

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 21, 24, & 29				1 REQUISITION NUMBER	PAGE OF	
2 CONTRACT NO HSHQDC-08-J-00024				R11A-08-00023	1	12
3 AWARD EFFECTIVE DATE		4 ORDER NUMBER		5 SOLICITATION NUMBER		6 SOLICITATION ISSUE DATE
		HSHQDC-08-J-00017				
7 FOR SOLICITATION INFORMATION CALL:		8 NAME		9 TELEPHONE NUMBER (PAC (0000) CALL)		10 OFFER DUE DATE/LOCAL TIME
		Erik Stephenson		202-447-(b)(2)		
9 ISSUED BY				10 THIS ACQUISITION IS		
CODE DHS/CPO/ITAC				X UNRESTRICTED OR		
Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528				SET ASIDE		
				SMALL BUSINESS		
				EMERGING SMALL BUSINESS		
				NAICS		
				HUBZONE SMALL BUSINESS		
				SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		
				SIZE STANDARD:		
				R/A		
11 DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE		12 DISCOUNT TERMS		13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b RATING
		Net 30				
14 DELIVER TO		15 ADMINISTERED BY		16 METHOD OF SOLICITATION		
CODE DHS/MURRAY LANE		CODE DHS/CPO/ITAC		RFP		
Department of Homeland Security 245 Murray Lane, SW Building 410 Washington DC 20528		Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528				
17a CONTRACTOR OFFEROR		17b PAYMENT WILL BE MADE BY		CODE DHS-MANAGEMENT		
CODE 6103202150000		CODE				
GENERAL DYNAMICS ONE SOURCE LLC 3211 BERMANTOWN ROAD FAIRFAX VA 22030		Department of Homeland Security Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410 Washington DC 20528				
17c TELEPHONE NO				18b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		
				18c SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED		
				SEE ADDENDUM		
19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	DUNS Number: 610320215+0000 The purpose of this Time and Materials task order is to acquire operations and data communications technical support for the period of performance of November 20, 2007 through January 31, 2008. The General Dynamics One Source quotation dated November 16, 2007 is hereby incorporated by reference into this task order. All tasks contained the Statement of Work (SOW) shall be performed with the technical requirements specified herein. This task order has a NOT TO (Use Reverse and/or Attach Additional Sheets as Necessary)					
25 ACCOUNTING AND APPROPRIATION DATA				26 TOTAL AWARD AMOUNT (For Govt. Use Only)		
0000 MA07 10 1002 0910 2572				50.00		
27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4, FAR 52 212-3 AND 52 212-5 ARE ATTACHED. ADDENDUM ARE ARE NOT ATTACHED						
27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4, FAR 52 212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED						
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29 AWARD OF CONTRACT REF DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		
30a SIGNATURE OF OFFEROR/CONTRACTOR				31a UNITED STATES OF AMERICA: SIGNATURE OF CONTRACTING OFFICER		
( b(6) )				( b(6) )		
30b NAME AND TITLE OF SIGNER (Type or print)		30c DATE SIGNED		31b NAME OF CONTRACTING OFFICER (Type or print)		31c DATE SIGNED
Justin Blank Sr. Contracts Administrator		11/19/07		Irma L. Scott		11/19/2007
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE				STANDARD FORM 1648 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 53.212		

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	EXCEED ceiling amount of \$393,185.40. The total amount of the task order base period and all option periods is \$393,185.40.  Period of Performance: 11/20/2007 to 01/31/2008				
0001	Infrastructure Operations Mission Critical Infrastructure support through January 2008  Accounting Info: ( b(2) ) ( b(4) ) (Subject to Availability of Funds)	1	LO	( b(4) )	( b(4) )
0002	Option Period I Infrastructure Operations Mission Critical Infrastructure support  Period of Performance: 02/01/2008 through 02/29/2008 Amount: ( b(4) ) (Option Line Item) 01/31/2008  Accounting Info: ( b(2) ) ( b(4) ) Subject to Availability of Funds  The total amount of award: \$393,185.40. The obligation for this award is shown in box 26.	1	LO	( b(4) )	( b(4) )

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			COMPLETE PARTIAL FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE RECD (YY/MM/DD)	42d. TOTAL CONTAINERS

**DEPARTMENT OF HOMELAND SECURITY**  
**Office of the Chief Information Officer**  
**Infrastructure Technology Services Office**  
**Enterprise Services Division**

**STATEMENT OF WORK (SOW)**

**1. PROJECT TITLE:** DHS SECURE/NON-SECURE AV/VTC and HSIN-S Operations & Data Communications Support

**2. BACKGROUND:** In December 2002 the Office of the Chief Information Officer (OCIO) deployed the first phase of the DHS Secure Initiative to all State Emergency Operations Centers (EOC's). The purpose of this initiative was to provide the Office of Homeland Security with a secure means of communicating with the various State Governors which included secure video teleconferencing, secure voice, and secure facsimile capabilities (i.e. DHS Secure Initiative).

In mid-2004 the OCIO was asked to assist in the development of a secure data network within the United States. After a review of the requirement and availability of existing DHS capabilities it was agreed to utilize the existing resources of the DHS Secure Initiative already in place, specifically utilizing the video teleconferencing component of the DHS Secure Initiative. DHS OCIO then tasked the Mission Critical Infrastructure Operations (MCIO) Team with providing this support. Therefore, MCIO has a need to provide on-going support to the current systems in place. In addition, DHS has identified the need for the expansion and enhancement of the system and operational capabilities.

**3. SCOPE:** The Contractor shall provide operations and data communications technical support to all DHS' Audio/ Video Teleconferencing (AV/VTC) sites and HSIN-S sites. This Task Order falls under Functional Area 2 – Operations and Maintenance. The purpose of this task order is to obtain and ensure above mentioned services are provided until transition to ITNOVA is completed.

**4. TRAVEL:** Contractor travel is anticipated. Travel will be within the Continental United States (CONUS) and U.S. Territories. The Contractor shall be reimbursed for actual travel costs only in accordance with the provisions and rates contained in the Federal Travel Regulation (FTR). The Contractor shall not be reimbursed for local travel, which is defined as travel to and from the Contractor personnel's home and primary work site.

The Contractor shall coordinate specific travel arrangements with the COTR and obtain advance, written approval for the travel about to be conducted. The Contractor's request shall be in writing and contain the dates, locations and estimated costs of the travel.

The Government anticipates estimated Travel costs to be a Not-to-Exceed value of \$10,000.00 per Optional Task Option Period.

## **5. SPECIFIC TASKS:**

### **5.1 Task Order Management Plan**

The Contractor shall provide a Task Order Management Plan that describes the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule required throughout Task Order execution.

### **5.2 Server Administration:**

The Contractor shall provide server administration support that includes, but is not limited to,

- 5.1 User Account management, Back-up administration, security administration, installing and configuring updated software patches,
- 5.1 Management of servers (e.g. are up and available and meet DHS security requirements).

### **5.3 User Administration:**

The Contractor shall provide user administration support that includes, but is not limited to,

- 5.3.1 Management of a fully integrated secure communications capability, including voice, data and video.
- 5.3.2 Creation and management of User Accounts, verifying that Users are cleared to access systems, creating new accounts, setting up secure phone equipment, laptops, video and other equipment accounts,
- 5.3.3 Configuration, testing, and management of workstations for deployment to remote site locations.
- 5.3.4 Management of currently deployed remote workstations

### **5.4 Portal Administration:**

The Contractor shall provide portal administration support that includes, but is not limited to,

- 5.4.1 Ensuring the availability of the web-based portal applications, verifying that the portal meets current DHS security policies, back-up, installing and updating software patches.

### **5.5 Data Base Administration:**

The Contractor shall provide data base administration support that includes, but is not limited to,

- 5.5.1 Managing the SQL databases,
- 5.5.2 Ensuring the availability of the web-based portal applications, verifying that the portal meets current DHS security policies, backing-up data, installing and updating software patches,
- 5.5.3 Development, implementation, and maintenance of databases.

### **5.6 Engineering Services:**

The Contractor shall provide engineering services support that includes, but is not limited to,

- 5.6.1 Updating the design and engineering plans for DHS's AV/VTC sites and HSIN-S sites,

- 5.6.2 Updating initial design and implementing project plans, VISO diagram, current and intended systems changes,
- 5.6.3 Providing Certification & Accreditation (C&A) package updates,
- 5.6.4 Ensuring that documentation meets the DHS policy for work configuration management.

**5.7 Audit Reports Support:**

The Contractor shall provide audit reports support that includes, but is not limited to,

- 5.7.1 Reviewing current performance, status and/or audit requirement documentation for completion, compliance, consistency, and accuracy in accordance with Federal, DHS and MCIO policies.
- 5.7.2 Updating current performance, status and/or audit requirement documentation in order to align to current and future MCIO requirements.
- 5.7.3 Developing, implementing and managing new performance, status, and/or audit reporting requirements.
- 5.7.4 Managing performance, status, and/or audit reporting requirements.

**5.8 Systems Integration Support:**

The Contractor shall provide system integration support that includes, but is not limited to,

- 5.8.1 Ensuring that all new implementations are within DHS standards for integration with internal DHS components and other Agencies.
- 5.8.2 Integration of additional/enhanced features, infrastructure.

**5.9 Equipment Management/Inventory/Maintenance:**

The Contractor shall provide equipment management/inventory/maintenance support that includes, but is not limited to,

- 5.9.1 Developing, implementing, and managing of all DHS enterprise secure and non-secure equipment inventory system,
- 5.9.2 Developing a consolidated inventory of all secure and non-secure equipment.

**The Government currently estimates a Level of Effort (LOE) of eleven (11) Full time equivalents. To perform task 5.1 through 5.9.**

**6. DELIVERABLES AND DELIVERY SCHEDULE:**

Deliverable	Description	Delivery Date
Task Order Management Plan	The Task Order Management Plan describes the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule required throughout Task Order execution.	Ten (10) days after Award
Monthly Status	This narrative report shall include, but not be limited to, the overall status, and any additional recommendations	Monthly on the

Deliverable	Description	Delivery Date
Report	to increase the program implementation or technical efficiency.	10 <sup>th</sup> of every month
Cost Report	A monthly report that includes, at a minimum, man-hour cost data (by labor category), accumulated funds, funding spent, and balance remaining	Monthly – on the 10 <sup>th</sup> of every month
Weekly Status Report	<p>A weekly report that reflects the tasks and actions completed during the period of time in question for each individual performing under this Task Order. At a minimum, the report shall include:</p> <ul style="list-style-type: none"> <li>a. A description of the tasks completed and a forecast of tasks</li> <li>b. Issues/problems encountered and recommended solutions</li> <li>c. Action item tracking and resolution</li> </ul>	Weekly – on the Friday of every week.

All Deliverables shall be submitted by the Contractor in electronic copy and to the Points of Contact identified in this Statement of Work. Electronic copies shall be compatible with a PC operating in a Windows environment using Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Project, and Microsoft Access. Electronic copies may be provided on a CD as agreed by both parties. When electronic submission is used the Contractor shall ensure appropriate measures are used for security and encryption of transmission of the information.

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

**7. GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION:**

**7.1 Government Furnished Information (GFI):**

The Government shall provide the Contractor the following GFI.

Item
DHS Policies and Procedures
Organizational Charts
Engineering plans, project plans, and VISO diagram

**7.2 Government Furnished Equipment (GFE):** The Government will furnish the necessary equipment to ensure the Contractor has a sufficient means to perform the work as outlined in this Task Order. GFE may include, but is not limited to, laptop or computer, telephone and

blackberry. Access to this GFE, electronic mail and voice mail shall only be provided once the Contractor personnel passes any required background and security checks as outlined in this Task Order.

**8. PLACE OF PERFORMANCE:** The work performed under this Task Order shall be performed on-site at the following Government site.

19844 BLUE RIDGE MOUNTAIN ROAD  
(b(2) )  
BLUEMONT, VA 20135

**Working Hours:** The standard workday for Contractor personnel shall be from 7:00 AM to 5:00 PM. Tasks may in the event of a crisis situation and or a permanent change in day to day operations require Contractor to provide 24x7 support.

**Work Space:** The Government will provide the on-site work space needed for the Contractor to perform the work as outlined under this Task Order. The Government may provide work space, on an as-available basis, while traveling in performance of this Task Order.

## **9. PERIOD OF PERFORMANCE**

The base period of performance for this task order is November 22, 2007 through January 31, 2008. There is one task order option. The task order option period is February 1, 2008 through February 29, 2008.

## **10. CONTRACTOR PERSONNEL AND REQUIREMENTS**

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

personnel are replaced.

**11. IDENTIFICATION BADGES**

The Contractor employees shall not begin working under this task order until all security forms have been properly completed and submitted. All Contractor employees shall be required to wear identification badges when working in Government facilities.

**12. FEDERAL ACQUISITION REGULATION (FAR) CONTRACT CLAUSES**

**12.1 FAR 52.204-2 Security Requirements (Aug 1996)**

- (a) This clause applies to the extent that this contract involves access to information classified as "Classified".
- (b) The Contractor shall comply with—
  - (1) The Security Agreement (DD Form 254), 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.

**12.2 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of Clause)

**12.3 FAR 52.217-4 Evaluation of Options Exercised at Time of Contract Award. (JUNE 1988)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award. (End of Clause)



#### **12.4 FAR 2.217-8 Option to Extend Services. (NOV 1999)**

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

#### **12.5 FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 months.

#### **13.0 Homeland Security Acquisition Regulation (HSAR) Contract Clauses**

**13.1 SECURITY FOR CLASSIFIED AND SENSITIVE REQUIREMENTS:** All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract. Potential for upgrade to Confidential, SBU, Secret, Top Secret, and Top Secret - SCI will be required for certain positions or as required by DHS security. The Government, may, at the discretion of the cognizant security officer, accept TS-cleared individuals pending SCI. All personnel will undergo a screening by the Government and be formally accepted by the COTR prior to beginning work.

**13.1.2 General:** Performance of this contract requires the Contractor to gain access to classified National Security Information (includes documents and material) and sensitive but unclassified (SBU) information. Classified information is Government information which requires protection in accordance with Executive Order 12958, National Security Information (NSI) as amended and supplemental directives. SBU is unclassified information for official use only. Contractor employees that do not have a security clearance and require access to SBU information will be given a suitability determination. Requirements for suitability determination are defined in paragraph 10.6, security language for SBU contracts.

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 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.

### **13.3 HSAR 3052.204-71 (Alt. 1) CONTRACTOR EMPLOYEE ACCESS (JUN 2006)**

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

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

favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information,

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

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

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

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

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

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

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

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

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

(End of clause)

#### **13.4 HSAR 3052.204-71, Implementing Instructions for Compliance with “Contractor Employee Access”**

Department of Homeland Security Acquisition Regulation (HSAR) clause 3052.204-71 requires that contractor personnel requiring unescorted access to government facilities, access to sensitive information, or access to government information technology (IT) resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract.

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

Contractor employees will be given a suitability determination unless this requirement is waived under Departmental procedures.

##### **13.4.1 ADDITIONAL INFORMATION FOR CLASSIFIED CONTRACTS:**

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

The Contractor shall abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, an attachment to the contract, and the National Industrial Security Program Operating Manual (NISPOM) for protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service.

## **13.4.2. CONTRACTOR PERSONNEL**

### **EMPLOYMENT ELIGIBILITY**

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

Standard Form (SF) 85P, "Questionnaire for Public Trust Positions"

FD-258 fingerprint cards

DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement". Required of all applicable contractor personnel.

DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act (FCRA)".

### **13.4.3 CONTINUED ELIGIBILITY**

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

### **13.4.4 TERMINATION**

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

### **13.4.5 SUITABILITY DETERMINATION**

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

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is

allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

#### **13.4.6 BACKGROUND INVESTIGATIONS**

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

Standard Form 85P, "Questionnaire for Public Trust Positions"

FD Form 258, "Fingerprint Card" (2 copies)

DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"

DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

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

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

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

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

#### **13.4.7 ALTERNATIVE CITIZENSHIP REQUIREMENTS FOR NON-IT CONTRACTS**

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

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

#### **13.4.8 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. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

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

#### **13.4.9 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

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

#### **13.5 HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCE.**

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

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

(1) Within 15 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach

contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

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

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

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

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

(End of clause)



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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

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

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

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

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

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

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

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

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

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

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: \_\_\_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

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

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

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

(End of provision)

### **13.7 HSAR 3052.209-72 Organizational Conflict of Interest.**

**Determination.** The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Contractors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is that the Contractor will have access to a myriad of documents and decisions that will support IT infrastructure plans, policies, and acquisitions.

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

**Disclosure:** The Contractor hereby represents, to the best of its knowledge that:

It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interests, and has included a mitigation plan in accordance with paragraph (d) of this provision. **Mitigation.** If a potential Contractor with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized or mitigated, the Contractor shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not

occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan. Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the Contractor. The Contracting Officer will use all information submitted by the Contractor, and any other relevant information known to DHS, to determine whether an award to the Contractor may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict. The successful Contractor shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision. Flow-down. The Contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

### **13.8. HSAR 3052.209-73 Limitation of Future Contracting (Jun 2006)**

The Contracting Officer has determined that this requirement may give rise to a potential organizational conflict of interest. Accordingly, the attention of the prospective Contractors is invited to FAR Subpart 9.5-Organizational Conflict of Interest. The nature of this conflict is that the Contractor is required to provide SME support and documentation with respect to IT infrastructure planning, acquisitions, and policies which may result in limiting future contracting. The restrictions upon future contracting are as follows: If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

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.

(End of Clause)

### **14. REFERENCES**

DHS, Office of Security  
Personnel Security Staff  
Attn: Ora Smith  
Washington DC 20528  
Telephone: (202) 447-( 6(2) )

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

## **15. PROCEDURES FOR INVOICING**

Contractors shall send electronic invoices to DOB\_Invoice@dhs.gov. Payment will be based on receipt of a proper invoice and satisfactory contract performance. The invoice is a “proper invoice” as defined under FAR Clause 52.232-25,

A **proper invoice** must include the following items:

- Name and address of the contractor.
- Invoice date and invoice number.
- Contract number or other authorization for supplies delivered or services performed. (Including order number and contract line item number.)
- Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms).
- Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures.
- Electronic funds transfer (EFT) banking information.
- Evidence of shipment—DD Form 250 Requisition and Invoice Shipping (signed)

## **16. POINT OF CONTACTS:**

### **Contracting Officer's Technical Representative (COTR):**

Name: ( b(2) b(6) )

Voice: 540-542-( b(2) )

Fax: 571-258-( b(2) )

Email: ( b(2) b(6) )

**Program Manager:**

(b(2) b(6) )

Address: 19844 BLUE RIDGE MOUNTAIN ROAD

BLUEMONT, VA 20135 (b(2) )

Voice: 540 542-(b(2) )

( b(2) b(6) )

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   12
2. AMENDMENT/MODIFICATION NO P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO RIIA-08-00023	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) GENERAL DYNAMICS ONE SOURCE LLC 3211 JERMANTOWN ROAD FAIRFAX VA 22030		(x) 9A. AMENDMENT OF SOLICITATION NO	
CODE 6103202150000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-08-J-00017	
		10B. DATED (SEE ITEM 11) 11/28/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. (If not extended, Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 16, 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.

( ) b(2) ) Net Increase: \$393,185.40

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 610320215+0000

The purpose of this modification is to fully fund the task order and exercise Option 1 of the task order.

Accordingly, the task order funded amount is increased by \$393,185.40 from \$0.00 to \$393,185.40. The task order is fully funded.

Additionally, Option Period I for the period of performance of February 1, 2008 through February 29, 2008 is hereby exercised. This is done in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract" (MAR 2000).

Continued ...

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

16A. NAME AND TITLE OF SIGNER (Type or print) Justin Plank Senior Contracts Administrator	16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Irma L. Scott
16C. DATE SIGNED ( b(6) ) 12/3/07	16D. DATE SIGNED ( b(6) ) 12/3/2007

NAME OF OFFEROR OR CONTRACTOR  
**GENERAL DYNAMICS ONE SOURCE LLC**

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This task order has a NOT TO EXCEED ceiling amount of \$393,185.40. The total amount of the task order base period and all option periods is \$393,185.40.</p> <p>Discount Terms:            Net 30</p> <p>Delivery Location Code: DHS/MURRAY LANE            Department of Homeland Security            245 Murray Lane, SW            Building 410            Washington DC 20528</p> <p>FOB: Destination            Period of Performance: 11/20/2007 to 01/31/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>Infrastructure Operations Mission Critical Infrastructure support through January 2008</p>	1	LO	(	b(4) )
	<p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>				
0002	<p>Option Period I Infrastructure Operations Mission Critical Infrastructure support</p> <p>Period of Performance: 02/01/2008 through 02/29/2008</p>	1	LO	(	b(4) )



Information Tech. Acquisition Div.  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528

245 Murray Drive  
 Bldg. 410  
 Washington DC 20528

GENERAL DYNAMICS ONE SOURCE LLC  
 3211 JERMANTOWN ROAD  
 FAIRFAX VA 22030

CODE 6103202150000

FACILITY CODE

(e) BA. AMENDMENT OF SOLICITATION NO.

98. DATED (SEE ITEM 11)

X 16A. MODIFICATION OF CONTRACT/ORDER NO

HSHQDC-06-D-00026

HSHQDC-08-J-00017

108. DATED (SEE ITEM 11)

11/20/2007

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.  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 specified hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 16A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in delivery office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 610320215+0000

1. The purpose of this modification is to extend the period of performance an additional forty-five (45) days using FAR Clause 52.217-8 Option to Extend Services at no additional cost to the Government. The period of performance is hereby extended from March 1, 2008 through April 14, 2008.

2. The total value of the contract will remain \$393,185.40 for this extension.

3. All other terms and conditions remain unchanged.

Period of Performance: 11/20/2007 to 04/14/2008

Except as provided herein, all terms and conditions of the document referenced in item 8A or 70A, as hereinafter changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print) Justin Plank Senior Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Irma L. Scott	
198. CONTRACTING OFFICER (Signature of Person Designated as Officer) ( b(6) )	19C. DATE SIGNED 2/29/08	16B. UNITED STATES OF AMERICA ( b(6) )	19C. DATE SIGNED 2/29/2008

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 Previous edition unclassified

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