STATEMENT OF WORK FOR
Infrastructure Transformation Office
Department of Homeland Security

1.0 BACKGROUND

The Department of Homeland Security (DHS) continues to make progress towards its goal of an integrated department created from 22 "legacy" agencies and 2 new Directorates. Numerous drivers are behind this integration, including public laws, Congress, and the President.

One of the cornerstone capabilities that must be in place for the DHS to effectively and successfully accomplish its mission is the ability of Department personnel to rapidly access information and communicate not only across Department components, but also externally, with other Federal, state, and local entities. In order for DHS to succeed, given the magnitude of its mission, DHS must make aggressive use of information technologies to leverage force multiplication potential.

The mission of the Office of the Chief Information Officer (OCIO) is to implement and manage those technologies toward accomplishing the Department's objective of One Infrastructure. The DHS Chief Information Officer (CIO) has identified the critical need for a centrally managed Information Technology (IT) infrastructure to support the applications, systems, and communication capabilities that are vital to accomplishment of the DHS mission. Accordingly, the DHS CIO has directed the Office of Infrastructure Management (OIM) and the Infrastructure Transformation Office (ITO) with the OIM to centrally implement and manage the DHS IT Infrastructure.

2.0 OVERVIEW

Critical to the successful creation of an integrated department is the integration of the IT infrastructure providing the foundation for information sharing and agile responses to threats against the homeland. The ITO Program continues to make progress towards achieving One Infrastructure objectives, having stood-up two project teams. The ITO is making significant progress across several technology areas, including Email/Active Directory, Network, and Data Center. In order to continue this progress, and expand the progress into other areas addressed by the DHS stakeholders, it is necessary to aggressively continue the work already started, expand the current work effort and account for other ITO infrastructure-related transformation needs. As the ITO implements the DHS CIO's vision of One Infrastructure, guidance from the Secretary, Deputy Secretary, Under Secretary for Management, the Investment Review Board (IRB) and CIOs (collectively referred to as the stakeholders) has provided additional clarity into the requirements for the ITO program. Additionally, financial data from the Organizational Elements (OE) has been collected and initial market research has been performed. Finally, greater clarity regarding longer-term objectives has been developed, allowing the ITO to refine and extend its planning horizon.
3.0 SCOPE

The purpose of this Statement of Work (SOW) is to accomplish work associated with the ITO program and to meet the DHS objectives for this critical program, as well as to implement the guidance and recommendations of the stakeholders. Integration services, program and project team support shall be within the scope of this contract. The contractor shall provide support and assistance in the following areas:

- Program Management Office (PMO);
- Domain Project Support;
- Integration Services;
- Other

4.0 TASK DEFINITION & DELIVERABLES LISTING

4.1 Task 1—Program Management Office.

4.1.1 Program management includes overall management of the program, subcontracts management, task order management, risk management, resource execution, program planning, and overall program quality assurance. Also included is acquisition support for acquiring necessary IT infrastructure related services and products, schedule development, service level management and performance measures, program control, program office support, demonstrations, development of selected technical Key Decision Point (KDP) documentation, Blank Purchase Agreement (BPA) administration support and communication of plans and status. Demonstrations include briefings supporting the Program Office in its interaction with related Government organizations, demonstrations of prototype system capabilities, and demonstrations of interim products as they are developed.

4.1.2 Program Control and Oversight to include management processes, such as assessing and selecting projects, monitoring and tracking projects, and managing issues and scope changes of projects that make up the transformation portfolio, perform Earned Value management, provide weekly status reports and conduct weekly reviews. Perform all program management related work to include tracking project schedules, Program Management Plan (PMP), Acquisition Program Baseline (APB) and all other Program level CPIC or SDLM documentation required for this effort. The Project Management Plan is not just a formal document but also a working plan and all work accomplished must be in accordance with this plan. Any revision to this plan shall be numbered and dated and approved by the government. The Project Management Plan shall be delivered not later than 60 days after order issuance under this BPA and updates provided on a quarterly basis, or as required. The contractor shall provide support to the PMO overseeing all activities under the ITO program and associated projects with exception of those issues related to the acquisition strategy and activities related to the anticipated ITO Systems Integrator
4.1.3 **Risk Management.** The contractor shall determine and prioritize the cost, schedule, and technical risks associated with the development of ITO. The contractor shall determine procedures to minimize these risks. The contractor shall maintain a Risk Management Plan that presents the risks in order of priority; categorizes the risks as high, medium, or low; describes the probable impact to the project that the risk may have; describes the procedures that will be taken to manage, control, or minimize the risk; and the current status of the project with respect to the risk. The contractor shall maintain a continuing risk analysis that focuses on identifying and assessing factors contributing to risks, developing alternatives to reduce risk and monitoring the selected alternative for further refinement. Implementation of risk reduction efforts shall be subject to government approval. The Risk Management Plan shall be included in the PMP and with details reported during the Monthly Status Review.

4.1.4 **Human Capital/Organization Design** is to include the management of realigning the infrastructure organization to meet the changing demands of its business environment, including improving service delivery and capitalizing on business opportunities, underpinned by business process improvement and technologies. It includes the management of changes to the organizational culture, business processes, physical environment, job design/responsibilities, staff skills/knowledge and policies/procedures. As Domain Projects are initiated, this organization will work to transform the organization in conjunction with their change to the infrastructure.

4.1.5 **Communications** is to include a framework to build an effective communications for all infrastructure transformation stakeholders. This includes coordination IT Infrastructure communications and outreach using various techniques (e.g., newsletters, e-Mail, website) with all stakeholders, coordinate all presentations for executive meetings, gate reviews, conferences, etc., Establish processes for improving coordination and communication between IT staff, internal/external customers, and mission personnel, Coordinate stakeholder meetings and other communication events.

4.1.6 **Training and Knowledge Transfer** is include developing training plan and providing IT governmental human capital with the training and knowledge necessary to perform their jobs within the new DHS IT Infrastructure organization. This includes defining an overall training plan; scheduling training, and delivery, develops IT staff’s customer relation management skills and expertise, knowledge management plan.

4.1.7 **Governance/Policies & Standards** is to include establishing IT Enterprise Governance is to provide policy guidance, advice, and assistance in the definition, design, and implementation for the IT Infrastructure Transformation Program. In addition, it serves as the core group providing advocacy for IT Infrastructure business and technology across the Department of Homeland Security. The governance function will work to foster full integration between the DHS Enterprise Services contract.
Architecture and Capital Planning and Investment Control processes, including strategic planning, investment management, and portfolio management. The Governance entity serves as the focal point for the development and coordination of DHS wide policy, guidance, including best practices for IT Infrastructure. This team is responsible for establishing common terminology definitions, and frameworks, including policies, standards, processes, and procedures.

4.1.8 **Operating Model** to include further refinement of the Concept of Operations into a framework for how the DHS IT infrastructure organization will operation.

4.1.9 **Service Level Management** to include developing and maintaining all aspects of the IT Infrastructure Service Level Agreements developed between the provider and the customer. There will be two different types of service levels, which this organization will be responsible for managing. The first type will be SLAs between the DHS IT infrastructure organization and the DHS component organizations. The second type is between the DHS IT infrastructure organization and their service providers or vendors.

4.1.10 **Customer Relations** to include building will be good working relationships between the program and our customers through the development and implementation of a Service Level Management framework and Service Level Agreements (see 5.5.4). This will be accomplished by determining and understanding exactly what the internal customers' need and why they need it.

4.1.11 **Security** to include security integration guidance, logical security architecture definition, infrastructure security design and implementation, collection and refinement of security requirements security risk assessments, C&A, security engineering support and security policy guidance support to the ITO ISSM.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Description (Delivery Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPIC</td>
<td>All documentation associated required for a level 1 Program within DHS. Each of these deliverables can be found in the Investment Review Process Management Directive MD-1400 provided in Appendix A.</td>
</tr>
<tr>
<td>Conduct Monthly Status Reviews</td>
<td>Status Reviews shall cover at a minimum, project development status, Earned Value Report, Metrics Report, schedule and cost status, project risks, development issues, recommended solutions, program level systems integration activities, personnel turnover rates, demonstrations performed, major government meetings attended, and technologies evaluated as part of the monthly status report. To be conducted no later than the 15th of the month.</td>
</tr>
<tr>
<td>Delivery Schedule</td>
<td>Documents and reports on IOCs by project for a complete program schedule delivery</td>
</tr>
<tr>
<td>Monthly Project Management Status Reports</td>
<td>This report documents the issues and actions coming out of the monthly status reviews. (To be delivered no later than 5 working days after the Monthly Status Review).</td>
</tr>
<tr>
<td>SDLC</td>
<td>All SDLC requirements associated with the program or integration efforts. A copy of the SDLM deliverables is available in Appendix B. (Due no later than the 15th day of the month).</td>
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<tr>
<td>Deliverables</td>
<td>Description (Delivery Date)</td>
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<tr>
<td>Project Priority and Rationalization</td>
<td>This report and associated presentations provides a project priority status and any rationalization or related analysis.</td>
</tr>
<tr>
<td>Master Schedule Report</td>
<td>Must manage the project critical path documented to Level 6 and reported to the government to Level 4 with explanation of task and integration of the WBS, showing projected and actual timelines. This shall include subcontractor work. (Due no later than the 15th day of the month.)</td>
</tr>
<tr>
<td>Organizational Development</td>
<td>Completion of end-state organization plan including organizational charts, position types, position descriptions, roles and responsibilities and staffing numbers as specified within the Concept of Operations (Appendix C)</td>
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<tr>
<td></td>
<td>Development and Implementation of a governmental IT Infrastructure Workforce Transition Plan.</td>
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<tr>
<td></td>
<td>Transition readiness assessment – to determine the readiness of the impact DHS IT infrastructure organizations and other organizations (finance, personnel) in implementation activities to implement the changes from an organization, technology, and process point of view.</td>
</tr>
<tr>
<td></td>
<td>As-is Organizational Assessment – describe the current organizational structure, leadership, decision making, information sharing, people, performance management, reward system, culture</td>
</tr>
<tr>
<td>Training</td>
<td>Development of employee training plan, development of courses (if required), scheduling, and training execution.</td>
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<td>Provide support to DHS staff in defining training requirements, developing a training plan, building training materials, and executing the training plan.</td>
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<tr>
<td>Knowledge Management</td>
<td>Provide support in developing strategies for knowledge transfer between the contractor and other organizations, as directed by the ITO.</td>
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<tr>
<td>Communications</td>
<td>Development and execution of a program Communications Plan.</td>
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<td>Develop and maintain marketing briefing, program fact sheets, news articles, program announcements, etc.</td>
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<tr>
<td>Stakeholder</td>
<td>Develop and implement a framework for communicating and tracking stakeholder engagement.</td>
</tr>
<tr>
<td>Operating Model</td>
<td>Completion of end-state Operating Model to include organization, service delivery, processes, etc.</td>
</tr>
<tr>
<td>Services Catalog</td>
<td>Provide a recommendation regarding the model used to provide shared IT infrastructure services to the DHS mission constituency, relating it to the service catalog outline, and aligning it with the future state organizational design.</td>
</tr>
<tr>
<td></td>
<td>Develop the model for providing IT infrastructure services to the DHS mission constituency.</td>
</tr>
<tr>
<td>Governance, Policies &amp; Standards</td>
<td>Development of IT infrastructure related governance, policies, standards, processes, procedures and other related documentation, as necessary.</td>
</tr>
<tr>
<td>Service Level Agreement (SLA)</td>
<td>Service Level Agreements for each domain area between customer and supplier, vendor and government, between IT infrastructure domains.</td>
</tr>
<tr>
<td>Funding and Sourcing</td>
<td>Billing methodology and funding tracking mechanism. Assistance in providing budget and finance support to the government.</td>
</tr>
</tbody>
</table>
Customer Relationship

Develop the processes and practices by which the centralized DHS infrastructure provider shall manage the relationship with the DHS mission constituency.

Security

Document that defines the logical security architecture for the DHS IT infrastructure. Document that defines the Identity Management architecture to support Collaboration Services. These will be derived from the overall DHS Security Architecture.

Development, implementation, and support of Infrastructure Security Design.

Document that provides the design for infrastructure security.

Development, implementation, and support Infrastructure Security Architecture.

Documents that provide guidance related to infrastructure security. These will be derived from overall DHS security policies.

Transition Plan

The contract will be responsible for developing a contractor transition plan. The purpose of this document is to have a smooth transition from this contract to a next generation support vehicle.

4.2 Task 2: ITO Infrastructure Project Team Support

4.2.1 Project Support: The contractor shall provide support to the ITO Project teams, including project status reports, design documents, design validation, migration planning, service delivery guidance, and implementation support documents as related to each of the ITO Project Teams, project management. The contractor will be responsible assisting the Project Manager perform the work necessary for all project management and System Development Life Cycle (SDLC) requirements during the lifecycle of the projects.

4.2.2 Finance: The contractor shall provide support to the project teams with budget support and tracking (i.e., spend plans and Earned Value Management). The contractor purpose will perform budget formulation analysis and budget execution functions. For budget formulation analysis, the contractor will support the project team with implementation and preparation of the budget, investment, Office of Management and Business, and Capital Planning and Investment Control requirements, and any associated documentation necessary for budget development. For budget execution, the contractor will support the project team by preparing purchase requests, track spending, and perform budget reconciliation.

4.2.3 Acquisition: The contractor shall provide the project teams with market research, and preparing acquisition documentation. The contractor will provide assistance and guidance to organizations acquiring IT infrastructure.

Implementation Support Documents: Based on experience with similar merger integration projects in the private and public sectors and industry best-practices, the contractor shall support the ITO in the production of documents related to the implementation of specific components of a project team’s focus. Additional implementation documents may include technical analyses and providing
**Task Order 0XX**

<table>
<thead>
<tr>
<th><strong>Task Order 0XX</strong></th>
<th><strong>Attachment A</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>Page 7 of 115</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Recommendations for action.</strong></td>
<td></td>
</tr>
</tbody>
</table>

| **Cost Benefit Analysis (CBA)**        | Cost benefit analysis for each Infrastructure Transformation Program (ITP) project at a +/- 10% level of accuracy. Updated with actuals and current forecast for each project. |
| **Support to Migration Planning**      | Based on private sector experience, industry best-practices and knowledge of the DHS environment, the contractor shall support the planning to migrate OEs from existing IT infrastructures to the DHS infrastructure. |
| **Support to Acquisition**             | The contractor shall support the acquisition process, as related to the specific infrastructure project team areas exclusive of the acquisition activities related to the anticipated ITO Systems Integrator Services contract. |
| **Delivery Guidance**                  | The contractor shall provide guidance in the delivery of services and support related to the infrastructure areas. |
| **SDLC**                               | All SDLC requirements associated with the program or integration efforts. A copy of the SDLC deliverables is available in Appendix B. (Due no later than the 15th day of the month). |
| **CPIC**                               | All documentation associated required for a level 1 Program within DHS. Each of these deliverables can be found in the Investment Review Process Management Directive MD-1400 provided in Appendix A. |
| **Funding Strategy**                   | Identifies both sources, uses, savings and reinvestment of funds in both a text and cash flow format. |
| **Program Business Case Maintenance**  | Maintain the model that analyzes the current and estimated investment, and operations and maintenance (O&M) costs for the project team, and identifies potential cost savings. |
| **Budget Formulation & Analysis**      | Develop budget estimates, OMB 300, spend plans, next phase requirements funded, life cycle cost estimate and other budget formulation related documentation. |
| **Budget Execution**                   | Tracking of budget spending and EVM reporting. |

### 4.3 Task 3: Integration Services

#### 4.3.1 Systems Integration Engineering

Systems Integration Engineering is to include systems testing and systems integration, ensuring design integration across all design teams and subcontractors, to integrate the components into a hardware, software, and communications environment. This includes the maintenance of ITP test laboratory in a facility specified by the government, which will support the IT infrastructure systems and integration level testing.

#### 4.3.2 Requirements and Analysis

Requirements and Analysis, to include requirements analysis, feasibility, migration, business process reengineering, requirements validation through interaction with functional proponent, requirements traceability, business process modeling, business rules, data requirements, Commercial Office the Shelf (COTS)/GOTS (Government Office the Shelf) identification, and interface management.

#### 4.3.3 Infrastructure Architecture Engineering

Infrastructure Architecture Engineering, to include the development and maintenance of an enterprise IT infrastructure model, definition and construction of common components and system service, technology insertion, development of enterprise IT infrastructure architecture, system performance standards, data and
system integration, interface engineering, standardization, quality assessments, system migration, consolidation and system retirement.

4.3.4 Quality Assurance and Configuration Management, to include maintenance of the overall Integrated Management Plan, establishment of the overall metrics program, and support and interfacing with other Government process organizations (e.g., Business Process Office).

4.3.5 Testing: The following are the descriptions for classification of defects found during system or system integration testing. The contractor cannot proceed to the next level of testing before approval is obtained by appropriate Project Manager ITP manager.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Architecture Document and subsequent updates</td>
<td>To include interim and objective system architecture, modeling of architecture alternatives and updates as technical changes are made and additional modules are developed. The System Architecture shall be based on DHS Enterprise Architecture guidelines.</td>
</tr>
<tr>
<td>Infrastructure Architecture and subsequent updates</td>
<td>To include definition and maintenance of overall infrastructure architecture, definition and construction of common components and system services, software reuse, technology assessments, interface engineering, and technology insertion.</td>
</tr>
<tr>
<td>Infrastructure Transformation Plan</td>
<td>This document is used by the Government to monitor the procedures, management, and BPA work effort of the organizations performing infrastructure transformation related work.</td>
</tr>
<tr>
<td>Develop and maintain Integration Model</td>
<td>Ensure integration of infrastructure architecture across all domain project efforts to include the development of the Entity Relationship Diagrams (ERD), and system migration.</td>
</tr>
<tr>
<td>Operational Support Documentation</td>
<td>More in-depth documentation required to maintain and operate the systems by the Office of Infrastructure Management.</td>
</tr>
</tbody>
</table>

**TEST DELIVERABLES**

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Test Plan &amp; Subsequent Updates</td>
<td>Test Processes and Documentation</td>
</tr>
<tr>
<td>Develop and maintain Test Conditions, Test Cases, Test Scenarios, Requirements Traceability Matrix (RTM), and Results</td>
<td>Must be completed before testing begins for any system or Initial Operating Capability</td>
</tr>
<tr>
<td>Configuration Management Plan</td>
<td>Configuration Management Procedures and Documentation</td>
</tr>
</tbody>
</table>
4.4 Task 4: Other

4.4.1 Data Collection and Analysis, the contractor shall provide support for ITO data on current IT infrastructure detailed technical, organizational, and cost information as related to as-is DHS environments, performance of due diligence, and analysis of all data already or to be collected during the scope of this project.

4.4.2 Meetings and Presentations, the contractor shall attend meetings and prepare presentation materials, as directed. If the contractor is the sole ITP representative at a meeting, then the contractor is responsible for providing a written meeting summary within 2 working days of the meeting.

4.4.3 Program Support, the contractor shall provide additional support to the ITP, as required within the other tasks of this contract scope. Due to the environment that the ITO operates, the ITP is required to respond timely to review and quick-turnaround requests from DHS and other OEs. As directed by the Director and/or Deputy Director of the ITO, the contractor shall assist in the resolution of issues presented to the ITO, and shall provide support to other areas requiring analysis. The contractor team shall provide issue resolution facilitation support and conduct the required research, evaluate best-practices, and analyze the current marketplace to develop inputs to presentations or reports that support the ability of the ITO to satisfactorily meet the quick-turnaround request. Additionally as requested by the Director or the Deputy Director of the ITO, the contractor shall support in-person presentations and meetings related to these requests. In order to meet this need, the contractor shall maintain a pool of appropriately qualified resources. These resources shall be provided on a level-of-effort basis, where time charged against these quick-turnaround requests is provided on a time and materials basis.

4.4.4 Travel, in the event that the government requires the contractor to travel, the contractor must provide trip reports within 5 working days after the conclusion of the trip. Trip locations may occur to Stennis, MS, Martinsburg, WV, Berryville, VA and other locations specified by the government.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentation</td>
<td>White papers, briefings, and presentations</td>
</tr>
<tr>
<td>Research</td>
<td>Best-practice research</td>
</tr>
<tr>
<td>Analysis</td>
<td>Alternative analysis to address strategic, technical, programmatic, financial and budgetary issues related to the ITO.</td>
</tr>
<tr>
<td></td>
<td>Data analysis and associated reports</td>
</tr>
<tr>
<td>Briefing &amp; Presentation</td>
<td>Input to the specific ITO Project Teams for issue resolution and analysis support</td>
</tr>
<tr>
<td>Reports</td>
<td>In-person facilitation and presentation and meeting support related to specific quick-turnaround requests</td>
</tr>
<tr>
<td></td>
<td>Trip, status, project and program related program support reports. Most reports are required on a weekly basis, but trip reports will be completed as required.</td>
</tr>
</tbody>
</table>
5.0 GOVERNMENT FURNISHED RESOURCES

5.1 Facilities, Supplies, and Services

The DHS OCIO will not generally provide office space and supplies. However, designated contractor team members may be provided space at the ITO location for meetings.

5.2 Information Sources

The DHS OCIO shall assign a Project Leader who shall be the primary technical point of contact for this effort during the period of performance. Primary information resources for this Task shall be the Department of Homeland Security, Office of Infrastructure Management.

5.3 Documentation

Documentation resources shared with the contractor team in connection with this Task is at the discretion of the Project Leader.

6.0 CONTRACTOR FURNISHED RESOURCES

Consulting services are to be provided as described in this Statement of Work.

7.0 ADMINISTRATION

7.1 Government Contacts

7.1.1 Acquisition
Michael B. Smith, Contracting Officer
DHS Chief Procurement Office
Department of Homeland Security
7th & D St, NW
Washington, DC

7.1.2 Contract Officer’s Technical Representative (COTR)

7.1.3 Project Leader/Point of Contact
Alan Shelton, Director
Office of Infrastructure Management
Office of the Chief Information Officer
Department of Homeland Security
National Press Building
8.0 PLACE OF PERFORMANCE

The place of performance will primarily at the Contractor's facility. The DHS OCIO will not provide permanent office space and supplies. The ITO will designation temporary contractor team members space at the ITO location for meetings or special requirements.

Activities requiring the participation of DHS employees shall be conducted during normal business hours. The standard workday for the contractor's team shall be from 8:30 AM to 6:00 PM.

9.0 PERIOD OF PERFORMANCE

The period of performance for this Task is 5 months from 1 May 2005 through 31 October 2005 with a 6-month optional extension period from 1 November 2005 through 30 April 2006.

10.0 OTHER DIRECT COSTS

Non-Local Travel is not authorized. Any travel must authorized by the Project Leader/POC and/or the DHS Contracting Officer.

11.0 CONTRACT TYPE

This effort is a time and material delivery order based on fixed-priced labor rates contained in the IDIQ contract tdb.
**ORDER FOR SUPPLIES OR SERVICES**

**1. DATE OF ORDER**
05/20/2005

**2. CONTRACT NO. (If any)**
GS-35F-0306J

**3. ORDER NO.**
HSHQPA-05-F-R00258

**4. REQUISITION/REFERENCE NO.**
RUI0-05-01007

**5. ISSUING OFFICE**
Department of Homeland Security
Office of Procurement Operations
245 Murray Drive
Bldg. 410
POC: Rachel McIntyre (202) 357-(b)(2)
Washington DC 20528

**6. SHIP TO:**
Department of Homeland Security

**7. TO:**

<table>
<thead>
<tr>
<th><strong>a. NAME OF CONTRACTOR</strong></th>
<th>BOOZ ALLEN HAMILTON INC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>b. COMPANY NAME</strong></td>
<td></td>
</tr>
<tr>
<td><strong>c. STREET ADDRESS</strong></td>
<td>8283 GREENSBORO DRIVE</td>
</tr>
<tr>
<td><strong>d. CITY</strong></td>
<td>MCLEAN</td>
</tr>
<tr>
<td><strong>e. STATE</strong></td>
<td>VA</td>
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<tr>
<td><strong>f. ZIP CODE</strong></td>
<td>221023838</td>
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**8. TYPE OF ORDER**

<table>
<thead>
<tr>
<th><strong>a.</strong></th>
<th>PURCHASE</th>
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<tbody>
<tr>
<td><strong>b.</strong></td>
<td>DELIVERY</td>
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</table>

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.

**9. ACCOUNTING AND APPROPRIATIONS DATA**

<table>
<thead>
<tr>
<th><strong>10. REQUISITIONING OFFICE</strong></th>
<th>See Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Department of Homeland Security</strong></td>
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</tbody>
</table>

**11. BUSINESS CLASSIFICATION**

<table>
<thead>
<tr>
<th><strong>a.</strong></th>
<th>SMALL</th>
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<tbody>
<tr>
<td><strong>b.</strong></td>
<td>OTHER THAN SMALL</td>
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<tr>
<td><strong>c.</strong></td>
<td>DISADVANTAGED</td>
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<tr>
<td><strong>d.</strong></td>
<td>WOMEN-OWNED</td>
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**12. F.O.B. POINT**

<table>
<thead>
<tr>
<th><strong>a.</strong></th>
<th>INSPECTION</th>
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<tbody>
<tr>
<td><strong>b.</strong></td>
<td>ACCEPTANCE</td>
</tr>
<tr>
<td><strong>c.</strong></td>
<td>Destination</td>
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<td><strong>d.</strong></td>
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**13. PLACE OF**

<table>
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**15. DELIVER TO F.O.B. POINT**

<table>
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<th><strong>ON OR BEFORE (DATE)</strong></th>
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</table>

**16. DISCOUNT TERMS**
Net 30

**17. SCHEDULE**

<table>
<thead>
<tr>
<th>**ITEM NO.</th>
<th>SUPPLIES OR SERVICES**</th>
<th><strong>QUANTITY ORDERED</strong></th>
<th><strong>UNIT PRICE</strong></th>
<th><strong>AMOUNT</strong></th>
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<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
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- **DUNS Number:** 006928857+0000
- **GSA Contract #** GS-35F-0306J SIN 132-51
- **TAX ID Number:** 362513626
- **DUNS Number:** 006928857
- **CAGE:** 17038

**18. SHIPPING POINT**

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<thead>
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<th><strong>a. NAME</strong></th>
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<tbody>
<tr>
<td>Department of Homeland Security</td>
<td></td>
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<tr>
<td><strong>b. STREET ADDRESS</strong></td>
<td>(or P.O. Box)</td>
</tr>
<tr>
<td>CFO-DOB, Room 3621</td>
<td></td>
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<td><strong>c. CITY</strong></td>
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<tr>
<td>Washington</td>
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<td><strong>d. STATE</strong></td>
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**19. GROSS SHIPPING WEIGHT**

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<tr>
<th><strong>20. INVOICE NO.</strong></th>
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</table>

- **21. MAIL INVOICE TO:**
  - Department of Homeland Security
  - CFO-DOB, Room 3621
  - ATTN: Kate Valentine, Budget Operat
  - A245 Murray Lane, SW, BLDG 410

- **22. UNITED STATES OF AMERICA**
  - **BY (Signature)**

**23. NAME (Typed)**
Alycia D. Taylor
**TITLE:** CONTRACTING/ORDERING OFFICER

---

**OPTIONAL FORM 347 (Rev. 8/91)**

**NSN 7540-01-152-3833**

**PREVIOUS EDITION NOT USABLE**
### ORDER FOR SUPPLIES OR SERVICES
#### SCHEDULE - CONTINUATION

**DATE OF ORDER**: 05/20/2005  
**ORDER NO.**: HSHQPA-05-F-R00258  
**CONTRACT NO.**: GS-35F-0306J

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

---

**IMPORTANT:** This is a T&M task order, incrementally funded for an initial four month period, of 5/20/2005 through 9/30/2005. Accounting Info:

Period of Performance: 05/20/2005 to 09/30/2005

**BASE PERIOD - (LABOR SUPPORT)** The contractor shall perform the Infrastructure Transformation Program Office Support services required in, and in accordance with, the attached Statement of Work and the contractor's technical/management & price proposals submitted and accepted in response to this requirement.


0001 (BASE PERIOD) Labor Support, shall be provided in accordance with the attached SOW and the contractor's attached labor rates. The ceiling price during the initial incremental funding period of 5/20/2005 through 9/30/2005, shall not-to-exceed $2,984,000.00

Base Period - (TRAVEL & ODCs) (5/20/2005 - 5/19/2006). Total Base period pricing for Travel & ODCs, shall not exceed $48,089.43


Supporting documentation is required for ODCs & Travel costs, and shall be submitted at time of invoicing.

Continued ...

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED (G)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
<th>QUANTITY ACCEPTED (G)</th>
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<tbody>
<tr>
<td>0001</td>
<td>2,984,000.00</td>
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TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))
<table>
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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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<tbody>
<tr>
<td>0002</td>
<td>(BASE PERIOD) Travel &amp; Other Direct Costs (ODCs) shall be provided, in accordance with the attached SOW &amp; the contractor’s price quote. The ceiling price during the initial incrementally funded period of 5/20/2005 through 9/30/2005, shall not-exceed $16,000.00</td>
<td>16,000.00</td>
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<td>0003</td>
<td>(OPTION PERIOD ONE) (5/20/2006-5/19/2007) Labor Support, shall be provided in accordance with the attached SOW &amp; the contractor’s attached labor rates. Funding will be specified at time option is exercised. The total option period price for labor support, shall not exceed $10,215,238.09</td>
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<tr>
<td>0004</td>
<td>(OPTION PERIOD ONE) (5/20/2006-5/19/2007) Travel &amp; Other Direct Costs (ODCs), shall be provided in accordance with the attached SOW &amp; the contractor’s attached price quote. Funding will be specified at time option is exercised. The total option period price for Travel &amp; ODCs, shall not exceed Continued...</td>
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</table>
**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

**DATE OF ORDER**: 05/20/2005  
**CONTRACT NO.**: GS-35F-0306J  
**ORDER NO.**: HSHQPA-05-F-00258

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

**Total amount of award**: $3,000,000.00. The obligation for this award is shown in box 17(i).

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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<td>05/20/2005</td>
<td>$48,089.43</td>
<td>8</td>
<td>$0.00</td>
<td>$0.00</td>
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Amount: $0.00 (Option Line Item)
Evaluation

Based on the evaluation of the Technical Approach, Management Plan, Past Performance and proposed Price, the government will make award to the offer that offers the best value to the government.

Listed below are the criteria used as a basis for selecting the awardee for this requirement.

Technical Approach — shall be provided in the form of Oral Presentations, addressing the offeror’s technical approach for accomplishing each task defined in the SOW. The oral presentations are anticipated to be scheduled during the week of May 5, 2005. Key Personnel proposed to provide the required support, shall be present during these presentations. The Oral Presentations shall not exceed 1 hour, followed by a Question & Answer session for clarification purposes only.

Management Plan — shall describe the offerors Management Approach for providing the required support. The Management Plan shall also include:

- the offerors proposed staffing approach, indicating percentage of time individuals will be dedicated to the task;
- a break down by task of staff mix proposed with a summary rollup;
- resumes of proposed staff, and
- identification of Key Personnel.

Past Performance — the offeror shall provide two (2) project descriptions that are similar in nature to the requirements of the SOW. The offeror shall include the name of two (2) points of contact (technical and contractual) for each of the two (2) projects, including telephone numbers, who can provide information regarding specific experience and performance related to execution of tasks similar in size, scope and complexity of those detailed under this requirement. Awards and other related recognition may also be identified.

Pricing — The pricing shall be based on discounted GSA Federal Supply Schedule prices, and shall consider the proposed labor mix, labor rates; labor categories and the level of effort (hours), required to perform the services described in the SOW. Include pricing of materials and or other ODCs.

- All discounts must be clearly stated and addressed
- Travel Cost will be reimbursed in accordance with the Federal Travel Regulations (FTR).
- A ceiling price will be established for the T&M order.
- Submit a complete copy of your current GSA schedule 70 (SIN 132-51)
Basis for Award – Selection for award will be made to the vendor who’s overall integrated assessment of both technical and price considerations, represents the best value to the Government. Technical considerations (Technical Approach, Management Plan and Past Performance) when combined, are more important than price related considerations. However, as technical considerations become more equal, price related considerations become more important. Highly rated technical proposals with unreasonably high pricing, or with negligible or no discounts, may be removed from further consideration during the integrated assessment.
2. This modification results in no change to the dollar amount of the task order.

3. All other terms and conditions remain unchanged.

POC: Rachel McIntyre (202) 357-6(2)  
Washington DC 20528

10A. MODIFICATION OF CONTRACT/ORDER NO.  
GS-35F-0306J  
HSHQPA-05-F-R00258  
05/20/2005

11A. AMENDMENT OF SOLICITATION NO.  
X  
05/20/2005

11A. MODIFICATION OF CONTRACT/ORDER NO.  
GS-35F-0306J  
HSHQPA-05-F-R00258  
05/20/2005

From 5/20/2005 through 9/30/2005  
To: 5/20/2005 through 11/15/2005

2. This modification results in no change to the dollar amount of the task order.

3. All other terms and conditions remain unchanged.

POC: Destination

Continued...

15A. NAME AND TITLE OF SIGNER (Type or print)  
Michael B. Smith

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Change Item 0001 to read as follows (amount shown is the obligated amount):

BASE PERIOD - (LABOR SUPPORT) The Contractor shall perform the Infrastructure Transformation Program Office Support services required in, and in accordance with, the attached Statement of Work and the contractor’s technical/management & price proposals submitted and accepted in response to this requirement.

Base Period (5/20/2005 - 5/19/2006) The total base year pricing for labor support, shall not exceed $9,728,885.47.

Initial incremental funding period 5/20/2005 - 11/15/2005

<table>
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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>0001</td>
<td>(BASE PERIOD) Labor Support, shall be provided in accordance with the attached SOW and the contractor’s attached labor rates. The ceiling price during the initial incremental funding period of 5/20/2005 through 11/15/2005, shall not exceed $2,984,000.00</td>
<td>0.00</td>
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</table>

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

Base Period - (TRAVEL & ODCs) (5/20/2005 - 5/19/2006). Total Base period pricing for Travel & ODCs, shall not exceed $48,089.43


Supporting documentation is required for ODCs & Travel costs, and shall be submitted at time of invoicing. Continued ...
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td>0002</td>
<td>(BASE PERIOD) Travel &amp; Other Direct Costs (ODCs) shall be provided, in accordance with the attached SOW &amp; the contractor's price quote. The ceiling price during the initial incrementally funded period of 5/20/2005 through 11/15/2005, shall not-exceed $16,000.00</td>
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Product/Service Code: R408
Product/Service Description: PROGRAM MANAGEMENT/SUPPORT SERVICES
1. The purpose of this modification is to add funding to line item 3, Labor Support, by $485,000.00.

2. As a result of this modification, the total funded amount of the task order has been increased by $485,000.00, from $3,000,000.00, to $3,485,000.00.

3. The funding period under this task order reflects the following dates: 5/20/2005 through 12/15/2005.

4. All other terms and conditions remain unchanged.

### Amendment of Solicitation/Modification of Contract

<table>
<thead>
<tr>
<th>AMENDMENT/MODIFICATION NO</th>
<th>EFFECTIVE DATE</th>
<th>REQUISITION/PURCHASE REQ. NO</th>
<th>PROJECT NO. (If applicable)</th>
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<tr>
<td>2P00002</td>
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<td>RUIC-05-01216</td>
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</table>

**Department of Homeland Security**

**Office of Procurement Operations**

245 Murray Drive

Bldg. 410

POC: Rachel McIntyre (202) 357-8344

Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and Zip Code)

BO02 ALLEN HAMILTON INC

8283 GREENSBORO DRIVE

MCLEAN VA 221023838

**CODE** 0069288570000

**FACILITY CODE**

<table>
<thead>
<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 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.</td>
</tr>
</tbody>
</table>

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

X FAR 43.103(a)(3) Mutual agreement of the parties

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

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

DUNS Number: 006928857

1. The purpose of this modification is to add funding to line item 0001, Labor Support, by $485,000.00.

2. As a result of this modification, the total funded amount of the task order has been increased by $485,000.00, from $3,000,000.00, to $3,485,000.00.

3. The funding period under this task order reflects the following dates: 5/20/2005 through 12/15/2005.

4. All other terms and conditions remain unchanged.

**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.

15B. CONTRACTOR/OFFEROR

Michael B. Smith

16B. UNITED STATES OF AMERICA

STANDARD FORM 30 (REV. 10-83)

Previous edition unusable

Prescribed by GSA

FAR (48 CFR) 53.243
<table>
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<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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FOB: Destination
Discount Terms: Net 30
Period of Performance: 05/20/2005 to 12/15/2005
Delivery Location Code: DHS
Department of Homeland Security
245 Murray Lane
Bldg. 410
Washington DC 20528

Add Item 0001AA as follows:

0001AA Additional funding applied to line item 0001, Labor Support, of the task order

Accounting Info:

\[
\begin{align*}
(b) \quad \text{Funded: $0.00} \\
(b) \quad \text{Accounting Info:} \\
\end{align*}
\]

\[
\begin{align*}
(b) \quad \text{Funded: $485,000.00} \\
\end{align*}
\]
2. As a result of this modification, the total funded amount of the task order has been increased by $1,350,000.00.

3. The funding period under this task order reflects the following dates: 5/20/2005 through 3/1/2006.

4. All other terms and conditions remain unchanged.

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)

Michael B. Smith

15B. CONTRACTOR/OFFEROR

BOOZ ALLEN HAMILTON INC

8283 GREENSBORO DRIVE

MCLEAN VA 221023838

0069288570000

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: ☐ 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 this 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 must be in writing and receive prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase: $1,350,000.00

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 REFERENCED 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).

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

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

X FAR 43.103(a)(3) Mutual agreement of the parties

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return one copy to the issuing office.

F. DUNS Number: 006928857

1. The purpose of this modification is to add funding to line item 0001, Labor Support, by $1,350,000.00.

2. As a result of this modification, the total funded amount of the task order has been increased by $1,350,000.00, from $3,485,000.00, to $4,835,000.00.

3. The funding period under this task order reflects the following dates: 5/20/2005 through 3/1/2006.

4. All other terms and conditions remain unchanged.
**FOB:** Destination  
**Discount Terms:**  
Net 30  
**Period of Performance:** 05/20/2005 to 03/01/2006  
**Delivery Location Code:** DHS  
**Department of Homeland Security**  
245 Murray Lane  
Bldg. 410  
**ATTN:** ITP  
**Washington DC 20528**

Add Item 0001AB as follows:

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<td>0001AB</td>
<td>ITP Support Services</td>
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<td>1,350,000.00</td>
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Accounting Info:

(\text{b(2)})  
Funded: $810,000.00

Accounting Info:

(\text{b(2)})  
Funded: $43,383.60

Accounting Info:

(\text{b(2)})  
Funded: $324.00

Accounting Info:

(\text{b(2)})  
Funded: $108,453.60

Accounting Info:

(\text{b(2)})  
Funded: $43,383.60

Accounting Info:

(\text{b(2)})  
Funded: $56,937.60

Accounting Info:

(\text{b(2)})  
Funded: $26,519.40

Accounting Info: Continued...
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</table>
1. The purpose of this modification is to incorporate the attached list of labor categories and rates into the subject task order.

2. All other terms and conditions remain unchanged.

Period of Performance: 05/20/2005 to 03/01/2006

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

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED

(Signature of person authorized to sign)

NSN 7540-01-152-8070
Previous edition usable

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED

(Signature of Contracting Officer)

STANDARD FORM 30 (REV. 10-83)
PREScribed by GSA
FAR (48 CFR) 53.243
2. As a result of this modification, the total funded amount of the task order has been $1,333,983.00.

3. The funding period under this task order reflects the following dates: 3/1/2006 through 5/1/2006.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 6 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Michael B. Smith

16C. DATE SIGNED

5/1/2005
4. This modification also revises the accounting & appropriation data reflected under modification P00003.

5. All other terms and conditions remain unchanged.

FOB: Destination
Discount Terms:
Net 30
Period of Performance: 05/20/2005 to 05/01/2006

Add Item 0001ABB as follows:

**0001ABB**

This CLIN corrects the accounting and appropriation data associated with modification P00003.
Requisition No: RUIO-06-00094

Delivery Location Code: DHS
Department of Homeland Security
245 Murray Lane
Bldg. 410
ATTN: ITP
Washington DC 20528
Amount: $0.00
Accounting Info:

```plaintext
( b(2) )
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Funded: $0.00
Accounting Info:

```plaintext
( b(2) )
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Funded: $0.00
Accounting Info:

```plaintext
( b(2) )
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Funded: $0.00
Accounting Info:

```plaintext
( b(2) )
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Funded: $0.00
Accounting Info:

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( b(2) )
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Funded: $0.00
Accounting Info:

```plaintext
( b(2) )
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Funded: $0.00
Accounting Info:

```plaintext
( b(2) )
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Funded: $0.00
Accounting Info:

```plaintext
( b(2) )
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<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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Funded: $0.00
Accounting Info:

(F)

Add Item 0001AC as follows:

0001AC  Infrastructure Transformation Program Support Services
Continued ...

733,983.00
Requisition No: RU0-06-00184

Delivery Location Code: USM/CIO/ITP

Department of Homeland Security
Under Secretary for Mgmt, OCIO
Infrastructure Transformation Program
Anacostia Naval Annex
245 Murray Lane, SW; Bldg. 410
Washington DC 20528
Amount: $733,983.00

Accounting Info:

Add Item 0001AD as follows:

0001AD Infrastructure Transformation Program Support Services
Requisition No: RU0-06-00184

Delivery Location Code: USM/CIO/ITP

Department of Homeland Security
Under Secretary for Mgmt, OCIO
Infrastructure Transformation Program
Anacostia Naval Annex
245 Murray Lane, SW; Bldg. 410
Washington DC 20528
Amount: $600,000.00

Accounting Info:
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
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<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (If applicable)</th>
<th>6. ISSUED BY</th>
<th>7. ADMINISTERED BY (If other than Item 6)</th>
<th>8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and Zip Code)</th>
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<tr>
<td>P00006</td>
<td>05/19/2006</td>
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<td></td>
<td>DHS</td>
<td>Department of Homeland Security</td>
<td>McLean Allen Hamilton Inc</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Office of Procurement Operations</td>
<td>8283 Greensboro Drive MCLEAN VA 221023838</td>
</tr>
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<td></td>
<td></td>
<td>245 Murray Drive</td>
<td>Washington DC 20528</td>
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<td>POC: Rachel McIntyre (202) 357-(612)</td>
<td>Washington DC 20528</td>
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</tr>
</tbody>
</table>

**1. CONTRACT ID CODE**

006928857

**FACILITY CODE**

006928857

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

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

**CHECK ONE**

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

B. THE ABOVE NUMBERED CONTRACT/OFFER NO. IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). 

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

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

X FAR 43.103(a)(3) Mutual agreement of the parties

**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.)

**DUNS Number:** 006928857

1. The purpose of this modification is to incorporate the attached addendum to the SOW, for Data Center Support, along with the associated pricing required to complete this subtask.

2. This support reflects a change in the execution of the overall requirement, and will not result in a change to the ceiling price of the task order.

3. All invoices submitted under this task order shall include the labor categories: names of individuals and the number of hours charged. In addition, the monthly invoices shall be broken out by ITP Project Teams, reflecting a mapping system that grids the invoice costs.

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.

**16A. NAME AND TITLE OF SIGNER (Type or print)**

Jessica Wilson

**15B. CONTRACT/OFFER NO.**

NSN 7540-01-152-8070

**15C. DATE SIGNED**

05/20/2005

**16B. UNITED STATES OF AMERICA**

**16C. DATE SIGNED**

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jessica Wilson

Signature of person authorized to sign

Signature of Contracting Officer

STANDARD FORM 30 (REV. 10-83)
Prepared by GSA
FAR (48 CFR) 53.243
to specific projects.

4. All other terms and conditions remain unchanged.

Period of Performance: 05/20/2006 to 05/19/2007

<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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NSN 7540-01-152-8087

OPTIONAL FORM 335 (4-86)
Sponsored by GSA
FAR (48 CFR) 12.112
<table>
<thead>
<tr>
<th>Data Center Task Name</th>
<th>Data Center Task Definition</th>
<th>Data Center Deliverable</th>
<th>Maps to Existing BAH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process Development</td>
<td>Provide process engineering and implementation support with respect to managing the IT infrastructure and services at the DCS Data Centers. Define configuration, change, and release (CCR) management policies and procedures based on best practices. Develop Standard Operating Procedures for DCS that are coordinated between Central Operations and the two DCS Data Centers.</td>
<td>Standard Operating Procedures, Change Concept of Operations, Configuration &amp; Change Management Processes, Configuration, Change &amp; Release (CCR) Management Plans</td>
<td>Task 4.1.8, Task 4.1.7, Task 4.2.1, Task 4.3</td>
</tr>
<tr>
<td>Disaster Recovery Engineering Support</td>
<td>Plan and design Active-Active and failover solutions for all compute platforms, including the development, implementation and administration of operational functions supporting delivered solutions.</td>
<td>Active-Active and Failover Design for all Compute Platforms, Standard Operating Procedures for Use and Administration of Delivered Solutions</td>
<td>Task 4.3</td>
</tr>
<tr>
<td>Migration Engineering Support</td>
<td>Plan transition program to include system engineering/re-engineering requirements to support consolidation effort for all Components. Serve on a Tiger Team to coordinate consolidation efforts across Components to maximize COE and reduce transition schedule as possible. Exact cost estimates based upon analysis of consolidation opportunities across the Enterprise. Engineer consolidation effort for all compute platforms, including Mainframe, UNIX, WINTEL and Middleware.</td>
<td>Integrated Migration Schedule and Plan, System Re-Engineering Plan, Revised Cost Model based on Consolidation Opportunities</td>
<td>Task 4.3</td>
</tr>
<tr>
<td>Service Level Management Support</td>
<td>Coordinate the definition and delivery of Enterprise service levels throughout the DCS Project to include minimum standard level of operations, threshold tolerances, escalation process and procedures, and enterprise program interface service level agreements. Devise and deliver strategy for monitoring, maintaining and measuring compliance with established standards.</td>
<td>Service Level Agreement(s) — Operations, Service Level Agreement(s) — Enterprise Program Interface(s)</td>
<td>Task 4.1.9, Task 4.1.10</td>
</tr>
<tr>
<td>Project Support</td>
<td>Provide schedule, cost and performance monitoring and measurement support for the project. Update the project business case, and other documents, as required.</td>
<td>Updated Business Case, Performance Measures, EVM Tracking</td>
<td>Task 4.2.1, Task 4.2.2</td>
</tr>
</tbody>
</table>
a. Add funding in the amount of $654,246.08. The funded amount is increased from $6,168,983.00 by $654,246.08 to $6,823,229.08.

3. Exercise the option period one, for the period of performance through 5/19/07.

4. Correct the period of performance for the base period as shown on modification P00006. The correct ending date is 5/19/06.
5. Add an additional line item #5AA and #5BB to the task order, for day to day support of the data center, in accordance with the contractor's proposal 11502B (Revised) dated March 3, 2006. The proposal is hereby incorporated by reference. The period of performance for line item #5AA and #5BB is 5/1/06 to 5/19/06.

6. All other terms and conditions remain unchanged.

Discount Terms:
Net 30

Delivery Location Code: USM/CIO/ITP
Department of Homeland Security
Under Secretary for Mgmt, OCIO
Infrastructure Transformation Prog.
Anacostia Naval Annex
245 Murray Lane, SW; Bldg. 410
Washington DC 20528

FOB: Destination
Period of Performance: 05/20/2006 to 05/19/2007

Add Item 0005AA as follows:
This funding supports the ITP BAH contractor resource; this request furthers the transformation goal by procuring the resources necessary to provide day to day support for the ITP Project Team Data Center Services

0005AA
Additional funding to support the ITP PMO
Requisition No: RUIO-06-00336

Accounting Info:

Add Item 0005BB as follows:
This funding supports the ITP BAH contractor resource; this request furthers the transformation goal by procuring the resources necessary to provide day to day support for the ITP Project Teams (Data Center, Email and Network) and Program Management Office.

Continued ...
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>Additional funding to support the ITP PMO</td>
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<td>250,000.00</td>
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<td>Requisition No: RU00-06-00359</td>
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<td>Funded: $131,795.71</td>
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<td>(b)</td>
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<td>Funded: $118,204.29</td>
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</table>
1. The purpose of this modification is to add 

2. The funded amount is increased from $6,823,229.08 by 

3. All other terms and conditions remain unchanged.

Discount Terms: 
Net 30  
Continued ...
**NAME OF OFFEROR OR CONTRACTOR**
BOOZ ALLEN HAMILTON INC

**ITEM NO.**

<table>
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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
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<td>Department of Homeland Security</td>
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<td>Under Secretary for Mgmt, OCIO</td>
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<td>Infrastructure Transformation Prog.</td>
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<td>Anacostia Naval Annex</td>
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<td>245 Murray Lane, SW; Bldg. 410</td>
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<td>Washington DC 20528</td>
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<td>FOB: Destination</td>
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<td>Period of Performance: 05/20/2006 to 05/19/2007</td>
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<td></td>
<td>Add Item 0006 as follows:</td>
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<tr>
<td></td>
<td>This funding supports the ITP BAH contractor resource; this request furthers the transformation goal by procuring the resources necessary to provide day to day support for the ITP Project Teams (Data Center, Email, Network and PMO).</td>
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<td>This funding will kick off Option Year 1 of the ITP BAH Task Order award; modify existing contract award number HSHQPA-05-F-R00258.</td>
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<td>Reference PR#: RUIO-06-00336 &amp; RUIO-06-00359</td>
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<td>0006</td>
<td>Additional Funding</td>
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<td>Funded: $2,397,743.78</td>
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<td>Funded: $1,467,071.34</td>
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</table>
The purpose of this modification is to add
funding for the current option period.

1. Funding increases from $10,846,798.14 to $12,211,416.14 by $1,364,618.00.

2. All other terms and conditions remain unchanged.

3. The Option period is from 5/20/2006 to 5/19/2007.

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)

15B. CONTRACTOR/OFFEROR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

(Signature of person authorized to sign)

(Signature of Contracting Officer)
**NAME OF OFFEROR OR CONTRACTOR**
BOOZ ALLEN HAMILTON INC

---

**ITEM NO.**
(A)  

**SUPPLIES/SERVICES**
(B)  

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<td>1,364,618.00</td>
<td>1,364,618.00</td>
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Direct Questions To:
(1b) (2) Contract Specialist 202-447-(b)(2)

Discount Terms:
Net 30

FOB: Destination

Period of Performance: 05/20/2006 to 05/19/2007

Add Item 0007 as follows:

0007  
Funding added to the current period of performance.
The purpose of this modification is to add funding for the current option period.

1. Funding increases from $12,211,416.14 to $15,379,740.19 by $3,168,324.05.

2. All other terms and conditions remain unchanged.

3. The option period is from 5/20/2006 to 5/19/2007.

Continued ...

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

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

Courtney Byrd

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)

Preceded by GSA

FAR (48 CFR) 53.423

NSN 7540-01-152-8070

Previous edition unusable

0069288570000
**Name of Offeror or Contractor:** BOOZ ALLEN HAMILTON INC

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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>Direct questions to: Costella H. Davis, Contract Specialist, 202-447-(2)</td>
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<td>Days After Award</td>
<td>Net 30</td>
<td>3,168,324.05</td>
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- **FOB:** Destination
- **Delivery:** 1 Days After Award
- **Discount Terms:** Net 30
- **Delivery Location Code:** DHS
- Department of Homeland Security
  245 Murray Lane
  Bldg. 410
  Washington DC 20528

**Mark For:**
- Department of Homeland Security
- Office of Procurement Operations
  245 Murray Drive
  Bldg. 410
  Washington DC 20528

- **FOB:** Destination
- **Period of Performance:** 05/20/2006 to 05/19/2007

- **Add Item 0008 as follows:**
  Adding additional funding to support the ITP BAH contractor resources that provide day to day support for ITP Data Center and PMO activities. Funding will cover support for these activities for the remainder of the POP ending on May 19, 2007.

**NSN 7540-01-152-6067**
Task Order Amount: $15,379,740.19 by $4,313,364 to the new amount of $19,693,104.19.

As a result of this modification the task order amount is hereby increased from $15,379,740.19 by $4,313,364 to the new amount of $19,693,104.19.

The purpose of this modification is to extend the period of performance of the subject contract for six months from May 19, 2007 to November 19, 2007 in accordance with FAR 52.217-8 Option to Extend Services.

The Booz-Allen-Hamilton proposal dated 5/18/07 is incorporated herein by reference.

As a result of this modification the task order amount is hereby increased from $15,379,740.19 by $4,313,364 to the new amount of $19,693,104.19.
4. The extension will use the same skill mix and current burn rate, and all other task order terms and conditions would remain the same.

Delivery: 11/19/2007

Discount Terms:
Net 30

Delivery Location Code: DHS
Department of Homeland Security
245 Murray Lane
Bldg. 410
Washington DC 20528

Mark For:
Department of Homeland Security
Office of Procurement Operations
245 Murray Lane
Bldg. 410
Washington DC 20528

FOB: Destination

Period of Performance: 05/19/2006 to 11/19/2007

Add Item 0009 as follows:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0009</td>
<td>Bridge current BAH Contract and provide support for day to day support of ITP Data Center and PMO activities. Funding will cover these activities from 20 May 2007 through 11 Nov 2007</td>
<td>1</td>
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<td>4,313,364.00</td>
<td>4,313,364.00</td>
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</table>

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

Accounting Info:

\( b_0(2) \)

Funded: $4,313,364.00

Accounting Info:

\( b_0(2) \)

Funded: $0.00
The purpose of this modification is as follows:

1. to extend the period of performance of the subject Task Order from November 19, 2007 to November 30, 2007 in accordance with FAR 52.217-8 Option to Extend Services.
2. add labor hour CLINs 0010 - 0011 for additional support services and Travel, respectively.
3. increase the total value of the contract by $197,374.56.

Continued...

Except as provided herein, all terms and conditions of the document referenced in item 9A, 10A, 10B, and 11A as hereinafter changed, remains unchanged and in full force and effect.

Reference Booz Allen quote dated 9/25/07.

The purpose of this modification is as follows:

1. to extend the period of performance of the subject Task Order from November 19, 2007 to November 30, 2007 in accordance with FAR 52.217-8 Option to Extend Services.
2. add labor hour CLINs 0010 - 0011 for additional support services and Travel, respectively.
3. increase the total value of the contract by $197,374.56.

Continued...

Except as provided herein, all terms and conditions of the document referenced in item 9A, 10A, 10B, and 11A as hereinafter changed, remains unchanged and in full force and effect.

Reference Booz Allen quote dated 9/25/07.

The purpose of this modification is as follows:

1. to extend the period of performance of the subject Task Order from November 19, 2007 to November 30, 2007 in accordance with FAR 52.217-8 Option to Extend Services.
2. add labor hour CLINs 0010 - 0011 for additional support services and Travel, respectively.
3. increase the total value of the contract by $197,374.56.

Continued...

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

Reference Booz Allen quote dated 9/25/07.
This contract is hereby changed as follows:
1. The period of performance for this contract is 5/20/05 - 11/30/07
2. CLINs 0010 - 0011 are added.
3. Total amount for this contract is $19,890,478.75.
Delivery: 11/30/2007
Discount Terms: Net 30

Delivery Location Code: DHS
Department of Homeland Security
245 Murray Lane
Bldg. 410
Washington DC 20528

FOB: Destination
Period of Performance: 09/30/2007 to 11/30/2007

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>Project Management Support Services, Government Site, Time and Material, includes: Advance Technical Task Lead (3) - 344 hours/person (1,032 hours total) at $118.58/hr for a total amount of $122,374.56. Period of Performance: 9/30/07 - 11/30/07</td>
<td>1</td>
<td>LO</td>
<td>122,374.56</td>
<td>122,374.56</td>
</tr>
<tr>
<td>0011</td>
<td>Travel &amp; ODCs - In support of CLIN 0010 All travel shall be in accordance with the Federal Travel Regulations (FTR) and authorized by the Contracting Officer's Technical Representative (COTR) prior to expenditure. The amount of this line item is estimated only and is cost-reimbursable. It is noted at a Not-To-Exceed (NTE) amount. Period of Performance of 9/30/07-11/30/07</td>
<td>1</td>
<td>LO</td>
<td>75,000.00</td>
<td>75,000.00</td>
</tr>
</tbody>
</table>
Request for Quotation (RFQ)
RFQ-05-RM0001

Dear Vendor,

Enclosed you will find the Statement of Work and supporting documentation that outlines the requirement for the Department of Homeland Security, Infrastructure Transformation Program Management Support. The requirement will be procured under GSA Schedule 70, Special Item Numbers (SIN) 132-51, for Information Technology Services. The following information is pertinent for the preparation of your quote:

- This requirement will be issued as a time and materials (T&M) task order. A ceiling price will be established for this T&M order.

- The Evaluation Factors are included in the attachment. The order will be placed with the schedule contractor that represents the best value to the government.

- Written responses shall include a Management Plan (page limitations have been established at no more than 20 pages, excluding resumes), Past Performance information, and Pricing. Oral Presentations shall be required for the offerors’ Technical Approach. It is anticipated that these presentations will be scheduled during the week of May 5, 2005. The government will notify each offeror of the time and location of the oral presentations, after receipt of the offeror’s written responses to the RFQ.

- Vendors shall submit all questions related to this request, to the Contract Specialist, in writing, no later than 12:00 Noon (Local Time), Monday April 25, 2005.

- The scheduled date and time for receipt of quotes is 12:00 Noon (local Time), Monday, May 2, 2005.

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

  (b/2)

If you have any questions regarding this requirement, please contact me on (202) 357-

(b/2)

Sincerely,
Rachel McIntyre
DHS, Contract Specialist
May 18, 2007

Department of Homeland Security
Office of the Chief Information Officer
245 Murray Lane, S.W. Suite 410
Washington, DC 20528

Attention: Mr. Michael B. Smith

Reference: Contract HSHQPA-05-F-R00258 issued against GS-35F-0306

Dear Mr. Smith:

Booz Allen Hamilton Inc. ("Booz Allen") is pleased to submit the this letter proposal to extend the period of performance of the referenced Task Order from May 19, 2007 to November 30, 2007 in accordance with FAR 52.217-8 "Option to Extend Services.", in response to your request.

Based on a burn rate \(b(4)\) of \(b(4)\) per month utilizing the current skill mix, we will need a total of \(b(4)\) n additional funding to cover the extended work for six months through the end of November 2007. Please note that the current funding that is already on contract will cover our work until \(b(4)\). The table below depicts the burn rate by month:

\[
\begin{pmatrix}
\vdots \\
\vdots \\
\vdots \\
\vdots \\
\vdots \\
\vdots \\
\end{pmatrix}
\]

Should you have any questions or need any additional information regarding these categories, please don't hesitate call Jay Wootten at 703-377-1644.

Sincerely,

Frederick W. Knops

Booz Allen Hamilton INC.