

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 07/31/2007		2. CONTRACT NO. (if any) GS-10F-0071N		B. SHIP TO.	
3. ORDER NO. HSHQDC-07-F-00157		4. REQUISITION/REFERENCE NO. See Schedule		a. NAME OF CONSIGNEE Department of Homeland Security	
6. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations Preparedness Branch 245 Murray Lane, SW Building 410 Washington DC 20528				b. STREET ADDRESS 245 Murray Lane Bldg. 410	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20528	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR CENTRA TECHNOLOGY INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 25 BURLINGTON MALL ROAD				REFERENCE YOUR:	
d. CITY BURLINGTON				<input checked="" type="checkbox"/> b. DELIVERY	
e. STATE MA				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
f. ZIP CODE 018034181				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Department of Homeland Security	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS
				<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: (b)(4) DUNS Number: 148058019+0000 This task order is issued against the General Services Administration Mission Oriented Business Integrated Services Federal Supply Schedule. The contractor Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(a) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Department of Homeland Security				\$4,719,623.35		17(b) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) IAIP 245 Murray Lane, SW Building 410 Attn: Ajay Pillai						
c. CITY Washington		d. STATE	e. ZIP CODE 20528	\$4,719,623.35		
22. UNITED STATES OF AMERICA BY (Signature) (b)(6)		23. NAME (Typed) David Ritter TITLE: CONTRACTING/ORDERING OFFICER				

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PREVIOUS EDITION NOT USABLE

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

IMPORTANT: Mark all packages and papers with contract and/or order numbers.
 DATE OF ORDER: 07/31/2007
 CONTRACT NO.: GS-10F-0071N

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ORDER NO.
 HSRQDC-07-F-00157

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	shall provide infrastructure risk assessment services in accordance with the attached statement of work. The period of performance shall be August 1, 2007 through July 31, 2008. Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations Preparedness Branch 245 Murray Lane, SW Building 410 Washington DC 20528 Period of Performance: 08/01/2007 to 07/31/2008 Task Order Management IAW SOW: Section 4.1, Task 1 Requisition No: RPHI-07-00015 Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4)					
0002	Infrastructure Planning & Coordination IAW SOW: 4.2, Task 2 Requisition No: RPHI-07-00015 Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4)					
0003	Infrastructure Risk Assessment IAW SOW: Section 4.3, Task 3 Requisition No: RPHI-07-00015 Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4) Account: HITRACO 000 M6 4020-01-000 Continued ...					

(b)(4)

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

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

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

DATE OF ORDER
07/31/2007

CONTRACT NO.
GS-10F-0071N

ORDER NO.
HSHQDC-07-F-00157

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0004	01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$1,157,902.19 Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4)				(b)(4)	
	Critical Infrastructure Foreign Ownership Control and Influence (FOCI) Analysis IAW SOW: Section s 4.4, Task 4 Requisition No: RPHI-07-00015 Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4)					
0005	Quick Response Task IAW SOW: Section s 4.5, Task 5 Requisition No: RPHI-07-00015 Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded (b)(4)					
0006	Optional Task - Support HIRAC and Other DHS Programs with State and Local Fusion Centers IAW SOW: Section 4.6, Task 6 Requisition No: RIIA-07-00146, RPHI-07-00015 Accounting Info: 2007 RA07 10 1013 0320 2511 Funded (b)(4) Accounting Info: 2007 RA07 10 1013 0350 2511 Funded (b)(4) Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Continued ...					

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

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

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

DATE OF ORDER 07/31/2007 CONTRACT NO. GS-10F-0071N

ORDER NO. HSNQDC-07-F-00157

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0007	Funded: (b)(4) Optional Task - Support HITRAC and Other DHS Open Source Intelligence (OSINT) Programs IAW SOW: Section 4.7, Task 7 Requisition No: RIIA-07-00146 Accounting Info: 2007 RA07 10 1013 0350 2511 Funded: (b)(4)				(b)(4)	
0008	Travel IAW SOW: Section 6.0 Requisition No: RPHI-07-00015 Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-0E-25-76 HI7013 Funded: (b)(4)					
0009	Transition Management IAW SOW: Section 7.0 (Not Separately Priced) Product/Service Code: R799 Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES The total amount of award: \$4,719,623.35. The obligation for this award is shown in box 17(i).	30	DA			0.00

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

CONTRACTOR SIGNATURE PAGE

(b)(6)

7/31/07
Date

I. This is a labor our task order.

II. The contractor shall perform all work set forth in the statement of work, the instructions contained herein, and all terms and conditions of General Services Administration (GSA) Mission Oriented Business Integrated Services contract number GS-10F-007IN.

III. Labor Categories, Unit Prices Per Hour and Payment

The contractor shall provide the following types of labor at the corresponding unit price per hour in accordance with the terms of this contract. The unit price per hour is inclusive of the hourly wage plus any applicable labor overhead, General and Administrative (G&A) expenses, and profit. Payment shall be made to the contractor upon delivery to and acceptance by the Government office requesting services. The total amounts billed shall be derived by multiplying the actual number of hours worked per category by the corresponding price per hour.

Statement of Work Tasks 1-5, 8 and 9

Labor Category	Labor Rate 8/1/07 – 10/31/07	Labor Rate 11/1/07 – 7/31/08	Level of Effort
Administrative Assistants 2	(b)(4)		
Administrative Assistants 2 Govt. Site			
Business Improvement Specialists 2			
Business Improvement Specialists 3			
Executive Consultants C5			
Management Specialists 1			
Management Specialists 1 Govt. Site			
Management Specialists 2			
Management Specialists 2 Govt. Site			
Management Specialists 3			
Management Specialists 3 Govt. Site			
Management Specialists 4			
Management Specialists 4 Govt. Site			
Management Specialists 5			

Optional Statement of Work Tasks 6-7

Labor Category	Labor Rate 8/1/07 – 10/31/07	Labor Rate 11/1/07 – 7/31/08	Level of Effort
Executive Consultant 5	(b)(4)		
Management Specialists 3			
Management Specialists 4			
Management Specialists 4 Govt. Site			
Management Specialists 5			
Management Specialists 5 Govt. Site			

IV. SUPPLEMENTAL CLAUSES and PROVISIONS

52.204-2 Security Requirements. (AUG 1996)

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

(b) The Contractor shall comply with -

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

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

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

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

(End of clause)

52.217-8 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 of the expiration date of the task order.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

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

http://www.dhs.gov/dhspublic/interapp/editorial/editorial_0419.xml

(End of clause)

CONTINUED ON THE NEXT PAGE

Task Order HSHQDC-07-F-00157
Infrastructure Risk Assessment

Clause Number	Clause Title	Issue Date	Clause Type
<u>52.202-1</u>	DEFINITIONS	JUL 2004	
<u>52.203-3</u>	GRATUITIES	APR 1984	
<u>52.204-4</u>	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000	
<u>52.204-7</u>	CENTRAL CONTRACTOR REGISTRATION	OCT 2003	
<u>52.212-4</u>	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	OCT 2003	
<u>52.212-5</u>	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS	JUL 2005	874
<u>52.215-21</u>	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1997	(ALTERNATE IV - OCT 1997)(VARIATION I-AUG 1997)
<u>52.216-18</u>	ORDERING	OCT 1995	(VARIATION-OCT 1995)
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	(VARIATION I-AUG 1999) (TAILORED)
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	(VARIATION-OCT 1995)
<u>52.219-16</u>	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999	
<u>52.222-1</u>	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	
<u>52.232-17</u>	INTEREST	JUN 1996	
<u>52.232-37</u>	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999	
<u>52.232-7</u>	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	AUG 2005	(ALTERNATE II FEB 2002)
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	
<u>52.247-29</u>	F.O.B. ORIGIN	JUN 1988	
<u>52.211-15</u>	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS	SEP 2004	
<u>52.212-70</u>	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE)	AUG 1997	(TAILORED)
<u>52.212-71</u>	CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS	JUL 2003	874
<u>52.212-72</u>	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS	SEP 2003	874
<u>52.215-72</u>	PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION	AUG 1997	
<u>52.216-70</u>	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE CONTRACTS	SEP 1999	874 (ALTERNATE I-SEP 1999)
<u>52.216-72</u>	PLACEMENT OF ORDERS	SEP 1999	(ALTERNATE II-SEP 1999)(TAILORED)
<u>52.229-71</u>	FEDERAL EXCISE TAX-DC GOVERNMENT	SEP 1999	
<u>52.232-23</u>	ASSIGNMENT OF CLAIMS	SEP 1999	
<u>52.232-74</u>	INVOICE PAYMENTS	SEP 1999	
<u>52.232-77</u>	PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD	MAR 2000	(ALTERNATE I-MAR 2000)
<u>52.232-78</u>	PAYMENT INFORMATION	JUL 2000	
<u>52.232-82</u>	CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS	MAY 2003	

Clause Number	Clause Title	Issue Date	Clause Type
<u>552.238-71</u>	SUBMISSION OF AUTHORIZED FSS SCHEDULE PRICELISTS	SEP 1999	(DEVIATION JUL 2004)
<u>552.238-73</u>	CANCELLATION	SEP 1999	
<u>552.238-74</u>	INDUSTRIAL FUNDING FEE AND SALES REPORTING	JUL 2003	
<u>552.238-75</u>	PRICE REDUCTIONS	MAY 2004	
552.238-78 Alt I	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES)	MAY 2004	(ALTERNATE I -- FEB 2007)
<u>552.243-72</u>	MODIFICATIONS (MULTIPLE AWARD SCHEDULE)	JUL 2000	
<u>C-10FT-500</u>	DELIVERY SCHEDULE (COMMERCIAL PROFESSIONAL SERVICES)		
<u>C-FSS-370</u>	CONTRACTOR TASKS / SPECIAL REQUIREMENTS	NOV 2003	
<u>CSP-1</u>	COMMERCIAL SALES PRACTICES FORMAT		874
<u>D-FSS-10FT-500</u>	PACKAGING AND PACKING (APPLIES TO DELIVERABLES ONLY)		
<u>G-FSS-10FT-500</u>	TASK ORDER INVOICE REQUIREMENTS		
<u>G-FSS-900-C</u>	CONTACT FOR CONTRACT ADMINISTRATION	JUL 2003	(TAILORED)
<u>G-FSS-907</u>	ORDER ACKNOWLEDGEMENT	APR 1984	
<u>I-FSS-103</u>	SCOPE OF CONTRACT- WORLDWIDE	JUL 2002	
<u>I-FSS-106</u>	GUARANTEED MINIMUM	JUL 2003	
<u>I-FSS-108</u>	CLAUSES FOR OVERSEAS COVERAGE	MAY 2000	
<u>I-FSS-109</u>	ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS	MAR 1998	
<u>I-FSS-10FT-100</u>	SUPPORT TO BE PROVIDED BY THE GOVERNMENT		
<u>I-FSS-140-B</u>	URGENT REQUIREMENTS	JAN 1994	
<u>I-FSS-163</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN)	APR 2000	
<u>I-FSS-249-B</u>	DEFAULT	MAY 2000	
<u>I-FSS-314</u>	FOREIGN TAXES AND DUTIES	DEC 1990	
<u>I-FSS-40</u>	CONTRACTOR TEAM ARRANGEMENTS	JUL 2003	
<u>I-FSS-50</u>	PERFORMANCE REPORTING REQUIREMENTS	FEB 1995	
<u>I-FSS-597</u>	GSA ADVANTAGE!	SEP 2000	
<u>I-FSS-599</u>	ELECTRONIC COMMERCE- FACNET	APR 1997	
<u>I-FSS-60</u>	PERFORMANCE INCENTIVES	APR 2000	
<u>I-FSS-600</u>	CONTRACT PRICE LISTS	JUL 2004	
<u>I-FSS-639</u>	CONTRACT SALES CRITERIA	MAR 2002	

Clause Number	Clause Title	Issue Date	Clause Type
I-FSS-680	DISSEMINATION OF INFORMATION BY CONTRACTOR	APR 1984	
I-FSS-646	BLANKET PURCHASE AGREEMENTS	MAY 2000	
I-FSS-95	RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS	JUN 2003	
I-FSS-965	INTERPRETATION OF CONTRACT REQUIREMENTS	APR 1984	
I-FSS-969	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE	JAN 2002	874
K-FSS-1	AUTHORIZED NEGOTIATORS	MAR 1998	
K-FSS-9	SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM	SEP 2000	

3052.204-71 Contractor Employee Access ALTERNATE I (JUN 2006)

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

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

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

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a

person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or 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, or resources.

(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.

(l) 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)

3052.209-70 Prohibition on contracts with corporate expatriates (DEC 2003)

(a) Prohibitions.

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

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any

jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

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

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

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

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

(A) 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

(B) 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.

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:

(1) stock held by members of the expanded affiliated group which includes the foreign

incorporated entity; or

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

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

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 subsection (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.

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:

(A) warrants

(ii) options

(iii) contracts to acquire stock

(iv) convertible debt instruments

(v) others similar interests

(B) 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.

(e) Disclosure

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

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

(End of provision)

3052.215-70 Key personnel or facilities. (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Name	Position
(b)(6)	Program Manager

(End of clause)

3052.242-72 Contracting officer's technical representative. (DEC 2003)

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

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

(End of clause)

3052.245-70 Government property reports. (DEC 2003)

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

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DHS F 4220.43, Contractor Report of Government Property.

(End of clause)

3052.209-72 Organizational Conflict of Interest (Jul 2004) (Deviation)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting **CANNOT BE DETERMINED AT THIS TIME.**

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

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

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

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

(d) Mitigation/Waiver. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes it can be mitigated, neutralized, or avoided, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan. If not defined, then this provision applies fully.

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

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

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

Subpart 3009.507- 2 Contract Clause. This subpart is added: The contracting officer shall insert a clause substantially the same as the clause at 3052.209-73, Limitation of Contracting in solicitations and contracts when a potential organizational conflict of interest exists and mitigation is not feasible.

3052.209-73 LIMITATION OF FUTURE CONTRACTING (Jul 2004) (Deviation)

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

(b) The nature of this conflict is [**CANNOT BE DETERMINED AT THIS TIME**].

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in 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.

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

3052.242-71 Dissemination of Contract Information (DEC 2003)

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

(End of clause)

PERIOD OF PERFORMANCE

The period of performance for the task order shall continue through twelve (12) months from the date of award.

(End)

SUBMISSION OF INVOICES

Original invoices shall be sent to the address identified in block 21 of form **Optional Form 347**. The invoice must contain the (1) contract number or blanket purchase agreement as applicable, (2) order number, (3) applicable contract line item number(s). The invoice must comply with the payment clause in this award document to be considered a proper invoice.

The contractor shall also submit invoices to the following locations:

NPPDVendorInvoices@HQ.DHS.GOV

and to:

FLETC
1131 Chapel Crossing Road, Bldg. 66 – Finance
Glynco, GA 31524
Attn: Rosemary Bonner

(End)

CONTRACTING OFFICERS - TECHNICAL REPRESENTATIVE

The Contracting Officer may designate a Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract and in any Task Order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract and any Task Orders issued. The Contracting Officer shall authorize any such revision in writing.

(End)

TRAVEL (Reference Contract Line Item Number 0009 in the Price Schedule)

The Contractor shall seek Government approval in advance of incurring any expenses associated with travel. Government approval is provided by the Contracting Officer. The Contractor shall provide estimated costs, including any quotes, with its approval request. Travel costs will be reimbursed in accordance with the Federal Travel Regulations. Allowable and reasonable costs incurred by the contractor will be reimbursed within the Not-To-Exceed ceiling established in the task order's Price Schedule. The Contractor shall not invoice the Government for any associated fee or profit above the actual costs incurred for travel. Once proposed costs are approved by the Government, the Contractor shall not exceed the established ceiling.

(End)

FUNDING FLEXIBILITY

The contractor is authorized to utilize the available funding, as necessary, across contract line item numbers (CLINs) in the task order in those instances where CLINs share the same accounting/appropriation line. The contractor is not restricted to the price listed for each CLIN as long as the aggregate ceiling price for the CLINs with identical accounting/appropriation lines is not exceeded. This funding flexibility does not authorize the contractor to exceed the ceiling price.

OPTIONAL STATEMENT OF WORK TASKS 6 AND 7 (Reference CLINs 0006 and 0007)

This task order contains CLINs for optional tasks. The contractor shall not incur any costs under these CLINs unless written authorization is provided by the Contracting Officer.

**STATEMENT OF WORK
FOR
INFRASTRUCTURE RISK ASSESSMENT AND RELATED PROGRAMS**

1.0 Requiring Organization

U.S. Department of Homeland Security (DHS)
National Protection and Programs Directorate
Office of Infrastructure Protection (IP)
DHS Infrastructure Threat and Risk Analysis Center (HITRAC)

2.0 Background

The U.S. Department of Homeland Security's (DHS') Homeland Infrastructure Threat and Risk Analysis Center (HITRAC) reports to both the Office of Intelligence Analysis (OI&A) and the Office of Infrastructure Protection (OIP). It brings together members of the Intelligence Community under OI&A and infrastructure specialists from the OIP as well as experts from the National Communications System and the National Cyber Security Division, among others, to produce strategic-level infrastructure risk assessments. Under this dual structure, infrastructure protection requirements come from the Assistant Secretary for Infrastructure Protection while approval for all intelligence derived production remains with the Assistant Secretary for Intelligence and Analysis.

The HITRAC mission represents a unique capability within the U.S. Government. HITRAC threat analysts have access to traditional intelligence community reporting, as well as to DHS component-specific intelligence and information reporting. HITRAC infrastructure protection sector specialists identify sector-specific vulnerabilities and consequences of attack. Other HITRAC personnel provide analytical insight into threats and risks associated with foreign, ownership, control and influence (FOCI) of foreign direct investment in the United States. HITRAC analysts then integrate all available information to produce strategic-level infrastructure risk assessments for federal, state, and local authorities and the private sector. HITRAC crafts products that make intelligence information more relevant to infrastructure owners and operators by framing our analysis in the context and unique operating environment of all seventeen critical infrastructure and key resources (CI/KR) sectors.

3.0 Scope

The objective of this effort is to obtain professional services for DHS to support development and execution of HITRAC infrastructure risk assessments and related programs.

4.0 Specific Tasks

4.1 Task 1. Task Order Management

The contractor shall provide on-site and off-site staff for the performance of critical infrastructure risk assessment support activities.

The responsibilities under this task include, but are not limited to, the activities described below.

The objective of this activity is to manage the contracting process by effectively and efficiently maintaining cost, schedule, and quality control of all services provided and products produced.

The contractor shall determine the project organization and the overall management required to accomplish the work. The contractor shall:

- a. Provide monthly and quarterly program reviews in accordance with formats and content that will be approved by the Government post award.
- b. Provide monthly contract and task performance progress reports by the 10th of each month that outlines the expenditures, billings, work accomplished during the month, deliverables submitted, work planned for the subsequent month, deliverables planned for the subsequent month, and any problems or issues encountered in contract or task performance.

4.2 Task 2. Infrastructure Planning and Coordination

The objective of this activity is support infrastructure risk assessment coordination and planning activities. The contractor shall:

- a. Support infrastructure protection executive secretary functions that include: management, control and tasking of correspondence; coordination of decision and information packages; and management of requests for the Office of Infrastructure Protection support to external agencies at the Federal Government level and below.

4.3 Task 3. Infrastructure Risk Assessment

- The contractor shall provide on-site and off-site staff for the performance of critical infrastructure risk assessment support activities.

The objective of this activity is to provide consulting services that help HITRAC build public and industry awareness and understanding of the threats and risk to infrastructure sectors. The contractor shall provide infrastructure risk assessment support services to include, but not limited to:

- a. Develop, implement and provide ongoing infrastructure risk assessment program guidance and supporting documentation.
- b. Provide research and analysis that serves as a basis for HITRAC infrastructure risk assessments, including, but not limited to include threat, vulnerabilities, and consequence of loss of critical infrastructure.
- c. Analyze, develop, refine, and enhance HITRAC's infrastructure risk methods including evaluating new risk methods and incorporating applicable features.
- d. Provide programmatic support to the HITRAC risk assessment program including supporting the exchange of information among DHS, other Government agencies, and civilian organizations/individuals.

4.4 Task 4. Critical Infrastructure Foreign Ownership, Control and Influence (FOCI) Analysis

- The contractor shall provide on-site and off-site staff for the performance of critical infrastructure risk assessment support activities.

The objective of this activity is to support the Homeland Infrastructure Threat and Risk Analysis Center (HITRAC) in threat and risk analysis of FOCI associated with foreign direct investment in the United States. The contractor shall provide FOCI analytical services to include, but not limited to:

- a. Conducting assessments (legislative, regulatory, technological, threats-vulnerabilities-risks, *etc.*).
- b. Conducting open source and classified research of foreign companies and individuals.
- c. Producing integrated risk analysis on FOCI of U.S. critical infrastructure.
- d. Developing threat/vulnerability/risk mitigation measures.
- e. Identifying, recommending, and using automation tools to optimize program effectiveness.

4.5 Task 5. Quick Response Task

The contractor shall provide quick response support, as needed, from date of award of contract through end of contract with written technical direction (TD) specifying the support required. Quick response activities include, but are not limited to, comprehensive literature surveys; technical data compilation and analysis; cost and performance analysis; technical report reviews and critiques; preparation of technical, programmatic, and budget presentation materials; preparation of fact sheets; preparation of papers and presentation packages for briefing public and private sector organizations; providing quick turnaround on engineering and economic evaluations and analyses; and attending technical meetings. Quick response activities do not include any activities specified elsewhere in this SOW. Quick response activities do not include supplying any software or hardware. The COTR will send the TD letter to the Contracting Officer for approval. After approval, the Contracting Officer will forward the TD to the contractor. When immediate technical direction must be given to the contractor outside of normal business hours, the COTR shall issue the TD letter to the contractor for the required services provided sufficient funding remains under the contract. A copy of the TD letter shall be forwarded to the Contracting Officer on the next business day.

In those instances where the services under a TD necessitate additional funding, the contractor will be authorized to proceed through a funded modification to the contract, which is issued by the Contracting Officer. The contractor shall track all costs for each TD separately.

4.6 *OPTIONAL* Task 6. Support HITRAC and Other DHS Programs with State and Local Fusion Centers (SLFC)

- The contractor shall provide off-site staff for the performance of State and Local Fusion Center support activities.

HITRAC provides threat and other information to SLFCs to enhance risk-based decisions that State and Local authorities make. The objective of this task is to expand DHS information support provided to SLFCs, particularly in helping them communicate their information needs to DHS and obtain targeted analytical support, including open source analysis. The contractor shall provide support related to State and Local Fusion Centers to include, but not limited to:

- a. Gather and review information throughout DHS and at selected State and Local Fusion Centers in order to assess the role of Standing Information Requirements, Requests for Information and Open Source Intelligence in enabling the Fusion Centers and their stakeholders to carry out their Homeland Security responsibilities.

- b. Deploy the present systems associated with Information Requirements and Requests for Information at these SLFC locations in order to assess their effectiveness and develop specific recommendations to enhance their utility for State and Local Fusion Centers across the country.

4.7 *OPTIONAL* Task 7. Support HITRAC and Other DHS Open Source Intelligence (OSINT) Programs

- The contractor shall provide off-site staff for the performance of Open Source Intelligence support activities.

OSINT is a critical component of the threat and risk assessment support that HITRAC and other DHS elements provide to State and local authorities. The objective of this task is to enhance the OSINT support provided by HITRAC and related programs. The contractor shall provide support related to OSINT to include, but not limited to:

- a. Determine and assess the role of OSINT in supporting the work of SLFC and develop, in conjunction with other national Open Source providers, programs to improve OSINT support to SLFCs.
- b. Develop a plan for expanded OSINT support for HITRAC and other DHS elements that draws on existing support from the Open Source Center and other resources to enhance DHS Open Source capabilities and products.

5.0 Reserved

6.0 Travel

All travel costs shall be reimbursed in accordance with the Federal Travel Regulations (FTR). Local travel costs shall not be reimbursed. Local travel means travel within a fifty (50) mile radius of the contractor's primary worksite. The contractor shall obtain approval from the Contracting Officer prior to incurring any costs for travel.

7.0 Transition Management

The Contractor shall develop, document and monitor the execution of a transition plan that may be used to transition tasks and materials to a new Contractor, or to the Government. The plan will incorporate an inventory of all services and materials developed that will be required to fully perform the services provided under this task order. The plan will include a schedule of briefings, including dates and time and resources allotted, that will be required to fully transition all materials developed to the follow-on Contractor, and will provide the names of individuals that will be responsible for fully briefing their follow-on counterparts. The plan is to ensure that the follow-on Contractor, or the Government, will be provided sufficient information and be fully briefed at least 30 days before the current expiration date of the contract, to provide adequate time for the new Contractor to have their personnel completely familiar with the requirements and in place on the turnover date. The Contractor shall plan for a 30 day(s) transition period. The plan shall provide the contact information

for contractor individuals who will be assigned to the transition team and identify their roles in the transition.

The Contractor shall participate in transition meetings with the program manager and project staff, and representatives of the successor Contractor. The purpose of these meetings is to review project materials and take preparatory steps to ensure an effective transition in Contractor support.

The transition plan is due to the Government 60 days prior to the expiration date of the task order.

7.0 Place of Performance

The place of performance will be both at Government facilities in the Washington, D.C., metropolitan area and at Government-approved contractor sensitive compartmented information facility (SCIF) sites.

On-site, full-time staff shall work 40 hours per week. The contractor shall observe 10 Government holidays:

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

8.0 Reserved

9.0 Quality Assurance

The contractor is responsible for conducting quality control checks to insure that it is meeting the terms and conditions of the contract. The Government has the right to perform quality assurance checks at any time or place as long as it does not interfere with the progress of the contracted work.

10.0 Deliverables

Contract deliverables and due dates are identified in the deliverable schedule.

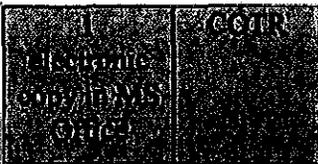
The COTR, or other persons designated by the COTR, will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with contract requirements. The contractor shall ensure the accuracy and completeness of all deliverables. The Government will consider errors, misleading statements, incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies and the contractor shall make corrections at no additional cost to the Government.

Unless otherwise indicated, the Government will have five business days to review draft deliverables and make comments. The contractor shall have five business days to make corrections. Upon receipt of the final deliverables, the Government will have two business days

for final review prior to acceptance or providing documented reasons for non-acceptance. The Government will reapply the same acceptance criteria previously described. If the deliverable does not meet the acceptance criteria a second time, the Government may consider the contractor as having deficient performance with respect to the deliverable. Should the Government fail to complete the review within the review period; the deliverables will become acceptable by default.

The contractor shall submit all deliverables and invoices to the COTR. The contractor shall submit copies of invoices and monthly reports to the Contracting Officer.

Item ID	Deliverable	Due Date	Format	Review
4.1.1	Quarterly Program Reviews	15 th work day following end of quarter	Electronic copy in PDF format	COTR
4.1.1	Monthly Task Performance Progress Reports	10 th work day following end of month	Electronic copy in PDF format	COTR
4.3	Supporting Documentation For Infrastructure Risk Assessment Program	As required, expected to be quarterly	Electronic copy in PDF format	COTR
4.3	Risk Assessments Research and Analysis Reports	As required, expected to be monthly	Electronic copy in PDF format	COTR
4.3	Infrastructure Risk Methodologies	As required, expected to be bi-annually	Electronic copy in PDF format	COTR
4.4	FOCI Risk Assessments	10 days after assignment	Electronic copy in PDF format	COTR
4.5	As directed, literature surveys; analytical reports on technical issues; written critiques; fact sheets; and papers and presentation packages.	Upon request, turnaround may be 24 hours	Electronic copy in PDF format	COTR

7.0	Transition Plan	60 days Prior to Task Order expiration	
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* Provided in contractor-supplied formats.

11.0 Government-Furnished Equipment/Government-Furnished Information

11.1 Government-Furnished Equipment (GFE)

The Government will provide office space, supplies, and/or access to necessary telecommunications and computer equipment for the front office support services work that is to be performed on-site. The contractor will be responsible for any of these items needed for work at their facilities. The contractor will not have a due diligence event to evaluate the Government furnished property or information before award. The Government will make meeting rooms available when required.

11.2 Government-Furnished Information (GFI)

A variety of information will be provided by the Government on an as-needed basis. Contractor personnel will have access to any documentation on DHS security issues and systems necessary to perform work requested under the contract.

12.0 Security

12.1 General

DHS has determined that performance of this contract requires that the contractor, subcontractor(s), vendor(s), *etc.*, require access to classified National Security Information (herein known as classified information) and sensitive but unclassified (SBU) information. Classified information is Government information that requires protection in accordance with Executive Order 12958, Classified National Security Information and supplementing directives. SBU is unclassified information for official use only. The Government will make a suitability determination for contractor employees that do not have a security clearance and require access to SBU information.

The successful offeror must possess a Top Secret facility security clearance issued by the Defense Security Service (DSS) in accordance with the National Industrial Security Program Operating Manual (NISPOM) prior to contract performance. All contractor personnel must possess either Top Secret or Secret personnel security clearances, commensurate with their required access to classified information, prior to contract performance. All contractor personnel assigned to DHS facilities must possess have TOP SECRET personnel security clearances issued by DSS and be eligible for access to Sensitive Compartmented Information (SCI) in accordance with DCID 6/4.

The successful offeror must have DSS-approved safeguarding capability for classified information at the Top Secret level. Automated processing of classified information is limited to Secret processing and must be accomplished on DSS-approved classified information processing systems. The successful offeror is also authorized and must obtain the equipment capability to access the SIPRNET at the contractor's facility in performance of this contract.

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.

12.2 Reserved

12.3 Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof.

The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

Contract employees awaiting 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.

12.4 Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing 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 Security Office. Prospective contractor employees shall submit the following completed forms to the Security Office through the COTR no less than 30 days before the starting date of the contract or 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)
- Conditional Access to Sensitive But Unclassified Information
- Non-Disclosure Agreement
- Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the 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 United States for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS IT system. DHS will consider only U.S. citizens and LPRs for employment on this contract. DHS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

12.5 Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the contractor that the employee shall not continue to work or to be assigned to work under the contract.

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

The Security Office must be notified of all terminations/resignations within five days of occurrence. The contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

12.6 Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the Security Office through the COTR on all security matters, to include physical, personnel and protection of all Government information and data accessed by the Contractor.

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract; the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

12.7 Information Technology Security Clearance

When sensitive Government information is processed on DHS telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of

sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS Management Directive 4300 (Information technology Systems Security) Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with DHS security policy are subject to having their access to DHS 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).

12.8 Information Technology Security Training and Oversight

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

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

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

12.9 Non-Disclosure of Protected Critical Infrastructure Information

The parties agree to implement an interim rule promulgating new regulations at Title 6 Code of Federal Regulations Section 29.8 (c) to govern procedures for handling critical infrastructure information. The regulations detailed in the interim rule, which was effective upon publication pursuant to Section 808 of the Congressional Review Act, were promulgated pursuant to Title II, Section 214 of the Homeland Security Act of 2002, known as the Critical Infrastructure Information Act of 2002 (CII Act).

The contractor shall not request, obtain, maintain or use Protected CII without a prior written certification from the Protected CII Program Manager or a Protected CII Officer that conforms to the requirements of Section 29.8(c) of the regulations in the Interim Rule.

The contractor shall comply with all requirements of the Protected CII (PCII) Program set out in the CII Act, in the implementing regulations published in the Interim Rule, and in the PCII Procedures Manual as they may be amended from time to time, and shall safeguard Protected CII in accordance with the procedures contained therein.

The contractor shall ensure that each of its employees, consultants and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager. The contractor shall ensure that each of its employees, consultants and subcontractors has executed a NDA and agrees that none of its employees, consultants or subcontractors will be given access to Protected CII without having previously executed a NDA.

13.0 Personnel Qualifications

The contractor may be required to reach out to a wide variety of subject matter experts in relevant fields, retain their services, and productively engage them in support of Government requirements)

14.0 Other Pertinent Information or Special Considerations

14.1 Data Rights

The Government will retain rights to all intellectual property produced in the course of developing, deploying, training, using and supporting DHS or other federal agencies using this task order. All modifications to Government off-the-shelf (GOTS) or commercial off-the-shelf (COTS) software, middleware, hardware, or source code will be the sole property of the Government. If applicable, the contractor will be required to negotiate agreements with commercial system vendors relating to non-disclosure of vendor-proprietary information.

14.2 Organizational and Personal Conflict of Interest Certifications

Organizational and Personal Conflict of Interest Certifications are included in this statement of work. The contractor must complete and execute the forms at the organizational and personnel level upon award.

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
Infrastructure Risk Assessment, and FOCI Projects

Name	Position
Company	Contract / Task Order Number

The Department of Homeland Security has awarded or will award the abovementioned contract or task order to _____. The company will provide the following supplies or services:

I am authorized to represent _____ and I hereby certify that, to the best of my knowledge, my company did not receive the contract award on the basis of an unfair competitive advantage. I further represent that my company has no financial interest related to the subject matter of the supplies or services being provided pursuant to the contract or task order. Finally, I represent that in the course of performance of this contract, my company will continue to evaluate the financial interests of the company and its employees to ensure that no conflict of interest will affect my company's performance on behalf of DHS in any way, and that no conflict of interest will permit the company to benefit improperly from information acquired in the course of contract performance.

I understand my responsibility to immediately report any known or possible conflict of interest situations to the Contracting Officer or the Contracting Officer's Technical Representative for appropriate action. (See FAR 9.505 for general guidance on conflicts of interest.)

I CERTIFY THAT THIS STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature	Date
------------------	-------------

PERSONAL CONFLICT OF INTEREST CERTIFICATION

Infrastructure Risk Assessment, and FOCI Projects

Name	Contract / Task Order Number
Company	

The Department of Homeland Security has awarded / will award the abovementioned contract or task order as personal services contract or task order. I will be providing the following services:

I hereby certify that, to the best of my knowledge, I did not receive contract award on the basis of an unfair competitive advantage, and that no conflict of interest will impair my performance on behalf of DHS in any way. I further represent that I have no financial interest related to the subject matter of the supplies or services being provided pursuant to the contract or task order. Finally, I represent that in the course of performance of this contract, I will continue to evaluate my financial interests to ensure that no conflict of interest will affect my performance on behalf of DHS in any way, and that no conflict of interest will permit me or my company to benefit improperly from information acquired in the course of contract performance.

I understand my responsibility to immediately report any known or possible conflict of interest situations to the Contracting Officer, the Contracting Officer's Technical Representative or to the responsible DHS point of contact for appropriate action. (See FAR 9.505 for general guidance on conflicts of interest.)

I CERTIFY THAT THIS STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature	Date
------------------	-------------

CONTINUATION PAGE, DD FORM 254
CONTRACT GS-10F-0071N
TASK ORDER HSHQDC-07-F-00157

INFRASTRUCTURE RISK ASSESSMENT AND RELATED PROGRAMS

Item 13 Continued:

c. All Contractor personnel requiring access to SCI as part of this contract effort must be approved and indoctrinated by DHS. Requests for Access will be submitted by the government project manager who can validate the justification for access.

d. Inquiries pertaining to classification guidance on SCI will be directed to the Special Security Officer (SSO).

e. SCI furnished in support of this contract remains the property of the Department of Homeland Security (DHS). Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed IAW instructions outlined by the Contracting Officer.

f. Visits by contractor employees will only be certified by DHS when such visits are conducted as part of the contract effort.

Item 10j. Contractors shall control and safeguard FOUO in accordance with DHS Directive (MD 11042.1), "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," January 6, 2006. DHS contractors must sign a special Non-Disclosure Agreement before receiving access to unclassified FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OUSP, Security Branch at (202) 447-5668.

Item 10 k - The contractor must be authorized and have the equipment capability to access the SIPRNET at the contractor's facility in performance of this contract.

Item 11.c. Contract performance is restricted to various DHS government-owned buildings located in and around the metropolitan area of Washington, D.C., at contractor facility identified in Item 6.a, and other approved contractor facilities. Cleared personnel are required to perform this service. All contractor personnel must: be U.S. citizens, have been granted a security clearance by the U.S. Government, have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non-Disclosure Agreement, Standard Form 312, for this specific program prior to being given access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor-granted Confidential clearances, are not eligible for access to classified information released or generated under this contract, without the expressed permission of the CSO through the DHS Personnel Security Division (DHS/PSD). Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the CSO. Recipients of classified information under this contract may not release the information to subcontractors without permission of the DHS CSO.

The contractor is authorized to receive and generate classified information at the Top Secret level. All automated processing of classified information at the contractor's facility will be limited to the Secret level and must be accomplished on DSS-approved classified systems. The contractor shall derivatively classify newly created information associated with this effort based on the classification guidance provided through existing classified sources. All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on "Marking Classified

National Security Information" dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division or to the Security Branch, National Protection and Programs Directorate, (202) 447-5668. Questions regarding the proper classification of information shall be referred to the COTR.

The contractor is not authorized to receive or process any information classified above the Secret level at their physical location identified in Item 6.a.

ADDENDUM DD FORM 254
GS-10F-0071N
HSHQDC-07-F-00157
CENTRA TECHNOLOGIES

1. GENERAL

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. Requirements for suitability determination are defined in paragraph 3.0.

1.1 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 (DSS). If the Contractor is required to have access to classified information at a DHS or other Government Facility, it shall abide by the requirements set forth by the agency.

1.2 GENERAL REQUIREMENT:

The Contractor shall ensure these instructions are expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

2. CONTRACTOR PERSONNEL

2.1 EMPLOYMENT ELIGIBILITY

To comply with the requirements of 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)"

2.2 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.

2.3 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.

3.0 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.

4.0 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:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d. 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.

4.1 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.

5.0 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.

6.0 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.

7.0 REFERENCES

7.1 DHS Office of Security

DHS, Office of Security
Personnel Security Staff
Attn: Ora Smith
Washington DC 20528
Telephone: (b)(6)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 15C	4. REQUISITION/PURCHASE REQ. NO. RNIA-08-00045	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PIHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PIHA/PRO	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations PIHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/PIHA/PRO
8. NAME AND ADDRESS OF CONTRACTOR (City, Street, County, State and Zip Code) CENTRA TECHNOLOGY INC 28 BURLINGTON MALL ROAD BURLINGTON MA 018034181		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 1480580190000 FACILITY CODE		9C. MODIFICATION OF CONTRACT/ORDER NO. GE-10F-0071N NSHDC-07-F-00157 10B. DATED (SEE ITEM 11) 07/31/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 3 and 10, 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 ACKNOWLEDGMENT 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 states 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 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 14A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation code, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.503(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (specify type of authorization and authority)
X	Mutual Agreement of the Parties

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Operated by UCP upon headings, including solicitation/contract number matter where feasible):

DUNS Number: 148058019+0000
See Attached Pages

Discount Terms:
Net 30
Delivery Location Code: DHS
Department of Homeland Security
245 Murray Lane
Bldg. 410
Washington DC 20528

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereof amended, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlotte J. Moore	15B. DATE SIGNED 7/29/08	15C. DATE SIGNED (b)(6)	15D. DATE SIGNED 7/29/08
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0071N/HSRQDC-07-F-00157/P00001

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NAME OF OFFEROR OR CONTRACTOR
 CENTRA TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 08/01/2007 to 07/31/2008 Change Item 0001 to read as follows (amount shown is the obligated amount): Task Order Management IAW SOW: Section 4.1, Task 1 Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4) CLIN 0001 is hereby decreased by (b)(4) from (b)(4) Change Item 0002 to read as follows (amount shown is the obligated amount):				
0002	Infrastructure Planning & Coordination IAW SOW: 4.2 , Task 2 Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded (b)(4) CLIN 0002 is hereby increased by (b)(4) from (b)(4) Change Item 0003 to read as follows (amount shown is the obligated amount):				(b)(4)
0003	Infrastructure Risk Assessment IAW SOW: Section 4.3, Task 3 Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4) Accounting Info: HITRAC0 000 M6 4020-01-000 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$0.00 Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded (b)(4) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
OS-10F-0071N/HSQDC-07-F-00157/P00001

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
CENTRA TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>CLIN 0003 is hereby decreased by (b)(4) from (b)(4)</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p> <p>Critical Infrastructure Foreign Ownership Control and Influence (FOCI) Analysis IAW SOW: Section 4.4, Task 4</p> <p>Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4)</p>				
0006	<p>CLIN 0004 is hereby decreased by (b)(4) from (b)(4)</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p> <p>Optional Task - Support HITRAC and Other DHS Programs with State and Local Fusion Centers IAW SOW: Section 4.6, Task 6</p> <p>Accounting Info: 2007 RA07 10 1013 0320 2511 Funded: \$0.00</p> <p>Accounting Info: 2007 RA07 10 1013 0350 2511 Funded: (b)(4)</p> <p>Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: (b)(4)</p>				(b)(4)
0007	<p>CLIN 0006 is hereby increased by (b)(4) from (b)(4)</p> <p>Change Item 0007 to read as follows (amount shown is the obligated amount):</p> <p>Optional Task - Support HITRAC and Other DHS Open Source Intelligence (OSINT) Programs IAW SOW: Section 4.7, Task 7</p> <p>Accounting Info: 2007 RA07 10 1013 0350 2511 Funded: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0071N/HSQDC-07-F-00157/P00001

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NAME OF OFFEROR OR CONTRACTOR
 CENTRA TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	<p>CLIN 0007 is hereby decreased by (b)(4) from (b)(4)</p> <p>Change Item 0008 to read as follows (amount shown is the obligated amount):</p> <p>Travel IAW SOW: Section 6.0</p> <p>Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$53,827.43</p> <p>CLIN 0008 is hereby increased by (b)(4) from (b)(4)</p> <p>CLIN 0005 remain unchanged at (b)(4) CLIN 0009 remain unchanged at \$0.00</p> <p>The total task order value remains unchanged at \$4,719,623.35.</p>				(b)(4)

The purpose of this modification is to (1) correct a typo in the labor rate for Management Specialist 1, (2) add new labor categories and rates, (3) realign labor hours and funding, and (4) incorporate authorization letter to proceed with CLIN 0005, Quick Response.

1. Under Section III. Labor Categories, Unit Prices Per Hour and Payment the tables are deleted and replaced with the following. Changes are highlighted and bold.

Correct a typo in the labor rates for the following labor categories:

- Management Specialist 1 from (b)(4)

Statement of Work Tasks 1-5, 8 and 9

Labor Category	Labor Rate 8/1/07 – 10/31/07	Labor Rate 11/1/07 – 7/31/08	Level of Effort
Administrative Assistant 2			
Administrative Assistant 2 Gov't Site			
Administrative Assistant 3			
Business Improvement Specialists 2			
Business Improvement Specialists 3			
Business Improvement Speciallsts 3 Gov't Site			
Business Improvement Specialists 4			
Business Improvement Speclallsts 4 Gov't Site			
Business Improvement Specialists5			
Executive Consultant 1			
Executive Consultant 2			
Executive Consultant 3			
Executive Consultant 4			
Executive Consultant 5		(b)(4)	
Executive Consultant 6			
Executive Consultant 6 Gov't Site			
Executive Consultant 7Gov't			
Management Specialists 1			
Management Specialists 1 Gov't Site			
Management Specialists 2			
Management Specialists 2 Gov't Site			
Management Specialists 3			
Management Specialists 3 Gov't Site			
Management Specialists 4			
Management Specialists 4 Gov't Site			
Management Specialists 5			
Management Speciallist 5 Gov't Site			
Total			

Optional Statement of Work Tasks 6-7

Labor Category	Labor Rate 8/1/07 – 10/31/07	Labor Rate 11/1/07 – 7/31/08	Level of Effort
Administrative Assistants 3	(b)(4)		
Business Improvement Specialists 2			
Business Improvement Specialists 4			
Business Improvement Specialists 4 Gov't Site			
Executive Consultants 2			
Executive Consultants C5			
Management Specialists 1			
Management Specialists 1 Gov't Site			
Management Specialists 2			
Management Specialists 2 Gov't Site			
Management Specialists 3			
Management Specialists 3 Gov't Site			
Management Specialists 4			
Management Specialists 4 Gov't Site			
Management Specialists 5			
Management Specialist 5 Gov't Site			
Total			

2. DHS letter dated 11 June 2008; Authorization to Proceed with CLIN 0005, Task 5 – Quick Response is hereby attached.

3. All other terms and conditions remain unchanged.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 1 5

2. AMENDMENT/MODIFICATION NO. P00002 3. EFFECTIVE DATE 07/12/2008 4. REQUISITION/PURCHASE REQ. NO. See Schedule 5. PROJECT NO. (If applicable)

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

8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code) CENTRA TECHNOLOGY INC 25 BURLINGTON MALL ROAD BURLINGTON MA 018034181 9A. AMENDMENT OF SOLICITATION NO (X) 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0071N HSHQDC-07-F-00157 10B. DATED (SEE ITEM 11) 07/31/2007

CODE 1480580190000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$680,000.00 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 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(d). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes X D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 148058019+0000 See Attached Pages

Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlotte J. Moore 15B. DATE SIGNED 9/19/08 16B. DATE SIGNED 9/21/08

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
 GS-10F-0071N/HSHQDC-07-F-00157/P00002

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NAME OF OFFEROR OR CONTRACTOR
 CENTRA TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 08/01/2007 to 07/31/2008 Change Item 0001 to read as follows (amount shown is the obligated amount): Task Order Management IAW SOW: Section 4.1, Task 1 Requisition No: RNIA-08-00032, RNIA-08-00045 Amount: (b)(4) Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$0.00 Amount: (b)(4) Accounting info: 600MPAD 000 K8 6010-02-600 01-06-0000-00-00-00-00 GEOE-2576 IA8032 Funded: (b)(4) CLIN 0001 is hereby increased by (b)(4) from (b)(4)				(b)(4)
0002	Change Item 0002 to read as follows (amount shown is the obligated amount): Infrastructure Planning & Coordination IAW SOW: 4.2, Task 2 Requisition No: RNIA-08-00032, RNIA-08-00045 Amount: (b)(4) Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$0.00 Amount: (b)(4) Accounting info: 600MPAD 000 K8 6010-02-600 01-06-0000-00-00-00-00 GEOE-2576 IA8032 Funded: (b)(4) CLIN 0002 is hereby increased by (b)(4) from (b)(4) Change Item 0003 to read as follows (amount shown is the obligated amount): Continued ...				

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
 CENTRA TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Infrastructure Risk Assessment IAW SOW: Section 4.3, Task 3 Requisition No: RNIA-08-00032, RNIA-08-00045 Amount: (b)(4) Accounting Info: 600MPAD 000 M7 4020-02-600 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$0.00 Accounting Info: HITRACO 000 M6 4020-01-000 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$0.00 Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$0.00 Amount: (b)(4) Accounting Info: 600MPAD 000 K8 6010-02-600 01-06-0000-00-00-00-00 GEOE-2576 IAB032 Funded: (b)(4) CLIN 0003 is hereby increased by (b)(4) from (b)(4)				625,045.34
0004	Change Item 0004 to read as follows (amount shown is the obligated amount): Critical Infrastructure Foreign Ownership Control and Influence (FOCI) Analysis IAW SOW: Section 4.4, Task 4 Requisition No: RNIA-08-00032, RNIA-08-00045 Amount: (b)(4) Accounting Info: 200MPAD 000 M7 4020-08-200 01-06-0000-00-00-00-00 GE-OE-25-76 HI7015 Funded: \$0.00 Amount: (b)(4) Accounting Info: 600MPAD 000 K8 6010-02-600 01-06-0000-00-00-00-00 GEOE-2576 IAB032 Funded: (b)(4) CLIN 0004 is hereby increased by (b)(4) from (b)(4) Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 CENTRA TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CLIN 0005 remain unchanged at CLIN 0006 remain unchanged at CLIN 0007 remain unchanged at CLIN 0008 remain unchanged at CLIN 0009 remain unchanged at \$0.00				
	The total task order value is revised from an increase of				

(b)(4)

(b)(4)

The purpose of this modification is to (1) incorporate the authorization letter dated June 12, 2008; (2) increase the level of effort for CLINs 0001 through 0004, and (3) provide an increase in funding in the amount of \$680,000.00.

1. The attached authorization letter dated June 12, 2008 is hereby incorporated into the task order.

2. Under Section III. Labor Categories, Unit Prices Per Hour and Payment, the table "Statement of Work Tasks 1-5, 8 and 9 is deleted and replaced with the following.

Statement of Work Tasks 1-5, 8 and 9

Labor Category	Labor Rate 8/1/07 – 10/31/07	Labor Rate 11/1/07 – 7/31/08	Level of Effort
Administrative Assistant 2			
Administrative Assistant 2 Gov' Site			
Administrative Assistant 3			
Business Improvement Specialists 2			
Business Improvement Specialists 3			
Business Improvement Specialists 3 Gov't Site			
Business Improvement Specialists 4			
Business Improvement Specialists 4 Gov't Site			
Business Improvement Specialists 5			
Executive Consultant 1			
Executive Consultant 2			
Executive Consultant 3			
Executive Consultant 4			
Executive Consultant 5			
Executive Consultant 6			(b)(4)
Executive Consultant 6 Gov't Site			
Executive Consultant 7 Gov't			
Management Specialists 1			
Management Specialists 1 Gov't Site			
Management Specialists 2			
Management Specialists 2 Gov't Site			
Management Specialists 3			
Management Specialists 3 Gov't Site			
Management Specialists 4			
Management Specialists 4 Gov't Site			
Management Specialists 5			
Management Specialist 5 Gov't Site			
Total			

3. Attached is the FINAL, Department of Defense Contract Security Classification Specification DD Form 254 to terminate access to classified material under this task order.

4. All other terms and conditions remain unchanged.

Office of the Chief Procurement Officer
Office of Procurement Operations
U.S. Department of Homeland Security
Washington, DC 20528



Homeland Security

Via Electronic Transmission

12 June 2008

(b)(6)

CENTRA Technology, Inc
25 Burlington Mall Road
Burlington, MA 01803

Subj: Authorization to Continue Services under Contract No. GS-10F-0071N, Task Order HSHQDC-07-F-00157

Dear Ms. (b)(6)

In accordance with FAR Clause 52.232-7, this letter authorizes CENTRA Technology, Inc. to continue to perform services under Task Order HSHQDC-07-F-00157 from June 21, 2008 through July 31, 2008 at a not to exceed amount of \$680,000.00 for CLINs 0001 through 0004.

A bilateral modification will be forth coming.

Please acknowledge this authorization by signing in the appropriate space below and returning a signed copy as soon as possible.

Sincerely,

(b)(6)

Charlotte J. Moore
Contracting Officer
Preparedness and Health Affairs Acquisition
Office of Preparedness Operations

Acknowledgement:

I hereby agree to the terms and conditions authorized by this letter.

Representative

(b)(6)

Date

6/13/08