

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NUMBER: RNCP-09-00010  
PAGE OF: 1 39

2 CONTRACT NO.: HSHQDC-06-D-00024  
3 AWARD EFFECTIVE DATE:  
4 ORDER NUMBER: HSHQDC-10-J-00015  
5 SOLICITATION NUMBER: HSHQDC-10-Q-00016  
6 SOLICITATION ISSUE DATE: 11/05/2009

7. FOR SOLICITATION INFORMATION CALL: Cynthia Brown  
8. NAME: Cynthia Brown  
9. TELEPHONE NUMBER: 202-447-5590  
10. OFFER DUE DATE/LOCAL TIME:

11. 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/NPPD/

12. THIS ACQUISITION IS:  
 UNRESTRICTED OR  
 SET ASIDE  
 SMALL BUSINESS  
 EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 Sole Source  
 8(a)

13. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
14. DISCOUNT TERMS: Net 30  
15. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)  
16. RATING:  
17. METHOD OF SOLICITATION:  
 RFP  IFB  RPP

18. DELIVER TO: Department of Homeland Security  
245 Murray Lane  
Bldg. 410  
Washington DC 20528  
CODE: DHS

19. ADMINISTERED 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/NPPD/IP

20. CONTRACTOR/OFFEROR: GENERAL DYNAMICS ONE SOURCE LLC  
3211 JERMANTOWN ROAD  
FAIRFAX VA 220302844  
CODE: 6103202150000  
FACILITY CODE:

21. PAYMENT WILL BE MADE BY: Department of Homeland Security  
IAIP  
245 Murray Lane, SW  
Building 410  
Attn: Randall Miller  
Washington DC 20528  
CODE: IAIP

22. CHECK IF RESISTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
23. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

| 24. ITEM NO. | 25. SCHEDULE OF SUPPLIES/SERVICES  | 26. QUANTITY | 27. UNIT | 28. UNIT PRICE | 29. AMOUNT |
|--------------|--|--------------|----------|----------------|------------|
|              | <p>DUNS Number: 610320215+0000<br/>CPIMD/NICC/INSight Project<br/>This is a Time and Material task order under the Enterprise Acquisition Gateway Leading Edge (EAGLE) (Functional Category 1) to provide professional services to National Infrastructure Coordinating Center (NICC) for Insight Support. The period of performance of the resulting task will be a 6 month base with three (3) 1 month options. This task order is for the National Infrastructure Coordinating Center (NICC) Insight<br/>(Use Reverse and/or Attach Additional Sheets as Necessary)</p> |              |          |                |            |

30. ACCOUNTING AND APPROPRIATION DATA: See schedule  
31. TOTAL AWARD AMOUNT (For Govt. Use Only): \$1,584,625.85

32. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA  ARE  ARE NOT ATTACHED  
33. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-3 IS ATTACHED ADDENDA  ARE  ARE NOT ATTACHED

34. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN  
35. AWARD OF CONTRACT REF. OFFER DATED: YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

(b)(6) (b)(6)

36. NAME AND TITLE OF SIGNER (Type or print): Laura Walsh-Steinman, Lead Contracts Specialist  
37. DATE SIGNED: 11/10/09  
38. NAME OF CONTRACTING OFFICER (Type or print): Cynthia F. Brown  
39. DATE SIGNED: 11/10/09

| 19<br>ITEM NO | 20<br>SCHEDULE OF SUPPLIES/SERVICES   | 21<br>QUANTITY | 22<br>UNIT | 23<br>UNIT PRICE | 24<br>AMOUNT |
|---------------|---|----------------|------------|------------------|--------------|
| 0001          | Support.<br><br>Base PoP: 11/11/2009-05/10/2010<br><br>Option Period 1 PoP: 05/11/2010-06/10/2010<br>Option Period 2 PoP: 06/11/2010-07/10/2010<br>Option Period 3 PoP: 07/11/2010-08/10/2010<br><br>Labor rates and Hours are enclosed.<br>Period of Performance: 11/11/2009 to 05/10/2010<br><br>INSight System Support<br>IAW: SOW Task 1<br>Labor Hours<br>(O&M)<br><br>Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4)<br>Accounting Info:<br>Funded: (b)(4) | 6              | MO         | (b)(4)           | (b)(4)       |
| 0002          | Master Watch Control Log (MWCL) and Data<br>Repository Layer Support<br>IAW SOW: Task 2<br>Labor Hours<br>(O&M)<br><br>Continued ...  | 6              | MO         | (b)(4)           | (b)(4)       |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED

NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL  FINAL

COMPLETE  PARTIAL  FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSHQDC-06-D-00024/HSHQDC-10-J-00015

PAGE OF  
 3 39

NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0003            | Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4)<br><br>System Architecture Requirements<br>IAW SOW: Task 3<br>Labor Hours<br>(O&M)                               | 6               | MO          |                   | (b)(4)        |
| 0004            | Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4)<br><br>Certification and Accreditation Support<br>IAW SOW: Task 4<br>Labor Hours<br>(O&M)                        | 6               | MO          |                   | (b)(4)        |
| 0005            | Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4)<br><br>Transition Plan<br>IAW SOW: Task 5<br>Labor Hours<br>(O&M)  | 6               | MO          |                   | (b)(4)        |
| 0006            | Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4)<br><br>Reporting, Schedule and Meetings<br>IAW SOW: Task 6<br>Labor Hours<br>Not Separately Priced<br><br>(b)(4) | 6               | MO          |                   | (b)(4)        |
|                 | Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded (b)(4)<br>Continued ...  |                 |             |                   | (b)(4)        |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC-06-D-00024/HSHQDC-10-J-00015

PAGE OF  
4 39

NAME OF OFFEROR OR CONTRACTOR  
GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|----------------|--|-----------------|-------------|-------------------|---------------|
| 0007           | Final Project Management<br>IAW SOW: Task 7<br>Labor Hours<br>(O&M)<br>(b)(4)<br><br>Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4)   | 6               | MO          |                   |               |
| 0008           | Continuity of Critical Contractor Deliverables<br>IAW: Continuity of Critical Contractor<br>Deliverables Services and/or Supplies in the<br>event of an emergency.<br>In reference to subject clause in the event of an<br>emergency<br>Labor Hours<br>(b)(4)<br>(Not Separately Priced) | 6               | MO          |                   |               |
| 0100           | Equipment and Software Costs<br>IAW SOW: Section 6<br>Other Direct Cost<br>(Cost Reimbursable)<br><br>Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4)  | 6               | MO          |                   | (b)(4)        |
| 0101           | Travel<br>(Cost Reimbursement)<br>IAW SOW: Section 8.3<br>Not-To-Exceed (b)(4)<br><br>Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4)  | 1               | LO          |                   |               |
| 1001           | Option Period 1 (1 Month Period of Performance)<br>Continued ...   | 1               | MO          |                   |               |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSHQDC-06-D-00024/HSHQDC-10-J-00015

PAGE 5 OF 39

NAME OF OFFEROR OR CONTRACTOR  
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | (O&M)<br>Labor Hours<br>(b)(4)<br>Amount: \$0.00 (Option Line Item)<br>Product/Service Code: D399<br>Product/Service Description: OTHER ADP &<br>TELECOMMUNICATIONS SERVICES<br><br>Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: (b)(4) |                 |             |                   |               |
| 1100            | Option Period 1<br>Other Direct Cost<br>IAW SOW: Section 6<br>Not-to-Exceed (b)(4)<br>Product/Service Code: D399<br>Product/Service Description: OTHER ADP &<br>TELECOMMUNICATIONS SERVICES   | 1               | MO          |                   |               |
| 2001            | Option Period 2 (1 Month Period of Performance)<br>(O&M)<br>Labour Hours<br>(b)(4)<br>Amount: (b)(4) (Option Line Item)<br><br>Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded (b)(4)   | 1               | MO          |                   | (b)(4)        |
| 2100            | Option Period 2<br>Other Direct Cost<br>IAW SOW: Section 6<br>Not-to-Exceed (b)(4)<br>(b)(4)  | 1               | MO          |                   |               |
| 3001            | Option Period 3 (1 Month Period of Performance)<br>(O&M)<br>Labor Hours<br>(b)(4)<br>(b)(4) (Option Line Item)<br>(b)(4)<br><br>Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>Continued ...  | 1               | MO          |                   |               |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC-06-D-00024/HSHQDC-10-J-00015

PAGE OF  
6 39

NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 3100            | GE-OE 25-76 CP9010<br>Funded (b)(4)<br>Option Period 3<br>Other Direct Cost<br>IAW SOW: Section 6<br>Not-to-Exceed (b)(4) |                 |             |                   | (b)(4)        |
|                 | The total amount of award: \$1,584,623.18. The obligation for this award is shown in box 26.                              |                 |             |                   |               |



| CLIN         |                            | Hours        | GD- Proposed discounted Rates<br>HSHQDC-06-D-00024* |
|--------------|----------------------------|--------------|---|
| 0005         | Labor Categories           |              | (b)(4)  |
|              |                            |              |   |
|              |                            |              |   |
|              |                            |              |   |
|              |                            |              |   |
|              |                            |              |   |
|              |                            |              |   |
|              |                            |              |   |
|              |                            |              |   |
|              |                            |              |   |
|              |                            |              |   |
| <b>Total</b> |                            | <b>3,212</b> |   |
| 0008         | Labor Categories           |              |   |
| ODC          | Government Provided NTE    |              |   |
| <b>Total</b> |                            | <b>0</b>     |   |
| 0009         | Labor Categories           |              |   |
| ODC          | Government Provided Travel |              |   |
| <b>Total</b> |                            | <b>0</b>     |   |



OPTION PERIOD 1

Period of Performance: 05/11/2010-06/10/2010

| CLIN         |                  | Hours    | GD- Proposed discounted Rates<br>HSHQDC-06-D-00024* |            |
|--------------|------------------|----------|---|------------|
| 0010         | Labor Categories |          |   |            |
|              | (b)(4)           |          | (b)(4)  |            |
|              |                  |          |   |            |
|              |                  |          |   |            |
|              |                  |          |   |            |
|              |                  |          |   |            |
|              |                  |          |   |            |
|              |                  |          |   |            |
|              |                  |          |   |            |
| <b>Total</b> |                  |          |   | <b>808</b> |
| 0011         |                  |          |   |            |
| ODC          |                  |          |   |            |
| <b>Total</b> |                  | <b>0</b> |   |            |

IF THE OPTION IS EXERCISED, THE LABOR HOURS MAY BE REALLOCATED BETWEEN LABOR CATEGORIES. THE TOTAL FUNDED VALUE PROVIDED SHALL NOT BE EXCEEDED.

OPTION PERIOD 2

Period of Performance: 06/11/2010-07/10/2010

| CLIN         |                  | Hours      | GD- Proposed discounted Rates<br>HSHQDC-06-D-00024* |
|--------------|------------------|------------|---|
| 0012         | Labor Categories |            |   |
|              | (b)(4)           |            | (b)(4)  |
|              |                  |            |   |
|              |                  |            |   |
|              |                  |            |   |
|              |                  |            |   |
|              |                  |            |   |
| <b>Total</b> |                  | <b>808</b> |   |
| 0013         |                  |            |   |
| ODC          |                  |            |   |
| <b>Total</b> |                  | <b>0</b>   |   |

IF THE OPTION IS EXERCISED, THE LABOR HOURS MAY BE REALLOCATED BETWEEN LABOR CATEGORIES. THE TOTAL FUNDED VALUE PROVIDED SHALL NOT BE EXCEEDED.

OPTION PERIOD 3 Period of Performance: 0711/2010-0810/2010

| CLIN         |                         | Hours      | GD- Proposed discounted Rates<br>HSHQDC-06-D-00024* |
|--------------|-------------------------|------------|---|
| 0014         | Labor Categories        |            |   |
|              | (b)(4)                  |            | (b)(4)  |
|              |                         |            |   |
|              |                         |            |   |
|              |                         |            |   |
|              |                         |            |   |
|              |                         |            |   |
| <b>Total</b> |                         | <b>808</b> |   |
| 0015         | Labor Categories        |            |   |
| ODC          | Government Provided NTE |            |   |
| <b>Total</b> |                         | <b>0</b>   |   |

IF THE OPTION IS EXERCISED, THE LABOR HOURS MAY BE REALLOCATED BETWEEN LABOR CATEGORIES. THE TOTAL FUNDED VALUE PROVIDED SHALL NOT BE EXCEEDED.

# DEPARTMENT OF HOMELAND SECURITY (DHS)

## STATEMENT OF WORK (SOW) FOR

### National Infrastructure Coordinating Center (NICC) INSight Support

October 30, 2009

#### 1.0 PROJECT TITLE

National Infrastructure Coordinating Center (NICC) INSight Support

#### 2.0 BACKGROUND

As the operational arm for the Department of Homeland Security (DHS) Office of Infrastructure Protection (IP) and a core component of the National Operations Center (NOC), the NICC is responsible for communicating infrastructure-related information to numerous government and industry partners. The NICC includes the NICC watch and the NICC Incident Management Cell (IMC) that provides an integrated IP hub which implements a complete spectrum of CIKR steady state and incident management activities. NICC Watch and IMC Analysts search for operational anomalies; coordinate with the NOC, IP, and other government agencies; perform initial analysis with industry, when warranted; and participate in tests and exercises to maintain preparedness and improve coordination. During incidents and events, the NICC watch and IMC assess and triage information from a variety of resources and conducts initial analysis of the incidents and events.

The NICC is also responsible for generating the following products:

- **Patriot Reports** – The NICC receives reports of suspicious activities and potential terrorist threats from the private sector. This information is assembled and is disseminated to the Infrastructure Coordination Analysis Office (ICAO) Sector Specialists and agencies within the NOC. This information has the potential to be included in the Secretary's Morning Brief, the Homeland Security Operations Morning Brief, Homeland Security Information Messages, Information Bulletins, DHS Advisories, or other DHS generated reports.
- **Spot Reports** – The NICC generates and disseminates Spot Reports of serious emerging incidents or events. These reports provide current situation status and a snapshot assessment of operational impacts that resulted.
- **Current Situation Reports** – These reports are usually created for various incidents or events that have continued past 24-48 hours. The reports are produced at regularly scheduled intervals as determined by leadership and provide detailed assessments of operational impacts.
- **Daily Sector Pulse Report** – This report highlights operational anomalies across the critical infrastructures and key resources for the previous 24 hour period.
- **Critical Infrastructure/Critical Resources (CIKR) Quicklook** – This report provides a geo-spatial depiction of critical infrastructures and key resources within an area surrounding a developing incident or potential incident.

- **Daily Update Brief (DUB)** – This is the primary briefing product produced during steady state. The DUB includes a summary of key events over the last 24 hours that affect CIKR that may be of interest to IP leadership.
- **Incident Daily Update Brief (iDUB)** – As event warrant, the Production/Briefing Cell produces an incident-specific report called the Incident Daily Update Brief or iDUB. This is also presented to Leadership as required.

During major incidents/events, the NICC and IMC serve as a 24x7 customer service interface for CIKR partners by collecting (via email and phone), tracking, and facilitating responses to requests for information and assistance. Additionally, the NICC conducts daily teleconferences with CIKR stakeholders, in close coordination with Sector Specific Agencies and Sector Specialists, to provide situational awareness to industry partners. Lastly, the NICC provides access to approved DHS Situation Reports, bulletins, press releases, and other important documents to serve industry partners' continuity-of-business information needs.

The NICC operates the INSight Information Management System (formerly known as Prizm), designed to support the identification of potentially significant changes in the operational status of the nation's Critical Infrastructures and Key Resources (CIKR) so that trained analysts can provide timely coordination with the NOC, respective Information Sharing and Analysis Centers (ISAC), and other involved agencies in the public sector and federal sectors. INSight also supports the NICC's business processes by creating an infrastructure that helps to enable the operational management of the NICC Watch, IMC and associated support functions.

The high-level functional architecture of INSight is comprised of four layers: the data source layer, the data repository layer, the information management layer (formerly referred to as the "applied knowledge management layer"), and the user interface layer. The INSight system currently consists of a development/test, training, and operational environments. The system is hosted at the contractor facility in Fairfax, VA with the intent to move the primary system (production and training environments) to DHS Data Center 2 (DC2) and move the proposed backup site (including the development and Q/A environment) at the Joint Technology Lab (JTL) in Herndon, Virginia. The DC2 INSight move efforts are currently "racked and stacked" requiring the application to then be loaded, tested and certified.

### **3.0 SCOPE**

Functional Category 1. Final phase of the INSight primary system build out at DC2 and the move of the backup site to the JTL; support the NICC Watch Operations full software lifecycle management, 24x7 system operations and user-level support; and transition the operations and maintenance to an in-house capability.

### **4.0 OBJECTIVE**

To provide the necessary support for the final phase of the INSight primary system build out at DC2 and the move of the backup site to the JTL; support the NICC Watch Operations full software lifecycle management, 24x7 system operations and user-level support; and transition the operations and maintenance to an in-house capability.

## 5.0 APPLICABLE DOCUMENTS

- 5.1 Information Assurance Policy. The information management program will use the following documents that describe information assurance processes and standards. All documents are available in the Chief Information Security Officer section of DHS Online or from the DNI Special Security Center website on the Joint Worldwide Intelligence Communications System (JWICS). (Vendors lacking access to these information sites can request a CD ROM):
  - 5.1.1 DCID 6/3, Protecting Sensitive Compartmented Information within Information Systems, 5 Jun 1999.
  - 5.1.2 DHS National Security Systems Policy Directive 4300B Version 4.2, 29 Sept 2006.
  - 5.1.3 DHS National Security Systems Handbook 4300B Version 4.2, 29 Sept 2006.
  - 5.1.4 DHS National Security Systems Policy Directive 4300A Version 4.2, 29 Sept 2006.
  - 5.1.5 DHS National Security Systems Handbook 4300A Version 4.2, 29 Sept 2006.
  - 5.1.6 DHS Windows Secure Baseline Configuration Guide, Version 2.0, 31 May 2006.
  - 5.1.7 DHS MD 4300.1 Information Technology Systems Security, undated.
- 5.2 The following DHS Management Directives are also applicable and may also be found on DHS Online:
  - 5.2.1 DHS Interim MD 1400, 3 Mar 2006.
  - 5.2.2 DHS MD 8200.1 Information Quality, undated.
  - 5.2.3 DHS MD 4510 Domain Names, 14 Sept 2004.
  - 5.2.4 DHS MD 0470.2 Privacy Act Compliance, 6 Oct 2005.
  - 5.2.5 DHS MD 0007.1 Information Technology Integration and Management, 15 Mar 2007 with Addendum A.
  - 5.2.6 DHS MD 1400.1 IT Capital Planning and Investment Control (CPIC) and Portfolio Management.
  - 5.2.7 OI&A-DOC-IT\_Policy-v1.0-20051028 Office of Intelligence & Analysis (I&A) Policy Information Technology Governance.
  - 5.2.8 DHS MD 4010.2 Section 508 Program Management Office & Electronic and Information Technology Accessibility
  - 5.2.9 DHS Acquisition Directive 102-01

Web Link to referenced documents:

<https://dhsonline.dhs.gov/portal/jhtml/community.jhtml?index=10&community=MGMT&id=2002980003>

## 6.0 SPECIFIC REQUIREMENTS/TASKS

Note: Tasks 1 thru 7 are Operations and Maintenance. Workload data for O&M tasks is located in Attachment 1 - INSight Operation & Maintenance Workload Data.

## **TASK 1.0 – INSight System Operations and Maintenance Support**

- 1.1 The contractor shall staff for the 24x7 system operations and user-level support, to the NICC. The INSight system support includes the necessary day-to-day operations and maintenance to sustain an INSight application availability (up time) of 99.9 percent. The back up site shall be kept at a warm level ready to be hot within 8 hours in the event the primary site is deemed uninhabitable.
- 1.2 The contractor shall provide services as needed for technical support, training, and troubleshooting to the NICC and IMC INSight application. This technical support shall ensure that any NICC and IMC Watch Management and/or Watch Standers have a technical point of contact that is reachable by either office phone (M-F 7am to 5pm) or pager (M-F 5pm to 7am; 24 hours weekends and holidays). This shall include monitoring and responding to requests through the [helpdesk@niccprizm.com](mailto:helpdesk@niccprizm.com) email box (M-F 7am to 5pm and as required after hours and weekends).
- 1.3 The contractor shall ensure that the INSight system is operated and maintained in accordance with the DHS Homeland Security Enterprise Architecture (HLS EA), Global Justice XML Data Model (Global JXDM) and National Information Exchange Model.
- 1.4 The contractor shall provide and document system performance compliance based on the critical applications that support INSight. Application performance (transaction response time) measurement at most is limited by current technology, network configuration, capacity of the system, or other elements that could impact performance. The contractor shall complete performance measurements through a sampling of represented commands over a period of time. If system performance is identified as a consistent problem, the contractor shall provide the necessary efforts to define the extent of the problem and determine appropriate action to correct the problem. The contractor shall document system performance monthly and include it monthly report requirement in Task 6 – Reporting, Schedule, and Meetings.

## **TASK 2.0 – Master Watch Control Log (MWCL) and Data Repository Layer Support**

- 2.1 The data source layer consists of inputs from multiple sources which are logged into the NICC Master Watch Control Log (MWCL) and ingested into the INSight system. The contractor shall maintain the MWCL.
- 2.2 The data repository layer houses and maintains both the near real-time and historical data that feeds the INSight system. The contractor shall support the database requirements to support the transition of the system to Data Center 2 and the Joint Technology Lab. These requirements will be gathered primarily through meetings with the NICC government management and representatives from other program offices.
- 2.3 The contractor shall also maintain a detailed software and system architecture work schedule in order to effectively manage the overall system (e.g. Updates to the inventory, managing software and hardware enterprise architecture requests/approvals, upcoming purchases, licenses/agreements, and updates to Service Level Agreements). The contractor shall design, develop, and perform software lifecycle management processes required to maintain effective use of DHS' Oracle 10g (and follow-on release) software environment.

### **TASK 3.0 - System Architecture Requirements**

- 3.1 The contractor shall provide a system solution for INSight upgrades utilizing commercial off the shelf (COTS) products and reside on the existing hardware architecture. When the entire user base of the system is established (e.g., local and deployed IP analysts and watch personnel, management personnel, additional DHS elements and security partners, etc.), the system shall provide maximum flexibility with regard to allowing and controlling access in accordance with DHS Policy 4300B.
- 3.2 The contractor shall ensure that the system encompasses an open architecture design (both hardware and software). The contractor shall ensure 100% accountability of all software and hardware purchased under this effort. The contractor shall further ensure that all hardware and software maintenance for the INSight system is kept up to date. The contractor shall maintain a comprehensive inventory list as applicable including equipment/software name, date of purchase, date of expiration, model/license number, serial number, and quantity. The equipment/software shall be inventoried on a quarterly schedule and the inventory submitted to the COTR.
- 3.3 The contractor shall develop and implement a system architecture that allows for the three separate environments (development, testing/training, and operational) to be located at sites designated by the DHS OCIO, the NPPD OCIO, COTR and NICC management.
- 3.4 The contractor shall provide management and technical support in the final phase of building out of the INSight primary (Production and Training) system at DC2. This shall include: working with DHS OCIO, the NPPD CIO, DC2 personnel and NICC Management to complete the transition; uploading the application; testing the system with the application uploaded; remediating any operational or technical issues; and coordinating the final validation/certification of the INSight system. This also includes completing the necessary documentation for Interconnection or Service Level Agreements (for SLA – see Task 3.6) necessary in teaming with the INSight Systems hosts, and supporting the relocation or INSight. Currently, the system infrastructure for hosting INSight at DC2 is complete (“racked and stacked”).
- 3.5 The contractor shall provide management and technical support as well as procuring a specialized IT relocation company certified to move the INSight system equipment (located at Fairfax, VA) to the JTL (located at Herndon, VA). The move shall be completed after the INSight system is up and running at DC2 at the direction of DHS OCIO, the NPPD OCIO, COTR and NICC management. The migration to the JTL shall include a physical and logical inventory (both pre and post move), proper dismantling and packaging of the equipment, move and deployment, assembly/set up and testing of the system. Re-certification of the system will be at the discretion and direction of DHS OCIO, the NPPD OCIO, COTR and NICC management.
- 3.6 The contractor shall develop a Service Level Agreement (SLA) between the NICC and “the contractor” for supporting the INSight system. This shall include: definition of services, problem management, customer duties, warranties, Business Continuity/Disaster Recovery (Recovery Time Objectives, Recovery Point Objectives), Termination of Agreement, performance measures for Transaction Response Time (both end user and internal), application availability, application performance, outages

(emergency, priority, regular and unscheduled) and network capacity planning/management.

- 3.7 The contractor shall provide a system software lifecycle management solution that allows for each base software package to be tracked with version controls, as well as providing management for all custom-developed software used in the INSight architecture. The system shall comply with DHS directives and NPPD CIO guidance.
- 3.8 The contractor shall adjudicate comments and recommendations of all Independent Verification and Validation (IV&V) performed on the INSight system. This includes all IT security "deep dives", IG audits, IV&V initiated by the System Owner, or external evaluations of the INSight system.

#### **TASK 4.0 - Certification and Accreditation Support**

- 4.1 The contractor shall ensure that the INSight system meets all DHS requirements in accordance with DHS Sensitive Systems Policy Directive 4300A and its companion, DHS 4300B Sensitive Systems Handbook, and DHS National Security Systems Policy Directive 4300B and its companion, DHS 4300B National Security Systems Handbook. Therefore, in conjunction with the COTR and NICC management, the contractor shall participate in C&A planning, training, and exercise sessions and work directly with the DHS IT Security points of contacts, processes and system tools to ensure compliance with DHS policy. Additionally, as a result of these sessions, the contractor shall be required to produce or update C&A-related documentation to include but not be limited to: Incident Response Plan (IRP), Plan of Execution, Business Continuity/Disaster Recovery (BC/DR) Plan, System Security Plan (SSP), Privacy Impact Assessments and estimated timelines. Certification and Accreditation documents shall also be uploaded through the NPPD and DHS OCIO systems. In addition, the system shall comply with all Privacy Act requirements and the DHS Sensitive System Handbook.
- 4.2 The contractor shall ensure that the INSight system is maintained in accordance with all required DHS and NIST security policies and requirements so that the system can process and maintain Disaster Management, Homeland Security, Law Enforcement, and Internal Risk and Management data, as well as Protected Critical Infrastructure Information, and USPERSONs information. As the INSight system changes are made with further upgrades and enhancements, the Contractor shall ensure further Certification and Accreditation requirements are met. The contractor shall notify the Government within 24 hours if the INSight system IT Security requirements are discovered or compromised. At a minimum, the contractor shall update the Certification and Accreditation on an annual basis and after major upgrades and changes to the INSight system or as directed by the NPPD OCIO.
- 4.3 The contractor will ensure the INSight system obtains and maintains a DHS Full CIO Authority to Operate, and complies with all DHS requirements in accordance with DHS Certification and Accreditation Guidance for Sensitive But Unclassified (SBU) Systems User's Manual. The contractor shall ensure that all FIPS-199 controls are maintained and managed to allow INSight to operate in a manner allowing High confidentiality, High Integrity, and High Availability in accordance with Federal Information Processing Standards Publication (FIPS) 199 "Standards for Security Categorization of Federal Information and Information Systems.



## **TASK 5.0 - Transition Plan**

- 5.1 The contractor shall prepare a transition plan for the initial transition of INSight system activities and operational responsibilities as well as the eventual transition to in-house staff. The contractor shall provide the necessary services including training and existing documentation to the in-house staff to transitioning these roles and responsibilities. The services and information delivered shall provide for a smooth transition to the in-house staff. The transition plan and services provided shall include at a minimum:
- a. Transition activities and services for the final phase to move the production and training environments to DC2
  - b. Transition activities and services for moving the backup, production and training, and the development/QA environments to the JTL. The contractor is responsible for ensuring all INSight equipment is moved in a secure and safe manner so as to not void any warranties or damage any INSight equipment, and shall coordinate with the in-house staff for system acceptance at the JTL.
  - c. Supporting the transition of the INSight system operations and maintenance roles and responsibilities to an in-house capability. The transition of operation and maintenance roles and responsibilities include the system administration, database management, configuration management, certification and accreditation, hardware/software lifecycle management, document management, help desk management, reporting requirements, DC2 coordination, and patch/upgrade management.
  - d. Names and contact information of stakeholders, contractors, and subcontractors involved in the development of the INSight program under the INSight contract
  - e. Names and contact information of team members who assisted in the development of the program under the INSight contract
  - f. Unprotected Microsoft Office version of all INSight documentation developed under the INSight contract
- 5.2 At the completion of the contract, the contractor shall meet with the COTR to ensure that all deliverables have been met as set forth in this SOW.

## **TASK 6.0 – Reporting, Schedule, and Meetings**

- 6.1 The Contractor shall prepare and submit monthly status/progress reports. These reports shall be submitted to the COTR. Status/progress reports shall discuss the status of all on-going work about specific tasks listed in the SOW. At a minimum, each progress report shall contain a description of:
- a. Work performed during the reporting period just ended to include numerical amounts for each task.
  - b. Work to be performed during the next reporting period

- c. Any planned travel including travel objectives
- d. Any problems encountered with corrective action proposed or taken and a statement about the potential impact of the problem
- e. Any government action requested
- f. An estimate of the percent complete for each task
- g. Cost reimbursable or time and materials tasks only
- h. Hours and funds expended to-date and for the reporting period just ended

The contractor shall document these activities accomplished, upcoming activities/deliverables, action items, any risks to the schedule, scope, or budget, as well as any outstanding issues. Documentation shall include a roll up of the previous weekly activities and include the final week of activities for the month and an updated project schedule (MS Project).

- 6.2 The contractor shall gather documentation to report project status for regular reporting and management of IT projects in the NPPD CIO Portfolio.
- 6.3 The contractor shall update system and operational development and quality control schedules. The contractor shall evaluate all management-approved enhancements and change requests for level of effort. In conjunction with the COTR, the contractor shall evaluate the impact upon overall development schedules. All changes to the overall schedule shall be briefed to the Configuration Control Board (CCB) and approved by the CCB chair or the COTR and reported to the CO.
- 6.4 The contractor's project manager shall attend a status meeting every other Tuesday, at a minimum, at the NICC facility in Arlington, Virginia, to discuss items included in the weekly activity reports or issues from CCB briefs or discussions with the COTR. The Contractor shall maintain minutes of meetings during which the progress of the work is discussed. The Contractor shall submit the meeting minutes to the COTR. The CCB meeting minutes shall highlight any decisions reached, agreements made, or actions to be taken. The Contractor shall also prepare and submit an exception report describing any problems encountered that may impact the government adversely, require clarification or action by the government, require documentation, or result in a deviation from the approved work plan.

#### **TASK 7.0 - Final Project Management**

- 7.1 The objective of this task is to manage the contract process by maintaining cost control, schedule, and quality of all services and products. The Contractor shall determine the project organization and overall management required to accomplish the task order. The Contractor shall provide a final Project Management Plan to the COTR not later than 10 business days after the Post Award Conference.

### **7.0 CONTRACTOR PERSONNEL**

#### **7.1 Qualified Personnel**

The Contractor shall provide qualified personnel to perform all requirements specified in this SOW.

## 7.2 Continuity of Support

The Contractor shall ensure that the contractually required level of support for this requirement is maintained at all times. The Contractor shall ensure that all contract support personnel are present for all hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor shall provide e-mail notification to the COTR prior to employee absence. Otherwise, the Contractor shall provide a fully qualified replacement.

## 7.3 Key Personnel

Before replacing any individual designated as *Key personnel* by the Government, the Contractor shall notify the Contracting Officer no less than 15 business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the *Key person* being replaced. The Contractor shall not replace *Key Contractor personnel* without acknowledgment from the Contracting Officer. The following Contractor shall propose key personnel as designated as *Key personnel* for this requirement. *Key personnel identified are:*

(b)(4)

(b)(4)

## 7.4 Project Manager

The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this SOW. The Project Manager shall be a single point of contact for the Contracting Officer and the COTR. The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government as part of the Contractor's proposal. The Project Manager is further designated as *Key personnel* by the Government. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates shall be able to read, write, speak and understand the English language. Additionally, the Contractor shall not replace the Project Manager without prior acknowledgement from the Contracting Officer.

7.4.1 The Project Manager (or designated alternate) shall be available to the COTR via telephone 24/7/365 and shall respond to a request for discussion or resolution of technical problems within 1 hour of notification.

## 7.5 Employee Identification

7.5.1 Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

7.5.2 Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering

Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

## **7.6 Employee Conduct**

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

## **7.7 Removing Employees for Misconduct or Security Reasons**

The Government may, at its sole discretion (via the Contracting Officer\*), direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

## **8.0 OTHER APPLICABLE CONDITIONS**

The government estimates long-distance travel at a not-to-exceed amount of \$5,000. Travel expenses occurred in the performance of this task order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel when authorized as part of the scope of work, within task order ceiling, and when approved by the Government. Local travel will not be reimbursed within a 50-mile radius of worksite or travel costs from contractor worksite to DHS.

### **8.1 Period of Performance**

This contract is a 6 month base period with three one-month option periods with the following estimated start dates:

|                     |   |
|---------------------|---|
| Base Period         | <i>November 11, 2009 through May 10, 2010</i> |
| Option Period One   | <i>May 11, 2010 through June 10, 2010</i>     |
| Option Period Two   | <i>June 11, 2011 through July 10, 2010</i>    |
| Option Period Three | <i>July 11, 2011 through August 10, 2010</i>  |

### **8.2 Place of Performance**

The vast majority of work associated with this task order shall be performed at the contractor's site with some of the work being performed at various DHS facilities within the DC metropolitan area.

### **8.3 Travel**

The government estimates long-distance travel at a not-to-exceed amount of \$5,000. Travel expenses occurred in the performance of this task order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel when authorized as part of the scope of work, within task order ceiling, and when approved by the Government. Local travel will not be reimbursed within a 50-mile radius of worksite or travel costs from contractor worksite to DHS.

### **8.4 Post Award Conference**

The Contractor shall attend a Post Award Conference with the Contracting Officer and the COTR no later than 3 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract and review the Contractor's draft project plan. The Post Award Conference will be held at the Government's facility.

### **8.5 Project Plan**

The Contractor shall provide a draft Project Plan at the Post Award Conference for Government review and comment. The Contractor shall provide a final Project Plan to the COTR not later than 10 business days after the Post Award Conference. This shall be submitted as part of Task 7 – Final Project Management.

### **8.6 Business Continuity Plan**

The Contractor shall prepare and submit a Business Continuity Plan (BCP) to the Government. The BCP Plan shall be due 10 business days after Post Award Conference, and will be updated on an annual basis. This shall be submitted as part of Task 7 – Final Project Management. The BCP shall document Contractor plans and procedures to maintain support during an emergency, including natural disasters and acts of terrorism. The BCP, at a minimum, shall include the following:

- A description of the Contractor's emergency management procedures and policy
- A description of how the Contractor will account for their employees during an emergency
- How the Contractor will communicate with the Government during emergencies
- A list of primary and alternate Contractor points of contact, each with primary and alternate:
  - Telephone numbers
  - E-mail addresses

8.6.1 Individual BCPs shall be activated immediately after determining that an emergency has occurred, shall be operational within 1 hour of activation or as directed by the Government, and shall be sustainable until the emergency situation is resolved and normal conditions are restored or the contract is terminated, whichever comes first. In case of a life threatening emergency, the COTR shall immediately make contact with the Contractor Project Manager to ascertain the status of any Contractor personnel who were located in Government controlled space affected by the emergency. When any disruption

of normal, daily operations occur, the Contractor Project Manager and the COTR shall promptly open an effective means of communication and verify:

- Key points of contact (Government and contractor)
- Temporary work locations (alternate office spaces, telework, virtual offices, etc.)
- Means of communication available under the circumstances (e.g. email, webmail, telephone, FAX, courier, etc.)
- Essential Contractor work products expected to be continued, by priority

8.6.2 The Government and Contractor Project Manager shall make use of the resources and tools available to continue contracted functions to the maximum extent possible under emergency circumstances. Contractors shall obtain approval from the Contracting Officer prior to incurring costs over and above those allowed for under the terms of this contract. Regardless of contract type, and of work location, Contractors performing work in support of authorized tasks within the scope of their contract shall charge those hours accurately in accordance with the terms of this contract.

### **8.7 Intellectual Property**

All documents and associated working papers and other material deemed relevant by the COTR that have been generated by the Contractor in the performance of this contract are the property of DHS. The Contractor shall provide all such documents and project documentation to the COTR at the termination of the contract. The Contractor shall release no information to outside parties without the prior and explicit consent of the Contracting Officer.

### **8.8 Protection of Information**

Contractor access to information protected under the Privacy Act is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

### **8.9 Section 508 Compliance**

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) 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 equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public. The contractor shall ensure that the services to be provided are in compliance with the Electronic and Information Technology Accessibility Standards (36 CFR 1194).

All 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 GOTS and 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.

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, applies to all telecommunications products including end-user interfaces such as telephones and non end-user interfaces such as switches, circuits, etc. 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.

36 CFR 1194.31 – Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable 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. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may 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 apply:

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 meets 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.

## **9.0 GOVERNMENT TERMS & DEFINITIONS – See Attachment**

## **10.0 GOVERNMENT FURNISHED RESOURCES**

A comprehensive inventory list including equipment name, date of purchase, model number, serial number, and quantity will be made available to the contractor upon award of the contract. The Government will provide the following information, data and documents to the contractor upon award of the contract.

- System design documentation
- System architecture
- Certification & accreditation documentation (system security plan)
- Hardware & software inventory (**See Attachments**)
- System environment requirements
- Database schema
- Service level agreement
- Master Watch Control Log Historical Database

The Contractor shall use Government furnished property, equipment and supplies only for the performance of work under this contract, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear.

The Contractor shall use Government furnished information, data and documents only for the performance of work under this contract, and shall be responsible for returning all Government furnished information, data and documents to the Government at the end of the performance period. The Contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer.

## **11.0 CONTRACTOR FURNISHED PROPERTY**

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in Section 10.0.

## **12.0 GOVERNMENT ACCEPTANCE PERIOD**

The COTR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COTR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.



- 12.1** The COTR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COTR of the specific reasons for rejection. The Contractor shall have an opportunity to correct the rejected deliverable and return it per delivery instructions.
- 12.2** The COTR will have 5 business days to review deliverables and make comments. The Contractor shall have 2 business days to make corrections and redeliver. Should the Government fail to complete the review within the review period; the deliverable will be considered accepted.
- 12.3** All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

### **13.0 DELIVERABLES AND DELIVERABLES SCHEDULE**

All Reports and deliverables shall be submitted electronically in MS 2003 Word, Excel, or Project directly to the COTR. The Monthly Status/Progress Reports shall be submitted to both the COTR and the Contract Specialist.

| <b>Task #</b> | <b>Deliverable Title</b>  | <b>Due Date</b>  |
|---------------|---|--|
| <b>1.4</b>    | System Performance Compliance Report (Included in the Monthly Report) | 3rd Business Day of the Month  |
| <b>2.3</b>    | Software and System Architecture Work Schedule                        | 3rd Business Day of the Month  |
| <b>3.2</b>    | Hardware/Software Inventory   | Both 90 and 180 calendar days after award  |
| <b>3.3</b>    | System Architecture Documentation                                     | Draft: 30 calendar days after Task Order Award<br>Final: 45 calendar days after Task Order Award |
| <b>3.4</b>    | Complete Final Phase of DC2 Build Out                                 | 40 -90 calendar days after date of Task Order Award  |
| <b>3.5</b>    | Complete Move to JTL  | 90 – 120 calendar days after date of Task Order Award  |
| <b>3.6</b>    | Service Level Agreement   | 30 calendar days after Task Order Award  |
| <b>3.7</b>    | Software Lifecycle Management Process Documentation                   | 30 calendar days after Task Order Award  |
| <b>4.1</b>    | Certification and Accreditation Documentation                         | 30-180 calendar days after date of Task Order Award  |
| <b>4.2</b>    | Updates to Certification and Accreditation                            | 30-180 calendar days after date of Task Order Award  |

| <b>Task #</b> | <b>Deliverable Title</b>              | <b>Due Date</b>  |
|---------------|---------------------------------------|--|
| <b>5.1</b>    | Draft Transition Plan                 | 10 <sup>th</sup> calendar day after task order award     |
| <b>5.1</b>    | Final Transition Plan                 | 30 calendar days after task order award                  |
| <b>All</b>    | Weekly Status/Progress Reports        | COB Friday @ 4:00 PM                                     |
| <b>All</b>    | Monthly Status/Progress Reports       | 3rd Business Day of the Month                            |
| <b>6.2</b>    | Project Status – NPPD OCIO            | Monthly, on the 3rd Business Day of the Month            |
| <b>6.3</b>    | Quality Control Schedules             | Monthly, on the 3rd Business Day of the Month            |
| <b>6.4</b>    | Meeting Minutes and Exception Reports | Within 5 working days after the subject meeting or event |
| <b>7.1</b>    | Final Project Management Plan         | 10 business days after the Post Award Conference         |

14.1 Contractor personnel shall be cleared at the SECRET level. The details will be specified in a Department of Defense (DD) Form 254.

14.2 Contractor Employee Access (HSAR 3052.204-71)(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 Protection in accordance with subsequently adopted homeland security information handling procedures.
  - (b) "Information Technology Resources" includes, but are not limited to, computer equipment, networking, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
  - (c) Contractor employees working on a task order 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 under the task order. 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 the task order unless the requirement is waived under Departmental procedures.
  - (d) The Task Order Contracting Officer may require the contractor to prohibit individuals from working on the task order 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 the task order may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless 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 task order 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.

**Alternate I  
(JUNE 2006)**

- (g) Before receiving access to IT resources under the task order, 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 the task order or approved by the COTR in writing as necessary for performance of the work under the task order. 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 the task order 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 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 task order, 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 task order 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 task order, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
- (1) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
  - (2) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and
  - (3) The waiver must be in the best interest of the Government.
  - (4) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the task order. Any additions or deletions of non-U.S. citizens after task order award shall also be reported to the Task Order Contracting Officer.

#### 14.3 HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (June 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 30 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.

#### 14.4 HSAR 3004.470-2

- (a) DHS's policies and procedures on contractor personnel security requirements are set forth in various management directives (MDs). MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how contractors must handle sensitive but unclassified information. MD 4300.1, entitled Information Technology Systems Security, and the DHS Sensitive Systems Handbook, prescribe the policies and procedures on security for Information Technology resources. Compliance with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering contractors specifically, is required in all contracts that require access to facilities, IT resources or sensitive information.
- (b) The contractor must not use or redistribute any DHS information processed, stored, or transmitted by the contractor except as specified in the contract.

#### 14.5 Security Review

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the Office of Inspector General, Contracting Officers Technical Representative (COTR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/IP/NICC data or the function of computer systems operated on behalf of DHS/IP/NICC, and to preserve evidence of computer crime.

#### 14.6 Interconnection Security Agreements

Interconnections between DHS and non-DHS IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements.

## **15.0 DHS ENTERPRISE ARCHITECTURE COMPLIANCE**

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures as it relates to this Statement of Work (SOW). 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.

In compliance with OMB mandates, all network hardware shall be IPv6 compatible without modification, upgrade, or replacement.

The Contractor shall implement all systems according to the architectural standards and technical requirements of the DHS Enterprise Architecture, and in conformance with the DHS Enterprise Transition Strategy, the DHS Enterprise Architecture, and the DHS Geospatial Information Infrastructure design. All datasets developed under the program shall be made available across the Department and to its collaborating partners within the limitations of security classification and 6 CFR Part 27.400 (Chemical-terrorism Vulnerability Information (CVI)). All geospatial data shall be modeled within the current version of the DHS geospatial data model and shall include Federal Geographic Data Committee (FGDC) compliant metadata to ensure robust discovery and catalog services. All data and related artifacts generated by the program shall reside within the DHS geospatial information infrastructure within one or more of the DHS enterprise data center(s).

The contractor shall use standards-based software development practices and conform to current industrial standards and practices for Service-Oriented Architectures, and shall follow the guidance set forth by the DHS SOA Working Group.

## **16.0 DATA CENTER COMPLIANCE**

The contractor shall also support the potential for the migration/hosting of all IT applications to/at the DHS Consolidated Data Center. Support shall include:

- Development and documentation of a transition plan, to include identification of risks and mitigation plans.
- Development of system take down, standup, operation, and maintenance standard operating procedures (SOPs) to sufficient detail to enable competent third-party support of the system(s) at the authorized DHS Data Center.
- Physical packaging of the system, and – if so directed by the government – ground transport of the system(s) to the DHS Data Center(s).
- Temporary on-site presence at the DHS data center(s) to provide sufficient system stand-up and operational verification support.

## **17.0 SYSTEM LIFE CYCLE (SLC) COMPLIANCE**

All contracting work shall adhere to the NPPD CIO SLC. The contractor shall work with the NPPD CIO or designated representative(s) to determine documentation and SDLC Phase Review requirements throughout each IT system's lifecycle. SLC Phase Reviews and Control Gate Reviews shall be regularly scheduled and integrated into the contractor's and program manager's project plan(s).

## **18.0 STATEMENT OF WORK ATTACHMENTS**

1. Operation and Maintenance Workload Data (8 Pages)
2. Hardware and Software Inventory (Software Binder List, Development Environment Inventory, and Production Prizm Inventory) - 4 pages
3. Government Terms and Definitions (2 pages)

## CONTRACT ADMINISTRATION DATA

### A. CONTRACT ADMINISTRATION

1. This task order will be administered by:

U.S. Department of Homeland Security  
Office of Procurement Operations  
301 7<sup>th</sup> Street, SW, Room 3069  
ATTN: Cynthia F. Brown, Contracting Officer  
Phone Number: (b)(6) Fax (202) 447-5725

2. Copies of all correspondence concerning this task order shall be provided to the Contract Specialist listed above.

### B. CONTRACTING OFFICER'S AUTHORITY

A warranted Contracting Officer is the only person authorized to issue modification to the task order, approve changes in any of the requirement, or obligate funds. Notwithstanding any clauses/provision contained elsewhere in this task order, the authority to modify the task order remains solely with the Contracting Officer. If the Contractor makes any task order changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order to cover any increases in charges that may result. The Contracting has the authority to perform any and all post-award functions in administering and enforcing the proposed task order in accordance with its terms and conditions.

### C. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The following COTR is designated for this individual task order and is responsible for the day-to-day coordination of the Task Order.

Name: Gregory McShane  
Address: Department of Homeland Security  
Office of Infrastructure Protection/Contingency Planning  
Incident Management Division OIP/CPIMD  
4601 N. Fairfax Drive  
Arlington, VA 22203  
Email: (b)(6)

### D. CONTRACTING OFFICER'S TECHNICAL AUTHORITY

The TO COTR will represent the TO CO in the administration of technical details within the scope of the task order. The CO COTR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as



may be specified in the task order. The TO COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the TO CO or the Government. The TO COTR does not have authority to alter the Contractor's obligations or to change the task order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the TO CO.

## INVOICE AND PAYMENT PROVISIONS

A. Invoices shall be prepared per Section VII, Contract Clauses; Paragraph A entitled "FAR CLAUSES INCORPORATED BY REFERENCE," FAR Clauses 52.232-25 Prompt Payment and FAR Clause 52.232-7, Payments under Time and Materials and Labor-Hours and FAR Clauses 52.232-1 Payments. 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) Contract Number;
- (3) Modification Number, if any
- (4) DUNS Number;
- (5) Month services provided and
- (6) CLIN and Accounting Classifications

B. The Contractor shall submit the original invoices and an electronic copy to the address below:

U.S. Department of Homeland Security  
IAIP  
245 Murray Lane, SW  
Building 410  
Washington, DC 20528

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

- 1) [NPPDVendorInvoices@dhs.gov](mailto:NPPDVendorInvoices@dhs.gov)
- 2) U.S. Department of Homeland Security  
Office of Procurement Operations  
301 7<sup>th</sup> Street, SW, Room (b)(6)  
ATTN: Cynthia F. Brown, Contracting Specialist  
Phone Number (b)(6) Fax (202) 447-5725  
(b)(6)

- 3) Gregory McShane  
Department of Homeland Security  
Office of Infrastructure Protection/Contingency Planning  
Incident Management Division OIP/CPIMD  
4601 N. Fairfax Drive  
Arlington, VA 22203  
Email (b)(6)

## REQUIRED CLAUSES

**All terms and conditions outlined in your EAGLE contract are applicable to this solicitation and any resulting awards made as a result of this solicitation in addition to the following:**

### **1. 52.252.2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be access electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

|              |  |
|--------------|--|
| FAR 52.204-9 | Personal Identify Verification of Contractor Personnel (Sept 2007) |
|--------------|--|

### **2. Special Clauses**

#### **a. Holidays and Administrative Leave**

U. S. Department of Homeland Security personnel observe the following days as holidays:

|                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Labor Day        |
| Martin Luther King's Birthday | Columbus Day     |
| Presidents' Day               | Veteran's Day    |
| Memorial Day                  | Thanksgiving Day |
| Independence Day              | Christmas Day    |

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on-site under this contract on holidays set forth above. The contractor shall not charge any holiday as a direct charge to the contract. In the event contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event DHS grants administrative leave to its Government employees at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the contractor shall continue to provide sufficient staff personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or his/her duly appointed representative. In each instance when the site is closed to contractor personnel as a result of inclement weather, potentially hazardous conditions, or other special circumstances; the contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the contractor's established accounting policy.

(End)

**b. IDENTIFICATION OF CONTRACTOR PERSONNEL**

The contractor shall ensure that its employees will identify themselves as employees of their respective company while working on DHS/OPO contracts. For example, contractor personnel shall introduce themselves in person and in voice-mail, and sign attendance logs as employees of their respective companies, and not as DHS employees. The contractor shall ensure that their personnel use the following format signature on all official e-mails generated by DHS computers:

Name  
Position or Professional Title  
Company name  
Supporting the \_\_\_\_\_ division/office of DHS  
Phone  
Fax  
Other contact information as desired  
(End)

**c. Non-Personal Services**

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

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

(End)

#### **d. Advertisements, Publicizing Awards, and News Releases**

(a) All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

(b) The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

#### **e. Post Award Conference**

The Contractor shall participate in a post award conference that will be held approximately fifteen (15) business days after contract award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5).

The COTR is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The COTR will designate or act as the chairperson at the conference. The chairperson of the conference shall conduct the meeting.

The conference will be conducted at a location within the Washington DC commuting area at the Government's discretion. The post award conference will establish work level points of contact, determine the administration strategy, roles, and responsibilities and ensure prompt payment and close out.

### **1.0 ADDITIONAL CLAUSES INCORPORATED IN FULL TEXT**

#### ***52.204-2 SECURITY REQUIREMENTS (AUG 1996)***

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

#### **FAR 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 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 9 months.

#### **Homeland Security Acquisition Regulations Clauses**

#### **3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting (“**No conflicts have been identified at the issuance of the solicitation**”).

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

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

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

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

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government

approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

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

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

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

### **3052.245-70 GOVERNMENT PROPERTY REPORTS (AUG 2008) [Deviation]**

The Contractor shall prepare a report of Government property in its possession and the possession of its subcontractors, when and in a format prescribed by the Contracting Officer.

### **CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES [SERVICES and/or SUPPLIES] IN THE EVENT OF AN EMERGENCY (October 2009)**

1. The contractor shall submit to the contracting officer a contingency plan (the "Plan") for providing uninterrupted mission critical contract deliverables [for services, or for the delivery of supplies] in the event of an H1N1 epidemic or other emergency.
  - a. The contracting officer has identified all or a portion of the contract deliverables [services/supplies] under this contract as critical contract deliverables [services/supplies] in support of mission critical functions. The contractor-provided deliverables that have been determined to be critical contractor services or supplies in support of mission critical functions are listed in this procurement (Task 1 thru 7) are deemed mission critical.
  - b. The contractor shall formulate the proposed Plan prior to the award of this contract, or at the time of incorporation of this clause into a contract by modification, for continuing the performance of critical contract deliverables [services/supplies] as identified in SOW as emergency.
    - i. The contractor shall identify in the Plan provisions made for the acquisition of necessary personnel, resources and/or supplies, if necessary, for continuity of operations for up to thirty (30) days or until normal operations can be resumed;
    - ii. The Plan must, at a minimum, address and identify –
      1. Challenges associated with maintaining contractor critical deliverables [services/supplies] during an extended emergency event, such as a pandemic that may occur in repetitious waves;

2. Any time lapse associated with the initiation of the acquisition of necessary personnel, resources and/or supplies and their actual availability on site;
  3. The components, processes, and requirements for the identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities or performing work from home;
  4. Any established alert and notification procedures for mobilizing identified "critical contractor service personnel";
  5. The approach for communicating expectations to contractor employees regarding their roles and responsibilities during an emergency.
  6. Any associated changes needed to the contractor's information technology (IT) infrastructure to support the contract in an emergency; and
  7. Any costs associated with implementing the Plan, if applicable.
2. The contractor recognizes that the contract deliverables [services/supplies] under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify
  3. the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.
  4. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor deliverables [services/supplies]. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.
  5. Any proposed costs associated with implementing the Plan will be evaluated by the contracting officer as part of the initial competition, or at the time they are submitted as proposed costs under a contract modification which incorporates this clause. The Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.
  6. In the event the contractor's Plan is exercised by the Government, the contracting officer shall include a written determination in the contract file that the costs associated with the Plan are fair and reasonable and are at the exact same terms as the base contract award, or as the contract as modified.
  7. This clause shall be included in subcontracts for the critical deliverables [services/supplies].

|  |  |   |   |  |   |   |                               |
|--|--|---|---|--|---|---|-------------------------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>   |  |   |   | 1. REQUISITION NUMBER<br>RNCP-10-00016   |   | PAGE OF<br>1 4  |                               |
| 2. CONTRACT NO.<br>HSHQDC-06-D-00024   |  | 3. AWARD/<br>EFFECTIVE DATE<br>12/02/2009   | 4. ORDER NUMBER<br>HSHQDC-10-J-00015/P00001 |  | 5. SOLICITATION NUMBER  |   | 6. SOLICITATION<br>ISSUE DATE |
| 7. <b>FOR SOLICITATION<br/>INFORMATION CALL:</b>   |  | a. NAME<br>Cynthia Brown  |   | b. TELEPHONE NUMBER<br>(No collect calls)<br>202-447-5590  |   | 8. OFFER DUE DATE/LOCAL TIME  |                               |
| 9. ISSUED BY<br>U.S. Dept. of Homeland Security<br>Office of Procurement Operations<br>NPPD Acquisition Division<br>245 Murray Lane, SW<br>Building 410<br>Washington DC 20528   |  |   | CODE<br>DHS/OPO/NPPD/                       | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE:    % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS<br>NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> Sole Source<br>SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) |   |   |                               |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |  | 12. DISCOUNT TERMS  |   | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>  |   | 13b. RATING   |                               |
| 15. DELIVER TO<br>CODE   |  | 16. ADMINISTERED BY<br>U.S. Dept. of Homeland Security<br>Office of Procurement Operations<br>NPPD Acquisition Division<br>245 Murray Lane, SW<br>Building 410<br>Washington DC 20528 |   | CODE<br>DHS/OPO/NPPD/IP  |   | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP          |                               |
| 17a. CONTRACTOR/OFFEROR<br>CODE<br>6103202150000   |  | FACILITY CODE   |   | 18a. PAYMENT WILL BE MADE BY<br>CODE<br>IAIP   |   | Department of Homeland Security<br>IAIP<br>245 Murray Lane, SW<br>Building 410<br>Attn: Randall Miller<br>Washington DC 20528 |                               |
| GENERAL DYNAMICS ONE SOURCE LLC<br>3211 JERMANTOWN ROAD<br>FAIRFAX VA 220302844  |  | TELEPHONE NO.   |   | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>  |   | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM     |                               |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/SERVICES  |   |   | 21. QUANTITY   | 22. UNIT  | 23. UNIT PRICE  | 24. AMOUNT                    |
|  | DUNS Number: 610320215+0000<br>CPIMD/NICC/INSight Project<br><br>a. The purpose of this modification is to incorporate the DD Form 254. This modification is accomplished at no additional cost of the Government.<br><br>b. All other terms and conditions remain unchanged.<br><br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |   |   |  |   |   |                               |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>See schedule  |  |   |   |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$0.00   |   |                               |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA   |  |   |   |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.   |   |                               |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  |  |   |   |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.   |   |                               |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  |   |   |  | <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |   |                               |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |  |   |   | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |   |   |                               |
| 30b. NAME AND TITLE OF SIGNER (Type or print)  |  | 30c. DATE SIGNED  |   | 31b. NAME OF CONTRACTING OFFICER (Type or print)   |   | 31c. DATE SIGNED  |                               |
|  |  |   |   | Cynthia F. Brown   |   |   |                               |



| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES            | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | Period of Performance: 11/11/2009 to 05/10/2010 |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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

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

|  |                    |                                 |  |                  |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

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

|   |                                   |                                      |
|---|-----------------------------------|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY ( <i>Print</i> ) |                                      |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                         | 42b. RECEIVED AT ( <i>Location</i> ) |
|   |                                   | 42c. DATE REC'D ( <i>YY/MM/DD</i> )  |

|   |                                 |   |                                |
|---|---------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>P00002 | 3. EFFECTIVE DATE<br>05/11/2010 | 4. REQUISITION/PURCHASE REQ. NO.<br>RNCP-10-00029 | 5. PROJECT NO. (If applicable) |
|---|---------------------------------|---|--------------------------------|

|  |                         |   |                         |
|--|-------------------------|---|-------------------------|
| 6. ISSUED BY<br>U.S. Dept. of Homeland Security<br>Office of Procurement Operations<br>NPPD Acquisition Division<br>245 Murray Lane, SW<br>Building 410<br>Washington DC 20528 | CODE<br>DHS/OPO/NPPD/IP | 7. ADMINISTERED BY (If other than Item 6)<br>U.S. Dept. of Homeland Security<br>Office of Procurement Operations<br>NPPD Acquisition Division<br>245 Murray Lane, SW<br>Building 410<br>Washington DC 20528 | CODE<br>DHS/OPO/NPPD/IP |
|--|-------------------------|---|-------------------------|

|  |               |   |  |
|--|---------------|---|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>GENERAL DYNAMICS ONE SOURCE LLC<br>3211 JERMANTOWN ROAD<br>FAIRFAX VA 220302844 | (x)           | 9A. AMENDMENT OF SOLICITATION NO.   | 9B. DATED (SEE ITEM 11)                |
|  |               | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>HSHQDC-06-D-00024<br>HSHQDC-10-J-00015 | 10B. DATED (SEE ITEM 13)<br>11/10/2009 |
| CODE 6103202150000   | FACILITY CODE | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                         |  |

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (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:  |
|           | D. OTHER (Specify type of modification and authority)   |
| X         | FAR 52.217-9, Option to Extend the Term of the Contract   |

**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

IP/CPIMD

TAS: 7010/110565

The purpose of this modification is to:

1. Correct the total award amount. The total award amount is hereby changed from

(b)(4)

2. Exercise Option Period 1 (CLINs 1001 and 1100) from 05/11/2010-06/10/2010.

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)<br>Cynthia F. Brown |
| 15B. CONTRACTOR/OFFEROR                           | 16B. UNITED STATES OF AMERICA  |
| 15C. DATE SIGNED                                  | 16C. DATE SIGNED   |
| _____<br>(Signature of person authorized to sign) | _____<br>(Signature of Contracting Officer)                                    |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSHQDC-06-D-00024/HSHQDC-10-J-00015/P00002

PAGE OF  
 2 3

NAME OF OFFEROR OR CONTRACTOR  
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F)   |
|-----------------|---|-----------------|-------------|-------------------|---|
|                 | This modification is hereby increased by<br><div style="border: 1px solid black; width: 400px; height: 20px; margin: 5px auto; text-align: center;">(b)(4)</div><br>DO/DPAS Rating: NONE<br>Discount Terms:<br>Net 30<br>Delivery Location Code: DHS<br>Department of Homeland Security<br>245 Murray Lane<br>Bldg. 410<br>Washington DC 20528  |                 |             |                   |   |
| 1001            | Option Period 1 (1 Month Period of Performance)<br>(O&M)<br>Labor Hours<br><div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto; text-align: center;">(b)(4)</div> Product/Service Code: D399<br>Product/Service Description: OTHER ADP &<br>TELECOMMUNICATIONS SERVICES   |                 | MO          |                   | <div style="border: 1px solid black; width: 300px; height: 250px; margin: auto; text-align: center;">(b)(4)</div> |
|                 | Accounting Info:<br>300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00<br>GE-OE-25-76 CP9010<br>Funded: <div style="border: 1px solid black; width: 60px; height: 20px; display: inline-block; text-align: center;">(b)(4)</div><br>Accounting Info:<br>300MPAD 000 L0 0303-08-000 90-04-0000-00-00-00-00<br>GE-OE-25-76 CP0029<br>Funded: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block; text-align: center;">(b)(4)</div> |                 |             |                   |   |
| 1100            | Change Item 1100 to read as follows (amount shown<br>is the obligated amount):<br>Option Period 1<br>Other Direct Cost<br>IAW SOW: Section 6<br>Not-to-Exceed <div style="border: 1px solid black; width: 80px; height: 20px; display: inline-block; text-align: center;">(b)(4)</div><br>Product/Service Code: D399<br>Product/Service Description: OTHER ADP &<br>TELECOMMUNICATIONS SERVICES   |                 | MO          |                   |   |
|                 | Accounting Info:<br>300MPAD 000 L0 0303-08-000 90-04-0000-00-00-00-00<br>GE-OE-25-76 CP0029<br>Continued ...  |                 |             |                   |   |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSHQDC-06-D-00024/HSHQDC-10-J-00015/P00002

PAGE OF

3

3

NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Funded: (b)(4)</p> <p>Technical POC and COTR: Greg McShane;<br/>(b)(6)</p> <p>Regarding this modification, contact Michelle Marantz, Contract Specialist, at<br/>(b)(6)</p> <p>All other terms and conditions remain unchanged.</p> |                 |             |                   |               |

|  |                                 |   |                                |
|--|---------------------------------|---|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                 | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1 2           |
| 2. AMENDMENT/MODIFICATION NO.<br>P00003  | 3. EFFECTIVE DATE<br>06/11/2010 | 4. REQUISITION/PURCHASE REQ. NO.<br>RNCP-10-00039   | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>U.S. Dept. of Homeland Security<br>Office of Procurement Operations<br>NPPD Acquisition Division<br>245 Murray Lane, SW<br>Building 410<br>Washington DC 20528 | CODE<br>DHS/OPO/NPPD/IP         | 7. ADMINISTERED BY (If other than Item 6)<br>U.S. Dept. of Homeland Security<br>Office of Procurement Operations<br>NPPD Acquisition Division<br>245 Murray Lane, SW<br>Building 410<br>Washington DC 20528 | CODE<br>DHS/OPO/NPPD/IP        |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>GENERAL DYNAMICS ONE SOURCE LLC<br>3211 JERMANTOWN ROAD<br>FAIRFAX VA 220302844                 |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.   |                                |
| CODE 6103202150000 FACILITY CODE   |                                 | 9B. DATED (SEE ITEM 11)   |                                |
|  |                                 | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>HSHQDC-06-D-00024<br>HSHQDC-10-J-00015   |                                |
|  |                                 | 10B. DATED (SEE ITEM 13)<br>11/10/2009  |                                |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (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). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X         | D. OTHER (Specify type of modification and authority)<br>FAR 52.217-9, Option to Extend the Term of the Contract  |

**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  
CPIMD/NICC/INSight Project  
TAS: 7010/110565

The purpose of this modification is to:

Exercise Option Period 2 (CLINs 2001 and 2100) from 06/11/2010-07/10/2010.

This modification is hereby increased by (b)(4)

DO/DPAS Rating: NONE

Discount Terms:

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)<br>Cynthia F. Brown |
| 15B. CONTRACTOR/OFFEROR<br><br><i>(Signature of person authorized to sign)</i> | 16B. UNITED STATES OF AMERICA<br><br><i>(Signature of Contracting Officer)</i> |
| 15C. DATE SIGNED   | 16C. DATE SIGNED   |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSHQDC-06-D-00024/HSHQDC-10-J-00015/P00003

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Net 30</p> <p>Delivery Location Code: DHS<br/>                     Department of Homeland Security<br/>                     245 Murray Lane<br/>                     Bldg. 410<br/>                     Washington DC 20528</p> <p>FOB: Destination<br/>                     Period of Performance: 06/11/2010 to 07/10/2010</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p>   |                 |             |                   |               |
| 2001            | <p>Option Period 2 (1 Month Period of Performance) (O&amp;M)</p> <p>Labour Hours</p> <p>(b)(4)</p> <p>Accounting Info:<br/>                     300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00-00<br/>                     GE-OE-25-76 CP9010<br/>                     Funded: (b)(4)</p> <p>Accounting Info:<br/>                     300MPAD 000 LO 0303-08-000 90-04-0000-00-00-00-00-00<br/>                     GE-OE-25-76 CP0039<br/>                     Funded (b)(4)</p> <p>Change Item 2100 to read as follows (amount shown is the obligated amount):</p>   |                 | MO          |                   | (b)(4)        |
| 2100            | <p>Option Period 2</p> <p>Other Direct Cost</p> <p>IAW SOW: Section 6</p> <p>Not-to-Exceed (b)(4)</p> <p>Accounting Info:<br/>                     300MPAD 000 K9 0303-08-001 90-04-0003-00-00-00-00-00<br/>                     GE-OE-25-76 CP9010<br/>                     Funded: (b)(4)</p> <p>Accounting Info:<br/>                     300MPAD 000 LO 0303-08-000 90-04-0000-00-00-00-00-00<br/>                     GE-OE-25-76 CP0039<br/>                     Funded: (b)(4)</p> <p>(b)(6)</p> <p>Regarding this modification, contact Michelle Marantz, Contract Specialist, at (b)(6)</p> <p>All other terms and conditions remain unchanged.</p> |                 | MO          |                   |               |