ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: 09/28/2006

2. CONTRACT NO. (If any): HSHQDC-06-J-00433

3. ORDER NO.: HSHQDC-06-J-00433

4. REQUISITION/REFERENCE NO.: RUI-06-00616

5. ISSUING OFFICE (Address correspondence to):
Department of Homeland Security
Office of Procurement Ops. (ITAC)
245 Murray Drive
Bldg. 410
Washington DC 20528

6. SHIP TO:

a. NAME OF CONSIGNEE:

b. STREET ADDRESS:
245 Murray Lane
Bldg. 410

Department of Homeland Security

10. REQUISITIONING OFFICE
Department of Homeland Security

11. BUSINESS CLASSIFICATION (Check appropriate box(es)):

a. SMALL    b. OTHER THAN SMALL

c. DISADVANTAGED   d. WOMEN-OWNED

12. F.O.B. POINT:

Destination

13. PLACE OF:

a. INSPECTION:

b. ACCEPTANCE:

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date):

16. DISCOUNT TERMS:

Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)  SUPPLIES OR SERVICES (b)  QUANTITY ORDERED (c)  UNIT (d)  PRICE (e)  AMOUNT (f)  QUANTITY ACCEPTED (g)

GSA Contract #: GS-35P-4461G
Tax ID Number: 20018
DUNS Number: 004625328
The purpose of this Blanket Purchase Agreement Call is to acquire contractor support for Enterprise Architecture (EA) Continued...

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

21. MAIL INVOICE TO:

a. NAME:
Department of Homeland Security

$159,639.72

b. STREET ADDRESS:
CFO-DOB, Room 3621
245 Murray Lane, SW, BLDG 410

c. CITY:
Washington

d. STATE:
DC

e. ZIP CODE:
20528

22. UNITED STATES OF AMERICA

23. NAME (Typed):
Holly Donawa
TITLE: CONTRACTING/ORDERING OFFICER

17(b) TOTAL (Cont. pages)

17(b) GRAND TOTAL

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2000)
Prepared by GSA/FAR (4 CPR 121.90)
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**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

**DATE OF ORDER:** 09/28/2006  **ORDER NO.:** HSHQDC-06-J-00433

**CONTRACT NO.:** HSHQPA-05-A-00018

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**Period of Performance:** 05/28/2008 to 03/27/2009

The total amount of award: $159,639.72. The obligation for this award is shown in box 17(i).
September 11, 2006

TO: PROSPECTIVE OFFEROR:

SUBJECT: Request for Quote (RFQ) under GSA Federal Supply Schedule #70

Enclosed you will find the Statement of Work and supporting documentation that outlines the requirement for the Department of Homeland Security, Enterprise Architecture support for the Disaster Management Initiative.

Anticipated period of performance will be from date of award through ten (10) months with two (2) ten (10)-month option periods.

Questions regarding this requirement must be submitted via email at the below address no later than 11:00 a.m. on Tuesday, September 12, 2006. No questions will be received after the due date.

You are required to submit a cost proposal based on the terms and rates contained in the negotiated EA BPA Schedule along with appropriate skill mix according to the SOW. Proposals must be received via email to the below address NO LATER THAN 4:00 P.M. EST. on Friday, September 15, 2006.

Award will be based on a Firm-Fixed-Price basis. However, the Government reserves the right to negotiate and award the type of contract that is determined to be most appropriate.

**QUOTATION INFORMATION**

The award process under the GSA Schedule/EA BPA is intended to be streamlined and the evaluation of the pricing simplified. The prime contractor is required to provide accurate and verifiable subcontracting pricing with the initial price submission. If the prime contractor fails to provide the required data or if the data cannot be verified to the satisfaction of the Government, then the prime contractor’s quotation will not be considered a “best value”.

**Technical Submission:**

Submit a technical section addressing the technical approach and methodology for performing the attached Statement of Work. See Section 11 “Evaluation of Quotation”.

**Cost/Price Proposal:**

The pricing shall be based on discounted EA BPA Schedule prices, and shall consider the services described in the SOW. See Section 11 “Evaluation of Quotation”

- All discounts must be clearly stated and addressed
- All expenses related to the quote cost and documents preparation will be the sole responsibility of the offeror.
**Basis for Award**

The Government intends to award one (1) task order to the Contractor whose quotation is most advantageous to the Government. Accordingly, award will be made to the responsible and technically acceptable Offeror whose quotation provides the greatest overall benefit to the Government. Highly rated technical quotations with unreasonably high pricing, or with negligible or no discounts, may be removed from further consideration during the integrated assessment.

All correspondence (questions/quotes) shall be submitted to me at the following address:

**Holly.Donawa@dhs.gov**

If you have any questions regarding this requirement, please contact the undersigned on (202) 447-5566.

Sincerely,
Holly N. Donawa
DHS, Contracting Officer
Office of Procurement Operations/ITAC

Attachment(s):

(A) Statement of Work
Ms. Donawa,

Attached, please find SAIC's revised proposal for the subject RFQ. Please feel free to contact me with any questions.

Thank you for your consideration.

Operations Contracts Manager
Enterprise Services Business Unit

SAIC
6565 Arlington Blvd.
Falls Church, VA 22042
1.0 Introduction

The Department of Homeland Security (DHS) Office of the Chief Information Officer (OCIO) is using a portfolio management approach as a way to help transform the enterprise into a cohesive, effective organization that comprehensively addresses the DHS mission. Events of the last year have highlighted how Disaster Management, as a portfolio, remains especially critical to the success of DHS in preparing for, mitigating, responding to, and repairing the effects of natural or man-made disasters. In a time of scarce resources, a well-defined, well-managed Disaster Management Portfolio can help reduce duplication of investment, freeing up valuable resources to invest in mission-specific needs that are now not being met, encourage interoperability, and promote the paramount goal of information sharing.

SAIC believes that portfolio management provides the bridge between the Homeland Security (HLS) enterprise architecture (EA) and the DHS investment and budgeting processes. As this bridge, portfolio management becomes the crucial tool for enhancing and implementing the EA. By focusing on all of the activities needed to prepare for, mitigate, respond to, and repair the effects of natural or man-made disasters, DHS can more quickly identify the current state of disaster management capabilities in the department, focus and reach consensus on the vision for disaster management, and define an actionable portfolio transition plan for reaching that vision through appropriate investment.

Why SAIC?
2.0 Proposed Approach

The SAIC approach in continuing to build out and refine the HLS EA has been to focus on segments of the DHS enterprise, or portfolios, to further define business capabilities, business processes, and the target vision for those segments. The development of a Disaster Management Portfolio EA is consistent with this approach. SAIC recommends a solution that results in an actionable architecture for the DHS Disaster Management Portfolio that will enable, guide, and inform the government’s selection of an enterprise-wide solution. This approach will require the use of facilitated sessions early in the period of performance to engage and collaborate with mission stakeholders to identify goals, objectives, strategies, business functions, and information requirements.

Because the focus of this effort is business transformation of the Disaster Management enterprise, our approach underscores this focus—use EA as a management tool to help understand the business, realign and redesign business processes, manage the change, and position the necessary technical infrastructure to support the Disaster Management Portfolio. We base our approach on business management’s “ownership” of the information in the EA repository. As a result, the Disaster Management EA must reflect the business view of the world, use the terminology of the business, and be easily accessible by the business. The EA program brings all factions and component pieces together to facilitate consensus on direction and approaches, and to establish relationships among component parts to reach consensus on a consistent depiction of Disaster Management as a portfolio. Business executives, managers, and analysts must be able to access the reference information in a form that is usable and valuable to them.

In future phases of this effort, SAIC will focus more on implementation of the architecture, independent verification and validation activities, and maintenance and continuous improvement activities.

Task 1: Use of the HLS EA to support Disaster Management mission and business transformation

SAIC’s approach to maturing and evolving the Disaster Management Portfolio is to start with the HLS EA as a framework to support the transformation of mission processes. SAIC will use this approach to develop the EA for the Disaster Management Portfolio. In following this approach, the SAIC Team will leverage the existing work on the HLS EA as a starting point for building out the disaster management segment of the HLS EA.
The SAIC Team recognizes that leveraging the HLS EA to effect meaningful transformation in DHS requires ongoing, active engagement by the DHS OCIO and the contractor team with DHS leadership, mission stakeholders, and business owners, as well as the DHS IT community. We also realize that the most effective consulting and liaison support occurs when we develop and maintain long-term relationships in the business community, working collaboratively as part of the Disaster Management Portfolio team to demonstrate the value that the EA can deliver to their mission needs.
The deliverables to be produced in Task 1 are described below:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Date Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HLS EA versions and refinements (including As-Is and To-Be models and information, Technical Reference Model and standards profile, and transition plan documentation)</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>2</td>
<td>EA framework documentation</td>
<td>N/A. The SAIC team will leverage the framework developed under the HLS EA Program</td>
</tr>
<tr>
<td>3</td>
<td>EA repository</td>
<td>The SAIC team will coordinate with the HLS EA team to develop a Disaster Management Portfolio View in the HLS EA Repository</td>
</tr>
<tr>
<td>4</td>
<td>Update configuration (providing the review of and development of current standards and proposed recommendations)</td>
<td>The SAIC team will coordinate with the HLS EA team to update the Disaster Management configuration in the HLS EA repository</td>
</tr>
<tr>
<td>5</td>
<td>Documentation related to solution architectures or refinements to the EA</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>6</td>
<td>Solution transition strategies and plans</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>7</td>
<td>Strategic assessments and analyses</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>8</td>
<td>EA impact analyses</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>9</td>
<td>Communications and training materials</td>
<td>The SAIC team will leverage communications and training materials under the HLS EA program</td>
</tr>
<tr>
<td>10</td>
<td>Analyses related to the implementation of EA toolsets</td>
<td>N/A. The SAIC team will leverage the toolset implemented under the HLS EA program</td>
</tr>
<tr>
<td>11</td>
<td>Models related to strategic or EA analyses</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>12</td>
<td>Documentation related to communications and outreach</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
</tbody>
</table>

Deliverables for Task 1 - Use the HLS EA to support disaster management mission and business transformation

Task 2: Maintain and improve HLS EA governance and oversight in the Disaster Management Portfolio

Governance policies and procedures for managing the Disaster Management Portfolio—SAIC has helped DHS to incorporate EA within DHS governance processes successfully, including DHS CPIC process and the budget submission oversight process. SAIC will support DHS in enhancing its governance processes to support the Disaster Management Portfolio by developing and recommending policies and procedures that focus specifically on the management of portfolios of investments. These policies and procedures will be specifically designed to integrate and leverage existing processes, rather than creating additional processes, and will focus on considering investments related to disaster management as a group of investments, rather than as a series of single investments.
The deliverables for Task 2 are:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Date Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Decision Request reviews and decision recommendations</td>
<td>As mutually agreed and documented in the Project Plan</td>
</tr>
<tr>
<td>2</td>
<td>Documentation related to COE initiative coordination and future DR guidance</td>
<td>SAIC recommends leveraging existing EA COE related documentation developed and maintained by the EA Program Office</td>
</tr>
<tr>
<td>3</td>
<td>Knowledge repository and/or content to support an EA community of practice</td>
<td>The SAIC Team will coordinate with the HLS EA team to integrate the Disaster Management content in the HLS EA repository</td>
</tr>
<tr>
<td>4</td>
<td>Documentation related to the DHS budget development process in support of EA target achievement (e.g., Exhibits 300 and 59)</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>5</td>
<td>Documentation related to the recommendation and analyses of capital plans in support of EAB and EA COE</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>6</td>
<td>CIO-level process model</td>
<td>As mutually agreed and documented in the project plan, SAIC recommends documenting the Disaster Management processes and approach</td>
</tr>
<tr>
<td>7</td>
<td>EA scorecard</td>
<td>Recommend changing to Disaster Management Scorecard</td>
</tr>
<tr>
<td>8</td>
<td>Recommendation, analyses, and documentation related to EA governance and related processes, procedures, policies, roles and responsibilities, and administrative functions</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
</tbody>
</table>
Deliverables for Task 2: Maintain and improve EA governance and oversight in the Disaster Management Portfolio

Task 3: Support execution of the DHS EA program for the Disaster Management Portfolio

(b)(4)
Execute and integrate supporting management processes

Integrated management processes are critical to ensuring the effective coordination of the DHS Disaster Management Initiative EA program.

SAIC will provide a draft project plan within 2 weeks of contract award, finalize the plan, and then maintain it over the course of the contract. The project plan not only includes the technical work to be performed, but also those aspects related to the management of the program (e.g., progress and financial reports).
Respond to Oversight and Stakeholder Requests and Requirements

A large portion of the responsibilities of the EA program and program management office is to respond to oversight and stakeholder requests for information and to provide informational services to EA program customers. These stakeholders include OMB, GAO, DHS, or other federal government agencies, and state, local, and tribal governments. The SAIC Team will support these efforts by tracking incoming requests, developing and delivering briefings, providing status reports for the program, maintaining information on DHSInteractive, and maintaining the disaster management elements of the DHS EA repository. SAIC will produce request tracking reports that detail the requestor, date of request, expected and actual request completion dates, and request resolution.

The deliverables for Task 3 are:

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<th>Deliverable</th>
<th>Description</th>
<th>Date Due</th>
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<td>1</td>
<td>Progress report</td>
<td>Within 5 business days of the start of each month</td>
</tr>
<tr>
<td>2</td>
<td>Financial analysis status report (to include actual cost to date, estimate complete, estimate at completion, estimated date of fund exhaustion, and earned value metrics, as appropriate)</td>
<td>Within 5 business days of the start of each month</td>
</tr>
<tr>
<td>3</td>
<td>Project Plan; updates and revisions as requested</td>
<td>Draft: within 2 weeks after award; Final: as mutually agreed to by both parties in writing; Updates and revisions: as mutually agreed to by both parties in writing</td>
</tr>
<tr>
<td>4</td>
<td>Documentation related to EA project plans, schedules, reports, briefings, and communications</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>5</td>
<td>DHS EA program documentation (to include documentation related to the selection, control, and evaluation of transition projects; the execution and integration of supporting management processes; and responses to oversight and stakeholder requests and requirements)</td>
<td>TBD with submission and approval of Project Plan</td>
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Deliverables for Task 3 - Support execution of the DHS EA program for Disaster Management
Revised SAIC Cost Proposal for

Department of Homeland Security (DHS) Disaster Management Initiative
Enterprise Architecture (EA) Program Support

in response to:


Provided to:
Ms. Holly N. Donawa
DHS Contracting Officer
DHS Office of Procurement Operations/ITA
245 Murray Lane SW, Bldg. 410
Washington, DC 20525

Submitted Electronically September 25, 2006
Explanation of Pricing / Assumptions

1. **Validity Period**—SAIC's proposal is valid for 90 days from the date of submission.

2. **Period of Performance**—SAIC's quotation is based upon DHS's Statement of Work (SOW), dated September 1, 2006. Per the SOW, SAIC's Proposal contemplates a base contract period extending for ten (10) months from the date of award and two (2) consecutive 10-month option periods.

3. **Contract Type**—In accordance with the clarification issued by DHS on September 18, 2006, SAIC's Proposal is predicated upon an award of a Fixed Price Level of Effort contract pursuant to SAIC's Blanket Purchase Agreement No. HSHQPA-06-A-00018 with DHS (hereinafter, “the BPA”), issued under SAIC's GSA IT Schedule Contract No. GS-35F-4461G. SAIC's attached pricing spreadsheets describe the labor categories and corresponding levels of effort (number of hours) that SAIC is proposing.

4. **Labor Category Rates and Inherent Discounts**—SAIC has proposed labor categories contained in the BPA and rates applicable to BPA Option Year 2.

5. **Commerciality**—SAIC's Federal Supply Schedule Contract No. GS-35F-4461G is based upon established commercial market prices and therefore categorically exempt from Cost Accounting Standards (CAS) and the requirements of the Truth In Negotiation Act (TINA). Any resultant award shall be considered an acquisition of commercial items in accordance with FAR Part 12.

6. **Applicable Terms**—The Terms and Conditions of any award pursuant to this Proposal shall be in accordance with the BPA and its Schedule Contract. For additional information, please refer to SAIC's GSA Schedule Internet site at [http://www.saic-gsa.com](http://www.saic-gsa.com).

7. **Proposal Incorporation**—Issuance of an order is deemed acceptance of SAIC’s proposal and incorporation of SAIC’s terms and conditions into said order.

8. **Invoicing**—SAIC requires that payment terms be NET 30 from the date of receipt of an acceptable invoice by the Government. Should the invoice not meet the acceptance criteria of the Government, the Government shall have 5 business days to request a revised invoice. Should the Government waive its right to request a revised invoice within the specified time period, the invoice shall be deemed acceptable automatically. Specific invoicing instructions shall be determined on a task-by-task basis.

9. **Travel & Other Direct Costs (ODCs)**—SAIC shall burden all travel costs and other direct costs with G&A. Costs classified as Other Direct Costs are costs other than direct labor, direct materials, and subcontracts which can be readily identified with the specific contract or allocated to a specific contract on a representative basis (i.e., usage or a similar measure of cause and benefit). Such costs typically include vehicle rentals and related expenses, purchased temporary help, office or laboratory rearrangements and
facility costs, telephone calls, postage, freight or messenger service, reproduction and
graphic services, equipment rentals, employee travel (transportation, lodging, meals, and
related expenses), consultant/professional fees and expenses, Category “A” service
center allocations, and special insurance.

11. Direct Materials—Direct Materials are raw materials, purchased parts or assemblies,
subcontracted items and transfers from inventory accounts that are required to
manufacture and or assemble completed items required by the contract statement of
work and material additions such as attrition, scrap, or alterations.

12. Payment—SAIC's referenced GSA Schedule Contract terms provide for payment by
Electronic Funds Transfer (EFT) through the Treasury Financial Communications
System. The following information is provided:

13. Confidentiality—SAIC's proposal contains information and data that is privileged and/or
confidential to SAIC. This information and data is not made available for public review,
and is submitted voluntarily to the Government only in response to a specific request.
The information contained herein is protected by the Trade Secrets Act, as codified, and
any improper use, distribution, or reproduction is specifically prohibited. No license of
any kind whatsoever is granted to any third party to use the information contained
herein unless written agreement exists between SAIC and the third party who desires
access to the information. The information contained herein is submitted to the
Government for purposes of review and evaluation in connection with SAIC's response
to the Government request. No other use of the information and data contained herein
is permitted without the express written permission of SAIC. Under no condition should the information contained herein be provided in any matter whatsoever to any third party without first receiving the express written permission of SAIC.

15. **Section 508 Compliance**—SAIC looks forward to working with DHS to ensure that all electronic and information technology (EIT) procured under the resultant contract meets the applicable Accessibility Standards of 36 CFR 1194. However, in order for SAIC to develop and cost a technical approach that is responsive to the Section 508 requirements of the RFQ, SAIC must be advised of the Client’s compliance strategy, as provided for under the Rehabilitation Act (29 USC § 794d) and FAR Final Rule (48 CFR Parts 7, 10, 11, 12, and 39):

- selection of applicable Accessibility Standards,
- selection of technologies to be used based upon the requiring activity's market research,
- listing of interoperability requirements (if applicable)

Upon receipt of DHS’s Section 508 compliance strategy for this procurement, SAIC will review the accessibility requirements and provide DHS with the additional requirements as an addendum to the proposal.

16. **Subcontractors**—SAIC reserves the right to employ subcontractors as required to perform any task proposed. All subcontractor, temporary and consultant hours will be invoiced at the BPA rates proposed.

17. **Assumptions**—Please note the following assumptions on which this proposal and pricing are based:

- DHS will provide access to all Government Furnished Information (GFI) and Government Furnished Equipment (GFE) contemplated by the Statement of Work promptly at the start of the Period of Performance. Contractor shall not be for delays on the part of DHS.

- Any requests for additional support (beyond the specifics described in the SOW) that are made by DHS will be considered a change in scope for this engagement and will be handled accordingly.

- Resumes of key personnel provided in this proposal assume a project start date of 02 October, 2006 or before. If the actual start date is different, proposed individuals may not be available. In this event, SAIC will work with DHS to identify alternative personnel with appropriate skills and background.

- DHS will review and approve documents within ten (10) business days. If no formal approval or rejection is received by SAIC within that time, the deliverable will be deemed accepted by DHS. SAIC’s proposal contemplates a single review cycle, provided that DHS’s initial edits and revisions are incorporated.

- Office space, telephones, and access to the open Internet will be made available to SAIC staff at the designated DHS work location(s).

18. **Organizational Conflicts of Interest (OCI)**—SAIC is not aware of any actual or potential conflict of interest with respect to its participation in this procurement. Notwithstanding the foregoing, SAIC’s proposal assumes that, if SAIC or DHS subsequently determines that an actual or potential OCI exists, the concerned party shall
promptly notify the other and SAIC shall have the opportunity to propose a task-specific OCI mitigation plan to alleviate the conflict.
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<th>2006 Rates</th>
<th>2007 Rates</th>
<th>Total</th>
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</thead>
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<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
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<td>CONTR</td>
<td>Program Manager</td>
<td>(8)</td>
<td>(9)</td>
<td>(10)</td>
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<tr>
<td>CONTR</td>
<td>Project Control Specialist</td>
<td>(11)</td>
<td>(12)</td>
<td>(13)</td>
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<tr>
<td>CONTR</td>
<td>Information Engineer II</td>
<td>(14)</td>
<td>(15)</td>
<td>(16)</td>
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<tr>
<td>Total</td>
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<td></td>
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</tr>
</tbody>
</table>

**Option Pl. 1**

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<th>Site</th>
<th>Labor Category</th>
<th>2006 Rates</th>
<th>2007 Rates</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTR</td>
<td>Sr. Enterprise Consultant</td>
<td>(17)</td>
<td>(18)</td>
<td>(19)</td>
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<td>CONTR</td>
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<td>(20)</td>
<td>(21)</td>
<td>(22)</td>
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<tr>
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<td>(23)</td>
<td>(24)</td>
<td>(25)</td>
</tr>
<tr>
<td>CONTR</td>
<td>Information Engineer II</td>
<td>(26)</td>
<td>(27)</td>
<td>(28)</td>
</tr>
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<td></td>
<td></td>
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**Option Pl. 2**
POP: Jun 1, 2008 - Mar 31, 2009

<table>
<thead>
<tr>
<th>Site</th>
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<th>2007 Rates</th>
<th>Total</th>
</tr>
</thead>
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<td>(30)</td>
<td>(31)</td>
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<td>(34)</td>
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<td>(37)</td>
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<td>CONTR</td>
<td>Information Engineer II</td>
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<td>(40)</td>
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<tr>
<td>Total</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Use or disclosure of the information on this page is subject to the restriction on the cover page of this proposal.
Department of Homeland Security (DHS)
Office of Chief Information Officer (OCIO)
Disaster Management Initiative -
Enterprise Architecture (EA) Program Support
1. BACKGROUND AND OVERVIEW

1.1. Background

The creation of the Department of Homeland Security (DHS) involves a massive transformation of the U.S. government consolidating and integrating the operations of twenty-two (22) previously separate domestic agencies into one department to protect the nation against threats to the homeland. The DHS Office of the Chief Information Officer (OCIO) is responsible for supporting this transformation through the planning and implementation of technology and technical infrastructure. The DHS OCIO recognizes that integrating its diverse technical environment to support and enhance the DHS mission requires a focus on strategic enterprise planning, budget control and policy definition and management. Developing these elements is the responsibility of the Director of Enterprise Applications Delivery (“Director”).

1.2 Overview & Objective

1.2.1 Overview - This Contract describes the activities required to successfully support the execution of the DHS EA Program Plan within the confines of its Disaster Management Portfolio. The major thrusts within the DHS EA program going forward are to a) use the EA as a tool to guide mission/business transformation within DHS, b) use the EA in portfolio management and to guide the investment decision process and c) to maintain and update the HLS EA in compliance with Office of Management & Budget (OMB) guidance. The scope of stakeholders to be engaged through these efforts includes but is not limited to DHS Organizational Elements, the Intelligence Community, other federal, state and local agencies and private industry.

1.2.2 Objective - The intent and purpose of this statement of work is to support DHS in its efforts to develop and implement a comprehensive and integrated Homeland Security (HLS) Enterprise Architecture (EA) within the confines of its Disaster Management Portfolio. The DHS EA program provides facilitation services to all mission and business area stakeholders to define their current mission/business functions and the future state (target) mission/business functions. Additionally the EA program provides a framework and analyses used for business process reengineering.

2.0 SCOPE

The DHS EA Program activities focus on the necessary support for further development, maintenance, and use of the HLS EA within the confines of the Disaster Management Portfolio.

3.0 ACTIVITIES

The Contractor shall provide the level of professional and technical support as needed to effectively accomplish the activities described below. These activities are focused into three (3) major areas:

3.1 Use of the HLS EA to support Disaster Management mission and business transformation – The HLS EA provides a unique framework with high potential value to enable the HLS mission and business transformation. This value can only be
achieved by directly engaging Mission and Business Stakeholders (OE business owners, their project managers, transformational portfolio managers, and system development organizations), Solutions Engineering Center of Excellence (SECOE), Metadata Center of Excellence (MCOE) to influence transformation of the DHS enterprise.

3.1.1 The activities to be performed for this area include: Engage and collaborate with Mission Stakeholders (to include DHS OE, State, Local, Tribal, International, and Private/Commercial stakeholders) through facilitated sessions to identify their mission goals, objectives, strategies, business functions and information requirements.

A. This involves using the EA as a framework to actualize the transformation of mission processes as well as supporting functions needed from the departmental Lines of Business (LOB) Chiefs. The primary techniques used here are active engagement with the organizational elements and major programs to identify their mission goals, objectives and functions and then work hand-in-hand with them to recommend, and implement appropriate solutions in support of the DHS’ Disaster Management mission and Portfolio.

3.1.2 Additional activities include; assisting in the recommendation of solutions that guide the consolidation and enhancement of existing capabilities and infrastructure, and the inclusion of those solutions into the EA. Providing program management, program integration and project management services to effectively implement the DHS EA.

A. While the IT is a component of this the main thrust remains integration of mission/business processes.

3.2 Maintain and Improve HLS EA Governance and Oversight in the Disaster Management Portfolio – HLS EA Governance and oversight are critical to enable DHS Investment Management and Performance Management to work together synergistically with all DHS processes and to ensure that decisions made within DHS use a consistent enterprise-wide view and approach and are based on enterprise wide principles.

3.2.1 The activities to be performed for this area include: Develop an effective set of policies and procedures to guide departmental activities and integrate the EA into other enterprise management processes while measuring progress toward meeting DHS goals for Enterprise Transformation and Ensure Compliance with OMB guidance, specifically the Federal Enterprise Architecture (FEA) Reference Models, which are key drivers.

3.3 Support execution of the DHS EA Program for Disaster Management.

The activities to be performed in this area support the management of the overall DHS EA program for Disaster Management including its development and refreshment; the selection, control, and evaluation of transition projects; the execution and integration of supporting management processes; and the capability to respond to oversight and stakeholder requests and requirements.
4.0 PERIOD OF PERFORMANCE

The period of performance for this contract will be ten (10) months from the date of Award (Base Period), plus two (2) ten months Option Periods.

5.0 LOCATION OF PERFORMANCE, HOURS OF PERFORMANCE AND TRAVEL

5.1 Location of Performance

The majority of the work will take place within the Washington, D.C. Metropolitan Area on-site at a Government location. The Government location is located at 7th & D SW Washington, DC. Even then, as directed by the Contracting Officer (CO) some work maybe performed at the Contractor's facility.

5.2 Hours of Performance

The standard work day for the Contractor’s team shall be from 8:30 AM to 6:00 PM. Hours of performance outside the standard working day are expected to be minimized.

5.3 Travel

No local or incidental travel within the Washington, DC metropolitan area is anticipated at this time, such travel is considered un-reimbursable by the Government. Travel outside of the Washington, DC metropolitan area, if requested, must be approved by the CO, COTR or Director for reimbursement prior travel. The Contractor shall be reimbursed for actual travel costs only in accordance with the provisions and rates contained in the Federal Travel Regulation (FTR). The Contractor shall not be reimbursed for local transportation expenses between their place of residence and their place of work.

6.0 SECURITY CLEARANCE REQUIREMENTS:

The Minimum personnel security clearance level required for this effort is SECRET.

7.0 POINTS OF CONTACT

Director, Enterprise Business Management Office
Margie Graves
Phone: 202-772-5077
Email: Margie.Graves@dhs.gov

Contracting Officer’s Technical Representative (COTR)
Kimberley Branch
Phone: (202) 447-0349
Email: Kimberley.branch1@dhs.gov

Contracting Officer:
Holly Donawa
Phone: (202) 447-5566
8.0 Deliverables

Below is a listing of the Deliverables to be provided by the Contractor in support of this Contract.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Date Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task Area 3.1 Use the HLS EA to support Disaster Management mission and business transformation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>HLS EA Versions and refinements (including As-Is and To-Be models and information, Technical Reference Model and Standards Profile, and Transition Plan documentation)</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>2.</td>
<td>EA Framework documentation</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>3.</td>
<td>EA Repository</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>4.</td>
<td>Update configuration (providing the review of and development of current standards and proposed recommendations)</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>5.</td>
<td>Documentation related to Solution Architectures or refinements to the EA</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>6.</td>
<td>Solution Transition Strategies and Plans</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>7.</td>
<td>Strategic assessments and analyses</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>8.</td>
<td>EA impact analyses</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>9.</td>
<td>Communications and training materials</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>10.</td>
<td>Analyses related to the implementation of EA toolsets</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>11.</td>
<td>Models related to Strategic or EA analyses</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>12.</td>
<td>Documentation related to Communications and Outreach</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
</tbody>
</table>
### Task Area 3.2: Maintain and Improve EA Governance and Oversight in the Disaster Management Portfolio

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Decision Request reviews and decision recommendations</td>
<td>As mutually agreed and documented in the project plan</td>
</tr>
<tr>
<td>2</td>
<td>Documentation related to COE initiative coordination and future DR guidance</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>3</td>
<td>Knowledge repository and/or content to support an EA community of practice</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>4</td>
<td>Documentation related to the DHS budget development process in support of EA Target achievement (e.g. Exhibits 300 and 53)</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>5</td>
<td>Documentation related to the recommendation and analyses of capital plans in support of EAB and EA COE</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>6</td>
<td>CIO-level process model</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>7</td>
<td>EA Scorecard</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>8</td>
<td>Recommendation, analyses, and documentation related to EA governance and related processes, procedures, policies, roles and responsibilities, and administrative functions</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
</tbody>
</table>

### Task Area 3.3: Support execution of the DHS EA Program for Disaster Management

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Progress Report</td>
<td>Within five (5) business days of the start of each month.</td>
</tr>
<tr>
<td>2</td>
<td>Financial Analysis Status Report (to include actual cost to date, estimate to complete, estimate at completion, estimated date of fund exhaustion and Earned value metrics as appropriate)</td>
<td>Within five (5) business days of the start of each month.</td>
</tr>
<tr>
<td>3</td>
<td>Project Plan, - along with updates and revisions (as requested)</td>
<td>Draft: within two (2) weeks after award Final: As mutually agreed to by both parities in writing. Updates and revisions: As mutually agreed to by both parties in writing</td>
</tr>
<tr>
<td>4</td>
<td>Documentation related to EA Project Plans, Schedules, Reports, Briefings, and Communications</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
<tr>
<td>5</td>
<td>DHS EA program documentation (to include documentation related to the selection, control, and evaluation of transition projects; the execution and integration of supporting management processes; and responses to oversight and stakeholder requests and requirements)</td>
<td>TBD with submission and approval of Project Plan</td>
</tr>
</tbody>
</table>
8.1 ACCEPTANCE CRITERIA

The Contractor shall deliver all products concurrently to the Director and COTR and CO. Electronic transmission shall be the primary delivery mechanism; however, hard copies will be provided as appropriate.

The COTR will notify the Contractor of deliverable acceptance or provide comments in writing within fourteen (14) Government workdays of receipt of a deliverable. If necessary, within ten (10) Government workdays, the Contractor shall resubmit the final deliverable to the Director, COTR, and CO.

9. OTHER REQUIREMENTS

9.1 SECTION 508

In accordance with FAR 39.203(b) (3) and (c) (2) for Electronic and Information Technology; Compliance with Section 508 of the Rehabilitation Act of 1973, and its 1988 Amendments, Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities and members of the public with disabilities seeking information or services from a federal agency, have comparable access to and use of information as employees and members of the public who have no disabilities, unless an undue burden would be imposed on the agency. By submitting a bid or offer in response to this SOW, the Contractor makes an affirmative statement that the product or services to be provided are in compliance with the Electronic and Information Technology Accessibility Standards (36 CFR 1194).

9.2 Quality Assurance

The Contractor shall ensure overall quality of work performed. All support and related activities performed under this Contract will be planned, controlled, and documented as required by existing regulations and guidelines.

9.3 End of Contract

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

9.4 Type of Contract

The contract type for this contract will be Firm-Fixed Price (FFP).

10. GOVERNMENT FURNISHED EQUIPMENT (GFE)/GOVERNMENT FURNISHED INFORMATION (GFI)/WORKSPACE: The Contractor is responsible for identifying any GFI and GFE required to perform the tasks in this Contract. Accordingly, the Government shall provide to the Contractor the following GFI/GFE following the award of this contract.
10.1 **Government Furnished Information (GFI)** - The Government recognizes that the Contractor may require access to various documents or other GFI, in order to complete the work under this Contract successfully.

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DHS Policies and Procedures</td>
</tr>
<tr>
<td>2. DHS OCIO Policies and Procedures</td>
</tr>
<tr>
<td>3. Organizational Charts</td>
</tr>
<tr>
<td>4. Existing Enterprise Architecture Documentation</td>
</tr>
</tbody>
</table>

10.2 **Government Furnished Equipment (GFE)** - The Government will furnish the necessary equipment to ensure the Contractor has a sufficient means to perform the work as outlined in this SOW. GFE may include, but is not limited to, laptop or computer, telephones and blackberry. Access to this GFE and electronic mail and voice mail shall only be provided once the Contractor personnel pass any required background and security checks.

10.3 **Work Space** - The Government will provide the on-site work space needed for the Contractor to perform the work as outlined under this Contract. The Government may provide work space, on an as-available basis, while on trips to Government operated facilities for the purpose of data collection and analysis.

11. **EVALUATION OF QUOTATION**

The Government will evaluate the Offeror’s quotation based on the following criteria:

1. Technical Evaluation Criteria
   * Technical Approach

2. Price

The non-price technical evaluation criterion is more important than price. The Government will make a best value determination for award.

**Technical Approach**: The Offeror’s quotation will be evaluated to determine the extent to which it:

- Demonstrates a clear understanding of the requirements in the Statement of Work (SOW),
- Identifies the methodology and analytical techniques to be used to fulfill the technical requirements as described in the SOW,
- Provides a sound and logical approach to meeting the technical requirements identified in the SOW,
- Describes the Deliverables to be produced,
- Provides for a minimal disruption on client organizations.
**PRICE EVALUATION** – The Offeror’s proposed pricing will be evaluated against the Government’s estimated level of effort and considered for price fair and reasonableness.

**12. CLAUSES REQUIRED BY DHS ACQUISITION REGULATIONS**

**HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES [DEC 2003]**

(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. The security requirements include, but are not limited to, how the Department of Homeland Security’s sensitive information is to be handled and protected at the Contractor’s site, (including any information stored, processed, or transmitted using the Contractor’s computer systems), the background investigation and/or clearances required, and the facility security required. This requirement includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. 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).

(b) 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 a certification that all DHS information has been purged from any contractor-owned system used to process DHS information. Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(c) 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. The plan shall describe those parts of the contract to which this clause applies. The Contractor’s IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and the Government Information Security Reform Act of 2000, and the Federal Information Security Management Act of 2002. The plan shall meet IT security requirements in accordance with Federal policies and procedures that include, but are not limited

(d) Within 30 days after contract award, the contractor shall submit for approval an IT Security Plan. This plan shall be consistent with and further detail the approach contained in the offeror’s proposal or quote that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(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 be according to the criteria of the Homeland Security Information Technology Security program Publication, DHS MD 4300.Pub., Volume I, Policy Guide, Part A, Sensitive Systems, which is available from the Contracting Officer 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, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the approved accreditation documentation.

Qualifications Of Contractor Employees (HSAR 3052.237-70)(NOV 2004) (Deviation)

(a) “Sensitive Information” means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or
(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or
(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:
   (i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,
   (ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
(c) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(d) All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(e) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(f) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security. 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.


(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or
(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or
(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:
   (i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,
   (ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

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

(c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

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

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

(j) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

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

(l) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of the Office of Security and Department’s CIO or designee. In order for a waiver to be granted:

(i) 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.

(ii) All required security forms specified by the government and any necessary background check must be satisfactorily completed.

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

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

Contractor Personnel Screening For Unclassified Information Technology Access (3052.237-72)(DEC 2003)
(a) Contractor personnel requiring privileged access or limited risk assessment level. Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to DHS missions, as indicated in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (Initial Public Draft).

(b) The Contractor shall afford DHS, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DHS data or to the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

(c) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (DEc 2003)**

(a) Prohibitions.
Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.
“Inverted Domestic Corporation.” A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

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

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

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

“Person”, “domestic”, and “foreign” have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

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

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

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

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

(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

(i) warrants;
(ii) options;
(iii) contracts to acquire stock;
(iv) convertible debt instruments; and
(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure.

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

HSAR 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)
Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

HSAR 3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled “Insurance - Work on a Government Installation” [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker’s compensation and employer’s liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

HSAR 3052.237-72 CONTRACTOR PERSONNEL SCREENING FOR UNCLASSIFIED INFORMATION TECHNOLOGY ACCESS. (DEC 2003)

(a) Contractor personnel requiring privileged access or limited
risk assessment level. Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to DHS missions, as indicated in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (Initial Public Draft).

(b) The Contractor shall afford DHS, including the Office of Inspector General, access to the Contractor’s and subcontractors’ facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DHS data or to the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

(c) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

**HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

**CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (DEC 2003)**

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

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

**HSAR 3052.245-70 GOVERNMENT PROPERTY REPORTS (DEC 2003)**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS form 0700-05, Contractor Report of Government Property.
Modification

1. Option Period I is hereby exercised in the amount of $161,059.74 for the term of July 28, 2007 through May 27, 2008.

Continued ...
2. The term of the aforementioned task order is now twenty-four (24) months as the term for the Base Option Period is twelve (12) months.

3. The award value of the task order is hereby increased from $159,639.72 by $161,059.74 to $320,699.46.

4. All other terms and conditions unless modified herein remain in full force and effect.

Discount Terms:
- Net 30

FOB: Destination
- Period of Performance: 11/30/2005 to 05/27/2008

Change Item 0002 to read as follows (amount shown is the obligated amount):

<table>
<thead>
<tr>
<th>ITEM NO (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td>Option I</td>
<td></td>
<td></td>
<td></td>
<td>161,059.74</td>
</tr>
</tbody>
</table>

Product/Service Code: 9999
Product/Service Description: MISCELLANEOUS ITEMS

Period of Performance: 07/28/2007 to 05/27/2008
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
P0002 See Block 16C

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


8. NAME AND ADDRESS OF CONTRACTOR (Nrs., street, city, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (A)
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 9B. DATED (SEE ITEM 11)
10260 CAMPUS POINT DRIVE 10A. MODIFICATION OF CONTRACT/ORDER NO
MAIL STOP G2 HSHQPA-06-A-00018
SAN DIEGO CA 92121-1578 HSHQDC-06-J-00413

CODE 00462532800000 FACILITY CODE 10B. DATED (SEE ITEM 11) 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
10/25/2007

☐ 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 5 and 15, and returning copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.105(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

8. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GSA Contract #: GS-35F-4461G
Tax ID Number: 95-3630968
DUNS Number: 004625328

The purpose of this administrative modification is change the task order COTR from Diane Williams to Keith Trippie, 202-447-0386, keith.trippie@dhs.gov.

All other terms and conditions unless modified herein remain in full force and effect.
Period of Performance: 11/30/2005 to 05/27/2008

Except as provided herein, all terms and conditions of the document referenced in Items 8A or 10A, as hereafter changed, remains unchanged and is full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Irima L. Scott

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED 11/07/2007

(Signature of person authorized to sign) (Signature of Contracting Officer)

STANDARD FORM 30 (REV. 10-03)
Prepared by GSA
FAR (48 CFR) 53.243
Department of Homeland Security
Office of Procurement Operations (ITAC)
245 Murray Drive
Bldg. 410
Washington DC 20528

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
10280 CAMPUS POINT DRIVE
MAIL STOP 02
SAN DIEGO CA 921211578

CODE: C046253280000
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

10A. MODIFICATION OF CONTRACT/ORDER NO.

9B. DATED (SEE ITEM 11)

10B. DATED (SEE ITEM 13)

09/28/2006

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 extended. ☐ 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 6 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 number. 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 you value 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)

RWC70000-RWC-0F-99-03-00-000-02-05-0000-00-00-00-00-08-05-25-37-FY2007

Net Decrease: $3,165.61

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/OFFERS. 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(a).

X ☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

FAR 43.103(a)

☐ D. OTHER: (Specify type of modification and authority)

8. IMPORTANT: Contractor ☐ is not. ☒ are required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including additional/conflict subject matter where possible.)

GSA Contract #: GS-35F-44610
DUNS Number: 004625328

The purpose of this modification is to de-obligate funds and close out this task order. All work has been verified by the Government as completed, accepted, invoiced and paid. The Contractor's Release dated June 23, 2009 is in the file.

LIST OF CHANGES:

Total Amount for this Modification: $3,165.61
New Total Amount for this Version: $157,894.19
New Total Amount for this Award: $317,533.85
Obligated Amount for this Modification: $3,165.61
New Total Obligated Amount for this Award: $317,533.85

Continued...

56A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Imsa L. Scott

15C. DATE ISSUED

11/5/2010

STANDARD FORM 12 (REV 10-03)
Prepared by GSA
FAR (48 CFR) 35.205
**CONTINUATION SHEET**

**REFERENCE NO. OF DOCUMENT BEING CONTINUED**

H5H00A-04-A-00103/03-00033/D00001

**NAME OF OFFEROR OR CONTRACTOR**

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

<table>
<thead>
<tr>
<th>ITEM NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
</tr>
</tbody>
</table>

Buyer changed from Erik Stephenson to Irma L Scott

Program Manager changed from to Keith Trippie

Requisitioner changed from to Daniela Siliva - CTR

**CHANGES FOR LINE ITEM NUMBER: 2**

Total Amount changed from $161,059.74 to $157,894.13

Obligated Amount for this modification: -$3,165.61

**CHANGES FOR DELIVERY LOCATION: DHS**

Amount changed from $161,059.74 to $157,894.13

Days after award changed from 0 to 5

**CHANGES FOR ACCOUNTING CODE:**

RWC7000-RWC-WF-99-03-00-0000-02-00-0000-00-00-00-00


Amount changed from $161,059.74 to $157,894.13

Discount Terms: Net 30

Delivery Location Code: DHS

Department of Homeland Security

245 Murray Lane

Bldg. 110

Washington DC 20528

**FOB:** Destination

**Period of Performance:** 11/30/2005 to 05/27/2008

Change Item 0002 to read as follows (amount shown is the obligated amount):

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</table>

Product/Service Code: 9999

Product/Service Description: MISCELLANEOUS ITEMS

Period of Performance: 07/28/2007 to 05/27/2008