | |
| 0004AA | Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) | | | | | | |
| 0005AA | Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, and 6.5.5 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount: (b)(4) Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) Amount: (b)(4) Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 Continued ... | | | | | | |
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 0006AA | <p>0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4)</p> <p>Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4)</p> | | | | (b)(4) | |
| 0007AA | <p>Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded (b)(4)</p> | | | | | |
| 0008AA | <p>OPTIONAL TASK: Mission Operating Environment Support IAW SOW: Tasks 6.8, 6.8.1, 6.8.2, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.7, 6.8.9, and 6.8.10 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4)</p> <p>Continued ...</p> | | | | | |
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|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 0009AA | Transition Plan IAW SOW: Task 6.9 (Not Separately Priced) Accounting Info: Funded: (b)(4) | 1 | LO | | (b)(4) | |
| 0010AA | Surge Support IAW SOW: Task 7.0 Not-to-Exceed Ceiling Price Hours: (b)(4) Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) | | | | | |
| 0011 | Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement) Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) | | | | | |
| 0012 | Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) | | | | | |
| 0013 | OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours (b)(4) Continued ... | | | | | |

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|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| 0014 | Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours: (b)(4) | | | | (b)(4) | |
| 1001AA | Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) OPTION YEAR ONE PERIOD OF PERFORMANCE June 1, 2008 - May 31, 2009 Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount: (b)(4) Amount: (b)(4) Option Line Item) 05/31/2008 | | | | | |
| 1002AA | Accounting Info: TBD Funded: (b)(4) 24 x 7 Incident Handling Team Support IAW SOW: Tasks 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9, 6.2.10,6.2.11, and 6.2.12 (This CLIN covers all reference tasks) Not- to-Exceed Ceiling Price Hours: (b)(4) Amount: (b)(4) | | | | | |
| | Continued ... | | | | | |

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|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 1003AA | Amount (b)(4) Option Line Item) 05/31/2008 Accounting Info: TBD Funded (b)(4) Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: Amount (b)(4) Amount (b)(4) Line Item) 05/31/2008 Accounting Info: TBD Funded: (b)(4) | | | | | |
| 1004AA | Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: Amount: (b)(4) Amount: (b)(4) Option Line Item) 05/31/2008 Accounting Info: TBD Funded (b)(4) | | | | | |
| 1005AA | Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, and 6.5.5 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: Amount: (b)(4) Amount (b)(4) Option Line Item) 05/31/2008 Continued ... | | | | | |

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|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|--|
| 1006AA | Amount: (b)(4) Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded (b)(4) Amount (b)(4) Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount: (b)(4) Amount: (b)(4) Option Line Item) 05/31/2008 Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) | | | | (b)(4) | | |
| 1007AA | Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Amount: (b)(4) Option Line Item) 05/31/2008 Accounting Info: TBD Funded (b)(4) | | | | | | |
| 1008AA | OPTIONAL TASK: Mission Operating Continued ... | | | | | | |

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|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| 1009AA | Environment Support IAW SOW: Tasks 6.8, 6.8.1, 6.8.2, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.7, 6.8.8, 6.8.7, 6.8.9, and 6.8.10 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Amount: <input type="text" value="(b)(4)"/> Amount: <input type="text" value="(b)(4)"/> Line Item) 05/31/2008 Accounting Info: Funded <input type="text" value="(b)(4)"/> Surge Support IAW SOW: Task 7.0 Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Amount: <input type="text" value="(b)(4)"/> Amount: <input type="text" value="(b)(4)"/> Option Line Item) 05/31/2008 Accounting Info: TBD Funded: <input type="text" value="(b)(4)"/> | | | | | (b)(4) |
| 1010 | Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement) Amount <input type="text" value="(b)(4)"/> Amount <input type="text" value="(b)(4)"/> Line Item) 05/31/2008 Accounting Info: TBD Funded <input type="text" value="(b)(4)"/> | | | | | |
| 1011 | Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) Amount <input type="text" value="(b)(4)"/> Amount <input type="text" value="(b)(4)"/> Option Line Item) 05/31/2008 Accounting Info: Continued ... | | | | | |

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|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 1012 | TBD Funded: (b)(4) OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours: Amount (b)(4) Amount (b)(4) Line Item) 05/31/2008 Accounting Info: TBD Funded (b)(4) | | | | | |
| 1013 | OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours: Amount (b)(4) Amount (b)(4) line Item) 05/31/2008 Accounting Info: TBD Funded: (b)(4) | | | | | |
| 2001AA | OPTION PERIOD TWO PERIOD OF PERFORMANCE June 1, 2009 - May 31, 2010 Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover all reference tasks) Not-to-Exceed Ceiling Price Hours: Amount (b)(4) Amount: (b)(4) Option Line Item) 05/31/2009 Accounting Info: TBD Funded: (b)(4) | | | | | |
| 2002AA | 24 x 7 Incident Handling Team Support IAW SOW: Tasks 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9, Continued ... | | | | | |

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|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | 6.2.10,6.2.11, and 6.2.12 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Amount <input type="text" value="(b)(4)"/> Amount <input type="text" value="(b)(4)"/> Option Line Item) 05/31/2009 Accounting Info: TBD Funded <input type="text" value="(b)(4)"/> | | | | | |
| 2003AA | Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Amount <input type="text" value="(b)(4)"/> Amount <input type="text" value="(b)(4)"/> Line Item) 05/31/2009 Accounting Info: TBD Funded: <input type="text" value="(b)(4)"/> | | | | | |
| 2004AA | Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Amount <input type="text" value="(b)(4)"/> Amount <input type="text" value="(b)(4)"/> Option Line Item) 05/31/2009 Accounting Info: CS000-000-M7-4070-01-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: <input type="text" value="(b)(4)"/> | | | | | (b)(4) |
| 2005AA | Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, and 6.5.5 (This CLIN covers all Continued ... | | | | | |

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|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | reference tasks) Not-to-Exceed Ceiling Price Hours Amount (b)(4) Amount (b)(4) (line Item) 05/31/2009 Amount (b)(4) Accounting Info: TBD Funded: (b)(4) Amount: Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-0E-2510-RPCS64 Funded: (b)(4) | | | | | |
| 2006AA | Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: Amount: (b)(4) Amount: (b)(4) Option Line Item) 05/31/2009 Accounting Info: TBD Funded (b)(4) | | | | | (b)(4) |
| 2007AA | Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours Amount (b)(4) Amount (b)(4) Option Line Item) 05/31/2009 Accounting Info: Continued ... | | | | | |

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

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

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

| | | |
|---------------|-------------------|-------------------|
| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
| 09/28/2007 | HSHQDC-06-D-00024 | HSHQDC-07-J-00693 |

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 2008AA | TBD Funded: (b)(4) OPTIONAL TASK: Mission Operating Environment Support IAW SOW: Tasks 6.8, 6.8.1, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.7, 6.8.9 and 6.8.10 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Amount: (b)(4) Option Line Item) 05/31/2009 Accounting Info: Funded: (b)(4) | | | | (b)(4) | |
| 2009AA | Surge Support IAW SOW: Task 7.0 Not-to-Exceed Ceiling Price Hours: (b)(4) Amount: (b)(4) Amount (b)(4) Option Line Item) 05/31/2009 Accounting Info: TBD Funded (b)(4) | | | | | |
| 2010 | Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement) Amount: (b)(6) Amount (b)(4) Option Line Item) 05/31/2009 Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-GE-OE-2510-RPCS64 Funded (b)(4) | | | | | |
| 2011 | Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) Amount: (b)(4) Continued ... | | | | | |
| | | | | | | |

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

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

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

| | | |
|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| 2012 | Amount: (b)(4) Option Line Item) 05/31/2009 Accounting Info: TBD Funded (b)(4) OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours Amoun (b)(4) | | | | (b)(4) | |
| 2013 | Amount: (b)(4) Option Line Item) 05/31/2009 Accounting Info: TBD Funded (b)(4) OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours: Amount (b)(4) | | | | | |
| 3001AA | Amount (b)(4) Option Line Item) 05/31/2009 Accounting Info: TBD Funded (b)(4) OPTION PERIOD THREE PERIOD OF PERFORMANCE June 1, 2010 - May 31, 2011 Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover all reference tasks) Not-to-Exceed Ceiling Price Hour Amou (b)(4) Continued ... | | | | | |
| | | | | | | |

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

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

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

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|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 3002AA | Amount: (b)(4) Option Line Item) 05/31/2010 Accounting Info: TBD Funded: (b)(4) 24 x 7 Incident Handling Team Support IAW SOW: Tasks 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9, 6.2.10,6.2.11, and 6.2.12 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Amount (b)(4) Option Line Item) 05/31/2010 Accounting Info: TBD (b)(4) Funded (b)(4) | | | | | (b)(4) |
| 3003AA | Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Amount (b)(4) Line Item) 05/31/2010 Accounting Info: TBD (b)(4) Funded (b)(4) | | | | | |
| 3004AA | Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Continued ... | | | | | |
| | | | | | | |

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

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

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

| | | |
|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 3005AA | <p>Amount: (b)(4) ption Line Item) 05/31/2010</p> <p>Accounting Info: TBD Funded (b)(4)</p> <p>Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, and 6.5.5 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours (b)(4) Amount (b)(4)</p> <p>Amount: (b)(4) Option Line Item) 05/31/2010</p> <p>Amount (b)(4) Accounting Info: TBD Funded (b)(4)</p> <p>Amount (b)(4) Accounting Info: TBD Funded: (b)(4)</p> | | | | (b)(4) | |
| 3006AA | <p>Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours (b)(4) Amount (b)(4)</p> <p>Amount: (b)(4) ption Line Item) 05/31/2010</p> <p>Accounting Info: TBD Funded (b)(4)</p> | | | | | |
| 3007AA | <p>Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This CLIN covers all reference Continued ...</p> | | | | | |

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

| | | |
|---------------|-------------------|-------------------|
| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
| 09/28/2007 | HSHQDC-06-D-00024 | HSHQDC-07-J-00693 |

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | tasks) Not-to-Exceed Ceiling Price Hour [redacted] Amou [redacted] | | | | | |
| | Amount: [redacted] Option Line Item) 05/31/2010 Accounting Info: TBD Funded: [redacted] | | | | | |
| 3008AA | OPTIONAL TASK: Mission Operating Environment Support IAW SOW: tasks 6.8, 6.8.1, 6.8.2, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.9, and 6.8.10 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours [redacted] Amoun [redacted] | | | | | |
| | Amount [redacted] Option Line Item) 05/31/2010 Accounting Info: Funded: [redacted] | | | | | |
| 3009AA | Surge Support IAW SOW: Task 7.0 Not-to-Exceed Ceiling Price Hour [redacted] Amou [redacted] | | | | | |
| | Amount [redacted] Option Line Item) 05/31/2010 Accounting Info: TBD Funded: [redacted] | | | | | |
| 3010 | Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement) Amount; [redacted] Continued ... | | | | | |

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

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

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

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|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 3011 | Amount: (b)(4) Option Line Item) 05/31/2010 Accounting Info: TBD Funded: (b)(4) Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) Amount: (b)(4) | | | | | |
| 3012 | Amount: (b)(4) Option Line Item) 05/31/2010 Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded: (b)(4) OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours (b)(4) Amount (b)(4) Amount: (b)(4) Option Line Item) 05/31/2010 Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded (b)(4) | | | | (b)(4) | |
| 3013 | OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Amount (b)(4) Option Line Item) 05/31/2010 Continued ... | | | | | |

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

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

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

| | | |
|---------------|-------------------|-------------------|
| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
| 09/28/2007 | HSHQDC-06-D-00024 | HSHQDC-07-J-00693 |

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| 4001AA | Accounting Info: TBD Funded: (b)(4) OPTION PERIOD FOUR PERIOD OF PERFORMANCE June 1, 2011 - May 31, 2012 Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover all reference tasks) Not-to-Exceed Ceiling Price Hour (b)(4) Amou (b)(4) Amount: (b)(4) Option Line Item) 05/31/2011 Accounting Info: TBD Funded: (b)(4) | | | | | (b)(4) |
| 4002AA | Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount: (b)(4) Amount: (b)(4) ine Item) 05/31/2011 Accounting Info: TBD Funde (b)(4) | | | | | |
| 4003AA | Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Amount (b)(4) Line Item) 05/31/2011 Accounting Info: TBD Continued ... | | | | | |
| | | | | | | |

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

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

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

| | | |
|---------------|-------------------|-------------------|
| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
| 09/28/2007 | HSHQDC-06-D-00024 | HSHQDC-07-J-00693 |

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) | |
|----------|--|----------------------|----------|----------------|------------|-----------------------|--|
| (A) | (B) | | | | | | |
| 4004AA | Funded (b)(4) Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Amount (b)(4) Option Line Item) 05/31/2011 Accounting Info: TBD Funded (b)(4) | | | | (b)(4) | | |
| 4005AA | Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, and 6.5.5 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours (b)(4) Amount (b)(4) Amount (b)(4) Option Line Item) 05/31/2011 Amount: (b)(4) Accounting Info: TBD Funded (b)(4) Amount (b)(4) Accounting Info: TBD Funded: (b)(4) | | | | | | |
| 4006AA | Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) Continued ... | | | | | | |
| | | | | | | | |

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

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

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

| | | |
|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 4007AA | Amount (b)(4) Option Line Item) 05/31/2011 Accounting Info: TBD Funded: (b)(4) Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hour (b)(4) Amou (b)(4) | | | | (b)(4) | |
| 4008AA | Amount: (b)(4) Option Line Item) 05/31/2011 Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded (b)(4) OPTIONAL TASK: Mission Operating Environment Support IAW SOW: Tasks 6.8, 6.8.1, 6.8.2, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.9, and 6.8.19 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount (b)(4) | | | | | |
| 4009AA | Amount (b)(4) Option Line Item) 05/31/2011 Accounting Info: Funded (b)(4) Surge Support IAW SOW: Task 7.0 Not-to-Exceed Ceiling Price Hours (b)(4) Amoun (b)(4) Continued ... | | | | | |

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

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

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

| | | |
|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 4010 | Amount (b)(4) Option Line Item) 05/31/2011 Accounting Info: TBD Funded (b)(4) Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement) Amount: (b)(4) Amount: (b)(4) Option Line Item) 05/31/2011 Accounting Info: TBD Funded (b)(4) | | | | (b)(4) | |
| 4011 | Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Re Amount: (b)(4) Amount: (b)(4) Option Line Item) 05/31/2011 Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-0 0-00-00-00-GE-OE-2510-RPCS64 Funded (b)(4) | | | | | |
| 4012 | OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours Amoun (b)(4) Amount (b)(4) Option Line Item) 05/31/2011 Accounting Info: TBD Funded (b)(4) Continued ... | | | | | |
| | | | | | | |

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

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

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

| | | |
|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 09/28/2007 | CONTRACT NO. HSHQDC-06-D-00024 | ORDER NO. HSHQDC-07-J-00693 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 4013 | <p>OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours Amount (b)(4)</p> <p>Amount: (b)(4) Option Line Item) 05/31/2011</p> <p>Accounting Info: TBD Funded: (b)(4)</p> <p>The total amount of award: \$8,022,755.00. The obligation for this award is shown in box 17(i).</p> | | | | (b)(4) | |

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

OPTION YEAR 4

| Labor Category | Labor Rates Opt 1 EAGLE Contract Rate |
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| (b)(4) | |
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A.4 INSPECTION AND ACCEPTANCE

Inspection and acceptance of services will be performed by Contracting Officer Technical Representative (COTR).

A.5 PERIOD OF PERFORMANCE

The period of performance is as follows:

- Base Period: October 1, 2007 through May 31, 2008
- Option Period 1: June 1, 2008 through May 31, 2009
- Option Period 2: June 1, 2009 through May 31, 2010
- Option Period 3: June 1, 2010 through May 31, 2011
- Option Period 4: June 1, 2011 through May 31, 2012

A.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR for this task order is:

Larry L. Willis
Telephone Nun
E-mail address: (b)(6)

A.7 SUBMISSION OF INVOICES- SINGLE PAYMENT OFFICE

Original invoices shall be sent to the address identified in block 21 of form Optional Form 347. The invoice must contain the (1) contract number or blanket purchase

agreement as applicable, (2) order numbers, (3) applicable contract line item number(s). The invoice must comply with the payment clause in this award document to be considered a proper invoice.

A.8 CLAUSES

1. 3052.204-70 Security requirements for unclassified information technology resources (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

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

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

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

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

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

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

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

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

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

(End of clause)

(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)

2. 3052.204-71 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)

**ALTERNATE I
(JUN 2006)**

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(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)

3. 3052.209-70 Prohibition on contracts with corporate expatriates (JUN 2006)

(a) Prohibitions.

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 Afiliated 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 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

(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 3009.104-73;

___ 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.

(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)

4. 3052.215-17 Key Personnel or facilities (DEC 2003)

a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

| Name | Position |
|-------------|-----------------|
| (b)(6) | Program Manager |

5. 3052.242-72 Contracting Officer's technical representative (DEC 2003)

a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

6. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Nov 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

7. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the 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 of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**8. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

9. OPTIONAL TASKS (Reference CLINs 0008AA, 0010AA, 0013, 0014, 1008AA, 1009AA, 1012, 1013, 2008AA, 2009AA, 2012, 2013, 3008AA, 3009AA, 3012, 3013, 4008AA, 4009AA, 4012 and 4013)

This task order contains CLINs for optional tasks. The contractor shall not incur any costs under these CLINs unless written authorization is provided by the Contracting Officer.

**DEPARTMENT OF HOMELAND SECURITY
NATIONAL CYBER SECURITY DIVISION
UNITED STATES COMPUTER EMERGENCY READINESS TEAM
INTEGRATION AND SUPPORT SERVICES**

STATEMENT OF WORK



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UNITED STATES COMPUTER EMERGENCY READINESS TEAM INTEGRATION AND SUPPORT SERVICES

1.0 REQUIRING ORGANIZATION

**Department of Homeland Security
National Cyber Security Division
245 Murray Lane
Building 410
Mailstop 8500
Washington, D. C. 20528-8500**

2.0 OBJECTIVE

The objective of this Integration and Support Services (ISS) Task Order (TO) is to provide information technology (IT) services to support the Department of Homeland Security (DHS) National Cyber Security Division (NCSA) United States Computer Emergency Readiness Team (US-CERT) in its cyber security mission.

3.0 BACKGROUND

3.1 Department of Homeland Security. NCSA functions under DHS and currently supports and interfaces with other functions of DHS, in particular the Office of Intelligence and Analysis and the National Operations Center (NOC).

3.1.1 DHS Under Secretary for National Protection and Program Directorate. The mission of DHS Under Secretary for National Protection and Program Directorate (NPPD) is to identify and assess current and future threats to the homeland, map those threats against vulnerabilities, issue timely warnings, and take preventive and protective action. Two key areas of support include Intelligence Analysis and Alerts and Critical Infrastructure Protection. The goal of the Intelligence Analysis and Alerts function is to produce actionable intelligence, i.e., information that can lead to stopping or apprehending terrorists, improve the government's ability to disrupt and prevent terrorist acts, and to provide useful warning to the private sector and our population. NPPD fuses and analyzes information from multiple sources pertaining to terrorist threats and partners with intelligence-generating agencies, such as the National Security Agency (NSA), the Central Intelligence Agency (CIA), and the Federal Bureau of Investigation (FBI). DHS threat analysis and warning functions support the President and other national decision-makers. DHS coordinates with Federal, State, and local agencies and with the private sector. The Critical Protection function deals with protecting the nation's critical infrastructure in a shared responsibility of Federal, State, and local government, in active partnership with the private sector, which owns approximately 85 percent of the nation's critical infrastructure. NPPD has the responsibility of coordinating the national effort to secure the nation's infrastructure and providing the primary Federal contact for coordinating protection activities, including vulnerability assessments, strategic planning efforts, and exercises.

3.1.2 National Cyber Security Division. The NCSD was created 6 June 2003 as a part of the DHS, National Protection and Program Directorate (NPPD). The NCSD has been charged with coordinating the implementation of the strategy outlined in the National Strategy to Secure Cyber Space, and is partnering with private and public organizations to develop long-term solutions to address the considerable challenges inherent to securing cyberspace.

The NCSD of the DHS consists of four major components: the US-CERT, Law Enforcement and Intelligence, Awareness and Outreach, and Strategic Initiatives. The NCSD was established to serve as the federal government's cornerstone for cyber security coordination and preparedness, including implementation of the National Strategy to Secure Cyberspace.

This acquisition is for the Integration and Support Services (ISS) for the US-CERT. The US-CERT is the operational arm of the NCSD. The US-CERT is a partnership between DHS and the public and private sectors to protect the nation's Internet infrastructure. US-CERT coordinates the defense against and responses to cyber attacks across the nation. US-CERT analyzes and reduces cyber threats and vulnerabilities; disseminates cyber threat warning information; and coordinates incident response activities.

4.0 SCOPE

The scope of this Statement of Work (SOW) includes all integration and support services necessary to operate the US-CERT. This includes Task Order Management; 24x7 Incident Handling Team Support; Malicious Code (Malcode) Support; Strategic Analysis Services; Situational Awareness; Information Support Services; Emergency Support Function #2 Supports; and the Mission Operating Environment (MOE) Support (optional). The Government may issue additional tasks under this TO.

4.1 DHS Enterprise Architecture Compliance

Contractors shall comply with DHS Enterprise Architecture requirements when the task order involves tasks to design, develop, or maintain an IT system for a DHS Headquarters or Component program. All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures as it relates to this Statement of Work and associated TOs. Specifically, the contractor shall comply with the following Homeland Security Enterprise Architecture (HLS EA) requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware or software shall be compliant with the HLS EA Technology Reference Model (TRM) Standards and Products Profile.
- All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.

5.0 APPLICABLE DOCUMENTS

- 1) DOD 5220.22M, National Industrial Security Program Operating Manual
- 2) DHS MD 4300 Pub, Homeland Security Information Technology Security Program Publication
- 3) DHS MD 4010.2 Pub, Section 508 Program Management Office and Electronic and Information Technology Accessibility
- 4) DHS MD 4010.2, Appendix A, Software Applications and Operating Systems
- 5) DHS MD 4010.2, Appendix B, Web-based Intranet and Internet Information and Applications
- 6) DHS MD 4010.2, Appendix C, Telecommunications Products
- 7) DHS MD 4010.2, Appendix D, Video and Multimedia Products
- 8) DHS MD 4010.2, Appendix E, Self Contained, Closed Products
- 9) DHS MD 4010.2, Appendix F, Desktop and Portable Computers
- 10) DHS MD 4010.2, Appendix G, Functional Performance Criteria
- 11) DHS MD 4010.2, Appendix H, Information, Documentation and Support
- 12) Homeland Security Critical Information Act of 2002
- 13) GAO, Testimony Before the House Committee on Homeland Security, Subcommittee on Economic Security, Infrastructure Protection, and Cybersecurity
- 14) Computer Security Incident Handling Guide

6.0 TECHNICAL REQUIREMENTS/TASKS

This SOW contains the requirements for multiple tasks that will be awarded upon task order award. Optional tasks may be awarded at the discretion of the Government. The technical requirements, tasks, and deliverables for each task are detailed in the subsections that follow. A consolidated list of deliverables for this SOW is included in Section 17.3 of this SOW, entitled Deliverable/Delivery Schedule. The following is a list and description of each of the tasks and optional tasks for this task order:

6.1 Task Order Management. The Contractor shall serve as a single point of contact and provide task order management for all tasks. The additional support to the Government shall include development of a Program Management Plan, task order management, supporting disciplines and regulatory compliance, performing centralized program management support, and conducting and participating in Program Management Reviews (PMRs). In addition, the contractor shall assist US-CERT in responding to questions and requests from other DHS and external organizations. The contractor shall also perform Continuity of Operations (COOP) and Disaster Recovery (DR) activities as directed by the Government.

6.1.1 Program and Project Management

The Contractor shall develop a Program Management Plan following task order award. The Program Management Plan shall include the organizational chart identifying relationships, authorities, responsibilities, and contact information for each individual; master schedule; time phased budget schedule; and management controls that the Contractor shall employ to meet the performance, cost, and schedule requirements of the task order. The Program Management Plan shall also contain a Risk Management Plan that describes the approach that will be used to actively manage risk on the program. The initial Program Management Plan is due 45 days after task order award with a revised Program Management Plan due 30 days following award of Optional Task(s). The Contractor shall provide an updated Program Management Plan annually and shall provide partial updates as mission requirements dictate.

Deliverable: Program Management Plan

6.1.2 Task Order Management

The Contractor shall be responsible the daily activities required for successful execution of all tasks. The Contractor shall oversee the task order by using vehicles such as status reporting, quality assurance monitoring, and security management reviews. The Contractor shall prepare and present a Monthly Status Report every 30 days. The Monthly Status Report shall include, but is not limited to, previous month's progress; current month's planned progress; issues and recommendations; schedule performance; estimated costs versus actual costs; and program risks, risk mitigation plans, and risk mitigation actions taken.

Deliverable: Monthly Status Report

6.1.3 Support Disciplines and Regulatory Compliance

The Contractor shall employ productivity and management control methods including, but not limited to, Quality Assurance (QA), Configuration Management (CM), , and Risk Management. Additionally, work may involve Federal Information Processing Standards (FIPS), and Federal Laws and Regulations that affect information systems operations. Examples are the Privacy Act of 1974, the Computer Security Act of 1987, and the Joint Financial Management Improvement Program (JFMIP). Performance in this area shall entail multiple technical and functional disciplines.

6.1.4 Task Management Support

The Contractor shall provide and perform general administrative, clerical, and other related functions necessary to provide task management of the tasks associated with this task order.

6.1.5 Program Management Reviews

The Contractor shall prepare and present a PMR to the Government on a quarterly basis. The PMR reviews shall address each awarded Task and shall provide detailed performance, schedule, and cost information for the previous quarter. Additionally, each PMR shall address the current quarter's performance and schedule requirements. The PMR review slides shall include, but are not limited to, prior quarter performance, schedule, and cost data; current quarter performance, schedule, and cost data; accomplishments; issues and recommendations; and risks identified and mitigation actions taken.

Deliverable: PMR Slides

6.2 24 X 7 Incident Handling Team Support. The Contractor shall manage and operate an information security incident handling capability on a 24 hour per day/7 days per week basis; perform incident handling; perform incident and security event reporting; and provide surge support for both planned and unplanned contingencies. The Contractor shall provide and manage a complete, comprehensive team of highly qualified technical personnel necessary to perform the work described in this Task. It is anticipated that the Contractor will provide personnel experienced in, but not limited to, current technologies in information systems and network administration; computer security; intrusion detection systems; malware and anti-virus support; relational database administration, querying, and report generation; and integration of standard office automation tools.

6.2.1 Manage and Operate the 24x7 Incident Handling Capability

The Contractor shall staff, manage, and operate the Incident Handling Capability 24 hours per day, seven days per week. The Contractor shall staff the 24x7 Incident Handling Capability with a minimum of two personnel specializing in incident handling at all times.

6.2.2 Track, Handle, and Report

The Contractor will track, handle, and report all security events and computer incidents in accordance with government procedures. This includes, but is not limited to, both Level 1 and Level 2 computer incidents. To efficiently facilitate and expedite the tracking, handling, and reporting of all security events and computer incidents, the Contractor shall coordinate with relevant organizations, which include, but are not limited to, U.S. government agencies; state and local governments; critical infrastructure owners and operators; and international governments.

6.2.3 Perform Tracking Using the Government Tracking System

The Contractor shall perform tracking of all reported security events and incidents using the government tracking system. In addition, the Contractor shall document the resolution of each security event or incident using the government tracking system.

6.2.4 Escalation

The Contractor shall perform escalation of warranted security events and incidents in accordance with government procedures.

6.2.5 Assist in Restoration Efforts

For each security event or incident requiring restorative services, the Contractor shall assist in restoration efforts by providing technical guidance; coordinating recovery efforts; archiving relevant information; and reporting status information to government personnel.

6.2.6 Follow Government Resolution and Escalation Procedures.

Whenever incidents or security events require resolution, the Contractor shall follow Government resolution and escalation procedures. Whenever possible, problem resolution will occur within the Incident Handling Team. In situations where this is not possible, the Contractor shall escalate the request in accordance with Government procedures.

6.2.7 Identify Patterns in Reported Compromises

For all incidents reported, the Contractor shall identify patterns in reported compromises and identify additional compromises as part of the same incident. The Contractor shall document all information associated with a particular incident. Using a government provided format, the Contractor shall draft and submit complaint letters to the Government for approval. Following government approval, the Contractor shall transmit finalized complaint letters to various organizations for action.

Deliverables: Draft and Final Complaint Letters

6.2.8 Monitor Other Agency Internet Infrastructures

The Contractor shall monitor the general health and welfare of other federal government agencies' internet infrastructures. To perform this, the Contractor shall perform monitoring of both the systems and networks of federal government agencies. The Contractor shall utilize government provided tools and utilize sensor data to correlate events and conduct trend analyses of anomalous events identified through monitoring. This includes, but is not limited to, determining port and protocol events and internet traffic anomalies.

6.2.9 Perform Other Duties as Necessary

The Contractor shall perform other duties as necessary to efficiently and effectively manage and operate the Incident Handling Capability on a 24 hours a day, seven days a week basis. Other duties include, but are not limited to, arranging shift schedules, distributing tasks, and organizing teams.

6.2.10 Reduce Risk and Facilitate Continuous Improvement

To reduce risk and facilitate continuous improvement, the Contractor shall identify all processes involved in the management and operation of 24x7 Incident Handling Capability. The Contractor shall submit this list to the Government for approval. Once approved, the Contractor shall document all processes on the list involved in the management and operation of the 24x7 Incident Handling Capability in accordance with a government provided format. This includes, but is not limited to, triage, incident handling, analysis and trend reporting, monitoring networks and systems, anti-virus support responses, re-direction to applicable security resources, security vulnerability information dissemination, and incident reporting. The government will have 60 days to review and comment on the draft processes. The Contractor shall submit final Incident Handling Capability processes to the Government 270 days after task order award.

Deliverables: Incident Handling Capability Process List, Draft Incident Handling Capability Processes, Final Incident Handling Capability Processes.

6.2.11 Report on Security Incidents (Daily and Weekly Basis)

The Contractor shall report on security incidents and events on a daily and weekly basis in accordance with government procedures. On a daily basis, the Contractor shall prepare operational status slides using a government provided format. On a weekly basis, the Contractor shall prepare assessments, reports, and weekly trends of incident and security events using a government provided format. Following Government approval, the Contractor shall then disseminate these reports across the federal, state and local governments, and U.S. critical infrastructures. During off-peak hours, the Contractor shall prepare additional status reports, assessments, and reports and, following Government approval, disseminate these to facilitate coordination and dissemination of information to other federal, state, and local governments and U.S. critical infrastructures.

Deliverables: Operational Status Slides, Assessments, Status Reports, Trends of Incident and Security Events

6.2.12 Provide Planned and Unplanned Contingency Support

In the event of a contingency, the Contractor shall provide contingency support on both a planned and unplanned basis to support an increased workload. Contingency support will be both for major planned exercises and for actual crisis operations. For exercise support, the Contractor shall provide additional assistance as directed by the government. For actual contingency operations, the staffing requirements may increase dramatically during a contingency that typically lasts for less than a three-week period. To minimize disruption of existing tasks, during the contingency, the Contractor shall provide additional personnel, with active clearances, for the duration of any contingency. In the event of unplanned contingency operations, as directed by the government, the Contractor shall present a staff augmentation plan to the Government Contracting Officer (CO) for approval. In the plan, the Contractor shall highlight any additional funding requirements above the current task authorization.

Deliverables: Contingency Staff Augmentation Plan (as required)

6.2.13 Security

All personnel assigned to 24 X 7 Incident Handling Team Support task shall possess an active TS clearance and be clearable through the TS/SCI level.

6.3 Malicious Code Support. The Contractor shall manage and operate the US-CERT Malicious Code Laboratory. The Contractor shall develop procedures to analyze and categorize malware; perform detailed analysis and characterization of malware; produce reports on trends in malware; develop and implement processes to keep US-CERT and others abreast of malware developments; maintain a working inventory of tools and processes; and organize and maintain a collection of malware in a safe environment separate from operational systems.

The Contractor shall provide and manage a complete, comprehensive team of highly qualified technical personnel necessary to perform the work described in this Task. The Contractor shall assign personnel to this Task proficient in topics of interest related to malware including, but not limited to, Automatic detection and characterization; Reactive countermeasures; Proactive defenses; Threat assessment; Damage assessment; Reverse engineering; and roBOT NETWORKS (BOTNETs). In addition, the Contractor shall provide personnel experienced in, but not limited to, current technologies in information systems and network administration; computer security; intrusion detection systems; malware and anti-virus support; and relational database administration, querying, and report generation.

6.3.1 Manage and Operate the Malicious Code Laboratory

The Contractor shall operate the US-CERT Malicious Code Laboratory. The Contractor shall establish procedures to analyze and categorize software code for malicious intent. The Contractor shall operate the Malicious Code Laboratory, including the design of the analytical tools and the analysis of malcode in both static and dynamic (run-time) environments.

Deliverables: Analytical Procedures

6.3.2 Analyze and Categorize Malicious Code

The Contractor shall analyze and categorize malcode. At a minimum, the analysis and categorization shall consider obfuscation and armoring techniques, vulnerability exploits, distribution and propagation techniques, potential damage, and impacted operating environments. The Contractor shall work within the government and commercial community of expertise to plan appropriate action in response to specific instances of malcode. The Contractor shall coordinate with the IT security community to determine the extent of potential damage, work with the community to identify the appropriate responses, and issue warning products.

Deliverables: Analytical Reports

6.3.3 Perform Detailed Analysis and Characterization

The Contractor shall perform detailed analysis and characterization of malcode to adequately identify or corroborate specific dangers and threats to critical infrastructure.

Deliverables: Analytical Reports

6.3.4 Track Trends and Develop and Implement Processes

The Contractor shall track trends in malcode development and develop and implement processes to keep US CERT personnel and others current on malcode developments and trends. The Contractor shall write, produce, and distribute timely information papers covering topics of concern in malcode.

Deliverables: Malcode Trend Reports

6.3.5 Maintain a Working Inventory of Tools and Processes

The Contractor shall maintain a working inventory of tools and processes for the identification and analysis of code for malicious intent. The Contractor shall operate and maintain tools in a working environment as necessary for analysis. The Contractor shall establish and maintain effective working relationships with other government and industry organizations concerned with

the investigation of malcode to keep abreast of new tools and processes used by other organizations.

Deliverables: Analytical Tools Inventory and Analytical Processes Inventory

6.3.6 Organize and Maintain a Collection of Malicious Software

The Contractor shall organize and maintain a collection of malicious software (malware) in a safe environment that is maintained separate from operational systems.

Deliverable: Malware Inventory

6.3.7 Security

All personnel assigned to the Malicious Code Support task shall be clearable through the TS/SCI level.

6.4 Strategic Analysis Services. The Contractor shall perform strategic analysis of incidents and analysis of sophisticated cyber attack patterns over extended periods of time. The Contractor shall conduct detailed technical analysis of incidents; computer autopsies and forensics; participate in working groups; and conduct and participate in technical briefings. The Contractor shall provide technical analysis; data fusion; data trend monitoring; emergency response team services; community of interest analysis cell services; reverse engineering services; network analysis tools evaluation and integration services; and operational metrics support services.

6.4.1 Technical Analysis

The Contractor shall conduct detailed technical assessments of emerging policy, technical plans, program documents, and on-going analysis projects. The Contractor shall conduct system analysis of, as examples, a technical review involving the contents of a compromised system; reverse engineering unusual files and data; or, the identification and documentation of the tactics, techniques, and procedures used by an attacker to gain unauthorized system access. The Contractor shall conduct technical reviews of data originating from or reflecting status of ongoing intrusions and document the findings of apparent activities involved and any intrusive or damaging traffic leading to or from the compromised host.

Deliverable: US-CERT Technical Report

6.4.2 Data Fusion

The Contractor shall support data fusion from various data inputs to include reported intrusions, sensor inputs, network status, open source, and law enforcement and intelligence inputs. The Contractor shall also provide incident handling support for incident detection, analysis, and coordination and response.

Deliverable: Incident Handling and Analysis Report

6.4.3 Data Trend Monitoring

The Contractor shall monitor data trends from intrusion detection systems and traffic analysis tools. The result of this monitoring will be an analysis of potential compromises and emerging threats. Information concerning potential compromises, emerging threats, and traffic patterns shall be identified and documented in Federal Information Notices (FINs) and Critical Infrastructure Information Notices (CIINs). Contractor prepared FINs and CIINs shall provide both technical and non-technical information for wide dissemination purposes.

Deliverables: FINs, CIINs

6.4.4 Emergency Response Team Services

Contractor personnel shall participate in rapid emergency response team deployments for on-site support requirements. The Contractor shall identify and maintain a roster of personnel to support this requirement. Generally, the government will provide a minimum of 12 hours notification prior to deployment. Deployment may be to areas in the process of disaster recovery and may be for extended periods of time.

Deliverable: Deployment Personnel Roster

6.4.5 Community of Interest Analysis Cell Services

Contractor personnel shall be teamed into community of interest analysis cells. Personnel shall maintain consistent dialogue with community of interest organizations. Personnel may be required to attend conferences and on-site orientation. Contractor personnel assigned as Strategic Analysts shall serve as a liaison and advocate for their respective cells by: 1) ensuring strategic analysis products produced by the US-CERT are distributed throughout the cells; 2) detecting trends throughout their cells; and 3) providing a thorough and comprehensive analysis on the state of their respective cell including creating detailed reports and briefings. Analysis cells will include, but are not limited to, organizations within the federal government, state/local government, and critical infrastructure and international counterparts.

6.4.6 Reverse Engineering Services

The Contractor shall be tasked with reverse engineering of malware code, tool evaluations, and analysis as a result of proliferation of new techniques and tools. The Contractor shall be tasked to analyze software code applications, scripts, and processes using the resources of the US-CERT Malicious Code Laboratory to evaluate and assess the technical operations. The contractor shall prepare Reverse Engineering Reports and Reverse Engineering Briefings as required.

Deliverables: Reverse Engineering Report, Reverse Engineering Briefing

6.4.7 Network Analysis Tools Evaluation and Integration Services

The Contractor shall participate in the identification, evaluation, and integration of existing and future network analysis tools to be used by US-CERT Operations.

6.4.8 Operational Metrics Support Services

The Contractor shall develop, maintain, and automate operational metrics in support of US-CERT. The metrics shall include both internal and external metrics to assess operational performance and effectiveness.

6.4.9 Security

All personnel assigned to the Strategic Analysis Services task shall possess an active TS/SCI clearance.

6.5 Situational Awareness (EINSTEIN). The Contractor shall incrementally provide a global situational awareness capability; support the development and evolution of current and future data collection and collaboration technologies; support the development of network sensor requirements specifications and operations architecture; perform verification, validation, and delivery of enhanced capabilities; and provide production support necessary to incorporate new capabilities and systems into DHS operational environments.

The Contractor shall provide and manage a team of highly skilled personnel, experienced in, but not limited to information assurance, systems programming, systems administration, infrastructure engineering, network security, analysis, situational awareness, test and evaluation, and new and emerging technologies in the areas of data collection and collaboration, network sensors, and global situational awareness.

6.5.1 Global Situational Awareness Capability

The Contractor shall analyze, design, develop, deploy, and incrementally enhance the information assurance collection management system and the tools required to provide a Global Situational Awareness (GSA) capability to DHS, NCSD, and US-CERT. The Contractor shall plan, develop, and implement a system that will provide information "collectors" and collaboration tools for the delivery of information to DHS, NCSD, US-CERT, and participating customers. Additionally, the Contractor shall produce a consolidated situational view capability, to reside at a US-CERT site, with the ability to allow views of definable subsets of data. The Contractor shall support information requirements development, submission, and coordination through the US-CERT approval and validation process. In addition, the Contractor shall coordinate with the all DHS, NCSD, and US-CERT approved sectors, agencies, components, and disciplines regarding the deployment and operation of situational awareness capabilities. The Contractor shall document and deliver the requirements, design, code, user, and version description documentation to the Government. Following Government review, the Contractor shall update all documentation developed under this task.

Deliverables: GSA Requirements Specification, GSA Design Document, GSA Source Code, GSA User Manual, GSA Version Description Document (as applicable)

6.5.2 Development of Data Collection and Collaboration Technologies

The Contractor shall elicit and develop the requirements (including operational requirements) needed by the DHS, NCSD, and US-CERT to support the development and migration of current and future high-speed, passive Data Collection and Collaboration Technologies (DC&C). The Contractor shall develop, document, and integrate these technologies with pre-existing programs and interfaces, to the maximum extent possible, to minimize requirement changes with current and future customers. Following Government review, the Contractor shall update all documentation developed under this task.

Deliverables: DC&C Requirements Specification, DC&C Design Document, DC&C Source Code, DC&C User Manual, DC&C Version Description Document (as applicable)

6.5.3 Network Sensor Requirements Specification and Operations Architecture

In conjunction with the Product Development Support effort, the Contractor shall develop the requirements specifications and operations architecture needed by the product engineers to support the integration, throughput, and security requirements of current and future Network Sensor (NS) technologies or other sensors into existing DHS and other agency infrastructures. The Contractor shall monitor the operations architecture to identify and subsequently develop any required enhancements to improve interface capabilities with the DHS management system. The requirements specification, operations architecture, and developed enhancements shall encompass the health, welfare, and security of the "sensors" and other deployed systems as well as an identification of coverage areas (e.g. the Internet Protocol (IP) address range the sensor is watching compared with the total IP space owned and leased by a particular office/agency) and decomposed into community of interests defined by the government. Following Government review, the Contractor shall update all documentation developed under this Task.

Deliverables: NS Requirements Specification, NS Operational Architecture, NS Source Code, NS User Manual, NS Version Description Document (as applicable)

6.5.4 Verification, Validation, and Delivery of Enhanced Capabilities

Prior to delivery of any enhanced capability or system to the operational environment, the Contractor shall thoroughly verify, test, and validate any enhanced capability or system developed under this task. The Contractor shall deliver and install all equipment, up to and including, four geographically dispersed operational environments.

6.5.5 Production Support for the Operational Environment

The Contractor shall support all facets of integrating new systems and capabilities into the operational environment in, up to and including, four geographically dispersed sites. This includes, but is not limited to, installation, on-going maintenance, occurrence and event investigation, and root cause analysis for both production systems and peripheral equipment. The Contractor shall perform root cause analysis to identify systemic problems, implement corrective actions, and identify future improvements to operations. The Contractor shall document lessons learned on a quarterly basis. The Contractor shall minimize downtime by providing personnel on an on-call basis, 24 hours per day, seven days per week. The Contractor shall provide full DR and COOP support for all systems and capabilities delivered under this task.

Deliverables: Lessons Learned

6.5.6 Security

All personnel assigned to the Situational Awareness (EINSTEIN) task shall be clearable through the TS/SCI level.

6.6 Information Support Services. The Contractor shall support development, implementation, and maintenance of information services, products, and reports and shall develop and maintain operating procedures; produce daily reports of computer security events and incident statistics; prepare quarterly Federal Information Security Management Act (FISMA) reports of computer security events and incident statistics; review and update documentation; and provide exercise support services. The contractor shall also support developing and disseminating processes for daily, quarterly, and annual reports via the US-CERT portal and the US-CERT internet site.

6.6.1 Operating Procedures

The Contractor shall support the development, refinement, and standardization of operating procedures between the US-CERT, DHS, federal government Information Sharing Analysis Centers (ISACs), and international partners. Performance shall include visits to both U.S. government and foreign government Computer Security Incident Response Centers (CSIRCs)/CERTs and participation in unclassified and classified teleconferences, Video Teleconferences (VTCs), and other meetings related to this task.

Deliverables: CSIRC/CERT Visit Report

6.6.2 Computer Security Events/Incident Statistics

The Contractor shall prepare daily reports of computer security events/incident statistics including, but not limited to:

- a breakout of incidents;
- federal agencies, state/local governments, and critical infrastructures affected; and
- the status of ongoing activities.

The information contained in the reports shall include, but is not limited to:

- incident trends;
- analysis of traffic patterns;
- vulnerability statistics; and
- malcode trends and outbreaks.

Deliverables: Computer Security Event/Incident Statistics Report

6.6.3 Federal Information Security Management Act Report

The Contractor shall prepare quarterly FISMA reports of computer security events and incident statistics including a breakout of incidents affecting federal agencies and sub agencies for each unique government agency and analysis of the activities during the past quarter. The information contained in the reports shall include, but is not limited to:

- incident trends;
- analysis of traffic patterns;
- vulnerability statistics; and
- malcode trends and outbreaks.

Deliverables: FISMA Report

6.6.4 Review and Update Services

The Contractor shall be responsible for review and update of documentation, including, but not limited to:

- Standard Operating Procedures (SOPs);
- internal operational processes;
- manuals; and
- other US-CERT documentation.

The Contractor shall gather necessary information from US-CERT personnel, other DHS employees, and relevant references. The Contractor shall create and arrange system files and folders that contain US-CERT documentation. The Contractor shall develop, write, format, and edit technical and non-technical information for reports, manuals, procedures, processes, briefs, and other forms of documentation.

Deliverables: SOPs Updates, Internal Operational Processes Updates, Manual Updates, Other US-CERT Documentation Updates

6.6.5 Exercise Support Services

Exercise Support falls under the Plans Policy Coordination Program which also entails the International Support function.

The Contractor shall represent the US-CERT in various exercise scenarios, and, as directed by the Government, will act on behalf of the US-CERT. Contractor personnel supporting this requirement shall be highly knowledgeable and experienced in Security Operations Center functions and responsibilities. Travel involved for Exercise Support shall involve primarily Continental US (CONUS) travel, but may also include Outside Continental US (OCONUS) travel. The duration of most exercises is approximately three days but may be longer depending on level of participation and type of exercise. Contractor personnel supporting this requirement may be required to support the Initial Planning Phases and Final Planning Conferences. The Contractor shall maintain and manage a staff, whose knowledge and skills includes, but is not limited to, writing skills; review and editing technical documents for flow, errors, logic, and overall consistency with other related documents; ability to prioritize, multi-task, and work with teams to meet deadlines; document project plans and timelines; knowledge of Critical Infrastructure and interdependencies and cyber security vulnerabilities and solutions; background in Network Security Operations, and development of exercise scenarios, plans, and policies.

Currently, the International Support function consists primarily of planning and policy development. The intent of the program is to provide outreach support to the various international CSIRCs in support of US-CERT operations. The Contractor shall develop information sharing protocols in accordance with current Federal guidelines. Some OCONUS travel may be required in support of this effort to meet with International CSIRC organizations to develop information sharing protocols.

The Contractor shall prepare periodic briefings and after action plans and reports. Planning exercises with other agencies may involve integration into each organization's operational tactics, techniques, procedures, and personnel. In conjunction with other organizations, the Contractor shall provide technical and organizational skills to respond to realistic computer defense scenarios for exercises.

Deliverables: Periodic Briefings, After Action Plans and Reports

6.6.6 Security

All personnel assigned to the Information Support Services task shall be clearable through the TS/SCI level.

6.7 Emergency Support Function #2 Support. The Contractor shall provide cyber security, telecommunications, and information technology support for pre-incident, incident, post-incident, and deactivation activities necessary for any incident involving Emergency Support Function (ESF) #2 activation. The Contractor shall support the ESF #2 Team Leader in coordinating with the telecommunications industry; restoring, repairing, and the temporary provisioning of communications infrastructure; and protecting, restoring, and sustaining national cyber and information technology resources.

6.7.1 Pre-Incident ESF #2 Support

The Contractor shall assist the Government in all facets of pre-incident support activities. This includes, but is not limited to, developing, delivering, and evaluating training for deployment. The Contractor shall develop and deliver training on all aspects of the National Response Plan, roles of the ESF #2 members and their capabilities, and the Federal Emergency Management Agency's process for procurement during response efforts. The Contractor shall evaluate the results of the training and modify the training accordingly.

The Contractor shall work closely with National Communications System (NCS) to ensure the latest cyber security, telecommunications, and information technology is available to all Federal agencies participating in a response effort. The Contractor shall develop and maintain an up to date list of the latest cyber security technology available for response efforts. The Contractor shall maintain an up to date repository that contains the latest cyber security technology for easy accessibility and reproduction in the event of ESF #2 activation.

The Contractor shall participate in nation-wide deployments to perform any pre-incident support tasks deemed necessary by the ESF #2 Coordinator or Team Leader.

Deliverables: US-CERT ESF #2 Activation and Deployment Training Materials, US-CERT ESF #2 Activation and Deployment Training Records, US-CERT ESF #2 Training Evaluation Results, Revised US-CERT ESF #2 Activation and Deployment Training Materials (as required), US-CERT Cyber Security Technology Inventory List for Response Efforts, US-CERT Cyber Security Technology Repository

6.7.2 Incident ESF #2 Support

During the incident phase, the contractor shall provide support for the following activities:

- The Contractor, when required, shall participate in all nation-wide deployments as a result of ESF #2 activation;
- The Contractor shall assess and analyze the potential or actual impact of the disaster or incident on the information technology sector at affected locations;
- The Contractor shall communicate and work with NCSD personnel to create and disseminate cyber threat warning information associated with any vulnerabilities identified during the incident period;
- As required, the Contractor shall provide inputs to Federal Law Enforcement agencies to support their mission of investigating and prosecuting malicious attacks against critical national cyber assets;
- Following the FEMA procurement process for response efforts, the Contractor shall assist in temporary provisioning of any information technology or telecommunications infrastructure necessary for a specific response effort;
- The Contractor shall work under the direction of the ESF #2 Coordinator or Team Leader to fulfill other telecommunications, cyber security, or information technology duties as assigned during the incident period; and
- The Contractor shall participate in nation-wide deployments to perform incident support tasks deemed necessary by the ESF #2 Coordinator or Team Leader.

6.7.3 Post-Incident ESF #2 Support

During the post-incident phase, the Contractor shall support the following activities:

- The Contractor shall assist the ESF #2 Coordinator or Team Leader in the development, coordination, and execution of service and site restoration plans;
- The Contractor shall assist the ESF #2 Coordinator or Team Leader in the identification, repair, reconstitution, security, and protection of cyber, telecommunications, and information technology assets from further damage;
- The Contractor shall assist in the evaluation of the incident to identify lessons learned;
- The Contractor shall assist in post-incident reporting;

- The Contractor shall assist in the identification and development of initiatives to mitigate the effects of future incidents; and
- The Contractor shall participate in nation-wide deployments to perform post-incident support tasks deemed necessary by the ESF #2 Coordinator or Team Leader.

6.7.4 Deactivation ESF #2 Support

During the deactivation phase, the Contractor shall support the following activities:

- The Contractor shall provide inputs required for after-actions reports as detailed in the National Response Plan; and
- The Contractor shall participate in nation-wide deployments to perform deactivation support tasks deemed necessary by the ESF #2 Coordinator or Team Leader.

6.7.5 Security

All personnel assigned to the ESF #2 task shall be clearable through the TS/SCI level.

6.8 OPTIONAL TASK (This task will be exercised by the Government during the applicable period of performance): Mission Operating Environment Support. The Contractor shall provide support for the management and operation of the Mission Operating Environment (MOE). The Contractor shall provide support that includes, but is not limited to, networks, servers, systems, applications, workstations, peripherals, and internet connections necessary to operate a 24 hours per day, 7 days per week operational system and environment. The MOE is the infrastructure that supports the 24x7 Incident Handling capability, strategic analysis, malicious code support, and information support services of the US-CERT.

The Contractor shall provide and manage a complete, comprehensive team of highly qualified technical personnel necessary to perform the work described in this task. It is anticipated that the Contractor will provide personnel experienced in, but not limited to, current technologies in information systems and network administration; computer security; intrusion detection systems; malicious code and anti-virus support; relational database administration, querying, and report generation; and integration of standard office automation tools.

6.8.1 Perform System, Server, and Network Administration

The Contractor shall perform system, server, and network administration on all components of the MOE. The Contractor shall perform all aspects of system administration for Government sites located in Virginia; and another site in the Washington, DC metropolitan area. The Contractor shall perform system, server, and network administration on all components of the MOE, at a minimum of two geographically dispersed sites, located within the CONUS. This includes, but is not limited to, user account administration, backup and recovery, and network, system, and application installation, maintenance, and use monitoring.

6.8.2 Install, Support, and Maintain Government Approved Automation Tools

The Contractor shall install, support, and maintain Government approved new and existing standard office automation tools including, but not limited to, electronic mail, word processing, spreadsheet, and graphics applications in the MOE.

6.8.3 Install, Support, and Maintain Government Approved User Applications

The Contractor shall install, support, and maintain Government approved new and existing specialized user applications, including but not limited to, applications used to report and handle incidents, perform analysis, manage malicious code, and provide information services.

6.8.4 Perform Installation and Integration

As directed by the Government on an as needed basis, the Contractor shall perform the installation and integration of new Government approved office automation and specialized applications into the MOE.

6.8.5 Perform Full System Backups

The Contractor shall perform full system backups for the MOE in accordance with Government procedures. The Contractor shall label all system backups with the current date and store these in a Government approved storage facility.

Deliverables: Full System Backup Files

6.8.6 Perform Incremental (Daily) System Backups

On a daily basis, the Contractor shall perform incremental system backups for the MOE in accordance with Government procedures. The Contractor shall label all incremental system backups with the current date and store these in a Government approved facility.

Deliverables: Incremental System Backup Files

6.8.7 Perform Restoration Services

In the event of a network or system failure, the Contractor shall perform restoration services of the network, servers, and/or applications comprising the MOE. The Contractor shall provide experienced personnel on an on-call basis 24 hours per day, seven days per week to perform restorative services for the MOE in the event of a network or system outage.

6.8.8 Develop and Maintain an Inventory of all Equipment

The Contractor shall develop and maintain an inventory of all equipment comprising the MOE. The Contractor shall develop and maintain an inventory list that includes, but is not limited to, component name, vendor name, model number, description, license number, date of purchase, maintenance agreement number, date of maintenance expiration, and DHS Asset tag number.

Deliverables: MOE Component Inventory List, Updated MOE Component Inventory List

6.8.9 Develop a List of Procedures

The Contractor shall develop a list of the procedures utilized to perform MOE support. This list shall include a brief description of each procedure. Once approved by the Government, the Contractor shall update the final MOE Support Procedure List.

Deliverables: Draft MOE Support Procedures List and Final MOE Support Procedures List

6.8.10 Document all Procedures on the Final MOE Support Procedures List

The Contractor shall document all procedures on the Final MOE Support Procedures List in accordance with Government standards. Examples of procedures to be documented include, but are not limited to, system and network administration; network, server, and application upgrades; user account initiation and maintenance; inventory management; and backup and recovery procedures. Following Government review, the Contractor shall update these procedures.

Deliverables: Draft MOE Support Procedures, Final MOE Support Procedures

6.8.11 Security

All personnel assigned to the OPTIONAL MOE Support task shall possess an active TS clearance and be eligible for SCI access.

6.9 Transition Plan

The Contractor shall develop, document and monitor the execution of a transition plan that may be used to transition tasks and materials to a new Contractor, or to the Government. The plan will incorporate an inventory of all services and materials developed that will be required to fully perform the services provided under this contract. The plan will include a schedule of briefings, including dates and time and resources allotted, that will be required to fully transition all materials developed to the follow-on Contractor, and will provide the names of individuals that will be responsible for fully briefing their follow-on counterparts. The plan is to ensure that the follow-on Contractor, or the Government, will be provided sufficient information and be fully briefed prior to the current expiration date of the contract, to provide adequate time for the new Contractor to have their personnel completely familiar with the requirements and in place on the turnover date. The Contractor shall plan for a _30_day(s) transition period. The plan shall provide the contact information for contractor individuals who will be assigned to the transition team and identify their roles in the transition.

The Contractor shall participate in transition meetings with the program manager and project staff, and representatives of the successor Contractor. The purpose of these meetings is to review project materials and take preparatory steps to ensure an effective transition in Contractor support.

The transition plan is due to the Government 60 days prior to the expiration date of the contract.

7.0 SURGE SUPPORT

As determined necessary and approved by the Government, the Contractor shall provide additional support. The Contractor shall seek Government approval in advance of incurring any costs associated with surge support. Government approval shall be authorized by the Contracting Officer.

The Contractor may be required to work more than 8 hours during a business day, or when operational conditions require continuous staffing 24 hours per day, 7 days per week to support operations during emergency conditions as specified by the Government. The Contractor shall provide knowledgeable, skilled, cleared personnel to augment the Government staff. The Government will define the work to be performed, working hours, security requirements, and duration of assignment.

8.0 DELIVERABLES

The Contractor shall ensure the accuracy, functionality, completeness, professional quality, and overall compliance with government guidelines and requirements of all deliverables. Working copy products may be provided by email or disk as arranged with the Government Task Lead.

8.1 Format of Deliverables. Final documentation deliverables shall be provided in hard and soft copy using Microsoft (MS) Office products as specified below. Daily, weekly, interim, informal deliverables and working-copy products may be provided by email or disk.

- Final soft copy: Developed using the current DHS version of Microsoft Word, Power Point, and/or other standard application software and provided on a CD-ROM disk. If more than one deliverable is provided at the same time, deliverables may be included on the same disk.
- Final hard copy: Typewritten on 8-1/2"x11" white paper. The Contractor shall not use spiral binding or other binding that interferes with photocopying.

8.2 Acceptance and Rejection Procedures of Draft and Final Deliverables.

- **Acceptance.** The COTR and/or the alternate COTR will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with the guidelines/requirements of the task. The Contractor shall ensure the accuracy and completeness of all deliverables in accordance with referenced policy, regulations, laws, and directives. Reports and presentations shall be concise and clearly written. Errors, misleading or unclear statements, incomplete or irrelevant information, and/or excessive rhetoric, repetition, and “padding”, or excessive length if a page limit is imposed, shall be considered deficiencies and will be subject to correction by the Contractor at no additional cost to the Government. Unless otherwise indicated in the task descriptions, the Government will require 20 workdays to review and comment on deliverables. If the deliverable does not meet the noted criteria, the Government will return it to the Contractor for revision.

- **Rejection Procedures.** A rejected deliverable will be handled in the following manner:
 - After notification that the deliverable did not meet the acceptance criteria, the Contractor shall resubmit an updated/corrected version 15 workdays after receipt of Government comments.
 - Upon re-submission by the Contractor, the Government will reapply the same acceptance criteria. If the deliverable does not meet the acceptance criteria a second time, the Government might consider the Contractor as having deficient performance with respect
 - to the subject task.

| TASK | DESCRIPTION | DELIVERABLE DESCRIPTION | DUE | DISTRIBUTED TO |
|------|-------------------------------------|--|--|--------------------------|
| 6.1 | Task Order Management Services | Program Management Plan | 45 days; 30 days following award of new task order | COTR |
| | | Monthly Status Report | Monthly | COTR/Contracting Officer |
| | | Program Management Review (PMR) Slides | Quarterly | COTR |
| 6.2 | 24x7 Incident Handling Team Support | Draft Complaint Letters | As Required | COTR |
| | | Final Complaint Letters | As Required | COTR |
| | | Incident Handling Capability Process List | 60 days | COTR |
| | | Draft Incident Handling Capability Processes | 180 days | COTR |
| | | Final incident Handling Capability Processes | 270 days | COTR |
| | | Operational Status Slides | Daily | COTR |
| | | Assessments | Weekly | COTR |
| | | Status Report | Weekly | COTR |
| | | Trends of Incident and Security Events | Weekly | COTR |
| | | Contingency Staff Augmentation Plan | As Required | COTR |

| TASK | DESCRIPTION | DELIVERABLE DESCRIPTION | DUE | DISTRIBUTED TO |
|------|----------------------------------|---|--|----------------|
| 6.3 | Malicious Code Support | Analytical Procedures | 120 days | COTR |
| | | Analytical Reports | As Required | COTR |
| | | Malcode Trend Reports | As Required | COTR |
| | | Analytical Tools Inventory | Quarterly | COTR |
| | | Analytical processes Inventory | Quarterly | COTR |
| | | Malware Inventory | Quarterly | COTR |
| 6.4 | Strategic Analysis Services | US-CERT Technical Report | As Required | COTR |
| | | Incident Handling and Analysis Report | As Required | COTR |
| | | Federal Information Notices (FINs) | As Required | COTR |
| | | Critical infrastructure Information notices (CIINs) | As Required | COTR |
| | | Deployment personnel Roster | As Required | COTR |
| | | Reverse Engineering Report | As Required | COTR |
| | | Reverse Engineering Briefing | As Required | COTR |
| 6.5 | Situational Awareness (EINSTEIN) | GSA Requirements Specification | 90 days after award | COTR |
| | | GSA Design Document | 150 days after award | COTR |
| | | GSA Source Code | 270 days after award | COTR |
| | | GSA Version Description document | 270 days after award and as applicable | COTR |
| | | GSA User Manual | 300 days after award | COTR |
| | | DC & C Requirements Specification | 90 days after award | COTR |
| | | DC&C Design Document | 150 days after award | COTR |
| | | DC&C Source Code | 270 days after award | COTR |
| | | DC& C Version Description Document | 270 days after award and as applicable | COTR |
| | | DC&C User Manual | 300 days after award | COTR |
| | | NS Requirements Specification | 90 days after award | COTR |
| | | NS Operational Architecture | 150 days after award | COTR |
| | | NS Source Code | 270 days after award | COTR |
| | | NS Version description Document | 270 days after award | COTR |
| | | NS User manual | 300 days after award | COTR |
| | | Lessons Learned | Quarterly | COTR |
| 6.6 | Information Support t Services | CSIRC/CERT Visit Report | 15 days following CSIRC/CERT visit | COTR |
| | | Computer Security Event/Incident Statistics Report | Daily | COTR |
| | | FISMA Report | Quarterly | COTR |
| | | SOP Updates | Quarterly | COTR |

| TASK | DESCRIPTION | DELIVERABLE DESCRIPTION | DUE | DISTRIBUTED TO |
|------|--|--|---|----------------|
| | | Internal Operational Processes Updates | Quarterly | COTR |
| | | Manual | Updates | COTR |
| | | Other US-CERT Documentation Updates | Quarterly | COTR |
| | | Periodic Briefings | As required | COTR |
| | | After Action plans and Reports | As required | COTR |
| 6.7 | Emergency Support Function 32 Support | US-CERT ESF #2 ACTIVATION AND Deployment Training Materials | 90 days after award | COTR |
| | | US-CERT ESF #2 Activation and Deployment Training Records | 10 days following training course | COTR |
| | | US-CERT ESF #2 Training Evaluation Results | 10 days following training course | COTR |
| | | Revised US-CERT Activation and Deployment Training Materials | As required | COTR |
| 6.8 | Mission operating environment Support (Optional) | Fully system Backup File | Weekly | COTR |
| | | Daily Increment Up Backup Files | Daily | COTR |
| | | MOE Component Inventory List | 120 days after award | COTR |
| | | Updated MOE Component Inventory List | 240 days after award | COTR |
| | | Draft MOE Support Procedure List | 30 days after award | COTR |
| | | Final MOE Support Procedure List | 60 days after award | COTR |
| | | Draft MOE Support Procedures | 150 days after award | COTR |
| | | Final MOE Support procedures | 240 days after award | COTR |
| 6.9 | Transition Plan | Plan | 60 days prior to expiration of contract | COTR |

9.0 PERIOD OF PERFORMANCE

The period of performance for this effort is eight (8) months from the date of award with four (4) twelve (12) month option periods.

10.0 PLACE OF PERFORMANCE

The principal place of performance is the Department of Homeland Security's NCSD facility at 1110 N. Glebe Road, Arlington, VA 22201. In the interim, as DHS renovates their facilities, contractors working with non-sensitive unclassified information may be asked to work from contractors facilities when adequate workspace is not available at the government site.

The Contractor shall maintain an office within a 25 mile radius of Washington, D.C. Some of the work performed under this task order will require CONUS travel. A portion of the work performed under this task order will require OCONUS travel.

Relocation to alternate work sites shall be performed as emergencies and preparedness activities dictate.

11.0 TRAVEL REQUIREMENTS

The Contractor shall perform all travel required to perform this task order and shall be reimbursed for all actual costs incurred for the required travel in accordance with the Federal Travel Regulation (FTR). Each planned trip must be approved by the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) in advance.

12.0 OTHER DIRECT COSTS

The Contractor shall seek Government approval in advance of incurring any costs associated with Other Direct Costs (ODCs). Government approval is provided by the head of the program office, the CO, and the COTR. The Contractor shall provide estimated costs, including any quotes, with its approval request. Allowable and reasonable costs incurred by the Contractor for ODCs will be reimbursed. The Contractor shall not charge the Government for any associated fees or profit over the actual costs incurred for ODCs.

Allowable ODCs that are necessary and directly support task order work include, but are not limited to, computer products including laptops, printers, monitors, and task order applicable software; materials for meetings; reproduction, graphics, and conference/seminar fees; recruiting, trade journal, broadcasts, and Internet advertising; exhibits and marketing/communications products; and conference booth fees.

Where equipment or software is necessary to support the cyber operations and the Government is not able to provide the equipment or software in a timely manner, the Contractor shall furnish the necessary items.

The Contractor shall provide receipts to the Government for each ODC incurred.

13.0 GOVERNMENT FURNISHED INFORMATION AND EQUIPMENT

The Government shall provide the Contractor with the following Government Furnished Information and Equipment as specified below.

13.1 Government Furnished Information (GFI). The Government will furnish the Contractor with the following information in support of this task order:

- 1) DOD 5220.22M National Industrial Security Program Operating Manual, current publication
- 2) Contractors Quality Assurance Procedures, current publication
- 3) Critical Information Act of 2002, current publication
- 4) DHS Enterprise Architecture Guide (when available)
- 5) DHS/NCSD/US-CERT will provide the Contractor with appropriate access to information to accomplish the assigned tasks. All Government supplied information will remain proprietary to the Government. Additionally, vendor proprietary information supplied as a result of any resulting task order may require the execution of Non-Disclosure Agreements between the Contractor and respective vendor.
- 6) Purchase, Licensing, and Maintenance Agreements for MOE Support (Optional Task).

13.2 Government Furnished Equipment (GFE). The Government will furnish the Contractor with the following equipment access in support of this task order:

- 1) Work space, with at least one workstation and telephone for individuals assigned full time at the 1110 N. Glebe Road, Ballston, VA facility
- 2) Containers for storage of documentation and references
- 3) Access to a photocopier
- 4) Access to printers (Black and White and Color)
- 5) Access to a scanner
- 6) Access to the Information Sharing and Analysis System (ISAS) and other applicable tools
- 7) Tools required for the identification, handling, tracking, and reporting of security events and incidents for 24x7 Incident Handling
- 8) Tools required for the identification, tracking, analysis, and reporting of malicious code for Malcode Support
- 9) Tools required for support and maintenance for MOE Support (Optional Task).

14.0 OTHER PERTINENT INFORMATION OR SPECIAL CONSIDERATIONS

14.1 Identification of Non-Disclosure Requirements. Some material will contain proprietary, sensitive, or classified data from various public or private sources. The Contractor shall require all Subcontractors to sign corporate and individual non-disclosure agreements.

14.2 FAR 52.227-14, Rights in Data – General. This section is incorporated by reference. All specified draft and final deliverables become the property of US-CERT. To the extent provided by clause 52.227-14, the details of any and all security countermeasures that the Contractor may develop under this task order, including software, will become the property of US-CERT.

14.3 The Contractor shall comply with Earned Value Management System – Alternative I, in accordance with the EAGLE contract.

15.0 ENHANCED SKILLS TRAINING

In the event a Contractor submits a request to attend training that provides direct benefit to the work being performed by that Contractor under their specific task, the Contractor may request the Government Program Manager approve attendance on a case-by-case basis. In the event the Government Program Manager does not approve funds for the Contractor tuition, per diem, and/or travel costs, but approves the training, the Contractor may submit a request to bill the Government for the labor hours to attend training. All requests of this nature are reviewed by the Government Program Manager and approved/disapproved on a case-by-case basis.

16.0 PERSONNEL QUALIFICATIONS

The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this SOW. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the Government's specifications and requirements. The work history of each Contractor employee must contain experience directly related to work he/she is required to perform under this task order.

The Government reserves the right, during the life of this order, to request work histories on any Contractor employee for the purpose of verifying compliance with the above requirements.

Specific Personnel Qualifications Requirements – Personnel required to perform the services set forth herein shall meet the minimum qualifications for the respective labor categories identified in the Contractor's Enterprise Acquisition Gateway for Leading-Edge Solutions (EAGLE) task order.

17.0 ACCESSIBILITY REQUIREMENTS

Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to and use of information and services that is comparable to the access and use available to non-disabled Federal employees and members of the public.

17.1 Applicable Standards

All Electronic Information Technology (EIT) deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable standards have been identified:

- 36 CFR 1194.21 – Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to Government Off The Shelf (GOTS) and Commercial Off The Shelf (COTS) software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22. This standard does not apply for the programming within Malicious Code Support unless a user interface results from the task. For instance, an executable “update” or “patch” requiring user input shall apply this standard.
- 36 CFR 1194.22 – Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX), then “1194.21 Software” standards also apply to fulfill functional performance criteria.
- 36 CFR 1194.23 – Telecommunications Products. This applies to all telecommunications products including end-user interfaces such as telephones and non end-user interfaces such as switches or circuits that are procured, developed, or used by the Federal Government.
- 36 CFR 1194.24 – Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available. Specifically, any training procured or developed under this work statement that utilizes video or multimedia.
- 36 CFR 1194.31 – Functional Performance Criteria applies to all EIT deliverables regardless of delivery method. All EIT deliverables shall use technical standards, regardless of technology, to fulfill the functional performance criteria.
- 36 CFR 1194.41 – Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required “1194.31 Functional Performance Criteria”, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum.

17.2 Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein shall be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified

the following exceptions that may be applied:

- 36 CFR 1194.2(b) – (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some, but not all of the standards, the agency must procure the product that best meets the standards.

When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires approval from the DHS Office on Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

- 36 CFR 1194.3(b) – Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service, or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those Contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.
- 36 CFR 1194.3(f) – Back Office, applies to any EIT item that will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment. This exception does not include remote user interfaces that are accessible outside the enclosed “space”.

18.0 SECURITY REQUIREMENTS

Implementing Instructions for Compliance with HSAR clause 3052.204-71, “Contractor Employee Access”

18.1. GENERAL

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.

18.1.1 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 (NISPOM) 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.

18.1.2 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.

18.2 CONTRACTOR PERSONNEL

18.2.1 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)"

18.2.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 REFERENCES

18.9.1 DHS Office of Security

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

19.0 ACRONYMS

| | |
|--------|---|
| BOTNET | roBOT NETwork |
| CDRL | Contract Data Requirements List |
| CD-ROM | Compact Disk – Read Only Memory |
| CERT | Computer Emergency Readiness Team |
| CFR | Code of Federal Regulations |
| CIA | Central Intelligence Agency |
| CII | Critical Infrastructure Information |
| CIIN | Critical Infrastructure Information Notice |
| CM | Configuration Management |
| CO | Contracting Officer |
| COI | Conflict of Interest |
| CONUS | Continental United States |
| COOP | Continuity of Operations Plan |
| COTR | Contracting Officer Technical Representative |
| COTS | Commercial Off The Shelf |
| CSIRC | Computer Security Incident Response Center |
| DC | District of Columbia |
| DC&C | Data Collection and Collaboration |
| DHS | Department of Homeland Security |
| DOD | Department of Defense |
| DR | Disaster Recovery |
| EAGLE | Enterprise Acquisition Gateway for Leading-Edge Solutions |
| EDMO | Enterprise Data Management Office |
| EIT | Electronic Information Technology |
| EOD | Entry On Duty |
| ESF | Emergency Support Function |
| FBI | Federal Bureau of Investigation |
| FEMA | Federal Emergency Management Agency |
| FIN | Federal Information Notice |
| FINS | Former Immigration and Naturalization Service |
| FIPS | Federal Information Processing Standards |
| FISMA | Federal Information Security Management Act |
| FTR | Federal Travel Regulation |
| GFE | Government Furnished Equipment |
| GFI | Government Furnished Information |
| GOTS | Government Off The Shelf |
| GSA | Global Situational Awareness |
| HLS EA | Homeland Security Enterprise Architecture |
| IP | Internet Protocol |
| ISAC | Information Sharing Analysis Center |
| ISAS | Information Sharing and Analysis System |
| ISS | Integration and Support Services |
| ISSO | Information System Security Officer |

| | |
|---------|---|
| IT | Information Technology |
| JFMIP | Joint Financial Management Improvement Program |
| LPR | Lawful Permanent Resident |
| Malcode | Malicious Code |
| Malware | Malicious Software |
| MOE | Mission Operating Environment |
| MS | Microsoft |
| NCS | National Communications System |
| NCSD | National Cyber Security Division |
| NDA | Non-Disclosure Agreement |
| NISPOM | National Industrial Security Program Operating Manual |
| NOC | National Operations Center |
| NS | Network Sensor |
| NSA | National Security Agency |
| OAST | Office on Accessible Systems and Technology |
| OCONUS | Outside Continental United States |
| ODC | Other Direct Cost |
| PCII | Protected Critical Infrastructure Information |
| PMR | Program Management Review |
| PREP | Preparedness |
| QA | Quality Assurance |
| SBU | Sensitive But Unclassified |
| SCI | Sensitive Compartmented Information |
| SOP | Standard Operating Procedure |
| SOW | Statement of Work |
| TRM | Technology Reference Model |
| TS | Top Secret |
| US | United States |
| US-CERT | United States Computer Emergency Readiness Team |
| VA | Virginia |
| VTC | Video Teleconference |
| WBS | Work Breakdown Structure |
| XML | eXtensible Markup Language |

| | | | |
|--|------------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
| | | | 1 7 |
| 2. AMENDMENT/MODIFICATION NO. P00001 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. RNCS-08-00031 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Preparedness Branch 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PREP/PRE | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Preparedness Branch 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PREP/PRE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 6103202150000 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-07-J-00693 | |
| | | 10B. DATED (SEE ITEM 11) 09/28/2007 | |

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:

(b)(4)

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 52.217-9 Option to Extend the Term of the Contract (MAR 2000) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

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

DUNS Number: 610320215+0000

Tax ID No: (b)(4)

The purpose of this modification is to exercise option period 1 with a period of performance June 1, 2008 through May 31, 2009. Funds in the amount of (b)(4) are herein obligated. As a result of this modification, the ceiling has been increased by (b)(4)

All other terms and conditions are unchanged.

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) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David Ritter |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) |
| 15C. DATE SIGNED | 16C. DATE SIGNED |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1001AA | <p>Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurment Operations 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 06/01/2008 to 05/31/2009</p> <p>Change Item 1001AA to read as follows(amount shown is the obligated amount):</p> <p>OPTION YEAR ONE PERIOD OF PERFORMANCE</p> <p>Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Amount: <input type="text" value="(b)(4)"/></p> <p>Accounting Info: TBD Funded: <input type="text" value="(b)(4)"/> Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-G E-OE-2576-RNCS31 Funded: <input type="text" value="(b)(4)"/></p> | | | | (b)(4) |
| 1002AA | <p>Change Item 1002AA to read as follows(amount shown is the obligated amount):</p> <p>24 x 7 Incident Handling Team Support IAW SOW: Tasks 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9, 6.2.10,6.2.11, and 6.2.12 (This CLIN covers all reference tasks) Not- to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Amount: <input type="text" value="(b)(4)"/></p> <p>Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1003AA | <p>Accounting Info: TBD Funded: (b)(3) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1003AA to read as follows(amount shown is the obligated amount):</p> <p>Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: Amount: (b)(4)</p> <p>Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> | | | | |
| 1004AA | <p>Change Item 1004AA to read as follows(amount shown is the obligated amount):</p> <p>Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers al reference tasks) Not-to-Exceed Ceiling Price Hours: Amount (b)(4)</p> <p>Accounting Info: TBD Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> | | | | (b)(4) |
| 1005AA | <p>Change Item 1005AA to read as follows(amount shown is the obligated amount):</p> <p>Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>and 6.5.5 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: [redacted] Amount: [redacted] Amount: [redacted] Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: [redacted] Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE- Funde [redacted] Amount: [redacted] Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: [redacted]</p> | | | | |
| 1006AA | <p>Change Item 1006AA to read as follows(amount shown is the obligated amount): Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: [redacted] Amount: [redacted] Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded [redacted] Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: [redacted]</p> | | | | (b)(4) |
| 1007AA | <p>Change Item 1007AA to read as follows(amount shown is the obligated amount): Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Continued ...</p> | | | | |

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|--|-----------------|-------------|-------------------|---------------|
| Hours: Amount: | (b)(4) | | | | |
| Accounting Info: TBD | Funded: (b)(4) | | | | |
| Accounting Info: | CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G | | | | |
| E-OE-2576-RNCS31 | Funded: (b)(4) | | | | |
| Change Item 1008AA to read as follows (amount shown is the obligated amount): | | | | | |
| 1008AA | OPTIONAL TASK: Mission Operating Environment Support | | | | (b)(4) |
| | IAW SOW: Tasks 6.8, 6.8.1, 6.8.2, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.7, 6.8.8, 6.8.9, and 6.8.10 (This CLIN covers all reference tasks) | | | | |
| | Not-to-Exceed Ceiling Price | | | | |
| | Hours: Amount | | | | |
| | (b)(4) | | | | |
| | Accounting Info: | | | | |
| | CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G | | | | |
| | E-OE-2576-RNCS31 | | | | |
| | Funded: (b)(4) | | | | |
| | Change Item 1009AA to read as follows (amount shown is the obligated amount): | | | | |
| 1009AA | Surge Support IAW SOW: Task 7.0 | | | | |
| | Not-to-Exceed Ceiling Price | | | | |
| | Hours Amoun | | | | |
| | (b)(4) | | | | |
| | Accounting Info: TBD | | | | |
| | Funded: (b)(4) | | | | |
| | Accounting Info: | | | | |
| | CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G | | | | |
| | E-OE-2576-RNCS31 | | | | |
| | Funded: (b)(4) | | | | |
| | Change Item 1010 to read as follows (amount shown is the obligated amount): | | | | |
| | Continued ... | | | | |

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NAME OF OFFEROR OR CONTRACTOR
GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1010 | Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement) Amount: (b)(4) Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Change Item 1011 to read as follows (amount shown is the obligated amount): | | | | |
| 1011 | Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) Amount: (b)(4) Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Change Item 1012 to read as follows (amount shown is the obligated amount): | | | | (b)(4) |
| 1012 | OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours: Amount (b)(4) Accounting Info: TBD Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Change Item 1013 to read as follows (amount shown is the obligated amount): | | | | |
| 1013 | OPTIONAL TASK: Additional Mission Operating Continued ... | | | | |

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Environment Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Amount: <input type="text" value="(b)(4)"/> Accounting Info: TBD Funded: <input type="text" value="(b)(4)"/> Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: <input type="text" value="(b)(4)"/> | | | | |

| | | | |
|--|------------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
| | | | 1 8 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. RNCS-08-00031 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PIHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PIHA/NCS | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PIHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PIHA/NCS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 6103202150000 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-07-J-00693 | |
| | | 10B. DATED (SEE ITEM 11) 09/28/2007 | |

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:

(b)(4)

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

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

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

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

DUNS Number: 610320215+0000

The purpose of this modification is to increase the level of effort and the amount of funding for option period one.

a. As a result of this modification CLIN 1001AA, Task Order Management hours are increase
 b. (b)(4) an increase of (b)(4) hours. CLIN 1002AA, 24 x Incident Handling Team hours are increased by 23,453 hours to (b)(4) hours, an increase of (b)(4) hours. CLIN 1003AA, Malicious Code Support hours are increased by (b)(4) hours, a increase of (b)(4) ours. CLIN 1004AA, Strategic Analysis Services hours are increase by (b)(4) hours, an increase of (b)(4) hours. CLIN 1005AA Situational Awareness (EINSTEIN) hours are increased by (b)(4) urs to (b)(4) hours, an increase of
 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) David Ritter |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED |

NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| (b)(4) | <p>hours. CLIN 1006AA, Information Support Services hours are increased by (b)(4) hours to (b)(4) hours, an increase of (b)(4) hours. CLIN 1007AA Emergency Support Function #2 Support hours are increased by (b)(4) hours, an increase of (b)(4) hours. CLIN 1008AA, Optional Task Mission Operating Environment Support, hours are increased by (b)(4) hours to (b)(4) hours, an increase of (b)(4) hours. CLIN 1009AA, Surge Support hours are increased by (b)(4) hours to (b)(4) hours, an increase of (b)(4) hours. CLIN 201 Optional Task (Personnel) hours are increased by (b)(4) hours to (b)(4) hours, an increase of (b)(4) hours. CLIN 1013, Optional Task, Additional Mission Operating Environment hours are increased by (b)(4) hours to (b)(4) hours, an increase of (b)(4) hours.</p> <p>c. The total amount of option period one has been increased by (b)(4) to (b)(4). The task order ceiling has been increased by (b)(4) from (b)(4).</p> <p>d. All other terms and conditions remains unchanged. Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 06/01/2008 to 05/31/2009</p> <p>Change Item 1001AA to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR ONE PERIOD OF PERFORMANCE</p> | | | | |
| 1001AA | <p>Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover Continued ...</p> | | | | (b)(4) |

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| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1002AA | <p>all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1002AA to read as follows(amount shown is the obligated amount):</p> <p>24 x 7 Incident Handling Team Support IAW SOW: Tasks 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9, 6.2.10,6.2.11, and 6.2.12 (This CLIN covers all reference tasks) Not- to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> <p>Change Item 1003AA to read as follows(amount shown is the obligated amount):</p> | | | | (b)(4) |
| 1003AA | <p>Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Continued ...</p> | | | | |

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| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1004AA | <p>Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1004AA to read as follows(amount shown is the obligated amount):</p> <p>Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers al reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1005AA to read as follows(amount shown is the obligated amount):</p> <p>Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, and 6.5.5 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Continued ...</p> | | | | (b)(4) |

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GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1006AA | <p>Amount: (b)(4)</p> <p>Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64</p> <p>Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31</p> <p>Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31</p> <p>Funded: (b)(4)</p> <p>Amount: (b)(4)</p> <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64</p> <p>Funded: (b)(4)</p> <p>Change Item 1006AA to read as follows (amount shown is the obligated amount):</p> <p>Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks)</p> <p>Not-to-Exceed Ceiling Price</p> <p>Hours: (b)(4)</p> <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64</p> <p>Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31</p> <p>Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31</p> <p>Funded: (b)(4)</p> | | | | (b)(4) |
| 1007AA | <p>Change Item 1007AA to read as follows (amount shown is the obligated amount):</p> <p>Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This Continued ...)</p> | | | | |

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| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1008AA to read as follows(amount shown is the obligated amount):</p> | | | | |
| 1008AA | <p>OPTIONAL TASK: Mission Operating Environment Support IAW SOW: Tasks 6.8, 6.8.1, 6.8.2, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.7, 6.8.8, 6.8.7, 6.8.9, and 6.8.10 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> <p>Change Item 1009AA to read as follows(amount shown is the obligated amount):</p> | | | | (b)(4) |
| 1009AA | <p>Surge Support IAW SOW: Task 7.0 Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: Continued ...</p> | | | | |

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| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) | | | | |
| 1010 | Change Item 1010 to read as follows (amount shown is the obligated amount): Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement) Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) | | | | (b)(4) |
| 1011 | Change Item 1011 to read as follows (amount shown is the obligated amount): Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Continued ... | | | | |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1012 | <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1012 to read as follows (amount shown is the obligated amount):</p> <p>OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> | | | | (b)(4) |
| 1013 | <p>Change Item 1013 to read as follows (amount shown is the obligated amount):</p> <p>OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> | | | | (b)(4) |

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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 4 |
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PHA/CS&S | 7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PHA/CS&S |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030 | | 9A. AMENDMENT OF SOLICITATION NO. (x) | |
| CODE 6103202150000 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-07-J-00693 | |
| | | 10B. DATED (SEE ITEM 11) 09/28/2007 | |

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 CONTRACT/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 52.243-3, Changes - Time and Materials or Labor Hours |

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

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

DUNS Number: 610320215+0000

Reference: Purchase Request RNCS-09-00038

The purpose of this modification is to incorporate an Alternate Contracting Officer Technical Representative (COTR), modify Section A.7, Submission of Invoices-Single Payment Office and Section A.8, entitled "Clauses", 4. HSAR clause 3052.215-17 Key Personnel or Facilities.

Period of Performance: 06/01/2008 to 05/31/2009

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.

| | |
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| (b)(6) | 18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Caldwell |
| | 18C. DATE SIGNED 3/4/09 |

a. Section A.6, Contracting Officer's Technical Representative (COTR), incorporate the following:

Alternate COTR: Alisa Mathis

Task Monitor: (b)(6) US-CERT
(b)(6) US-CERT
(b)(6) - NSD
(b)(6) NSD

b. Delete Section A.7, Submission of Invoices-Single Payment Office, in its entirety and incorporate the following:

Section A.7, Submission of Invoices-Single Payment Office

The contractor shall invoice once a months (1st of the month)

I. Invoices shall be prepared in accordance with FAR Clause 52.232-25 Prompt Payment and FAR Clause 52.232-7 payment under Time and Materials and labor Hour Contract. In addition to invoice preparation as required by the FAR, the Contractor's invoice shall include the following information:

- 1) Cover sheet identifying DHS;
- 2) Task Order Number;
- 3) Modification Number, if any;
- 4) DUNS Number;
- 5) TINS Number; and
- 6) Month services provided

II. Contract Line Item Number (CLIN) for each billed item

1) Labor: SOW task reference number and task title; labor category; site location (Government site or Contractor site) ; staff name; total monthly hours for staff member; labor rate; total monthly amount for staff member; total monthly hours for all staff per task and total monthly amount for all labor.

2) Travel : SOW task reference number and task title; identify local or business (TDY) travel; description/purpose of travel, include dates; staff name(s); total travel amount for staff member per trip; total monthly amount for all staff travel grouped by task and total monthly amount for all travel for all tasks.

Local travel costs will not be reimbursed. All Temporary Duty Travel (TDY) shall be in accordance with the Federal Travel Regulation (FTR). The Contractor shall seek

Government approval in advance of incurring any costs associated with TDY travel. Government approval is provided by the Contracting Officer's Technical Representative (COTR). The Contractor shall provide estimated costs with its approval request. Allowable and reasonable costs incurred by the Contractor for TDY travel will be reimbursed within the Not-To-Exceed established by this task order. In accordance with the FTR, allowable TDY travel costs include, but are not limited to, the following: airfare; train fare; lodging; room taxes; meals and incidental expenses (M&IE); car rental (includes refueling); ground transportation to/from airport (includes taxi, train, etc.). Use of personal vehicle to/from airport includes associated mileage and parking fees (excludes refueling). Unless approved in advance, lodging and M&IE shall not exceed GSA per diem rates. In accordance with the FTR, receipts shall be provided for each incidental expense incurred which exceeds \$75.00. If it is impracticable to furnish said receipts in any instance as required by the FTR, the failure to do so shall be fully explained. Mere inconvenience in the matter of taking receipts will not be considered. Once proposed costs are approved by the Government, the Contractor shall not exceed the funded ceiling.

The Contractor shall seek Government approval in advance of incurring any costs associated with ODCs. Government approval is provided by the COTR. The Contractor shall provide estimated costs, including any quotes, with its approval request. Allowable and reasonable costs incurred by the Contractor for ODCs will be reimbursed within the Not-To-Exceed established by this task order. The Contractor shall not charge the Government any associated fees or profit over actual costs incurred for ODCs. Allowable ODCs which are necessary and directly support task order work include, but are not limited to, the following: materials for meetings, reproduction, graphics, printed materials and advertisements via various media. Receipts shall be provided for each ODC incurred. Once proposed costs are approved by the Government, the Contractor shall not exceed the funded ceiling.

III. The Contractor shall submit the original invoice and an electronic copy to the address below:

U.S. Department of Homeland Security
ATTN: NPPD Vendor Invoices, Finance Branch
245 Murray Lane, SW
Building 410
Washington, DC 20528
E-mail: NPPDVendorInvoices@HQ.DHS.GOV

IV. Simultaneously provide a paper and electronic copy of the invoice to the following individuals at the addresses below:

1) U.S. Department of Homeland Security
ATTN: Office of Procurement Operations/Mary Caldwell/7th & D Street, Room (b)(6)
245 Murray Lane, SW, Building 410
Washington, DC 20528

Contract: HSHQDC-06-D-00024
Task Order: HSHQDC-07-J-00693
Modification: P00003

E-mail (b)(6)

2) U.S. Department of Homeland Security
ATTN: NPPD/CS&C
245 Murray Lane, SW
Building 410
Washington, DC 20528
E-mail: (b)(6)

c. Section A.8, entitled "Clauses", 4. HSAR clause 3052.215-17 Key Personnel or Facilities

Key Personnel shall be modified accordingly:

From
To:

(b)(6)

All other terms and conditions are unchanged.

| | | | |
|---|------------------------------------|--|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
| | | | 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00004 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. RNCS-09-00082 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PHA/CS&S | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PHA/CS&S |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 6103202150000 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-07-J-00693 | |
| | | 10B. DATED (SEE ITEM 11) 09/28/2007 | |

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.

| | |
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| 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) 52.243-3 Changes-Time-and-Materials or Labor Hours |

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

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

DUNS Number: 610320215+0000

The purpose of this modification is to realign funds on CLIN 1013, entitled OPTIONAL TASK Additional Mission Operating Environment and CLIN 1005AA, entitled Situational Awareness (EINSTEIN).

1. Funds in the amount of (b)(4) are being transferred from CLIN 1013, OPTIONAL TASK: Additional Mission Operating Environment to CLIN 1005AA, Situational Awareness (EINSTEIN).

2. As a result of the above, CLIN 1013 is changed from (b)(4) an decrease of (b)(4) CLIN 1005AA is changed from (b)(4) a

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.

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|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Caldwell |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-06-D-00024/HSHQDC-07-J-00693/P00004

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OF

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1013 | <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-0E-2510-RPCS64 Funded: (b)(4)</p> <p>Change Item 1013 to read as follows (amount shown is the obligated amount):</p> <p>OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> | | | | (b)(4) |

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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
| | | | 1 7 |
| 2. AMENDMENT/MODIFICATION NO. P00005 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. RNCS-09-00067 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PHA/CS&S | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PHA/CS&S |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 6103202150000 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-07-J-00693 | |
| | | 10B. DATED (SEE ITEM 11) 09/28/2007 | |

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.

| | |
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| 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 52.243-3 Changes Time and Material or Labor Hours |

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

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

DUNS Number: 610320215+0000

The purpose of this modification is to realign funds on the following CLINs:

- a. CLIN 0001AA, Task Order Management
- b. CLIN 0002AA, 24X7 Incident Handling Team Support
- c. CLIN 0003AA, Malicious Code Support
- c. CLIN 0004AA, Strategic Analysis Services
- d. CLIN 0005AA, Situation Awareness (EINSTEIN)
- e. CLIN 0006AA, Information Support Services
- f. CLIN 0007AA, Emergency Support Function #2 Support
- g. CLIN 0008AA, OPTIONAL TASK: Mission Operating Environment Support

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) | |
| | | Mary Caldwell | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| _____ (Signature of person authorized to sign) | | _____ (Signature of Contracting Officer) | |

NAME OF OFFEROR OR CONTRACTOR
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>h. CLIN 0011, Travel i. CLIN 0012, Other Direct Cost (ODC) j. CLIN 0013, OPTIONAL TASK: Personnel</p> <p>1. Funds in the amount of (b)(4) are being transferred from CLIN 0001AA, Task Order Management to CLIN 0002AA, 24X7 Incident Handling Team Support. As a result, CLIN 0001AA is changed from (b)(4), a decrease of (b)(4)</p> <p>a. Funds in the amount of (b)(4) are being transferred from CLIN 0003AA, Malicious Code Support to CLIN 0002AA, 24X7 Incident Handling Team Support. As a result, CLIN 0003AA is changed from (b)(4) a decrease of (b)(4)</p> <p>b. Funds in the amount of (b)(4) are being transferred from CLIN 0007AA, Emergency Support Function #2 Support to CLIN 0002AA, 24X7 Incident Handling Team Support. As a result, CLIN 0007AA is changed from (b)(4) a decrease of (b)(4)</p> <p>As a result of the transfer of funds from CLIN 0001AA, CLIN 0003 and CLIN 0007AA to CLIN 0002AA; CLIN 0002AA is changed from (b)(4) to (b)(4) an increase (b)(4)</p> <p>2. Funds in the amount of (b)(4) are being transferred from CLIN 0013, OPTIONAL TASK: Personnel to CLIN 0006AA, Information Support Services. Funds in the amount of (b)(4) are being transferred from CLIN 0013, OPTIONAL TASK: Personnel to CLIN 0012, Other Direct Cost (ODC). As a result, CLIN 0013 is changed from (b)(4) a decrease of (b)(4) CLIN 0006AA is changed from (b)(4) to (b)(4) an increase of (b)(4) CLIN 0012, is changed from (b)(4) an increase of (b)(4)</p> <p>3. Funds in the amount of (b)(4) are being transferred from CLIN 0008AA OPTIONAL TASK: Mission Operating Environment Support to CLIN 0004AA, Strategic Analysis Services. As a result, CLIN 0008AA is changed from (b)(4) to (b)(4) a decrease of (b)(4) CLIN</p> <p>Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-06-D-00024/HSHQDC-07-J-00693/P00005

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>0004AA is changed from (b)(4) to (b)(4) an increase o (b)(4)</p> <p>4. Funds in the amount of (b)(4) re being transferred from CLIN 0011 Travel to CLIN 0005AA, Situation Awareness (EINSTEIN). As a result, CLIN 0011 is changed from (b)(4) a decrease o (b)(4) CLIN 0005AA is changed from (b)(4) an increase of (b)(4)</p> <p>All other terms and conditions remain unchanged.</p> <p>Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurment Operations 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 06/01/2008 to 05/31/2009</p> <p>Change Item 0001AA to read as follows(amount shown is the obligated amount):</p> <p>0001AA Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover all reference tasks) Not-to-Exceed-Ceiling price Hours: (b)(4)</p> <p>Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4)</p> <p>Change Item 0002AA to read as follows(amount shown is the obligated amount):</p> <p>Continued ...</p> | | | | (b)(4) |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | |
|-----------------|---|-----------------|-------------|-------------------|---|--|
| 0002AA | <p>24 x 7 Incident Handling Team Support IAW SOW: Tasks 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9, 6.2.10, 6.2.11, and 6.2.12 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/></p> <p>Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: <input type="text" value="(b)(4)"/></p> <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: <input type="text" value="(b)(4)"/></p> <p>Change Item 0003AA to read as follows (amount shown is the obligated amount):</p> | | | | <div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; vertical-align: middle;">(b)(4)</div> | |
| 0003AA | <p>Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/></p> <p>Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: <input type="text" value="(b)(4)"/></p> <p>Change Item 0004AA to read as follows (amount shown is the obligated amount):</p> | | | | | |
| 0004AA | <p>Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/></p> <p>Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: <input type="text" value="(b)(4)"/></p> <p>Accounting Info: Continued ...</p> | | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-06-D-00024/HSHQDC-07-J-00693/P00005

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0005AA | <p>CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded (b)(4)</p> <p>Change Item 0005AA to read as follows(amount shown is the obligated amount):</p> <p>Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, and 6.5.5 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours (b)(4)</p> <p>Amount: (b)(4) Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded (b)(4)</p> <p>Amount: (b)(4) Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4)</p> | | | | |
| 0006AA | <p>Change Item 0006AA to read as follows(amount shown is the obligated amount):</p> <p>Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded (b)(4)</p> | | | | (b)(4) |
| 0007AA | <p>Change Item 0007AA to read as follows(amount shown is the obligated amount):</p> <p>Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Continued ...</p> | | | | |

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0008AA | <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4)</p> <p>Change Item 0008AA to read as follows(amount shown is the obligated amount):</p> <p>OPTIONAL TASK: Mission Operating Environment Support IAW SOW: Tasks 6.8, 6.8.1, 6.8.2, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.7, 6.8.9, and 6.8.10 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> | | | | |
| 0010AA | <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4)</p> <p>Change Item 0010AA to read as follows(amount shown is the obligated amount):</p> <p>Surge Support IAW SOW: Task 7.0 Not-to-Exceed Ceiling Price Hours (b)(4)</p> | | | | (b)(4) |
| 0011 | <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded (b)(4)</p> <p>Change Item 0011 to read as follows(amount shown is the obligated amount):</p> <p>Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement)</p> <p>Accounting Info: Continued ...</p> | | | | |

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NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4) | | | | |
| 0012 | Change Item 0012 to read as follows (amount shown is the obligated amount): Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) | | | | |
| | Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4) | | | | |
| 0013 | Change Item 0013 to read as follows (amount shown is the obligated amount): OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours (b)(4) | | | | (b)(4) |
| | Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4) | | | | |
| 0014 | Change Item 0014 to read as follows (amount shown is the obligated amount): OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours: (b)(4) | | | | |
| | Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4) | | | | |

| | | | |
|---|-------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
| | | | 1 4 |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| P00006 | See Block 16C | RNCS-09-00100 | |
| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than Item 6) | CODE |
| | DHS/OPO/PHA/CS&S | | DHS/OPO/PHA/CS&S |
| U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | | U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030 | | 9B. DATED (SEE ITEM 11) | |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. | |
| | | HSHQDC-06-D-00024 | |
| | | HSHQDC-07-J-00693 | |
| | | 10B. DATED (SEE ITEM 13) | |
| CODE | FACILITY CODE | 09/28/2007 | |
| 6103202150000 | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-3 Changes Time and Material 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: 610320215+0000

The purpose of this modification is to realign funds in Section B and to incorporate the Funding Flexibility clause into Section A.8 of the task order.

1. Funds in the amount of (b)(4) are being transferred from CLIN 1004AA, entitled Strategic Analysis Service to CLIN 1011, entitled Other Direct Costs (ODC).

2. As a result of the above, CLIN 1004AA is changed from (b)(4) a decrease of (b)(4) CLIN 1011 is changed from (b)(4) an increase of (b)(4)

Continued ...

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

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| | | Mary Caldwell | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| <u>(Signature of person authorized to sign)</u> | | <u>(Signature of Contracting Officer)</u> | |

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NAME OF OFFEROR OR CONTRACTOR
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | All other terms and conditions remain the same. Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528 Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 06/01/2008 to 05/31/2009 Change Item 1004AA to read as follows (amount shown is the obligated amount): | | | | |
| 1004AA | Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/> Accounting Info: TBD Funded: <input type="text" value="(b)(4)"/> Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: <input type="text" value="(b)(4)"/> Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: <input type="text" value="(b)(4)"/> | | | | (b)(4) |
| 1011 | Change Item 1011 to read as follows (amount shown is the obligated amount): Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) Continued ... | | | | |

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funde (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funde (b)(4) | | | | |

SECTION A.8 CLAUSES

10. Funding Flexibility

The contractor is not restricted to the price delineated for the contract line item numbers (CLINs) or sub-CLINs in the price schedule in those instances where CLINs or sub-CLINs share the same accounting information. The contractor is authorized to use the available funding across CLINs or sub-CLINs with the same accounting information as necessary during the performance period as long as the aggregate ceiling price for the CLINs or sub-CLINs is not exceeded. However, the contractor is not authorized to exceed the ceiling price of this order. The contractor shall obtain written approval from the Contracting Officer prior to utilizing the flexibility granted under this clause.

| | | | |
|---|------------------------------------|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00008 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. RNCS-09-00164 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PHA/CS&S | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PHA/CS&S |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| | | 9B. DATED (SEE ITEM 11) | |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-07-J-00693 | |
| CODE 6103202150000 FACILITY CODE | | 10B. DATED (SEE ITEM 13) 09/28/2007 | |

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 Decrease: (b)(4)
 See Schedule

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

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| x | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-3 Changes-Time-and-Material 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: 610320215+0000
 The purpose of this modification is to de-obligate funds in the amount of (b)(4)
 Discount Terms:
 Net 30
 Delivery Location Code: DHS
 Department of Homeland Security
 245 Murray Lane
 Bldg. 410
 Washington DC 20528

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) | |
| | | Mary Caldwell | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| _____ (Signature of person authorized to sign) | | _____ (Signature of Contracting Officer) | |

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NAME OF OFFEROR OR CONTRACTOR
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1001AA | <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 06/01/2008 to 06/19/2009</p> <p>Change Item 1001AA to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR ONE PERIOD OF PERFORMANCE</p> <p>Task Order Mangement IAW SOW: Tasks 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5 (This CLIN cover all reference tasks) Not-to-Exceed Ceiling Price Hours <input type="text" value="(b)(4)"/></p> <p>Accounting Info: TBD Funded <input type="text" value="(b)(4)"/> Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded <input type="text" value="(b)(4)"/> Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded <input type="text" value="(b)(4)"/></p> | | | | (b)(4) |
| 1002AA | <p>Change Item 1002AA to read as follows (amount shown is the obligated amount):</p> <p>24 x 7 Incident Handling Team Support IAW SOW: Tasks 6.2, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9, 6.2.10, 6.2.11, and 6.2.12 (This CLIN covers all reference tasks) Not- to-Exceed Ceiling Price Hours: <input type="text" value="(b)(4)"/></p> <p>Accounting Info: TBD Continued ...</p> | | | | |

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 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1003AA | <p>Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1003AA to read as follows (amount shown is the obligated amount):</p> <p>Malicious Code Support IAW SOW: Tasks 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 and 6.3.7 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hour (b)(4)</p> <p>Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funde (b)(4)</p> <p>Change Item 1004AA to read as follows (amount shown is the obligated amount):</p> <p>Strategic Analysis Services IAW SOW: Tasks 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7 and 6.4.8 (This CLIN covers al reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Continued ...</p> | | | | (b)(4) |

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 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1005AA | Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Change Item 1005AA to read as follows (amount shown is the obligated amount): Situational Awareness (EINSTEIN) IAW SOW : Tasks 6.5, 6.5.1, 6.5.2, 6.5.3, 6.5.4, and 6.5.5 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Amount: (b)(4) Accounting Info: CS0000-000-M7-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Account CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2 1 Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funde (b)(4) Amoun Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funded (b)(4) | | | | (b)(4) |
| 1006AA | Change Item 1006AA to read as follows (amount shown is the obligated amount): Information Support Services IAW SOW: Tasks 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4 and 6.6.5. This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4) Continued ... | | | | |

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NAME OF OFFEROR OR CONTRACTOR
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1007AA | <p>Accounting Info: CS0000-000-M7-4070-05-000-01-08-0100-00-00-00-00-G E-OE-2510-RPCS64 Funde (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funde (b)(4)</p> <p>Change Item 1007AA to read as follows (amount shown is the obligated amount):</p> <p>Emergency Support Function #2 Support IAW SOW: Tasks 6.7, 6.7.1, 6.7.2, 6.7.3, and 6.7.4 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours: (b)(4)</p> <p>Accounting Info: TBD Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4)</p> <p>Change Item 1008AA to read as follows (amount shown is the obligated amount):</p> <p>OPTIONAL TASK: Mission Operating Environment Support IAW SOW: Tasks 6.8, 6.8.1, 6.8.2, 6.8.3, 6.8.4, 6.8.5, 6.8.6, 6.8.7, 6.8.8, 6.8.7, 6.8.9, and 6.8.10 (This CLIN covers all reference tasks) Not-to-Exceed Ceiling Price Hours (b)(4)</p> <p>Continued ...</p> | | | | (b)(4) |

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NAME OF OFFEROR OR CONTRACTOR
GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | |
|-----------------|--|-----------------|-------------|-------------------|---------------|--|
| 1009AA | <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1009AA to read as follows (amount shown is the obligated amount):</p> <p>Surge Support IAW SOW: Task 7.0 Not-to-Exceed Ceiling Price Hours (b)(4)</p> | | | | (b)(4) | |
| 1010 | <p>Accounting Info: TBD Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1010 to read as follows (amount shown is the obligated amount):</p> <p>Travel-Not to Exceed IAW SOW: 11.0 (Cost Reimbursement)</p> | | | | | |
| | <p>Accounting Info: TBD Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4)</p> <p>Change Item 1011 to read as follows (amount shown Continued ...</p> | | | | | |

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NAME OF OFFEROR OR CONTRACTOR
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1011 | is the obligated amount): Other Direct Costs (ODC) IAW SOW: 12.0 (Cost Reimbursement) Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Change Item 1012 to read as follows (amount shown is the obligated amount): | | | | (b)(4) |
| 1012 | OPTIONAL TASK: Personnel Not-to-Exceed Ceiling Price Hours (b)(4) Accounting Info: TBD Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) Change Item 1013 to read as follows (amount shown Continued ... | | | | |

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NAME OF OFFEROR OR CONTRACTOR
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1013 | is the obligated amount): OPTIONAL TASK: Additional Mission Operating Environment Not-to-Exceed Ceiling Price Hours (b)(4) Accounting Info: TBD Funde (b)(4) Accounting Info: CS0000-000-K8-4070-01-000-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded (b)(4) Accounting Info: CS0000-000-K8-4070-01-001-01-08-0100-00-00-00-00-G E-OE-2576-RNCS31 Funded: (b)(4) | | | | (b)(4) |

| | | | |
|--|---------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00009 | 3. EFFECTIVE DATE 01/21/2010 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/NPPAD/CS&I | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/NPPAD/CS&I |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| | | 9B. DATED (SEE ITEM 11) | |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-07-J-00693 | |
| CODE 6103202150000 | FACILITY CODE | 10B. DATED (SEE ITEM 13) 09/28/2007 | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-3 Changes-Time-and-Material 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: 610320215+0000

The purpose of this modification is to realign funding under the following Contract Line Item Numbers (CLINs):

1) DECREASES:

CLIN 1001AA entitled, "Task Order Management" is hereby decreased from (b)(4) to

(b)(4)

CLIN 1003AA entitled, "Malicious Code Support" is hereby decreased from (b)(4) to

(b)(4)

CLIN 1008AA entitled, "Optional Task: Mission Operating Environment Support", is hereby 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) Mary Caldwell |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) |
| 15C. DATE SIGNED | 16C. DATE SIGNED |

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NAME OF OFFEROR OR CONTRACTOR
GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>decreased from (b)(4)</p> <p>CLIN 1010 entitled, "Travel" is hereby decreased from (b)(4)</p> <p>CLIN 1012 entitled, "Optional Task: Personnel" is hereby decreased from (b)(4)</p> <p>CLIN 1013 entitled, "Optional Task: Additional Mission Operating Environment" is hereby decreased from (b)(4)</p> <p>The total amount of funding deducted from the aforementioned CLINs equals (b)(4)</p> <p>2) INCREASES: CLIN 1002AA entitled, "24 X 7 Incident Handling Team Support" is hereby increased from (b)(4)</p> <p>CLIN 1004AA entitled, "Strategic Analysis Services" is hereby increased from (b)(4) to (b)(4)</p> <p>CLIN 1005AA entitled, "Situational Awareness (EINSTEIN)" is hereby increased from (b)(4)</p> <p>CLIN 1006AA entitled, "Information Support Services" is hereby increased from (b)(4) to (b)(4)</p> <p>CLIN 1007AA entitled, "Emergency Support Function #2 Support" is hereby increased from (b)(4) to (b)(4)</p> <p>CLIN 1011 entitled, "Other Direct Costs" is hereby increased from (b)(4) to (b)(4)</p> <p>The total amount of funding added to the aforementioned CLINs equals (b)(4)</p> <p>3) This modification does not authorize the contractor to exceed the total funds (b)(4) obligated under this task order. All other terms and conditions remain unchanged.</p> <p>Period of Performance: 06/01/2008 to 06/19/2009</p> | | | | |