

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 7

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

| | | | |
|--|---|---|--|
| 1. DATE OF ORDER 08/31/2007 | 2. CONTRACT NO. (If any) HSHQDC-06-D-00032 | 6. SHIP TO: | |
| 3. ORDER NO. HSHQDC-07-J-00515 | | 4. REQUISITION/REFERENCE NO. RUIO-07-00080 | |
| 5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 | | a. NAME OF CONSIGNEE Department of Homeland Security | |

| | | | | |
|---|--|-----------------------|----------------|----------------------|
| b. STREET ADDRESS 245 Murray Lane Bldg. 410 | | c. CITY Washington | d. STATE DC | e. ZIP CODE 20528 |
|---|--|-----------------------|----------------|----------------------|

| | |
|--|-------------|
| 7. TO: | f. SHIP VIA |
| a. NAME OF CONTRACTOR ELECTRONIC DATA SYSTEMS CORPORATION | |

| | | |
|--|---|--|
| b. COMPANY NAME | 8. TYPE OF ORDER | |
| c. STREET ADDRESS 13600 EDS DRIVE MAILSTOP A6N-D48 | <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: | <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |
| d. CITY HERNDON | e. STATE VA | f. ZIP CODE 201713225 |

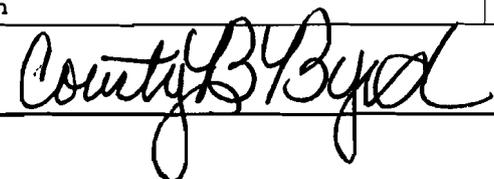
| | |
|--|--|
| 9. ACCOUNTING AND APPROPRIATION DATA See Schedule | 10. REQUISITIONING OFFICE Department of Homeland Security |
|--|--|

| | | | | |
|---|--|---|--|---------------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT Destination |
| <input type="checkbox"/> a. SMALL | <input type="checkbox"/> b. OTHER THAN SMALL | <input type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | |
| <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone | <input type="checkbox"/> f. EMERGING SMALL BUSINESS | | |

| | | | | |
|------------------------------|------------------------------|------------------------|--|------------------------------|
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | 16. DISCOUNT TERMS Net 30 |
| a. INSPECTION Destination | b. ACCEPTANCE Destination | | | |

| 17. SCHEDULE (See reverse for Rejections) | | | | | | |
|---|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
| | Tax ID Number: 75-2548221 DUNS Number: 077817617+0000 The purpose of this Task Order is to provide Managed Services for a DHS Second Data Center in accordance with EDS proposal submitted under Task Order Request Continued ... | | | | | |

| | | | |
|--|---------------------------|----------------------|---------------------------------|
| 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | |
| a. NAME Department of Homeland Security | | | \$32,075,114.00 |
| b. STREET ADDRESS (or P.O. Box) Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410 | | | 17(i) GRAND TOTAL |
| c. CITY Washington | d. STATE DC | e. ZIP CODE 20528 | |

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

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

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

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|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 08/31/2007 | CONTRACT NO. HSHQDC-06-D-00032 | ORDER NO. HSHQDC-07-J-00515 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | <p>HSHQDC-07-Q-00050D and as set forth herein.</p> <p>The "type of contract" for this Task Order is a hybrid that includes Cost Reimbursable elements, Time-and-Materials rates, and Firm Fixed Unit Rates.</p> <p>The total not-to-exceed ceiling amount for this Task Order, if all options are exercised, is \$820,046,681.00.</p> <p>Admin Office: Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528</p> <p>Accounting Info: (6(2))</p> <p>Period of Performance: 09/01/2007 to 06/26/2015</p> | | | | | |
| 0001A | <p>Managed Services for Second Data Center for Base Period of September 1, 2007 through June 26, 2008 in accordance with the following:</p> <p>Attachment A - Schedule of Unit Prices (0001 - 0002, 0004-0008, 0010, 0013AA-0013AG, 0013AI, 0013AN, 0014AD-0014AF, 0014AO)</p> <p>Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions</p> <p>The Contractor shall perform discovery at the DOJ Rockville and Dallas and TSA locations and provide a detailed report of System Identification to the COTR. The Contractor shall migrate approximately half of the equipment/workload of the DOJ sites to the 2nd data center. Once installed, the Contractor shall provide feedback to the COTR on the configuration and how it is operating. The Contractor shall provide level 2 managed services for the remaining Continued ...</p> | 1 | LO | 32,075,114.00 | 32,075,114.00 | |

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

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

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

08/31/2007

HSHQDC-06-D-00032

HSHQDC-07-J-00515

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | <p>performance period once migrated into the 2nd data center.</p> <p>Funding for this item denotes the ceiling price and is a not-to-exceed amount. The incrementally funded amount is currently \$32,075,114.00 and anticipated to cover support through May 15, 2008 (refer to Attachment E - Terms & Conditions, Section H13 Limitation of Government's Obligation). Total funding shall not exceed \$38,955,512.00 and is subject to the availability of funds. Total Line Item Value\$32,075,114.00</p> | | | | | |
| 0001B | <p>Managed Services "Optional Items" for Second Data Center for Base Period of September 1, 2007 through June 26, 2008 in accordance with the following: Attachment A - Schedule of Unit Prices (0003, 0009, 0011, 0012, 0013AH, 0013AJ-0013AM, 0013AO, 0014AA-0014AC, 0014AG-0014AM & 0014AO) Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$20,826,609.82. Amount: \$0.00 (Option Line Item) Total Line Item Value\$0.00</p> | 1 | LO | | 0.00 | |
| 0002 | <p>Managed Services for Second Data Center for Option Period 1 of June 27, 2008 through June 26, 2009 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Continued ...</p> | 1 | LO | | 0.00 | |

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SCHEDULE - CONTINUATION**

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| DATE OF ORDER 08/31/2007 | CONTRACT NO. HSHQDC-06-D-00032 | ORDER NO. HSHQDC-07-J-00515 |
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| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | Attachment E - Terms and Conditions This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$104,924,953. Amount: \$0.00 (Option Line Item) 05/27/2008 Total Line Item Value \$0.00 | | | | | |
| 0003 | Managed Services for Second Data Center for Option Period 2 of June 27, 2009 through June 26, 2010 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$111,574,444. Amount: \$0.00 (Option Line Item) 05/27/2009 Total Line Item Value \$0.00 | 1 | LO | | 0.00 | |
| 0004 | Managed Services for Second Data Center for Option Period 3 of June 27, 2010 through June 26, 2011 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed Continued ... | 1 | LO | | 0.00 | |

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

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DATE OF ORDER
08/31/2007

CONTRACT NO.
HSHQDC-06-D-00032

ORDER NO.
HSHQDC-07-J-00515

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | <p>amount. Total funding shall not exceed \$109,857,891. Amount: \$0.00 (Option Line Item) 05/27/2010 Total Line Item Value \$0.00</p> | | | | | |
| 0005 | <p>Managed Services for Second Data Center for Option Period 4 of June 27, 2011 through June 26, 2012 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$109,240,447. Amount: \$0.00 (Option Line Item) 05/27/2011 Total Line Item Value \$0.00</p> | 1 | LO | | 0.00 | |
| 0006 | <p>Managed Services for Second Data Center for Option Period 5 of June 27, 2012 through June 26, 2013 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$108,353,123. Amount: \$0.00 (Option Line Item) 05/27/2012 Total Line Item Value \$0.00</p> <p>Continued ...</p> | 1 | LO | | 0.00 | |

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

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

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|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 08/31/2007 | CONTRACT NO. HSHQDC-06-D-00032 | ORDER NO. HSHQDC-07-J-00515 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 0007 | <p>Managed Services for Second Data Center for Option Period 6 of June 27, 2013 through June 26, 2014 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$107,624,550. Amount: \$0.00 (Option Line Item) 05/27/2013 Total Line Item Value \$0.00</p> | 1 | LO | | 0.00 | |
| 0008 | <p>Managed Services for Second Data Center for Option Period 6A of June 27, 2013 through June 26, 2015, for a 24 month performance period, in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$108,689,151. Amount: \$0.00 (Option Line Item) 05/27/2013 Total Line Item Value \$0.00 ACCEPTANCE: 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. Continued ...</p> | 1 | LO | | 0.00 | |

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

**ORDER FOR SUPPLIES OR SERVICES
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| DATE OF ORDER 08/31/2007 | CONTRACT NO. HSHQDC-06-D-00032 | ORDER NO. HSHQDC-07-J-00515 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | <p>Signature of Contractor <i>Jill E. Carney</i></p> <p>Name and Title of Signer <i>Jill E. Carney, Contract Manager</i> (type or print)</p> <p>Date of Acceptance <u>8/31/07</u></p> <p>The total amount of award: \$32,075,114.00. The obligation for this award is shown in box 17(i).</p> | | | | | |

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



**Department of Homeland Security (DHS)
Data Center Services (DCS)**

STATEMENT OF OBJECTIVES

Revised May 14, 2007

Statement of Objectives

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2.0 MISSION 1

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Procurement Sensitive

1.0 Purpose

Integrated information sharing via Information Technology (IT) data center services is an integral part of the Department of Homeland Security's (DHS') mission, strategic goals and business objectives to create "One Network, One Infrastructure, One DHS." The ability to gather, distribute and share both tactical and strategic intelligence information throughout the organization on a homogeneous, integrated IT infrastructure is paramount to the DHS' success. DHS must make aggressive use of information technologies and improve information sharing. The ability of Department personnel to rapidly access information and communicate not only across the Department, but externally with other Federal, state and local entities, is a cornerstone capability that must be in place for the Department to succeed. The primary goal of this acquisition is to establish a managed services task order that will enable DHS to accomplish its integrated information sharing mission objectives, including maintaining and operating data center capabilities.

DHS' overall objective in the data center environment is to provide large-scale, redundant, physically secure, scalable data center computing capabilities for DHS. DHS has already acquired a First Data Center capability. The effort detailed in this Statement of Objectives (SOO) is to acquire a Second Data Center capability.

2.0 Mission

The mission of the DHS (also referred to throughout this document as "the Department") established under the Homeland Security Act of 2002 is to lead the unified national effort to secure America. DHS' mission is to prevent and deter terrorist attacks and protect against and respond to threats and hazards to the nation by ensuring safe and secure borders, welcoming lawful immigrants and visitors, and promoting the free-flow of commerce. DHS was established when 22 Components, bureaus and administrations were joined in the aftermath of September 11, 2001. These disparate Components are supported by vastly different IT environments that must now be integrated to support the Department's mission, strategic goals and business objectives to create "One Network, One Infrastructure, One DHS". The DHS Data Center Services (DCS) Project was established by the Secretary of DHS and is being implemented by the Department's Chief Information Officer (CIO) via the DHS Infrastructure Transformation Office (ITO). The Bureau of Customs and Border Protection (CBP) Enterprise Infrastructure Projects Office (EIPO) has been assigned as the Project Steward.

3.0 Period of Performance

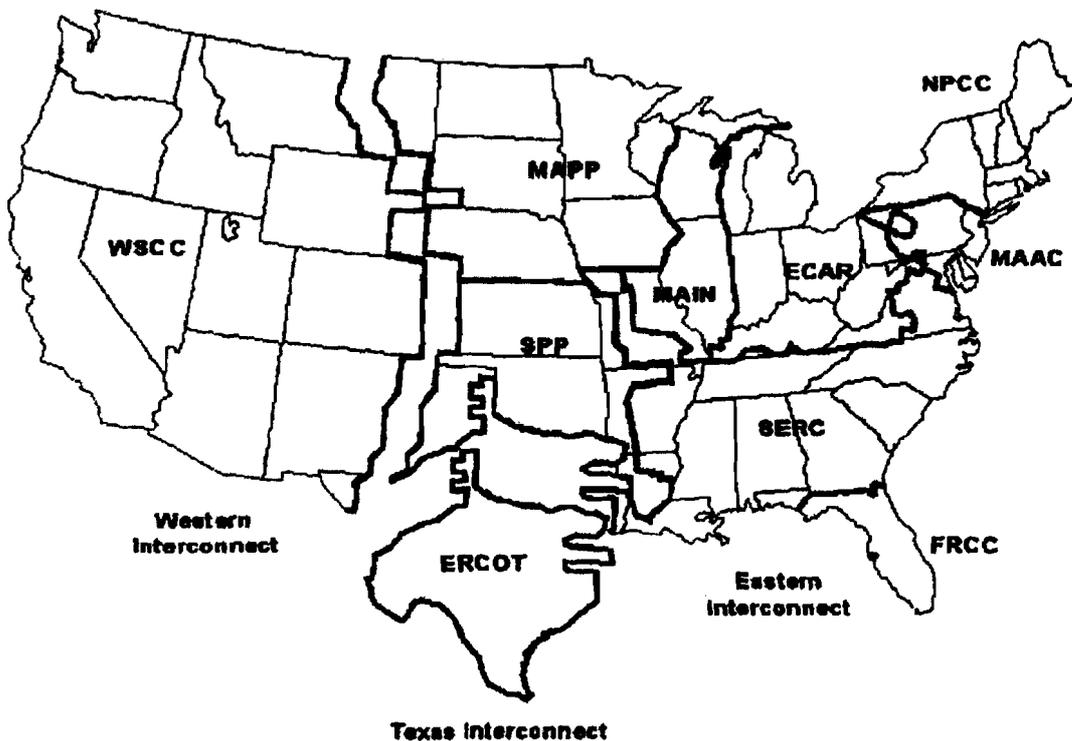
The period of performance for this task order is one (1) twelve-month base term, seven (7) 12-month option periods and two (2) twelve-month award terms, for a total period of performance of ten (10) years, if all options and terms are exercised. For the option periods, the task order shall be renewable as provided in FAR Clause 52.217-9, "Option to Extend the Term of the Contract." The total task order performance period shall not exceed six months following the expiration of the award term period of the task order in accordance with FAR Clause 52.216-22, "Indefinite Quantity", not to exceed ten (10)

Source Selection Information – see FAR 3.104

years from the date of award. This acquisition is for a Performance-Based Award Term Task Order.

4.0 Place of Service Performance

The data center capability shall be provided at a location of choice proposed by the Service Provider and must be approved by DHS. It is important to note that all space provided to DHS must be contiguous and must be logically and physically separate (raised floor, support space and environmentally protected) from other customers in accordance with DHS physical, personnel, and information technology systems requirements. DHS reserves the right to inspect the facility at any time, using both visual and computer-based vulnerability scans of the supporting facility and compute infrastructure, to ensure compliance with DHS policies and regulations.



**Figure 1
US Power Grids**

Source: usdieselengines.com

In order to ensure an uninterrupted source of commercial power, the First Data Center, located in the Eastern Interconnect power grid, and the Second Data Center capability should be located on separate power grids, if possible. If the centers were on the same power grid, the Service Provider for the Second Data Center capability must provide a plan for mitigating the risk to operations if the grid loses power.

Source Selection Information – see FAR 3.104

Figure 1 illustrates the distribution of power grids in the United States. As illustrated, the United States is divided into three power grids (the Western Interconnect, the Eastern Interconnect, and the Texas Interconnect). The three grids are divided into a total of ten regions. When power fails at the grid or regional level, the system automatically switches to the backup power.

Furthermore, Presidential Decision Directive 67, Enduring Constitutional Government and Continuity of Government Operations (October 21, 1998), and Federal Preparedness Circular 65, Federal Executive Branch Continuity of Operations (July 26, 1999), should be taken into consideration in proposing locations with sensitivity toward vulnerability to natural disaster. **Care should be taken to ensure that the offeror's proposed location is sufficiently remote from the Department's current facility located at Stennis, Mississippi to prevent a single catastrophic event from disabling both data centers or their supporting infrastructure.**

5.0 Background

The current Department facility (DHS First Data Center) is planned to provide 100,000 square feet of raised floor space with sufficient environmental resources, building facilities, service areas, and office space to house the operations staff and designed to conform to the Uptime Institute's specifications for Tier III data centers (Exhibit A). The Department Data Centers will process a wide range of systems and applications rated from Sensitive But Unclassified (SBU) to Top Secret/SCI.

The Department requires a second secure, environmentally protected, contiguous raised floor data processing space, and has determined that pursuit of this capability as a service meets Department goals for service delivery. Within the guidelines, standards and requirements specified in the following paragraphs, the Service Provider shall provide the required services at the Service Provider's facility. Services include the capability to provide dedicated equipment space and supporting services for Government Furnished Equipment (GFE). All space, including raised floor, support space, and environmentals, shall be physically and logically separated from any other customers

5.1 Current Department Environment

The Department systems, applications, and supporting hardware and software are experiencing significant changes to support new applications and systems that address national security, financial, and internal management concerns. The following table identifies equipment and storage requirements that resemble the current department environment.

Equipment and Storage Requirements

| | | | |
|--------------------------|----------------------------|--|-------------------------|
| Micro (Intel) | Midrange (RISC) | Mainframe Class (z/OS, High-end RISC) | Storage (TB) |
|--------------------------|----------------------------|--|-------------------------|

Source Selection Information – see FAR 3.104

| | | | |
|------|-----|----|--------|
| 2205 | 465 | 10 | 646.25 |
|------|-----|----|--------|

These systems currently are installed at 25 locations that range from 960 square feet (SF) to 28,000 SF in size with a total of 125,568 SF of raised floor space. Additionally, approximately 5% of the total raised floor space accommodates Top Secret/Sensitive Compartmented Information (SCI) processing.

6.0 Performance Objectives

6.1 Overall Objectives-Second Data Center Capabilities

This SOO provides the objectives that must be accomplished in order to establish and operate the DHS Second Data Center. Objectives as detailed in this SOO shall be met or exceeded by the Service Provider to satisfy the requirements of DHS Components and help the Department to meet its overall IT consolidation and integration goals. Second Data Center capabilities shall include, but are not limited to, designing, testing, and delivering IT related products and services and, personnel, materials, facilities, and organizational/operational processes to meet and/or exceed the following objectives:

- Operational
- Adherence to Standards
- Infrastructure Support Services
- Data Center Operations and Interface
- Security Management
- Exit Strategy
- Infrastructure Consolidation Engineering
- Transition Services
- Quality Assurance

6.2 Operational Objectives

Proposals must address all of the following objectives:

6.2.1 Operational Service Levels

Operations and Maintenance (O&M) are the activities related to the performance of routine, preventive, predictive, scheduled, and unscheduled actions aimed at preventing equipment or systems failure or reduced performance with the goal of increasing efficiency, reliability, and safety of the facility, IT equipment, and systems or applications. These activities include the execution of IT service and support delivery processes and procedures as defined utilizing the ITIL framework and defined in the Department's Concept of Operations.

Provide and maintain the following operational service levels as part of the DHS Second Data Center capability or a more innovative solution to the service levels.

- Level 1 – Basic Service – This is the minimum level of services that is provided to all Data Center customers. Basic Service provides "ping, power and pipe" to all systems and applications hosted. Service

Source Selection Information – see FAR 3.104

Provider shall provide personnel, processes, and technology to support hosting services for DHS systems and applications.

- o Section 508 Compliance – In providing "pipe and ping," the Service Provider shall comply with guidance provided in Code of Federal Regulations (CFR) 1194.23(j), which states "Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery."
 - o Acquisition – Service Provider shall supply services to acquire server, software, storage or General Support Systems (GSS) assets to meet requirements.
 - o Infrastructure Set-up – Service Provider shall provide services to migrate server or GSS GFE to Service Provider management and operations and maintenance within the Second Data Center.
- Level 2 – Managed Service - Service Provider shall provide personnel, processes, and technology to support the operating systems and below. Level 2 service includes, but is not limited to, services to assure operating systems and Common Enterprise Services Environment (CESE) software, BIOS and embedded software is maintained to safe version, patch level and policy (per DHS, NSA and industry security standards as outlined in Section 6.3.).
 - o Section 508 Compliance – Level 2 – Managed Service is considered as a service, which meets the "incidental to a contract" exception to Section 508 defined in CFR 1194.3(b).
 - Level 3 – Application Services – Service Provider shall provide personnel, processes and technology to support complete application support. Level 3 service includes, but is not limited to, initial application baselining; application changes; porting; quality assurance; system assurance; installation; integration; end user training; application code testing; application migration; database and middleware support; monitoring; change management; and application C&A support.
 - o Section 508 Compliance – The Service Provider shall ensure that Level 3 – Application Service comply with CFR 1194.41(c), which states "Support services for products shall accommodate the communication needs of end-users with disabilities."
 - Business Management
 - o Business Processes – Service Provider shall provide current operations and maintenance (O&M) operating and supporting data to DHS in a format compatible with DHS operations and management subsystems. This data will be required to interface with DHS operational, configuration, asset, and accreditation management systems and/or processes.

Source Selection Information – see FAR 3.104

- o Cost and Billing Structure – Service Provider’s cost and billing structure shall provide for flexible implementation of services and track to the DHS Service Catalog.
- Physical Requirements
 - o COE – Service Provider services shall be in compliance with the COE framework provided in Exhibit C as applicable.
 - o Interdependencies – The Service Provider shall operate in coordination with the DHS First Data Center, Component Data Centers, DHS Network Operations Center (NOC)/Security Operations Center (SOC), DHS OneNet, application support groups and other government data centers.
 - o Physical Access - The Service Provider shall provide DHS with physical access to specialized DHS equipment and managed service components at all times.

6.2.2 Operational Mode

Establish and maintain the Second Data Center services in an “operational mode” as defined herein. DHS plans to consolidate its production systems and applications at two DHS Data Centers. DHS has defined an “operational mode” where each data center will process part of the current and future production workload but have the capability to support the entire production workload in the event of a systemic failure at its alternate facility.

6.2.3 Service Levels using ITIL framework

Provide the minimal critical requirements to meet service level expectations as described in the table below. These service level expectations will be managed by the Information Technology Infrastructure Library (ITIL) framework.

| Category | Critical Requirement | Metric |
|--|---|--------|
| Availability | | |
| Building Systems | The Service Provider shall maintain 100% availability of all security, safety, access, building and environmental support systems. | |
| IT Environmental Support Systems | The Service Provider shall maintain 100% availability of IT environmental support, electrical, power generation, cooling, fire warning and suppression, and access control systems. | |
| IT Processing Systems and Support Components | The Service Provider shall maintain 99.982% availability of all IT network and processing systems under control of the Service Provider. | |
| Recovery | The Service Provider shall recover systems based on level of disaster recovery service selected (a minimum | |

Source Selection Information – see FAR 3.104

| Category | Critical Requirement | Metric |
|-----------------|---|--------|
| | of eight levels are reflected below): <ul style="list-style-type: none"> • DR Level 1 – No DR • DR Level 2 – Systems and data recovered in 30+ days • DR Level 3 – Systems and data recovered within 30 days • DR Level 4 – Systems and data recovered within 8 days • DR Level 5 – Systems and data recovered within 24 hours • DR Level 6 – Systems and data recovered within 8 hours • DR Level 7 – Systems and data recovered within 4 hours • DR Level 8 – Active-Active – Complete failover and near zero recovery time and recovery point objective to systems and data Note: Other solutions offering a combination of any of these will be considered on a case-by-case basis as applicable. | |
| Security | | |
| Confidentiality | The Service Provider shall permit no unauthorized access to data, networks, or processing systems. | |
| Integrity | The Service Provider shall permit no unauthorized alteration, modification, or destruction of DHS data or systems. | |
| Scope | The Service Provider shall provide for processing of SBU through SCI/Top Secret information in accordance with the identified standards and any upgrades or changes to those standards. | |

6.2.4 Disaster Recovery and Business Continuity

In the event of a disaster at the DHS First Data Center, additional systems and applications will be processed at the Service Provider's Data Center. The Service Provider will develop and maintain DR plans for accepting the additional workload and scaling the facility to meet the increased workload requirement. The Service Provider will participate in scheduled DR tests.

The Service Provider shall develop business contingency plans for maintaining a near zero Recovery Point Objective (RPO) and Recovery Time Objective (RTO) while addressing business continuity of systems and applications processing at the Service Provider's facility and propose technical

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approaches to maximize availability and minimize data loss/latency. The Service Provider shall specify the availability level and latency offered by their approach. Service Provider plans will be consolidated and integrated into the Department's Business Continuity and DR plans and will be consistent with Department notification, activation, recovery, and reconstitution requirements.

In addition to supporting the "operational mode" described in Section 6.2.2, the Second Data Center shall offer a minimum of eight levels of DR service to DHS Components, with progressively higher levels of capability and cost, as follows:

- DR Level 1 – No DR
- DR Level 2 – Systems and data recovered in 30+ days
- DR Level 3 – Systems and data recovered within 30 days
- DR Level 4 – Systems and data recovered within 8 days
- DR Level 5 – Systems and data recovered within 24 hours
- DR Level 6 – Systems and data recovered within 8 hours
- DR Level 7 – Systems and data recovered within 4 hours
- DR Level 8 – Active-Active – Complete failover and near zero recovery time and recovery point objective to systems and data

Note: Other solutions offering a combination of any of these will be considered on a case-by-case basis as applicable.

All systems must be recovered with minimal outages and data loss as defined in the section on data center service level expectations. The Service Provider shall provide the infrastructure and necessary telecommunications access to accommodate the maximum level of DR service – Active-Active.

6.3 Adherence to Standards Objectives

The following standards apply to all DHS processing. Prior to award, any Service Provider-proposed variances to standards will be part of the proposal evaluation. Post-award, DHS reserves the right to approve or disapprove any variances to standards. Proposals must address all of the following objectives:

6.3.1 Security Standards

- National Industrial Security Program Operating Manual (NISPOM), DD Form 254, *Contract Security Classification Specification*

6.3.2 Physical Security Standards

- DHS Management Directives Volume 11000 – Security, and DHS Management Directive 11030.1 *Physical Protection of Facilities and Real Property*
- DHS Management Directive 11046 – *Open Storage Area Standards For Collateral Classified Information*
- Director of Central Intelligence Directive (DCID) 6/9, *Physical Security Standards for Sensitive Compartmented Information*

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6.3.3 Information Security Standards

- DHS 4300A *Sensitive Systems Handbook*
- DHS 4300B *National Security Systems Handbook*
- DCID 6/3, *Protecting Sensitive Compartmented Information within the Information System*
- National Institute of Standards and Technology (NIST) Special Publication 800-37, *Guide for the Security Certification and Accreditation of Federal Information Systems*
- NIST Special Publication 800-53, Revision 1 (Final Public Draft), *Recommended Security Controls for Federal Information Systems*
- Federal Information Processing Standards (FIPS) Publication 140-2, *Security Requirements for Cryptographic Modules*

6.3.4 Industry Standards

- Uptime Institute specifications for Tier III operation (Exhibit A). Where variances to Tier III are recommended, the Service Provider must document and justify why the recommendation is an improvement over the Uptime Institute standard. All such recommended variances must be evaluated and approved by DHS.
- Information Technology Infrastructure Library (ITIL)
- International Information Systems Security Certification Consortium (ISC²) standards
- Underwriters Laboratory (UL) standards, as appropriate.
- Institute of Electrical and Electronics Engineers (IEEE) standards, as appropriate
- Electronics Industry Association/Telephone Industry Association (EIA/TIA) 568 Cabling, 569 Pathway and 606 Administration Standards

6.3.5 Service Model Standards

- DHS Service Reference Model (SRM)
- DHS Technical Reference Model (TRM) Consensus Standard/Product Profile
- DHS Enterprise Architecture (EA)
- DHS Service Oriented Architecture (SOA)

6.3.6 Section 508 Standards

- CFR 1194 Part B, Technical Standards
- CFR 1194 Part C, Functional Performance Criteria
- CFR 1194 Part D, Information, Documentation, and Support

6.4 Infrastructure Support Services Objectives

Proposals must address all of the following objectives:

6.4.1 Data Center Infrastructure

Establish and maintain a facility that ensures compliance with industry standards for data centers for providing adequate space, support systems,

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and services support of the DHS Second Data Center capability, including but not limited to power, cooling, initial and ultimate gross watts per square foot, and floor loading. The following is a list of minimal infrastructure objectives for the DHS Second Data Center.

- **SBU, Secret, Top Secret and SCI Processing Facilities**
Support processing for all levels of security from SBU to SCI/Top Secret in accordance with the directives listed in the "Adherence to Standards" section. The Service Provider shall obtain and retain authorization to operate.
- **Sensitive Compartmented Information Facility (SCIF)**
Provide appropriate sensitive compartmented information facilities (SCIF) to meet the Department's SCI requirement. The Service Provider shall obtain and retain an SCI accreditation.
- **Infrastructure**
Provide and maintain all equipment, infrastructure support services and utilities including but not limited to IT equipment and supporting software, power, cooling, fire suppression, warning systems, safety equipment and services. The Service Provider shall document and provide for Certification and Accreditation (C&A) of the collective infrastructure as a GSS, and provide system owners with C&A documentation of the GSS to assist system owners in their own C&A efforts. The Service Provider shall also provide and maintain all structures and services associated with the buildings and grounds.
- **Installation and Operations**
Provide infrastructure services, including support for all rack and stack equipment, assembly and installation of racks, assembly of equipment, installation of equipment into the racks, interconnection of hardware devices, and ongoing support under O&M for all installed equipment. The Service Provider shall provide, install, and maintain all cabling and connectivity devices or interfaces, including but not limited to electrical, data, video, monitoring, and signaling.
- **Connectivity**
The Department will provide at least two (2) Multi-Protocol Label Switch (MPLS) technology connections to the Service Provider's **Minimum** Point Of Presence (MPOP) with a bandwidth equivalent to two (2) OC-48 fiber circuits. The Service Provider shall provide a physically separate termination point for each circuit and shall provide at least two (2) physically separate and redundant pathways to those circuit termination points. The Service Provider shall ensure that connectivity supports DHS OneNet design and standards.
- **Management Subsystems**
Provide phone home, remote access and monitoring for hardware installed at the Data Center as directed by DHS.

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6.4.2 Dedicated Equipment Services for GFE

Perform services to plan and effect dedicated space/services for GFE. Contractor shall make available dedicated space to house GFE; shall provide Tier III environmental/power capability to this area in accordance with Uptime Institute specifications (Exhibit A); shall provide for LAN A (SBU), B (Secret) and C (Top Secret/SCI) access to this area; and shall secure the area in accordance with DHS physical security and access control standards. The equipment placed in this space will be operational and will be used to host production systems. **The Department, through its data center consolidation effort, intends to take advantage of advancements in technology and use high density/high volume computing environments. The vendor should be prepared to provide and support these advance technology options with respect to power, space, etc.** All GFE and data stored on contractor furnished equipment is the property of DHS. At no time does GFE belong to the Service Provider, and at no time may DHS be denied access to this equipment.

6.5 Data Center Operations and Interface Objectives

Proposals must address all of the following objectives:

6.5.1 Data Center Interface

Interface with, support, and conform to the Department's IT processes and procedures for service delivery and support. In addition, the Service Provider is required to cooperate with Departmental Service Providers to support migrations and the use of the provider's data center services. The Department requires the Service Provider to conform to the ITIL framework, depicted below, for delivering and supporting IT services and requires the Service Provider to provide a key person who is ITIL Level III (Master) certified.

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data centers. The Department will provide a service desk function and will be the central point-of-contact for Components to request support and report difficulties, complaints, or questions. The Service Provider shall ensure that services provided in relation to this operational interface comply with Section 508 as defined in CFR 1194.41(c), which states, "Support services."

6.5.3 Financial Management for IT Services

Manage financial services concerned with the processes of budgeting, IT accounting and invoicing. However, the Service Provider shall conform to DHS requirements for invoice format and level of detail.

6.6 Security Management Objectives

Proposals must address all of the following objectives:

6.6.1 DHS Security Requirements

Adhere to DHS security requirements as set forth in the security documents identified in Adherence to Standards objectives section. The Service Provider shall provide all information from any managed device to the government, as requested. In addition, the Service Provider shall allow DHS to perform and shall assist, as needed, with the following activities:

6.6.1.1 Vulnerability Assessments

- Scan to determine the likelihood of exposure to various risks and vulnerabilities and deploy patches in response to known threats
- Provide vulnerability assessments of the architectural infrastructure deployed
- Network scans and operating system vulnerability detection and patching
- Review and respond to Information Security Vulnerability Management (ISVM) bulletins or advisories
- Deploy, maintain and operate wireless detection systems or software controls in order to maintain DHS security regulations.

6.6.1.2 Intrusion Detection Systems (IDS)

- Intrusion detection shall be both signature and anomaly driven
- Initial assessment of the architectural infrastructure
- Ongoing assessment of the IDS infrastructure
- Timely patching and security updates to all operating systems and subsystems
- Sensor monitoring and analysis
- Configuration, review and maintenance of IDS profiles
- Intrusion Response Services to include:
 - Analysis
 - Internal and external communication with affected parties
 - Collecting and protecting information, including evidence
 - Containing the intrusion to limit the damage caused
 - Eliminating all means of intruder access
 - Returning systems to normal operation

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6.6.1.3 Firewall Management

- Ongoing assessment of firewall configuration and infrastructure to ensure compliance with existing inbound and outbound policies and requirements
- Implementation of firewall policies
- Firewall log inspection and examination, including analyzing and reporting firewall log results (use, attack attempts blocked, summaries, etc.)
- Adding, modifying and retiring routine or emergency firewall rules
- Testing and validation of rule set changes, ensuring rules are applied to correct interfaces on the firewall
- Firewall Management Reports:
 - Current status of the rules and configurations
 - Rule set maintenance and other scheduled outages
 - Results of periodic testing of the rules and alert mechanisms
 - Unscheduled operational outages
 - Log trending and analysis (anomaly detection and threshold analysis)

6.6.2 Physical and Information Security

Comply with all program security requirements, in particular those requirements specified in the Adherence to Standards section; prepare appropriate accreditation package documentation as required; support the DHS test, evaluation, and accreditation processes; and maintain accreditation for all systems and facilities under their control. The Service Provider shall also implement virus protection measures in accordance with Section 5.6 of DHS 4300A *Sensitive Systems Handbook*.

6.7 Exit Strategy

Provide an end of Task Order exit strategy that describes equipment, maintenance, software, facilities, and key personnel availability to the government or their representative.

6.8 Infrastructure Consolidation Engineering

Provide Draft Project and Design Plan that includes parts for planning, scheduling/sequencing, execution, and services integration. These services are intended as part of the Enterprise Services offered by the Department. The offeror's proposal must demonstrate the capabilities to first collocate then consolidate compute assets and systems as possible. The offeror's proposal should consider the Common Enterprise Services Environment (CESE) (formerly the Common Operating Environment) for consolidation services. Standards for the Department's Common Enterprise Services Environment are the property of and provided by the Department. The offeror's proposal may consider the development of the technology to support the Department's CESE as part of migration services delivery. Service delivery using the CESE must consider the logical and physical separation requirements of the Department and this environment would be intended for the exclusive use of DHS.

6.9 Transition Services

Perform services to plan and execute Component transitions to the DHS Data Center, including the physical and/or logical relocation of applications and data to the DHS

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Data Center space, at the discretion of the government. Optional Transition services may include providing:

- Nationwide transportation services
- Packing and unpacking of IT equipment
- De-installation and installation of rack mounted equipment
- Security services
- Warranty Technician services
- Sensitive equipment relocation

6.10 Quality Assurance Plan

Provide a Quality Assurance Plan (QAP) describing the standards, processes and procedures used to support the consistent delivery of high-quality, professional products and services provided in support of a 24x7 data center environment. The quality assurance process establishes the authority of the Quality Assurance (QA) function, quality assurance standards, procedures, policies, and monitoring and evaluation processes to determine quality in relation to established standards. QA provides standards against which the quality of the product/service being provided can be measured. QA activities concentrate on the prevention of problems through the continuous improvement of processes. This DHS Data Center QAP shall serve as a guide for QA activities and should fit the services being provided by the Service Provider to DHS and their specific activities.

As part of QA, the Service Provider shall support and cooperate with any Independent Verification and Validation (IV&V) performed by DHS or the Department's designated representative.

7.0 Deliverables and Reports

Develop and submit deliverables and reports as scheduled. All plans, processes, policies and invoices require government approval. Meeting minutes and reports do not require government approval.

1. Monthly metric/Service Level Agreement performance report
2. Quality Assurance Plan – draft 90 days after contract award or at the time the first customer is hosted, whichever occurs first
3. Disaster Recovery Plan – draft 90 days after contract award or at the time the first customer is hosted, whichever occurs first
4. Invoices - monthly
5. Exit Strategy (end of contract) – final due 45 days after contract award (draft to be provided as part of proposal)
6. Hosting Service – 90 days after contract award
7. Acquisition Support (GFE/New)
8. Patch Management Policy – 45 days after contract award
9. Business Processes (ITIL Framework) – 45 days after contract award
10. Invoice and CLIN Structure – draft 30 days after contract award, final 60 days after contract award
11. Staffing Plan – 45 days after contract award
12. Conversion Plan explaining how data from existing systems will be converted to another hardware or software environment – as required by systems
13. Operational Plan – as required by systems

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14. Monthly Capacity Report
15. Daily Operational Report (Outage Report)
16. Meetings – Attendance and Minutes
 - a. Change Control Board
 - b. Daily Managers' Meeting
 - c. System Availability
 - d. Root Cause (as needed)

In addition to any specific deliverables identified above, the Service Provider shall provide periodic reporting as specified in each task order on the status of the tasks and deliverables.

All Data Center operations, management and event information specific to DHS shall be available to the government at all times.

8.0 Government Furnished Information and Equipment

Government Furnished Information (GFI) and GFE will be provided in conjunction with completion of work under this SOO. All such GFI and GFE are the property of DHS. At no time do GFI and GFE belong to the Service Provider, and at no time may DHS be denied access to this equipment and data. All data on DHS equipment or contractor equipment used for this task order will be the property of DHS and the Department shall have full rights to use, disseminate, and dispose of the information.

The majority of equipment will be procured as a service from the Service Provider. However, GFE is anticipated and will require Service Provider support to include ping, power, pipe services in dedicated data center space. DHS also anticipates having other Service Providers' owned equipment as part of managed services currently operational at DHS Data Centers. The Service Provider shall provide DHS with physical access to specialized DHS equipment and managed service components at all times. This equipment may be introduced to the environment at any time using a structured service engagement process. DHS expects to incur no liens, holds or financial penalties in the event that DHS elects to remove DHS or other Service Providers' equipment and information from the Data Center.

9.0 Personnel Security

9.1 Personnel Security

DHS has determined that performance of this contract requires that the Contractor, subcontractor(s), Service Provider(s), etc. (herein known as Contractor), have access to classified National Security Information (herein known as classified information). Classified information is government information, which requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of

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classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other government facility, it will abide by the requirements set by the agency.

9.2 Employment Eligibility

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor or perform on this contract. The Contractor shall ensure this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

9.3 Continued Eligibility

DHS reserves the right to deny and/ or restrict entrance to facilities, prohibit employees from assigned work under the contract, deny and/or restrict the handling of classified documents/material to any Contractor employee who DHS determines to present a risk of compromising classified and/or sensitive government information.

The Contractor shall report to the DHS Security Office any and all adverse information brought to their attention concerning employees performing under this contract. Reports based on rumor or innuendo shall not be included. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

9.4 Termination

The DHS Security Office shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the COTR all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued and the last known location and disposition of the pass or card.

9.5 Security Management

The Contractor shall appoint a senior official to act as a Security Officer. The individual shall interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all classified documents/material handled by the Contractor.

The COTR and DHS Security Office will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with the security requirements under this contract. Should the COTR or DHS Security Office determine the Contractor is not in compliance with the security requirements of the contract, the Contracting Officer will notify the Contractor, in writing, of the appropriate action that will be taken to rectify any non-compliance to the contract security requirements.

9.6 Suitability Determination

DHS shall exercise full control over granting, denying, withholding or terminating unescorted facility and/or access to or handling of both classified and sensitive government information to Contractor employees based upon the results of a

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background investigation. DHS may, as deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a facility without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the contract not requiring access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.

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

9.7 Background Investigations

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

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

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

Be advised that unless an applicant requiring access to sensitive information has resided in the U.S. for three of the past five years, the government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

DHS will consider only U.S. citizens and Lawful Permanent Residents (LPRs) for employment on this contract. The use of Non-U.S. citizens is not permitted. Furthermore, DHS will not approve LPRs for employment on this contract in any

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position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the Contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

9.8 Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and adhere to the procedures governing such data as outlined in "DHS IT Security Program - Publication DHS MD 4300.Pub". Contractor personnel must have favorably adjudicated background investigations commensurate with the defined security level.

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

9.9 Information Technology Security Training and Oversight

All Contractor employees using Department automated systems or processing Department sensitive data shall be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

9.10 Security Points of Contact

DHS, Office of Security
 Personnel Security Staff
 Attn: Ora Smith
 Washington DC 20528
 Telephone: (202) 772-9871

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Defense Security Office
Defense Industrial Security Clearance Office (DISCO)
2780 Airport Drive Suite 400
Columbus, Ohio 43219-2268
Telephone: (614) 827-1634
Fax: (614) 827-1635

10.0 Section 508

39.203(b) (3) and (c) (2) for Electronic and Information Technology; Compliance with Section 508 of the Rehabilitation Act of 1973, 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 and data 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 solicitation, 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) as specified in the SOO or in the technical specifications, as a minimum.

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EXHIBIT A: Uptime Institute – Infrastructure Tier Classification

Industry Standard Tier Classifications Define Site Infrastructure Performance

By W. Pitt Turner IV, P.E., John H. (Hank) Seader, P.E. and Kenneth G. Brill

One of the most common sources of confusion in the field of uninterruptible uptime is what constitutes a reliable data center. All too often, reliability is in the eye of the beholder; what is acceptable to one person or company is inadequate to the next. Competing companies with data centers of radically different infrastructure capabilities are all claiming to deliver high availability.

With the continuously increasing pressure on high availability and the explosive growth of the Internet comes an increased demand for computer hardware reliability. Information technology customers expect availability of "Five Nines" or 99.999%. Unfortunately, the substantial investment a business frequently makes to achieve Five Nines, in its computer hardware and software platforms, is likely to be insufficient unless matched with a complementary site infrastructure (power, cooling, and other environmental support systems) that can support their availability goals.

The Uptime Institute, Inc.[®] (*The Institute*) developed a tiered classification approach to site infrastructure functionality that addresses the need for a common benchmarking standard. The Institute's system has been in practice for 10 years. It includes actual measured availability figures for site availability ranging from 99.67% to more than 99.99%. It is important to note that this range of availability is substantially less than the current Information Technology (IT) expectations for Five Nines, which leads to the conclusion that site availability gates overall IT availability. Over the last 40 years, data center infrastructure designs have evolved through at least four distinct stages, which are captured in The Institute's classification system. Tier I first appeared in the early 1960s, Tier II in the 1970s, Tier III in the late 1980s and early '90s, and Tier IV in 1994 with the United Parcel Service Windward project, which was the first site to assume the availability of dual-powered computer equipment. The Institute participated in the development of Tier III concepts and pioneered the creation of Tier IV.

Invention of Tier IV was made possible by Ken Brill, Executive Director of The Institute, who, in 1991, envisioned a future when all computer hardware would come with dual power inputs (US Patent 6,150,736). During construction of the \$50 million Windward project, United Parcel Service worked with IBM and other computer hardware manufacturers to provide dual-powered computer hardware. The significance of Mr. Brill's insight has subsequently been confirmed by billions of dollars in site infrastructure investment.

Dual-power technology requires at least two completely independent electrical systems. These dual systems supply power via diverse power paths to the computer load, by effectively moving the last point of electrical redundancy from the Uninterruptible Power Supply (UPS) system downstream to a point inside the computer hardware itself. Mr. Brill's intuitive conclusion has since been confirmed by The Institute's research that has determined that 98% of all site infrastructure failures occur between the UPS and the computer load. Since completion of the Windward project in 1994, System plus Systemsm (S+S) Tier IV electrical designs have become common and the number of computer hardware projects with dual inputs has grown.

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The advent of dual-powered computer hardware in tandem with Tier IV electrical infrastructure is an example of site infrastructure design and computer hardware design simultaneously achieving higher availability. Even with the significant improvements in computer hardware design made over the past 10 years, many data centers constructed in the last five years—and even today claim Tier IV functionality, but actually deliver only Tier I, II, or III—are falling behind in their capability to match the availability required by the information technology they support. The purpose of this paper is to outline what functionality and attributes are required for the different tier levels.

Defining the Tiers

The tier classification system involves several definitions. A site that can sustain at least one unplanned, worst-case infrastructure failure with no critical load impact is considered fault tolerant. A site that is able to perform planned site infrastructure activity without shutting down critical load is considered concurrently maintainable (fault tolerance level may be reduced during concurrent maintenance). It is important to remember that a typical data center site is composed of at least 20 major mechanical, electrical, fire protection, security and other systems, each of which has additional subsystems and components. All of these must be concurrently maintainable and/or fault tolerant for the site to meet the requirement of fault tolerant and/or concurrently maintainable.

Some sites built with fault-tolerant S+S electrical concepts failed to incorporate the mechanical analogy, which involves dual mechanical systems. Such sites are classified Tier IV electrically, but only achieve a Tier III mechanically. Another common mistake is only looking at first level failures and not the subsequent failures that will sometimes be triggered by the first failure.

The following list summarizes the high level characteristics of each tier. The availability numbers shown are actual numbers for many sites which combine both tier requirements as well as the associated tier attributes.

- **Tier I**
Tier I is composed of a single path for power and cooling distribution, without redundant components, providing 99.671% availability.
- **Tier II**
Tier II is composed of a single path for power and cooling distribution, with redundant components, providing 99.741% availability.
- **Tier III**
Tier III is composed of multiple active power and cooling distribution paths, but only one path active, has redundant components, and is concurrently maintainable, providing 99.982% availability.
- **Tier IV**
Tier IV is composed of multiple active power and cooling distribution paths, has redundant components, and is fault tolerant, providing 99.995% availability

This chart illustrates tier requirements:

| | Tier I | Tier II | Tier III | Tier IV |
|---------------------------------------|---------------|----------------|-------------------------------|-------------------------------|
| Number of Delivery Paths | Only 1 | Only 1 | 1 Active 1 Passive | 2 Active |
| Redundancy | N | N + 1 | N + 1 | S + S or 2 (N + 1) |
| Compartmentalization | No | No | No | Yes |
| Concurrently Maintainable | No | No | Yes | Yes |
| Fault tolerance to Worst Event | None | None | None | Yes |

This chart illustrates the tier attributes of the sites from which the actual availability numbers were drawn:

| | Tier I | Tier II | Tier III | Tier IV |
|---|-----------------------|-----------------------|------------------------|-----------------------|
| Building Type | Tenant | Tenant | Stand-alone | Stand-alone |
| Staffing | None | 1 Shift | 1 + Shifts | "24 by Forever" |
| Useable for Critical Load | 100% N | 100% N | 90% N | 90% N |
| Initial Gross Watts per Square Foot (W/ft²) (typical) | 20-30 | 40-50 | 40-60 | 50-60 |
| Ultimate Gross W/ft² (typical) | 20-30 | 40-50 | 100-150 ^{1,2} | 150 ^{1,2} |
| Uninterruptible Cooling | None | None | Maybe | Yes |
| Support Space to Raised-Floor Ratio | 20% | 30% | 60-80% ² | 100+% |
| Raised-Floor Height (typical) | 12" | 18" | 30-36" ^{2,3} | 30-36" ² |
| Floor Loading lbs/ft² (typical) | 65 | 100 | 150 | 150 |
| Utility Voltage (typical) | 208, 480 | 208, 480 | 12-15 kV ² | 15-15 kV ² |
| Single Points-of Failure | Many + human error | Many + human error | Some + human error | None + human error |
| Annual Site-Caused IT Downtime (actuals) | 28.8 hours | 22.0 hours | 1.6 hours | 0.4 hours |
| Site Availability | 99.971% | 99.746% | 99.993% | 99.999% |
| Months to Implement | 3 | 3-6 | 15-20 | 18-20 |
| Year First Deployed | 1965 | 1970 | 1965 | 1965 |
| Construction Cost (: 30%)^{1,2,3} | | | | |
| Raised Floor | \$220/ft ² | \$220/ft ² | \$220/ft ² | \$220/ft ² |
| Useable UPS Output | \$10,000/kW | \$11,000/kW | \$20,000/kW | \$22,000/kW |

¹ 100 W/ft² maximum for air-cooling over large areas; water or ultrasonic cooling methods greater than 100 W/ft² (added cost excluded).
² Greater W/ft² densities require greater support space: 100% at 100 W/ft² and up to 2 or more times at greater densities. Higher raised floor and, if required, over large areas, a utility voltage service entrance.
³ Excludes floor and ceiling construction and conditioning (cooling/heating) systems, fire, life, and detection systems. These may be several million dollars. Assume minimum of 15,000 lb of raised floor, structurally plain, one-story building, with power backbone sized to achieve ultimate capacity with installation of additional components or systems. Make adjustments for NYC, Chicago, and other high cost areas.

Tier I Data Center Infrastructure
Basic Data Center

A Tier I data center is susceptible to disruption from both planned and unplanned activity. It has computer power distribution and cooling, but it may or may not have a raised floor, a UPS, or an engine generator. The critical load on these systems is up to 100% of N. If it does have UPS or generators, they are single-module systems and have many single points-of-failure. The infrastructure should be completely shut down on an annual basis to perform preventive maintenance and repair work. Urgent situations may require more frequent shutdowns. Operation errors or spontaneous failures of site infrastructure components will cause a data center disruption.

Tier II Data Center Infrastructure
Redundant Components

Tier II facilities with redundant components are slightly less susceptible to disruptions from both planned and unplanned activity than a basic data center. They have a raised floor, UPS, and engine generators, but their capacity design is N+1, which has a single-wired distribution path throughout. Critical load is up to 100% of N. Maintenance of the critical power path and other parts of the site infrastructure will require a processing shutdown.

Tier III Data Center Infrastructure
Concurrently Maintainable

Tier III level capability allows for any planned site infrastructure activity without disrupting the computer hardware operation. Planned activities include preventive and programmable maintenance, repair and replacement of components, addition or removal of capacity components, testing of components and systems, and more. For large sites using chilled water,

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this means two independent sets of pipes. Sufficient capacity and distribution must be available to simultaneously carry the load on one path while performing maintenance or testing on the other path. Unplanned activities such as errors in operation or spontaneous failures of facility infrastructure components will still cause a data center disruption. The critical load on a system does not exceed 90% of N. Many Tier III sites are designed with planned upgrades to Tier IV when the client's business case justifies the cost of additional protection. The acid test for a concurrently maintainable data center is the ability to accommodate any planned work activity without disruption to computer room processing.

**Tier IV Data Center Infrastructure
Fault Tolerant**

Tier IV provides site infrastructure capacity and capability to permit any planned activity without disruption to the critical load. Fault-tolerant functionality also provides the ability of the site infrastructure to sustain at least one worst-case, unplanned failure or event with no critical load impact. This requires simultaneously active distribution paths, typically in S+S configuration. Electrically, this means two separate UPS systems in which each system has N+1 redundancy. The combined critical load on a system does not exceed 90% of N. Because of fire and electrical safety codes, there will still be downtime exposure due to fire alarms or persons initiating an Emergency Power Off (EPO). Tier IV requires all computer hardware have dual power inputs as defined by *The Institute's* Fault Tolerant Power Compliance Specifications Version 2.0, which can be found at www.uptimeinstitute.org. The acid test for a fault tolerant data center is the ability to sustain an unplanned failure or operations error without disrupting computer room processing. In consideration of this acid test, compartmentalization requirements must be addressed.

This chart illustrates how these ideas are mapped over the architecture of site infrastructure:

| | RELIABILITY | AVAILABILITY | SERVICEABILITY |
|---------------------------|--|--|--|
| Information Technology | Clustering RAID and DASD Token Ring Console Automation Change Management | Logical Partitions Clustering Mirrored Data Hot Backup Business Continuity | Hot Pluggable Hot Microcode Updates "Call Home" Remote Service |
| Electrical Infrastructure | UPS Dual Power S + S | Engine Generator Dual Power S + S | Engine Generators Dual Power S + S |
| Mechanical Infrastructure | Redundant Components Fans and Pumps on UPS | Thermal Storage | Dual Pipe Thermal Storage |
| Facility Operations | Passive Automation Change Management MAPS/Certification Simulation | 24 by "Forever" Staffing Compartmentalization Failure Bypass Options On-Site Spares | Work Performed during Regular Hours In-House Knowledge In-House Supervision |

Solving Incompatible "Five Nines" Expectations

Even a fault tolerant and concurrently maintainable Tier IV site will not satisfy an IT requirement of Five Nines (99.999%) uptime. The best a Tier IV site can deliver over time is 99.995%. This assumes a site outage occurs only as a result of a fire alarm or EPO and that such an event occurs not more than once every five years. Only the top 10 percent of Tier IV sites will achieve this level of performance. Unless human activity issues are continually and rigorously addressed, at least one additional failure is likely over five years. While the site outage is assumed to be instantaneously restored (which requires "24 by forever" staffing), it can still require up to four hours for IT to recover information availability.

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Tier IV's 99.995% uptime is an average calculated over five years. An alternative calculation using the same underlying data is 100% uptime for four years and 99.954% for the year in which the downtime event occurs.

Higher levels of site uptime can be achieved by protecting against accidental activation of the real need for fire protection and EPOs. Preventatives include high sensitivity smoke detection, limiting fire load, signage, extensive training, staff certification, limited number of non-staff in critical spaces, and treating employees and contracted staff well to increase pride in their work. All of these measures, if taken, can reduce the risk of failures.

Other solutions include placing the redundant parts of the IT computing infrastructure in different site infrastructure compartments so that a site infrastructure event cannot simultaneously affect all IT systems. Another alternative is focusing special effort on business-critical and mission-critical applications so they do not require four hours to restore. These operational issues can improve the availability offered by any data center, and are particularly important in a Four Nines Tier IV data center housing IT equipment that requires Five Nines availability.

Authorship

Pitt Turner is a professional engineer, a distinguished fellow of *The Institute*, and a Principal in ComputerSite Engineering, Inc.® He has guided more than \$1.6 billion in site infrastructure investment for primarily Fortune 50 clients.

Hank Seader developed the original idea for the Tier concept. At the time, he was a facility manager for a major data center and wanted a simple way to convey complex reliability concepts to his senior management. Currently, Hank is a member for the ComputerSite Engineering team.

Ken Brill is Executive Director of *The Institute*, and a Principal in ComputerSite Engineering. He is the founder of the Site Uptime Network® and the inventor of dual power distribution technology for high availability data centers.

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EXHIBIT B: Definitions

| | |
|------------------|---|
| CAD | Computer Assisted Drawing |
| C&A | Certification and Accreditation |
| CIO | Chief Information Officer |
| COE | Common Operating Environment |
| COOP | Continuity of Operations Plan |
| DCID | Director of Central Intelligence Directive |
| DCS | Data Center Services |
| DHS | Department of Homeland Security |
| DR | Disaster Recovery |
| EA | Enterprise Architecture |
| GFE | Government Furnished Equipment |
| GFI | Government Furnished Information |
| GSS | General Support System |
| HVAC | Heating Ventilation and Air Conditioning |
| IDS | Intrusion Detection System |
| IEEE | Institute of Electrical and Electronics Engineers |
| ISC ² | International Information Systems Security Certification Consortium |
| ISVM | Information Security Vulnerability Management |
| IT | Information Technology |
| ITIL | Information Technology Infrastructure Library |
| LAN | Local Area Network |
| NIPSOM | National Industrial Security Program Operating Manual |
| NIST | National Institute of Standards and Technology |
| O&M | Operations and Maintenance |
| QAP | Quality Assurance Plan |
| SBU | Sensitive But Unclassified |
| SCI | Sensitive Compartmentalized Information |
| SCIF | Sensitive Compartmentalized Information Facility |
| SLA | Service Level Agreement |
| SOA | Service Oriented Architecture |
| SOO | Statement of Objectives |
| SRM | Service Reference Model |
| TRM | Technical Reference Model |
| UL | Underwriters Laboratory |
| UPS | Uninterruptible Power Supply |

Source Selection Information – see FAR 3.104

EXHIBIT C: COE Framework

- Operating System
 - Windows, Red Hat, Solaris, AIX, Mainframe
- Database
 - Oracle, SQL Server, DB2
- Processors
 - Blade Servers
 - Enterprise Servers
 - Mainframe
- Storage Catalog
 - SATA, SCSI, Fibre Channel Optical Media

| Windows/Linux | UNIX | | Mainframe |
|----------------------------|------------|---------------|---------------|
| Windows 2003 / Red Hat AS4 | Solaris 10 | AIX 5.3 | zOS 1.7 |
| | | | |
| | | | |
| | | | |
| SATA | SCSI | Fibre Channel | Optical Media |

Source Selection Information – see FAR 3.104

TERMS & CONDITIONS

EXHIBIT B – Supplies and Services

Section B1 – Services Being Acquired

The Contractor shall furnish all qualified personnel, facilities, equipment, material and services issued under this Task Order and otherwise do all things necessary for, or incident to, the performance of this Task Order.

Items 1 through 8. Provide Managed Services for 2nd Data Center as set forth in detail in the attached Statement of Objectives (SOO). The contractor is strongly encouraged to utilize DHS FirstSource for purchases of commodities when do to so is advantageous to the government.

Section B2 – Options to Extend the Term of the Task Order

(a) The Government may unilaterally extend the term of this Task Order by written notice to the Contractor within the term of the Task Order, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the Task Order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended Task Order shall be considered to include this option provision.

(c) The total duration of this Task Order including the exercise of all below stated options under this clause shall not exceed **ninety six (96) months**. This includes the base period, the six (6) one-year option periods in Years 2 through 7 of the Task Order and the one (1) two-year option period in Years 7 & 8 of the Task Order.

(d) Should the Government exercise any options hereunder, all Contractual terms and conditions shall apply during the option(s) period as agreed to before award.

Section B3 – Option to Extend Services (FAR clause 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

EXHIBIT C – Description/Specifications/Objectives

Section C1 – Statement of Objectives

Please see Attachment D – Statement of Objectives.

EXHIBIT D – Packing and Marking

Section D1 – Packaging and Marking

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the task order by number under which the item is being delivered.

(2) Identifies the deliverable Item Number which requires the delivered item(s).

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the task order, or to the Contracting Officer.

Section D2– Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials if necessary as prescribed by the current Department of Homeland Security (DHS) directives.

EXHIBIT E – Inspection and Acceptance

Section E1 – Inspection

Inspection of all items under this Task Order shall be accomplished by the cognizant DHS Contracting Officer's Technical Representative (COTR), or any other duly authorized Government representative in addition to the Steward.

Section E2 – Acceptance

Acceptance of all work and effort under this Task Order (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

EXHIBIT F – Deliveries or Performance

Section F1 – Term of Task Order

The base period of performance for the Task Order shall be approximately ten (10) months. The total duration of this Task Order including the exercise of all options shall not exceed **ninety six (96) months** consisting of the base period, six (6) one-year option periods (Years 2 through 7 of the task order) and one (1) two-year option period in Years 7 & 8 of the task order.

The period of performance is as follows:

| | |
|------------------|---|
| Base Period | September 1, 2007 through June 26, 2008 |
| Option Period 1 | June 27, 2008 through June 26, 2009 |
| Option Period 2 | June 27, 2009 through June 26, 2010 |
| Option Period 3 | June 27, 2010 through June 26, 2011 |
| Option Period 4 | June 27, 2011 through June 26, 2012 |
| Option Period 5 | June 27, 2012 through June 26, 2013 |
| Option Period 6 | June 27, 2013 through June 26, 2014 |
| Option Period 6A | June 27, 2013 through June 26, 2015 |

Section F2 – Principal Place of Performance

The work to be completed under this Task Order will be performed at the locations designated in the EDS proposal of June 20, 2007 and all subsequent revisions; however, the principle place of performance is in Clarksville, VA.

EXHIBIT G – Task Order Administration

Section G1 – Voucher Format

- (a) Each invoice or voucher submitted shall include the following:
- 1) Task Order Number,
 - 2) Contractor Name,
 - 3) Date of Invoice,
 - 4) Invoice Number,
 - 5) Line Item(s) numbers for which charges are claimed,
 - 6) Description of line items,
 - 7) Amount Claimed for Each Line item,
 - 8) Invoice Amount,

- 9) Period Covered by Invoice
- 10) Cumulative Amount Invoiced to Date
- 11) Labor Charges shall be accompanied by the following:

- (i) A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within Section B of this task order.
- (ii) The invoice or voucher shall further segregate costs by Task Assignment, identifying current and cumulative billings for each Task Assignment.

(b) ODC charges shall be accompanied by a detailed listing by Task Assignment of all reimbursable other direct costs in accordance with the Payment clause in this task order.

(c) All charges for other than the DPLH expended by the Prime Contractor shall be accompanied by copies of invoices for the related charges and evidence of payment thereof. The only exception to this requirement shall be for small business concerns.

Small business concerns must have incurred the associated charges, but need not have already paid the invoices for the charges involved, prior to including them within an invoice or voucher to the Government.

Section G2 – Billing Instructions

(a) The Contractor shall submit the original invoice(s) or vouchers on a monthly basis in accordance with the Payments provisions of this task order to:

U.S. Department of Homeland Security
Dallas Finance Service Center
Post Office Box 561547
Dallas, TX 75356-1547

Section G3 – Task Order (TO) Contracting Officer's Technical Representative (COTR)

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

Name: Ken Reynolds
Address: Department of Homeland Security
Office of Procurement Operations
Information Technology Acquisition Center
245 Murray Drive, Bldg 410
Washington, DC 20526
Email: ken.reynolds@dhs.gov

(b) The TO COTR will represent the TO CO in the administration of technical details within the scope of the task order. The TO 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.

EXHIBIT H – Special Task Order Requirements

Section H1 – Technical Direction

(a) Performance of the work under this Task Order shall be subject to the technical direction of the Contracting Officer's Technical Representative (COTR) identified elsewhere in this Task Order. The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which fill in details or otherwise serve to accomplish the Statement of Objectives.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the Task Order, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the Task Order.

(b) Technical direction must be within the scope of work stated in the Task Order. The COTR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Objectives;

(2) Constitutes a change as defined in the Task Order clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total price or the time required for Task Order performance;

(4) Changes any of the expressed terms, conditions or specifications of the Task Order; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the Task Order.

(c) All technical directions shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the Task Order accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the "Changes" clause of the Task Order; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the Task Order.

Section H2 – Modification Authority

Notwithstanding any of the other provisions of this Task Order, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this Task Order, or
- (c) modify any term or condition of this Task Order.

Section H3 – SubContracts/Teaming Arrangements

As prescribed in the EAGLE ordering guide.

Section H4 – Government Property for On-Site Use by Contractor

The Government may furnish, entirely at its own choice, to the Contractor certain property to be used on-site on a no-cost-for-use basis, as necessary for the technical performance of the Task Order. Said property may include, but not be limited to, on-site local area network (LAN) related support (to include LAN hookup; services and software available on the LAN; server; and mainframe), office operating supplies, and associated items. The Contractor shall use all reasonable care in protecting said property from damage or losses incurred, and will immediately advise the COTR of any repairs needed, damages or losses incurred, replacement required, etc. In no event shall any item of property, other

than office operating supplies, be relocated or disposed of without the expressed authorization of the COTR.

Section H5 – Section 508 Compliance

If applicable, Electronic and Information Technology (EIT) supplies and services acquired in this Task Order must conform to Section 508 of the Rehabilitation Act as amended. Information on Section 508 compliance can be found at <http://www.section508.gov>.

Section H6 – Software made Available for Contractor's Use

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this Contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this Task Order, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DHS's licensing agreement, the Contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

Section H7 – Contractor Performance Evaluation

(a) The Contracting Officer's Technical Representative is responsible for maintaining written records of the Contractor's performance in their assigned evaluation areas so that a fair and accurate performance evaluation is obtained. The COTR will complete a Contractor Performance Report for the work performed under the SOO within 15 calendar days after the end of the evaluation period; submission to the CO is due within 30 calendar days after the end of the evaluation period.

(b) The evaluation is provided in a scaled response format ranging from 1-4 in each performance category. The numeric ratings for all work performed are then averaged to determine the overall numeric score and associated adjectival rating.

| <u>Numeric</u> | | <u>Adjectival</u> |
|----------------|---|-------------------|
| 4 | = | Excellent |
| 3 | = | Very Good |
| 2 | = | Satisfactory |
| 1 | = | Unsatisfactory |

| <u>ADJECTIVAL RATING</u> | <u>DEFINITION</u> |
|--------------------------|--|
| EXCELLENT | Performance substantially exceeds expected levels of performance. Numerous significant achievements exist. |
| VERY GOOD | Performance exceeds expected levels and some significant achievements exist. Although some deficiencies may exist, no significant deficiencies exist. |
| SATISFACTORY | Performance meets expected levels. Minimum standards are exceeded and good practices are evident in Contract or letter of obligation operations. Achievements or deficiencies may or may not exist. No significant achievements or deficiencies exist. |
| UNSATISFACTORY | Performance is less than required. No significant achievement exists; however, significant deficiencies do exist. |

(c) Evaluation Categories:

The Contractor will receive an overall adjectival rating on its performance of work under the SOO. In evaluating the Contractor's performance, the performance measures and expectations will be assessed consistent with the factors set forth below:

1. Performance Schedule.

Conformance with schedules and deliverables as contained in the SLA; Early identification of schedule problems and inventiveness in overcoming them to maintain progress.

2. Management Performance.

Establishment of internal controls to assure proper supervision of the work force and economical completion of assigned work areas/performance objectives; coordination and cooperation with cognizant DHS officials to resolve problems that may arise in communications, planning, scheduling or other related areas; overall effective use of available resources, dependability and general coordination with the customer, including response to dynamic/urgent requirements.

3. Quality of Service.

Compliance with Contract or letter of obligation requirements; technical quality of deliverables; adherence to regulations, procedures, and guidelines.

4. Cost Control

Timely and accurate cost reporting; clarity and trace ability of cost relative to work schedule/technical progress; cost reduction/cost avoidance initiatives; and, current, accurate, complete and timely vouchers.

Section H8 – Option Exercise

The exercise of any option is contingent upon a unilateral decision by the Contracting Officer, in accordance with FAR 17.207 (c), that there is a continuing need for the Statement of Objectives, and the availability of funds. In addition, semi-annual performance evaluations will be considered.

Performance will be evaluated on a semi-annual basis. At the end of each six-month period, the contractor has one week to provide a self-assessment. The written assessment of the contractor's performance throughout the evaluation period may also contain any information that could reasonably be expected to assist in evaluating its performance. The Government will use monthly monitoring information to determine whether or not the Contractor has attained the performance expectations as identified in the Government's Quality Surveillance Plan.

Section H9 – Key Personnel

Pursuant to the clause/section entitled "Key Personnel," the Contractor's key personnel are as follows and have provided certifications of availability of proposed key personnel:

| | <u>Name</u> |
|---------------------------------|--------------------------------|
| <i>Project Manager</i> | <i>Dick Pryor</i> |
| <i>Manager Certified</i> | <i>Michael Anderson</i> |

The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any diversion or substitution of any of these individual(s). That period of time shall not be less than six (6) months.

Section H10 – Limitation of Future Contracting (from EAGLE contract)

(HSAR 3052.209-73) (JUL 2004) (Deviation)

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

(b) The nature of this conflict is relative to data center services.

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

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

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

Section H11 – Security Requirements FAR clause 52.204-2 (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.

Section H12 – Advertisements, Publicizing Awards, and News Releases

(a) 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 SECOND DATA CENTER Program Manager and the Contracting Officer. This restriction does not apply to marketing materials developed for presentation to potential government customers of this contract vehicle.

(b) The Contractor shall not post signage outside of the DHS Second Data Center Facility without the express written approval from the SECOND DATA CENTER Program Manager and the Contracting Officer.

(c) 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.

Section H13 –Limitation of Government's Obligation (May 2006)

(a) Item 0001A is incrementally funded. Items 0001B and 0002 through 0008 may also be incrementally funded, if those options are exercised. The sum of \$32,075,114 is presently available for payment and allotted to this task order under item 0001A. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the task order. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the task order for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate **75 percent** of the total amount then allotted to the task order for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s)

funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of the EAGLE contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the task order will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this task order and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this task order pursuant to the clause entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this task order in accordance with the following schedule:

| | |
|---------------------------------|-------------|
| On execution of award for | \$ |
| anticipated performance through | 32,075,114 |
| May 15, 2008 | |
| (month) (day), (year) | \$ ___TBD__ |

EXHIBIT I – Task Order Clauses

Section I1 – Clauses Incorporated by Reference

This Task Order 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.

Please see section I of the EAGLE contract for all incorporated clauses.

52.232-18 Availability of Funds (APR 1984)

| | | | |
|---|------------------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 8 |
| 2. AMENDMENT/MODIFICATION NO. P00001 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/ITAC | 7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528 | CODE DHS/OPO/ITAC |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE MAILSTOP A6N-D48 HERNDON VA 201713225 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 0778176170000 | FACILITY CODE | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00032 HSHQDC-07-J-00515 | 10B. DATED (SEE ITEM 11) 08/31/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,571,541.00

See Schedule

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

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

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

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

Tax ID Number: 75-2548221

DUNS Number: 077817617+0000

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information. This information shall not be distributed beyond the original addressees without prior authorization of the contracting officer.

The purpose of this modification is as follows:

- The accounting code for item 0001A is changed to correct the sub-object code for the \$32,075,114.00 obligation amount (see below). This is an administrative change.
- 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) Jeffrey H. Light, Sr. Contract Specialist | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Porter |
| 15B. CONTRACTOR/OFFEROR  | 16B. UNITED STATES OF AMERICA  |
| 15C. DATE SIGNED 09/25/07 | 16C. DATE SIGNED 9/25/07 |

NSN 7540-01-182-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>2. Funding in the amount of \$4,571,541.00 is hereby obligated for Item 0001A in accordance with Attachment E, Section H13 "Limitation of Government's Obligation," and performance is now anticipated through June 14, 2008. The total amount of funding for item 0001A is now \$36,646,655.00.</p> <p>3. The description of item 0001A is changed to clarify that the Contractor shall perform discovery at the DOJ Rockville and Dallas locations and the TSA Hazelwood location.</p> <p>4. The description of item 0001A is changed to clarify that 0014AN is included in the not-to-exceed amount which was inadvertently omitted in the task order.</p> <p>5. Section G2 "Billing Instructions" of Attachment E is changed to include the requirement to provide the Contracting Officer and the Contracting Officer's Technical Representative electronic copies of all invoices (see Attachment E - Revision #1).</p> <p>6. Section H13 "Limitation of Government's Obligation" of Attachment E is changed to reflect the increased amount presently available for payment under item 0001A and the date through which performance is anticipated (see Attachment E - Revision #1).</p> <p>7. Section H14 "Security Standards" is hereby added to Attachment E which incorporates DD Form 254 "Contract Security Classification Specification" as Attachment F to the task order, incorporates procedures regarding "For Official Use Only" (FOUO) as the location of the data center has been deemed as such, designates this task order and any modifications "FOUO," and sets forth the designated name of the facility as the (b (2)) (See Attachment E - Revision #1).</p> <p>FOB: Destination Period of Performance: 09/01/2007 to 06/26/2015</p> <p>Change Item 0001A to read as follows (amount shown Continued ...</p> | | | | |

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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001A | <p>is the obligated amount):</p> <p>Managed Services for Second Data Center for Base Period of September 1, 2007 through June 26, 2008 in accordance with the following: Attachment A - Schedule of Unit Prices (0001 - 0002, 0004-0008, 0010, 0013AA-0013AG, 0013AI, 0013AN, 0014AD-0014AF, 0014AN, 0014AO) Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification</p> <p>The Contractor shall perform discovery at the DOJ Rockville and Dallas locations and TSA Hazelwood location and provide a detailed report of System Identification to the COTR. The Contractor shall migrate approximately half of the equipment/workload of the DOJ sites to the 2nd data center. Once installed, the Contractor shall provide feedback to the COTR on the configuration and how it is operating. The Contractor shall provide level 2 managed services for the remaining performance period once migrated into the 2nd data center.</p> <p>Funding for this item denotes the ceiling price and is a not-to-exceed amount. The incrementally funded amount is currently \$36,646,655.00 and anticipated to cover support through June 14, 2008 (refer to Attachment E - Terms & Conditions, Section H13 Limitation of Government's Obligation). Total funding shall not exceed \$38,955,512.00 and is subject to the availability of funds. Total Line Item Value\$38,955,512.00 Requisition No: RUIO-07-00555, RUIO-07-00564</p> <p>Accounting Info: (b(2)) Funded: -\$32,075,114.00 Accounting Info: (b(2)) Funded: \$32,075,114.00 Accounting Info: (b(2))</p> | 1 | LO | 38,955,512.00 | 4,571,541.00 |

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NAME OF OFFEROR OR CONTRACTOR
ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | (b(2)) Funded: \$1,410,446.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$159,579.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$137,034.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$129,654.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$95,645.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$1,118,240.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$524,943.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$36,000.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$960,000.00 | | | | |
| | Change Item 0001B to read as follows (amount shown is the obligated amount): | | | | |
| 0001B | Managed Services "Optional Items" for Second Data Center for Base Period of September 1, 2007 through June 26, 2008 in accordance with the following: Attachment A - Schedule of Unit Prices (0003, 0009, 0011, 0012, 0013AH, 0013AJ-0013AM, 0013AO, 0014AA-0014AC, 0014AG-0014AM & 0014AO) Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Continued ... | 1 | LO | 20,826,609.82 | 0.00 |

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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Classification Specification</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$20,826,609.82. Amount: \$20,826,609.82 (Option Line Item) 05/15/2008 Total Line Item Value \$20,826,609.82</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> | | | | |
| 0002 | <p>Managed Services for Second Data Center for Option Period 1 of June 27, 2008 through June 26, 2009 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$104,924,953. Amount: \$104,924,953.00 (Option Line Item) 05/27/2008 Total Line Item Value \$104,924,953.00</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> | 1 | LO | 104,924,953.00 | 0.00 |
| 0003 | <p>Managed Services for Second Data Center for Option Period 2 of June 27, 2009 through June 26, 2010 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification</p> <p>This item may be incrementally funded, and performance may be subject to availability of Continued ...</p> | 1 | LO | 111,574,444.00 | 0.00 |

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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$111,574,444. Amount: \$111,574,444.00 (Option Line Item) 05/27/2009 Total Line Item Value \$111,574,444.00</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p> | | | | |
| 0004 | <p>Managed Services for Second Data Center for Option Period 3 of June 27, 2010 through June 26, 2011 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$109,857,891. Amount: \$109,857,891.00 (Option Line Item) 05/27/2010 Total Line Item Value \$109,857,891.00</p> <p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> | 1 | LO | 109,857,891.00 | 0.00 |
| 0005 | <p>Managed Services for Second Data Center for Option Period 4 of June 27, 2011 through June 26, 2012 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$109,240,447. Amount: \$109,240,447.00 (Option Line Item) Continued ...</p> | 1 | LO | 109,240,447.00 | 0.00 |

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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | 05/27/2011 Total Line Item Value\$109,240,447.00 Change Item 0006 to read as follows(amount shown is the obligated amount): 0006 Managed Services for Second Data Center for Option Period 5 of June 27, 2012 through June 26, 2013 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$108,353,123. Amount: \$108,353,123.00 (Option Line Item) 05/27/2012 Total Line Item Value\$108,353,123.00 Change Item 0007 to read as follows(amount shown is the obligated amount): 0007 Managed Services for Second Data Center for Option Period 6 of June 27, 2013 through June 26, 2014 in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$107,624,550. Amount: \$107,624,550.00 (Option Line Item) 05/27/2013 Total Line Item Value\$107,624,550.00 Change Item 0008 to read as follows(amount shown Continued ... | | | | |
| | | 1 | LO | 108,353,123.00 | 0.00 |
| | | 1 | LO | 107,624,550.00 | 0.00 |

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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0008 | <p>is the obligated amount):</p> <p>Managed Services for Second Data Center for Option Period 6A of June 27, 2013 through June 26, 2015, for a 24 month performance period, in accordance with the following: Attachment A - Schedule of Unit Prices Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$108,689,151. Amount: \$108,689,151.00 (Option Line Item) 05/27/2013 Total Line Item Value \$108,689,151.00</p> | 1 | LO | 108,689,151.00 | 0.00 |

TERMS & CONDITIONS

EXHIBIT B – Supplies and Services

Section B1 – Services Being Acquired

The Contractor shall furnish all qualified personnel, facilities, equipment, material and services issued under this Task Order and otherwise do all things necessary for, or incident to, the performance of this Task Order.

Items 1 through 8. Provide Managed Services for 2nd Data Center as set forth in detail in the attached Statement of Objectives (SOO). The contractor is strongly encouraged to utilize DHS FirstSource for purchases of commodities when do to so is advantageous to the government.

Section B2 – Options to Extend the Term of the Task Order

(a) The Government may unilaterally extend the term of this Task Order by written notice to the Contractor within the term of the Task Order, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the Task Order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended Task Order shall be considered to include this option provision.

(c) The total duration of this Task Order including the exercise of all below stated options under this clause shall not exceed **ninety six (96) months**. This includes the base period, the six (6) one-year option periods in Years 2 through 7 of the Task Order and the one (1) two-year option period in Years 7 & 8 of the Task Order.

(d) Should the Government exercise any options hereunder, all Contractual terms and conditions shall apply during the option(s) period as agreed to before award.

Section B3 – Option to Extend Services (FAR clause 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

EXHIBIT C – Description/Specifications/Objectives

Section C1 – Statement of Objectives

Please see Attachment D – Statement of Objectives.

EXHIBIT D – Packing and Marking

Section D1 – Packaging and Marking

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the task order by number under which the item is being delivered.

(2) Identifies the deliverable Item Number which requires the delivered item(s).

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the task order, or to the Contracting Officer.

Section D2– Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials if necessary as prescribed by the current Department of Homeland Security (DHS) directives.

EXHIBIT E – Inspection and Acceptance

Section E1 – Inspection

Inspection of all items under this Task Order shall be accomplished by the cognizant DHS Contracting Officer's Technical Representative (COTR), or any other duly authorized Government representative in addition to the Steward.

Section E2 – Acceptance

Acceptance of all work and effort under this Task Order (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

EXHIBIT F – Deliveries or Performance

Section F1 – Term of Task Order

The base period of performance for the Task Order shall be approximately ten (10) months. The total duration of this Task Order including the exercise of all options shall not exceed **ninety six (96) months** consisting of the base period, six (6) one-year option periods (Years 2 through 7 of the task order) and one (1) two-year option period in Years 7 & 8 of the task order.

The period of performance is as follows:

| | |
|------------------|---|
| Base Period | September 1, 2007 through June 26, 2008 |
| Option Period 1 | June 27, 2008 through June 26, 2009 |
| Option Period 2 | June 27, 2009 through June 26, 2010 |
| Option Period 3 | June 27, 2010 through June 26, 2011 |
| Option Period 4 | June 27, 2011 through June 26, 2012 |
| Option Period 5 | June 27, 2012 through June 26, 2013 |
| Option Period 6 | June 27, 2013 through June 26, 2014 |
| Option Period 6A | June 27, 2013 through June 26, 2015 |

Section F2 – Principal Place of Performance

The work to be completed under this Task Order will be performed at the locations designated in the EDS proposal of June 20, 2007 and all subsequent revisions; however, the principle place of performance is in Clarksville, VA.

EXHIBIT G – Task Order Administration

Section G1 – Voucher Format

- (a) Each invoice or voucher submitted shall include the following:
- 1) Task Order Number,
 - 2) Contractor Name,
 - 3) Date of Invoice,
 - 4) Invoice Number,
 - 5) Line Item(s) numbers for which charges are claimed,
 - 6) Description of line items,
 - 7) Amount Claimed for Each Line item,
 - 8) Invoice Amount,

- 9) Period Covered by Invoice
- 10) Cumulative Amount Invoiced to Date
- 11) Labor Charges shall be accompanied by the following:
 - (i) A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within Section B of this task order.
 - (ii) The invoice or voucher shall further segregate costs by Task Assignment, identifying current and cumulative billings for each Task Assignment.

(b) ODC charges shall be accompanied by a detailed listing by Task Assignment of all reimbursable other direct costs in accordance with the Payment clause in this task order.

(c) All charges for other than the DPLH expended by the Prime Contractor shall be accompanied by copies of invoices for the related charges and evidence of payment thereof. The only exception to this requirement shall be for small business concerns.

Small business concerns must have incurred the associated charges, but need not have already paid the invoices for the charges involved, prior to including them within an invoice or voucher to the Government.

Section G2 – Billing Instructions

(a) The Contractor shall submit the original invoice(s) or vouchers on a monthly basis in accordance with the Payments provisions of this task order to:

U.S. Department of Homeland Security
Dallas Finance Service Center
Post Office Box 561547
Dallas, TX 75356-1547

(b) The Contractor shall provide electronic copies of all invoices to the Contracting Officer and the Contracting Officer's Technical Representative.

Section G3 – Task Order (TO) Contracting Officer's Technical Representative (COTR)

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

Name: Ken Reynolds
Address: Department of Homeland Security
Office of Procurement Operations
Information Technology Acquisition Center
245 Murray Drive, Bldg 410
Washington, DC 20526

Email: ken.reynolds@dhs.gov

(b) The TO COTR will represent the TO CO in the administration of technical details within the scope of the task order. The TO 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.

EXHIBIT H – Special Task Order Requirements

Section H1 – Technical Direction

(a) Performance of the work under this Task Order shall be subject to the technical direction of the Contracting Officer's Technical Representative (COTR) identified elsewhere in this Task Order. The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which fill in details or otherwise serve to accomplish the Statement of Objectives.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the Task Order, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the Task Order.

(b) Technical direction must be within the scope of work stated in the Task Order. The COTR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Objectives;

(2) Constitutes a change as defined in the Task Order clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total price or the time required for Task Order performance;

(4) Changes any of the expressed terms, conditions or specifications of the Task Order; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the Task Order.

(c) All technical directions shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the Task Order accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the "Changes" clause of the Task Order; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the Task Order.

Section H2 – Modification Authority

Notwithstanding any of the other provisions of this Task Order, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this Task Order, or
- (c) modify any term or condition of this Task Order.

Section H3 – SubContracts/Teaming Arrangements

As prescribed in the EAGLE ordering guide.

Section H4 – Government Property for On-Site Use by Contractor

The Government may furnish, entirely at its own choice, to the Contractor certain property to be used on-site on a no-cost-for-use basis, as necessary for the technical performance of the Task Order. Said property may include, but not be limited to, on-site local area network (LAN) related support (to include LAN hookup; services and software available on the LAN; server; and mainframe), office operating supplies, and associated items. The Contractor shall use all reasonable care in protecting said property from damage or losses incurred, and will immediately advise the COTR of any repairs needed, damages or losses

incurred, replacement required, etc. In no event shall any item of property, other than office operating supplies, be relocated or disposed of without the expressed authorization of the COTR.

Section H5 – Section 508 Compliance

If applicable, Electronic and Information Technology (EIT) supplies and services acquired in this Task Order must conform to Section 508 of the Rehabilitation Act as amended. Information on Section 508 compliance can be found at <http://www.section508.gov>.

Section H6 – Software made Available for Contractor's Use

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this Contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this Task Order, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DHS's licensing agreement, the Contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

Section H7 – Contractor Performance Evaluation

(a) The Contracting Officer's Technical Representative is responsible for maintaining written records of the Contractor's performance in their assigned evaluation areas so that a fair and accurate performance evaluation is obtained. The COTR will complete a Contractor Performance Report for the work performed under the SOO within 15 calendar days after the end of the evaluation period; submission to the CO is due within 30 calendar days after the end of the evaluation period.

(b) The evaluation is provided in a scaled response format ranging from 1-4 in each performance category. The numeric ratings for all work performed are then averaged to determine the overall numeric score and associated adjectival rating.

| <u>Numeric</u> | | <u>Adjectival</u> |
|----------------|---|-------------------|
| 4 | = | Excellent |
| 3 | = | Very Good |
| 2 | = | Satisfactory |
| 1 | = | Unsatisfactory |

ADJECTIVAL RATING
EXCELLENT

DEFINITION

Performance substantially exceeds expected levels of performance. Numerous significant achievements exist.

VERY GOOD

Performance exceeds expected levels and some significant achievements exist. Although some deficiencies may exist, no significant deficiencies exist.

SATISFACTORY

Performance meets expected levels. Minimum standards are exceeded and good practices are evident in Contract or letter of obligation operations. Achievements or deficiencies may or may not exist. No significant achievements or deficiencies exist.

UNSATISFACTORY

Performance is less than required. No significant achievement exists; however, significant deficiencies do exist.

(c) Evaluation Categories:

The Contractor will receive an overall adjectival rating on its performance of work under the SOO. In evaluating the Contractor's performance, the performance measures and expectations will be assessed consistent with the factors set forth below:

1. Performance Schedule.

Conformance with schedules and deliverables as contained in the SLA; Early identification of schedule problems and inventiveness in overcoming them to maintain progress.

2. Management Performance.

Establishment of internal controls to assure proper supervision of the work force and economical completion of assigned work areas/performance objectives; coordination and cooperation with cognizant DHS officials to resolve problems that may arise in communications, planning, scheduling or other related areas; overall effective use of available resources, dependability and general coordination with the customer, including response to dynamic/urgent requirements.

3. Quality of Service.

Compliance with Contract or letter of obligation requirements; technical quality of deliverables; adherence to regulations, procedures, and guidelines.

4. Cost Control

Timely and accurate cost reporting; clarity and trace ability of cost relative to work schedule/technical progress; cost reduction/cost avoidance initiatives; and, current, accurate, complete and timely vouchers.

Section H8 – Option Exercise

The exercise of any option is contingent upon a unilateral decision by the Contracting Officer, in accordance with FAR 17.207 (c), that there is a continuing need for the Statement of Objectives, and the availability of funds. In addition, semi-annual performance evaluations will be considered.

Performance will be evaluated on a semi-annual basis. At the end of each six-month period, the contractor has one week to provide a self-assessment. The written assessment of the contractor's performance throughout the evaluation period may also contain any information that could reasonably be expected to assist in evaluating its performance. The Government will use monthly monitoring information to determine whether or not the Contractor has attained the performance expectations as identified in the Government's Quality Surveillance Plan.

Section H9 – Key Personnel

Pursuant to the clause/section entitled "Key Personnel," the Contractor's key personnel are as follows and have provided certifications of availability of proposed key personnel:

| | <u>Name</u> |
|---------------------------------|--------------------------------|
| <i>Project Manager</i> | <i>Dick Pryor</i> |
| <i>Manager Certified</i> | <i>Michael Anderson</i> |

The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any diversion or substitution of any of these individual(s). That period of time shall not be less than six (6) months.

Section H10 – Limitation of Future Contracting (from EAGLE contract)

(HSAR 3052.209-73) (JUL 2004) (Deviation)

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

(b) The nature of this conflict is relative to data center services.

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

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

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

Section H11 – Security Requirements FAR clause 52.204-2 (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.

Section H12 – Advertisements, Publicizing Awards, and News Releases

(a) 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 SECOND DATA CENTER Program Manager and the Contracting Officer. This restriction does not apply to marketing materials developed for presentation to potential government customers of this contract vehicle.

(b) The Contractor shall not post signage outside of the DHS Second Data Center Facility without the express written approval from the SECOND DATA CENTER Program Manager and the Contracting Officer.

(c) 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.

Section H13 –Limitation of Government's Obligation (May 2006)

(a) Item 0001A is incrementally funded. Items 0001B and 0002 through 0008 may also be incrementally funded, if those options are exercised. The sum of \$36,646,655 is presently available for payment and allotted to this task order under item 0001A. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the task order. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the task order for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate **75 percent** of the total amount then allotted to the task order for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of

additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of the EAGLE contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the task order will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this task order and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this task order pursuant to the clause entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this task order in accordance with the following schedule:

- On execution of award for anticipated performance through May 15, 2008 \$ 32,075,114
- Modification #P00001 for anticipated performance through June 14, 2008 \$4,571,541

- (month) (day), (year) TBD

Section H14 – Security Standards (September 2007)

In accordance with Attachment D – Statement of Objectives, Section 6.3.1, DD Form 254 "Contract Security Classification System" is hereby incorporated into this task order as Attachment F.

The location of the 2nd data center is deemed "For Official Use Only" (FOUO). Procedures of DHS Management Directive (MD) 11042.1 are to be followed for FOUO pursuant to Attachment F – DD Form 254 "Contract Security Classification System" reference item 10j. The task order and any modifications are designated FOUO. The name of the location is to be referred to as the (b)(2)
(b(2))

EXHIBIT I – Task Order Clauses

Section I1 – Clauses Incorporated by Reference

This Task Order 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.

Please see section I of the EAGLE contract for all incorporated clauses.

52.232-18 Availability of Funds (APR 1984)

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CONTROL AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

TOP SECRET

| | | | |
|--|---------------------|---|---------------------------------|
| 2. THIS SPECIFICATION IS FOR: (X and complete as applicable) | | 3. THIS SPECIFICATION IS: (X and complete as applicable) | |
| <input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER HSHQDC-06-D-00032 | | <input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases) 20070910 | Date (YYYYMMDD) |
| <input type="checkbox"/> b. SUBCONTRACT NUMBER | | <input type="checkbox"/> b. REVISED (Supersedes all previous specs) | Revision No. Date (YYYYMMDD) |
| <input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER | Due Date (YYYYMMDD) | <input type="checkbox"/> c. FINAL (Complete item 5 in all cases) | Date (YYYYMMDD) |

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

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

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

| | | |
|--|------------------------------|---|
| a. NAME, ADDRESS, AND ZIP CODE Electronic Data Systems Corporation 13600 EDS Drive, Mailstop A6N-D48 Herndon, VA 20171 | b. CAGE CODE 1U305 | c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE 14428 Albemarle Point Place, Suite 140 Chantilly, VA 20151-1678 |
|--|------------------------------|---|

7. SUBCONTRACTOR

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

8. ACTUAL PERFORMANCE

| | | |
|--|--------------|--|
| a. NAME, ADDRESS, AND ZIP CODE Department of Homeland Security (DHS) Washington, DC metropolitan area and contractors location (SEE ITEM 13) | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) |
|--|--------------|--|

9. GENERAL IDENTIFICATION OF THE PROCUREMENT (U) PROVIDE PROFESSIONAL DATA SUPPORT FOR THE DEPARTMENT OF HOMELAND SECURITY (DHS) DATA CENTERS.

| 10. THIS CONTRACT WILL REQUIRE ACCESS TO: | YES | NO | 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: | YES | NO |
|---|-------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|
| a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION | | <input checked="" type="checkbox"/> | a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY | | <input checked="" type="checkbox"/> |
| b. RESTRICTED DATA | | <input checked="" type="checkbox"/> | b. RECEIVE CLASSIFIED DOCUMENTS ONLY | | <input checked="" type="checkbox"/> |
| c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION | | <input checked="" type="checkbox"/> | c. RECEIVE AND GENERATE CLASSIFIED MATERIAL | | <input checked="" type="checkbox"/> |
| d. FORMERLY RESTRICTED DATA | | <input checked="" type="checkbox"/> | d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE | <input checked="" type="checkbox"/> | |
| e. INTELLIGENCE INFORMATION: | | | e. PERFORM SERVICES ONLY | | <input checked="" type="checkbox"/> |
| (1) Sensitive Compartmented Information (SCI) | | <input checked="" type="checkbox"/> | f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES | | <input checked="" type="checkbox"/> |
| (2) Non-SCI | | <input checked="" type="checkbox"/> | g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER | | <input checked="" type="checkbox"/> |
| f. SPECIAL ACCESS INFORMATION | | <input checked="" type="checkbox"/> | h. REQUIRE A COMSEC ACCOUNT | | <input checked="" type="checkbox"/> |
| g. NATO INFORMATION | | <input checked="" type="checkbox"/> | i. HAVE TEMPEST REQUIREMENTS | | <input checked="" type="checkbox"/> |
| h. FOREIGN GOVERNMENT INFORMATION | | <input checked="" type="checkbox"/> | j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS | | <input checked="" type="checkbox"/> |
| i. LIMITED DISSEMINATION INFORMATION | | <input checked="" type="checkbox"/> | k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE | | <input checked="" type="checkbox"/> |
| j. FOR OFFICIAL USE ONLY INFORMATION | <input checked="" type="checkbox"/> | | l. OTHER (Specify) See Block #13. | | |
| k. OTHER (Specify) | | <input checked="" type="checkbox"/> | | | |

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

Direct

Through (Specify):

NONE AUTHORIZED

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

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

Ref Item 8a: Contract performance is restricted to Department of Homeland Security (DHS) (

b(2)

Ref Item 10j: "Contractors shall control and safeguard FOUO in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated Jan 6, 2005. DHS contractor must sign a special Non-Disclosure Agreement before receiving access to FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (202) 447-5341."

Reference 11d: All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on "Marking Classified National Security Information" dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division, at telephone (202) 447-5340.

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

| | | | |
|-------------------------------------|-----|--------------------------|----|
| <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
|-------------------------------------|-----|--------------------------|----|

All Physical Construction of the closed area and vault must meet DCID 6/9 eligibility requirements. Per the NISPOM Chapter 5, Section 8 Construction Requirements for closed areas and vaults, in addition, it must meet NISPOM Chapter 5, Section 9 Intrusion System requirements; both of these require Cognizance Security approval to the standards of DCID 6/9. In addition, they would be required to build to DHS MD 4300 A and B National Sensitive Systems Security Handbook. The Cognizance Security approval is DHS OS Special Security Program Division (SSPD) Ken Garner, (202) 282-8643

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

| | | | |
|--------------------------|-----|-------------------------------------|----|
| <input type="checkbox"/> | Yes | <input checked="" type="checkbox"/> | No |
|--------------------------|-----|-------------------------------------|----|

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

| | | |
|--|--|---|
| a. TYPED NAME OF CERTIFYING OFFICIAL JOSE J. SALAZAR | b. TITLE PROGRAM MANAGER INDUSTRIAL SECURITY PROGRAM | c. TELEPHONE (Include Area Code) 202-447-5346 |
|--|--|---|

d. ADDRESS (Include Zip Code)
**Department of Homeland Security
301, 7th & D Street S.W.
Washington D.C. 20528**

17. REQUIRED DISTRIBUTION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input type="checkbox"/> | f. OTHERS AS NECESSARY |

e. SIGNATURE


BLOCK #13. CONTINUATIC **HEET****CONTRACT # HSHQDC-06-D-00032****Electronic Data Systems Corporation, 13600 EDS Drive, Mailstop A6N-D48, Herndon, VA 20171****CAGE CODE: 1U305**

Reference 11a. Cleared personnel are required to perform this service. All contractor personnel must be U.S. citizens, have been granted a final security clearance by the U.S. Government (**Interim Top Secret clearances are not accepted by DHS**), have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a No Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract. Classified material released or generated under this contract not releasable to foreign nationals without the expressed written permission of the CSO. Recipients of classified information under this contract may not be released to subcontractors without permission of the DHS CSO.

| | | | |
|---|---------------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE 09/26/2007 | 4. REQUISITION/PURCHASE REQ. NO. RUIO-07-00573 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/ITAC | 7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528 | CODE DHS/OPO/ITAC |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE MAILSTOP A6N-D48 HERNDON VA 201713225 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 0778176170000 | FACILITY CODE | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00032 HSHQDC-07-J-00515 | 10B. DATED (SEE ITEM 11) 08/31/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| 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 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

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

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

Tax ID Number: 75-2548221

DUNS Number: 077817617+0000

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information. This information shall not be distributed beyond the original addressees without prior authorization of the contracting officer.

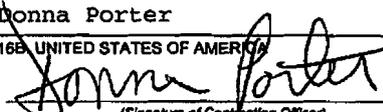
The purpose of this modification is correct accounting classifications to item 0001A as noted herein. No monetary changes to this task order result from this modification.

FOB: Destination

Period of Performance: 09/01/2007 to 06/26/2015

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) Donna Porter | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 09/26/2007 |
| (Signature of person authorized to sign) | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001A | <p>Change Item 0001A to read as follows (amount shown is the obligated amount):</p> <p>Managed Services for Second Data Center for Base Period of September 1, 2007 through June 26, 2008 in accordance with the following: Attachment A - Schedule of Unit Prices (0001 - 0002, 0004-0008, 0010, 0013AA-0013AG, 0013AI, 0013AN, 0014AD-0014AF, 0014AN, 0014AO) Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification</p> <p>The Contractor shall perform discovery at the DOJ Rockville and Dallas locations and TSA Hazelwood location and provide a detailed report of System Identification to the COTR. The Contractor shall migrate approximately half of the equipment/workload of the DOJ sites to the 2nd data center. Once installed, the Contractor shall provide feedback to the COTR on the configuration and how it is operating. The Contractor shall provide level 2 managed services for the remaining performance period once migrated into the 2nd data center.</p> <p>Funding for this item denotes the ceiling price and is a not-to-exceed amount. The incrementally funded amount is currently \$36,646,655.00 and anticipated to cover support through June 14, 2008 (refer to Attachment E - Terms & Conditions, Section H13 Limitation of Government's Obligation). Total funding shall not exceed \$38,955,512.00 and is subject to the availability of funds. Total Line Item Value \$38,955,512.00</p> <p>Accounting Info: (b(2)) Funded: \$0.00 Accounting Info: (b(2)) Funded: \$0.00 Accounting Info: Continued ...</p> | 1 | LO | 38,955,512.00 | 0.00 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | (b(2)) Funded: -\$1,410,446.00 Accounting Info: | | | | |
| | (b(2)) Funded: -\$159,579.00 Accounting Info: | | | | |
| | (b(2)) Funded: -\$137,034.00 Accounting Info: | | | | |
| | (b(2)) Funded: -\$129,654.00 Accounting Info: | | | | |
| | (b(2)) Funded: -\$95,645.00 Accounting Info: | | | | |
| | (b(2)) Funded: -\$1,118,240.00 Accounting Info: | | | | |
| | (b(2)) Funded: -\$524,943.00 Accounting Info: | | | | |
| | (b(2)) Funded: -\$36,000.00 Accounting Info: | | | | |
| | (b(2)) Funded: -\$960,000.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$4,571,541.00 | | | | |

| | | | |
|---|------------------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 5 |
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/ITAC | 7. ADMINISTERED BY (if other than item 6) Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528 | CODE DHS/OPO/ITAC |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE MAILSTOP A6N-D48 HERNDON VA 201713225 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 0778176170000 | FACILITY CODE | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00032 HSHQDC-07-J-00515 | 10B. DATED (SEE ITEM 11) 08/31/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 See Schedule Net Increase: \$2,614,934.11

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

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

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

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

Tax ID Number: 75-2548221
 DUNS Number: 077817617+0000

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information. This information shall not be distributed beyond the original addressees without prior authorization of the contracting officer.

The purpose of this modification is as follows:

1. The description of item 0001A is hereby modified to include migration of approximately 20% of the equipment/workload of the TSA Hazelwood location and associated level 2 managed
 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) JEFFREY H LIGHT SR. CONTRACT SPECIALIST | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Denna Porter |
| 15B. CONTRACTOR/OFFEROR <i>[Signature]</i> | 15C. DATE SIGNED SEP 29, 2007 |
| 16B. UNITED STATES OF AMERICA <i>[Signature]</i> | 16C. DATE SIGNED 9/29/07 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001A | <p>services for the remaining performance period once migrated into the 2nd data center. As a result, the not-to-exceed amount is changed to read \$39,261,589.11 in lieu of \$38,955,512.00. Consequently, the amount of item 0001B for "optional items" is changed to read \$20,520,532.71 in lieu of \$20,826,609.82.</p> <p>2. Funding in the amount of \$2,614,934.11 is hereby obligated for Item 0001A in accordance with Attachment E, Section H13 "Limitation of Government's Obligation," and performance is now anticipated through the completion date of the base period, June 26, 2008. Item 0001A is increased from \$36,464,655.00 and is now fully funded in the not-to-exceed amount of \$39,261,589.11.</p> <p>3. Section H13 "Limitation of Government's Obligation" of Attachment E is changed to reflect the increased amount presently available for payment under item 0001A and the date through which performance is anticipated (see Attachment E - Revision #2). Item 0001A is now fully funded.</p> <p>No changes in the total not-to-exceed ceiling amount of this task order result from the above. FOB: Destination Period of Performance: 09/01/2007 to 06/26/2015</p> <p>Change Item 0001A to read as follows (amount shown is the obligated amount):</p> <p>Managed Services for Second Data Center for Base Period of September 1, 2007 through June 26, 2008 in accordance with the following: Attachment A - Schedule of Unit Prices (0001 - 0002, 0004-0008, 0010, 0013AA-0013AG, 0013AI, 0013AN, 0014AD-0014AF, 0014AN, 0014AO) Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Classification Specification</p> <p>The Contractor shall perform discovery at the DOJ Rockville and Dallas locations and TSA Hazelwood location and provide a detailed report of System Identification to the COTR. The Contractor shall Continued ...</p> | 1 | LO | 39,261,589.11 | 2,614,934.11 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00032/HSHQDC-07-J-00515/P00003

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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | (b(2)) Funded: \$0.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$0.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$0.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$0.00 Accounting Info: | | | | |
| | (b(2)) Funded: \$549,545.21 Accounting Info: | | | | |
| | (b(2)) Funded: \$816,523.20 Accounting Info: | | | | |
| | (b(2)) Funded: \$118,865.70 Accounting Info: | | | | |
| | (b(2)) Funded: \$1,130,000.00 | | | | |
| | Change Item 0001B to read as follows (amount shown is the obligated amount): | | | | |
| 0001B | Managed Services "Optional Items" for Second Data Center for Base Period of September 1, 2007 through June 26, 2008 in accordance with the following: Attachment A - Schedule of Unit Prices (0003, 0009, 0011, 0012, 0013AH, 0013AJ-0013AM, 0013AO, 0014AA-0014AC, 0014AG-0014AM & 0014AO) Attachment B - Unit Descriptions Attachment C - Unique Labor Categories Attachment D - Statement of Objectives Attachment E - Terms and Conditions - Revision #1 Attachment F - DD Form 254 Contract Security Continued ... | 1 | LO | 20,520,532.71 | 0.00 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00032/HSHQDC-07-J-00515/P00003

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NAME OF OFFEROR OR CONTRACTOR
 ELECTRONIC DATA SYSTEMS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Classification Specification</p> <p>This item may be incrementally funded, and performance may be subject to availability of funds. Funding for this item denotes the ceiling price and is a not-to-exceed amount. Total funding shall not exceed \$20,520,532.71. Amount: \$20,520,532.71 (Option Line Item) 05/15/2008 Total Line Item Value\$20,520,532.71</p> | | | | |

TERMS & CONDITIONS

EXHIBIT B – Supplies and Services

Section B1 – Services Being Acquired

The Contractor shall furnish all qualified personnel, facilities, equipment, material and services issued under this Task Order and otherwise do all things necessary for, or incident to, the performance of this Task Order.

Items 1 through 8. Provide Managed Services for 2nd Data Center as set forth in detail in the attached Statement of Objectives (SOO). The contractor is strongly encouraged to utilize DHS FirstSource for purchases of commodities when do to so is advantageous to the government.

Section B2 – Options to Extend the Term of the Task Order

(a) The Government may unilaterally extend the term of this Task Order by written notice to the Contractor within the term of the Task Order, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the Task Order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended Task Order shall be considered to include this option provision.

(c) The total duration of this Task Order including the exercise of all below stated options under this clause shall not exceed **ninety six (96) months**. This includes the base period, the six (6) one-year option periods in Years 2 through 7 of the Task Order and the one (1) two-year option period in Years 7 & 8 of the Task Order.

(d) Should the Government exercise any options hereunder, all Contractual terms and conditions shall apply during the option(s) period as agreed to before award.

Section B3 – Option to Extend Services (FAR clause 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

EXHIBIT C – Description/Specifications/Objectives

Section C1 – Statement of Objectives

Please see Attachment D – Statement of Objectives.

EXHIBIT D – Packing and Marking

Section D1 – Packaging and Marking

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the task order by number under which the item is being delivered.

(2) Identifies the deliverable Item Number which requires the delivered item(s).

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the task order, or to the Contracting Officer.

Section D2– Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials if necessary as prescribed by the current Department of Homeland Security (DHS) directives.

EXHIBIT E – Inspection and Acceptance

Section E1 – Inspection

Inspection of all items under this Task Order shall be accomplished by the cognizant DHS Contracting Officer's Technical Representative (COTR), or any other duly authorized Government representative in addition to the Steward.

Section E2 – Acceptance

Acceptance of all work and effort under this Task Order (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

EXHIBIT F – Deliveries or Performance

Section F1 – Term of Task Order

The base period of performance for the Task Order shall be approximately ten (10) months. The total duration of this Task Order including the exercise of all options shall not exceed **ninety six (96) months** consisting of the base period, six (6) one-year option periods (Years 2 through 7 of the task order) and one (1) two-year option period in Years 7 & 8 of the task order.

The period of performance is as follows:

| | |
|------------------|---|
| Base Period | September 1, 2007 through June 26, 2008 |
| Option Period 1 | June 27, 2008 through June 26, 2009 |
| Option Period 2 | June 27, 2009 through June 26, 2010 |
| Option Period 3 | June 27, 2010 through June 26, 2011 |
| Option Period 4 | June 27, 2011 through June 26, 2012 |
| Option Period 5 | June 27, 2012 through June 26, 2013 |
| Option Period 6 | June 27, 2013 through June 26, 2014 |
| Option Period 6A | June 27, 2013 through June 26, 2015 |

Section F2 – Principal Place of Performance

The work to be completed under this Task Order will be performed at the locations designated in the EDS proposal of June 20, 2007 and all subsequent revisions; however, the principle place of performance is in Clarksville, VA.

EXHIBIT G – Task Order Administration

Section G1 – Voucher Format

- (a) Each invoice or voucher submitted shall include the following:
- 1) Task Order Number,
 - 2) Contractor Name,
 - 3) Date of Invoice,
 - 4) Invoice Number,
 - 5) Line Item(s) numbers for which charges are claimed,
 - 6) Description of line items,
 - 7) Amount Claimed for Each Line item,
 - 8) Invoice Amount,

- 9) Period Covered by Invoice
- 10) Cumulative Amount Invoiced to Date
- 11) Labor Charges shall be accompanied by the following:

- (i) A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within Section B of this task order.
- (ii) The invoice or voucher shall further segregate costs by Task Assignment, identifying current and cumulative billings for each Task Assignment.

(b) ODC charges shall be accompanied by a detailed listing by Task Assignment of all reimbursable other direct costs in accordance with the Payment clause in this task order.

(c) All charges for other than the DPLH expended by the Prime Contractor shall be accompanied by copies of invoices for the related charges and evidence of payment thereof. The only exception to this requirement shall be for small business concerns.

Small business concerns must have incurred the associated charges, but need not have already paid the invoices for the charges involved, prior to including them within an invoice or voucher to the Government.

Section G2 – Billing Instructions

(a) The Contractor shall submit the original invoice(s) or vouchers on a monthly basis in accordance with the Payments provisions of this task order to:

U.S. Department of Homeland Security
Dallas Finance Service Center
Post Office Box 561547
Dallas, TX 75356-1547

(b) The Contractor shall provide electronic copies of all invoices to the Contracting Officer and the Contracting Officer's Technical Representative.

Section G3 – Task Order (TO) Contracting Officer's Technical Representative (COTR)

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

Name: Ken Reynolds
Address: Department of Homeland Security
Office of Procurement Operations
Information Technology Acquisition Center
245 Murray Drive, Bldg 410
Washington, DC 20526

Email: ken.reynolds@dhs.gov

(b) The TO COTR will represent the TO CO in the administration of technical details within the scope of the task order. The TO 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.

EXHIBIT H – Special Task Order Requirements

Section H1 – Technical Direction

(a) Performance of the work under this Task Order shall be subject to the technical direction of the Contracting Officer's Technical Representative (COTR) identified elsewhere in this Task Order. The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which fill in details or otherwise serve to accomplish the Statement of Objectives.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the Task Order, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the Task Order.

(b) Technical direction must be within the scope of work stated in the Task Order. The COTR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Objectives;

(2) Constitutes a change as defined in the Task Order clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total price or the time required for Task Order performance;

(4) Changes any of the expressed terms, conditions or specifications of the Task Order; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the Task Order.

(c) All technical directions shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the Task Order accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the "Changes" clause of the Task Order; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the Task Order.

Section H2 – Modification Authority

Notwithstanding any of the other provisions of this Task Order, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this Task Order, or
- (c) modify any term or condition of this Task Order.

Section H3 – SubContracts/Teaming Arrangements

As prescribed in the EAGLE ordering guide.

Section H4 – Government Property for On-Site Use by Contractor

The Government may furnish, entirely at its own choice, to the Contractor certain property to be used on-site on a no-cost-for-use basis, as necessary for the technical performance of the Task Order. Said property may include, but not be limited to, on-site local area network (LAN) related support (to include LAN hookup; services and software available on the LAN; server; and mainframe), office operating supplies, and associated items. The Contractor shall use all reasonable care in protecting said property from damage or losses incurred, and will immediately advise the COTR of any repairs needed, damages or losses

incurred, replacement required, etc. In no event shall any item of property, other than office operating supplies, be relocated or disposed of without the expressed authorization of the COTR.

Section H5 – Section 508 Compliance

If applicable, Electronic and Information Technology (EIT) supplies and services acquired in this Task Order must conform to Section 508 of the Rehabilitation Act as amended. Information on Section 508 compliance can be found at <http://www.section508.gov>.

Section H6 – Software made Available for Contractor's Use

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this Contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this Task Order, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DHS's licensing agreement, the Contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

Section H7 – Contractor Performance Evaluation

(a) The Contracting Officer's Technical Representative is responsible for maintaining written records of the Contractor's performance in their assigned evaluation areas so that a fair and accurate performance evaluation is obtained. The COTR will complete a Contractor Performance Report for the work performed under the SOO within 15 calendar days after the end of the evaluation period; submission to the CO is due within 30 calendar days after the end of the evaluation period.

(b) The evaluation is provided in a scaled response format ranging from 1-4 in each performance category. The numeric ratings for all work performed are then averaged to determine the overall numeric score and associated adjectival rating.

| <u>Numeric</u> | | <u>Adjectival</u> |
|----------------|---|-------------------|
| 4 | = | Excellent |
| 3 | = | Very Good |
| 2 | = | Satisfactory |
| 1 | = | Unsatisfactory |

ADJECTIVAL RATING
EXCELLENT

DEFINITION

Performance substantially exceeds expected levels of performance. Numerous significant achievements exist.

VERY GOOD

Performance exceeds expected levels and some significant achievements exist. Although some deficiencies may exist, no significant deficiencies exist.

SATISFACTORY

Performance meets expected levels. Minimum standards are exceeded and good practices are evident in Contract or letter of obligation operations. Achievements or deficiencies may or may not exist. No significant achievements or deficiencies exist.

UNSATISFACTORY

Performance is less than required. No significant achievement exists; however, significant deficiencies do exist.

(c) Evaluation Categories:

The Contractor will receive an overall adjectival rating on its performance of work under the SOO. In evaluating the Contractor's performance, the performance measures and expectations will be assessed consistent with the factors set forth below:

1. Performance Schedule.

Conformance with schedules and deliverables as contained in the SLA; Early identification of schedule problems and inventiveness in overcoming them to maintain progress.

2. Management Performance.

Establishment of internal controls to assure proper supervision of the work force and economical completion of assigned work areas/performance objectives; coordination and cooperation with cognizant DHS officials to resolve problems that may arise in communications, planning, scheduling or other related areas; overall effective use of available resources, dependability and general coordination with the customer, including response to dynamic/urgent requirements.

3. Quality of Service.

Compliance with Contract or letter of obligation requirements; technical quality of deliverables; adherence to regulations, procedures, and guidelines.

4. Cost Control

Timely and accurate cost reporting; clarity and trace ability of cost relative to work schedule/technical progress; cost reduction/cost avoidance initiatives; and, current, accurate, complete and timely vouchers.

Section H8 – Option Exercise

The exercise of any option is contingent upon a unilateral decision by the Contracting Officer, in accordance with FAR 17.207 (c), that there is a continuing need for the Statement of Objectives, and the availability of funds. In addition, semi-annual performance evaluations will be considered.

Performance will be evaluated on a semi-annual basis. At the end of each six-month period, the contractor has one week to provide a self-assessment. The written assessment of the contractor's performance throughout the evaluation period may also contain any information that could reasonably be expected to assist in evaluating its performance. The Government will use monthly monitoring information to determine whether or not the Contractor has attained the performance expectations as identified in the Government's Quality Surveillance Plan.

Section H9 – Key Personnel

Pursuant to the clause/section entitled "Key Personnel," the Contractor's key personnel are as follows and have provided certifications of availability of proposed key personnel:

| | <u>Name</u> |
|---------------------------------|--------------------------------|
| <i>Project Manager</i> | <i>Dick Pryor</i> |
| <i>Manager Certified</i> | <i>Michael Anderson</i> |

The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any diversion or substitution of any of these individual(s). That period of time shall not be less than six (6) months.

Section H10 – Limitation of Future Contracting (from EAGLE contract)

(HSAR 3052.209-73) (JUL 2004) (Deviation)

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

(b) The nature of this conflict is relative to data center services.

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

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

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

Section H11 – Security Requirements FAR clause 52.204-2 (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.

Section H12 – Advertisements, Publicizing Awards, and News Releases

(a) 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 SECOND DATA CENTER Program Manager and the Contracting Officer. This restriction does not apply to marketing materials developed for presentation to potential government customers of this contract vehicle.

(b) The Contractor shall not post signage outside of the DHS Second Data Center Facility without the express written approval from the SECOND DATA CENTER Program Manager and the Contracting Officer.

(c) 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.

Section H13 –Limitation of Government's Obligation (May 2006)

(a) Item 0001A is now fully funded. Items 0001B and 0002 through 0008 may be incrementally funded, if those options are exercised. The sum of \$39,261,589.11 is presently available for payment and allotted to this task order under item 0001A. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the task order. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the task order for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate **75 percent** of the total amount then allotted to the task order for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of

additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of the EAGLE contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the task order will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this task order and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this task order pursuant to the clause entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this task order in accordance with the following schedule:

- On execution of award for anticipated performance through May 15, 2008 \$ 32,075,114
- Modification #P00001 for anticipated performance through June 14, 2008 \$4,571,541

- Modification #P00003 for anticipated performance through June 26, 2008 – fully funded amount for item 0001A \$2,614,934.11
- (month) (day), (year) TBD

Section H14 – Security Standards (September 2007)

In accordance with Attachment D – Statement of Objectives, Section 6.3.1, DD Form 254 "Contract Security Classification System" is hereby incorporated into this task order as Attachment F.

The location of the 2nd data center is deemed "For Official Use Only" (FOUO). Procedures of DHS Management Directive (MD) 11042.1 are to be followed for FOUO pursuant to Attachment F – DD Form 254 "Contract Security Classification System" reference item 10j. The task order and any modifications are designated FOUO. The name of the location is to be referred to as the (b(2)) (b(2))

EXHIBIT I – Task Order Clauses

Section I1 – Clauses Incorporated by Reference

This Task Order 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.

Please see section I of the EAGLE contract for all incorporated clauses.

52.232-18 Availability of Funds (APR 1984)