

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 52
2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-09-D-00004		3. EFFECTIVE DATE 06/01/2009	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY	CODE DHS/OPO/PHA/IP	6. ADMINISTERED BY (If other than Item 5)		CODE DHS/OPO/PHA/IP
U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797	9. DISCOUNT FOR PROMPT PAYMENT Net 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 616205675000	FACILITY CODE
11. SHIP TO/MARK FOR As Specified On Individual Task Orders	12. PAYMENT WILL BE MADE BY - Business Office (Invoice Proc.) U.S. Dept. of Homeland Security Bldg. 410 245 Murray Drive, SW Washington DC 20528

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	15
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	2		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	3	L	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	10	M			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments not listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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20A. NAME OF CONTRACTING OFFICER Charlotte J. Moore	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
DATE SIGNED June 1, 2009	BY (Signature of the Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 616205675+0000 The overall minimum for this contract is: \$2,500.00 The minimum is guaranteed The overall maximum for this contract is: \$94,250,000.00 FOB: Destination Period of Performance: 06/01/2009 to 05/31/2014 The Contractor shall provide the following services in accordance with the Statement of Work and Labor Rates incorporated herein.				
0001	The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B.				0.00
0002	Surge Support per SOW Para. C.5.7				0.00
0003	Travel (NTE) per Section H.2 and H.3				0.00
0004	ODCs (NTE) per Section B.3.1(b)				0.00
	Option Year I - POP 06/01/2010 to 05/31/2011				
1001	The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B. Amount: \$0.00 (Option Line Item)				0.00
1002	Surge Support per SOW Para. C.5.7 Amount: \$0.00 (Option Line Item)				0.00
1003	Travel (NTE) per Section H.2 and H.3 Amount: \$0.00 (Option Line Item)				0.00
1004	ODCs (NTE) per Section B.3.1(b) Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item)				
	Option Year II - POP 06/01/20011 to 05/31/2012				
2001	The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B. Amount: \$0.00 (Option Line Item)				0.00
2002	Surge Support per SOW Para. C.5.7 Amount: \$0.00 (Option Line Item)				0.00
2003	Travel (NTE) per Section H.2 and H.3 Amount: \$0.00 (Option Line Item)				0.00
2004	ODCs (NTE) per Section B.3.1(b) Amount: \$0.00 (Option Line Item)				0.00
	Option Year III - POP 06/01/20012 to 05/31/2013				
3001	The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B. Amount: \$0.00 (Option Line Item)				0.00
3002	Surge Support per SOW Para. C.5.7 Amount: \$0.00 (Option Line Item)				0.00
3003	Travel (NTE) per Section H.2 and H.3 Amount: \$0.00 (Option Line Item)				0.00
3004	ODCs (NTE) per Section B.3.1(b) Amount: \$0.00 (Option Line Item)				0.00
	Option Year IV - POP 06/01/20013 to 05/31/2014				
4001	The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B. Amount: \$0.00 (Option Line Item)				
4002	Surge Support per SOW Para. C.5.7 Amount: \$0.00 (Option Line Item)				0.00
4003	Travel (NTE) per Section H.2 and H.3 Amount: \$0.00 (Option Line Item)				0.00
4004	ODCs (NTE) per Section B.3.1(b) Amount: \$0.00 (Option Line Item)				0.00
	The total amount of award: \$0.00. The obligation for this award is shown in box 15G.				

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SECTION B - SUPPLIES OR SERVICES AND PRICE

B.1 General

The Contractor shall provide all management, supervision, labor, and facilities necessary to perform Watch / Duty Desk and Operations Support Services. This will be a multiple award Indefinite Delivery/Indefinite Quantity (IDIQ). The Contractor shall provide the labor rates for the labor categories (or their equivalent) listed in the Labor Category Rate Table (Section B.4) to support each task outlined in the Statement of Work (Section C.3 - Scope). Contractors may also propose additional labor categories. TOs issued under this IDIQ contract(s) may be Firm Fixed Price (FFP), Labor Hour (LH), or Time & Material (T&M) in accordance with Federal Acquisition Regulation (FAR) Part 16. There will be two task orders awarded at time of contract award. TOs will be issued in accordance with the procedures set forth in Section G of this contract. The minimum order guarantee against this IDIQ contract is \$2,500.00, and the maximum ordering amount is \$94,250,000.00.

B.2 Base and Option Periods

The term of this IDIQ contract is a one (1) year base period and four one (1) year option periods.

B.3 Contract Pricing

B.3.1 Firm Fixed Price (FFP), Labor Hour (LH), Time and Material (T&M) Rates

All task orders issued on a FFP, LH, or T&M basis will be priced in accordance with the pricing set forth in Section B.4, Labor Hour Rates Tables. The fixed hourly labor rates will reflect the fully burdened rates for each labor category and will apply to all direct labor hours. The burdened hourly rates are ceiling price rates and the Contractor may, at its discretion, elect to propose lower hourly rates on a task by task basis. The Government will review the proposed lower hourly rates and determine if the revised rates are realistic and in the best interest of the government. Indirect costs allocated to any materials (e.g., direct materials and other direct costs) shall be proposed consistent with the payment requirements in the clauses at FAR 52.232-7, Payments Under Time and Materials and Labor Hour Contracts and FAR 52.216-7, Allowable Cost and Payment.

- (a) The fully-burdened labor rates include all direct, indirect, general and administrative costs and profit or fee. All hourly rates are based on the Contractor's Cost Accounting System (CAS) Disclosure Statement; or if there is no disclosure statement, the Contractor's established standard accounting practices.
- (1) Government Site Rates. When performing at Government sites, the fully-burdened labor rates reflect the appropriate reduction due to the use of Government facilities. The Government will provide only office space, furniture, and office equipment and supplies.
 - (2) Contractor Site Rates. When performing at a Contractor site, the fully-burdened labor rates include applicable indirect costs for office space and all normal supplies and services required to support the work. This includes telephones,

faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), and normal copying and reproduction costs.

- (b) ODCs. ODCs consist of materials, subcontractor (other than labor) and task order-related travel costs, i.e., temporary duty (TDY) to include travel, lodging and meals. These percentages are indicated in the Section B.4 Labor Category Rate Table under the ODC rates. The cost of general-purpose items required for the conduct of the Contractor's normal business operations will not be considered an allowable ODC in the performance of task orders under this contract. Profit is not allowed on ODCs under a T&M or LH type task order.

B.3.1.1 Firm Fixed Price (FFP) Type Task Orders

For FFP type task orders, the quantity of each item or labor category ordered will be multiplied against the rate negotiated at the contract level, or as negotiated for the TO, and the cumulative extended total of all items ordered will define the fixed price for the TO. Travel and ODCs, if applicable, may be estimated for each TO, burdened with the indirect administrative cost rates negotiated at the contract level, or as negotiated for the TO. Travel and ODCs will be determined at the TO level.

B.4 Labor Category Rate Table

The Labor Rate Tables (Tables 1 & 2) below provides labor category descriptions with fixed hourly labor rates for performance of the requirements as specified in individual task orders. These fully-loaded hourly rates are the ceiling rates representing the maximum rates allowable.

Pages 9 through 12 redacted for the following reasons:

(b)(4)

SECTION C - STATEMENT OF WORK

WATCH / DUTY DESK AND OPERATIONS SUPPORT SERVICES

C.1 GENERAL

The mission of the Office of Infrastructure Protection (IP) is to lead the coordinated national effort to reduce risk to critical infrastructure and key resources (CIKR) posed by acts of terrorism and enables national preparedness, timely response, and rapid recovery in the event of an attack, natural disaster, or other emergency. In response to its mission, IP has established an intelligence analysis and alerts function responsible for producing actionable intelligence, i.e. information that can lead to stopping an event by apprehending terrorists in the event planning stages. This intelligence improves the government's ability to disrupt and prevent a terrorist event by providing useful and timely warnings to CIKR owners and/or operators.

To accomplish its mission, IP facilitates information sharing with industry representatives as well as other Federal, State, and Local jurisdictions to warn vulnerable facilities in advance through its Contingency Planning and Incident Management Division (CPIMD)/National Infrastructure Coordinating Center (NICC). IP also analyzes entire infrastructure networks and directly interfaces with CIKR owners/operators and intelligence community representatives to determine threats and vulnerabilities on the local, regional, national, and international level through its Protective Security Coordination Division (PSCD)/Protective Security Advisor (PSA) program.

By consolidating and analyzing CIKR-related information from other intelligence-generating agencies within the Federal Government, IP can support national decision-makers and industry owners/operators by providing a one-stop-shop for intelligence.

C.2 OBJECTIVE

The primary objective of this acquisition is to establish multiple Indefinite Delivery / Indefinite Quantity (IDIQ) contracts for Watch/Duty Desk & Operations Support services that will enable IP to accomplish its mission of continuously assessing the operational status of the nation's CIKR. This acquisition is designed to offer a broad range of services and solutions to fulfill IP's Watch/Duty Desk & Operations Support needs. The requirements listed herein are broad. Specific requirements will be further identified and defined at the task order (TO) level.

C.3 SCOPE

The scope of the IDIQ contract includes providing all necessary personnel and resources for the following:

1. Watch Operations Support
2. Duty Desk Support
3. Operations Support
4. Liaison Support

5. Program Support
6. Transition In/Out Plan
7. Surge Support

C.4 CONTRACT AND TASK ORDER MANAGEMENT

Contract and TO management is a mandatory element for all TOs placed under this contract. The objective of contract and TO management is to provide the program management, project control, and contract administration to track cost, schedule, and quality requirements of each order.

TOs will be issued individually or in combination for the watch/duty desks and operations support requirements as identified in the scope of work.

C.5 REQUIREMENTS

The Contractor shall furnish the full range of solutions and services necessary to meet the requirements of this contract and individual TOs as related to the functions described below. The Government estimates approximately 85 full time equivalents (FTEs) will be required. All solutions and services must meet DHS policies, standards, and procedures as identified by individual TOs. Security requirements are as stated in the attached DD 254 and will be required on individual Task Orders.

C.5.1 Watch Operations Support

IP requires the necessary level of professional services to perform watch operations in a 24x7 operational environment in various locations throughout the National Capital Region. These activities involve assistance in the analysis, evaluation, formulation, and dissemination of information that affect infrastructure protection and other homeland security issues at DHS headquarters as well as providing situational awareness relevant to national critical infrastructure assets to IP leadership

C.5.2 Duty Desk Support

IP requires the necessary level of professional services to perform PSA Duty Desk support in a 24x7 operational environment at PSCD location. These activities involve assistance in the analysis, evaluation, formulation, and dissemination of information that affect infrastructure protection and other homeland security issues at DHS headquarters and the PSA's located throughout the United States as well as providing situational awareness relevant to national critical infrastructure assets to IP leadership.

C.5.3 Operations Support

To ensure the watch functions are properly performed and documented, IP will require the necessary level of professional, policy, and administrative services to fulfill the operations support functions such as, but not limited to deliberate planning, training subject matter

expertise, and dissemination management. Support includes operations in deployed locations for protracted periods of time during Joint Field Office operations as well as logistical support to IP divisions. Support will also include assisting in the development and delivery of high-level briefings to DHS senior leadership. IP also coordinates select individual security clearances through the DHS Office of Security to ensure that owners and operators of the nation's critical infrastructure are aware of current threat information.

C.5.4 Liaison Support

Liaison support assist in coordinating with the other operational and program partners, and applies knowledge of a wide range of information sharing techniques to assist IP's incident management operations. Liaisons assist with day-to-day assessments of current and future operations in the response and recovery environment. Liaisons present information for briefings and reports of findings and recommendations to CPSD management and IP policy makers. Liaisons assist other analysts, specialists, and planners in organizing material, developing and applying basic analytical techniques, and preparing recommendations for final products. Liaisons serve as a team member on projects jointly undertaken with other sections and programs.

C.5.5 Program Support

Program Support shall include infrastructure program analysis, administrative support, and logistical support.

- (a) Infrastructure Program Analysis consists of, but is not limited to, the development of documentation, correspondence, briefing materials, slide presentations, and other related documentation.
- (b) Administrative support requires administration of the DHS travel program, preparation of routine reports, and physically or electronically archiving selected classes of items.
- (c) Logistical support requires an understanding of procurement, materials management, and inventory control to handle equipment and government vehicle issues.

C.5.6 Transition In/Out Plan

A transition plan, applicable at both the Contract and TOs levels, outlines how awardees will transition work from the TO contractor(s) to themselves. It provides the framework for an orderly transition and identifies the schedule of associated activities that are necessary to learn the work.

A transition-out plan should 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 the TOs. 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 to provide adequate time for the new contractor to completely familiarize personnel with the requirements and satisfy security requirements as of the turnover date.

C.5.7 Surge Support

The contractor shall provide surge support during exercises, periods of increased activity levels, emerging terrorist threats, natural disasters, or other special and/or significant events. The contractor shall use highly capable professionals in order to provide personnel with the maturity, experience, and the operational acumen required to support IP incident management operations.

In addition, the contractor shall ensure the designated individuals are able to immediately assist by having the necessary accesses, familiarity with appropriate policy and standard operating plans (SOPs), and an understanding of IP operations.

Specific requirements will be further identified and defined at the task order (TO) level.

C.6 Monthly Status / Progress Reports

The Government requires status reports at the contract and TO levels. Status reports required at the contract level are only required when Task Orders are issued under the resultant contract and shall be billed under the Task Order. Status reports required at the TO level will be specified on individual TOs. The type of status report may vary by the type of task order issued.

Table 1: Education / Experience Table

Title	Key Personnel	Degree / Experience
Project Manager (PM) or Equivalent	Yes Contract Level	Master's Degree in a related discipline (Management, Operations, or Information Systems), or a combination of education/technical training and equivalent experience.
<p>PMs provide on-site and off-site staff for the performance of watch/duty desk and operations support activities. This activity manages the contracting process by effectively and efficiently maintaining cost, schedule, and quality control of all services provided and products produced. The Project Manager shall act as the primary point of contact for interfacing with the government management, and have responsibility for the overall quality control of products and maintaining required staffing levels through careful scheduling. The Contractor shall determine the project organization and the overall management required to accomplish the work. PMs shall have demonstrated experience in:</p> <ul style="list-style-type: none"> a. Planning and leading projects of a nature similar in size and scope to that envisioned in the SOW. b. Managing labor services contracts for a Federal Government organization. c. Supervising employees of various labor categories and skills similar to those envisioned in this solicitation. d. Preparing and delivering interesting, effective oral and written communications at the highest levels of industry and Government. <p>Personnel must have a minimum of seven (7) years of related experience with at least five (5) years of specialized experience.</p>		

Title	Degree / Experience
Watch Analyst III (Supervisor) (WAI) or Equivalent	Master's Degree in a related discipline (Management, Operations, or Information Systems), or a combination of education/technical training and equivalent experience.
<p>Utilizing knowledge of leadership skills and operational employment concepts, formulates plans and establishes policies for unit administration, operations, training, and employment; coordinate staff activities pertaining to administration, operations, intelligence, planning, and programming to ensure accomplishment of unit mission. Additional responsibilities include directing, observing, and evaluating the effectiveness of training programs, availability and mission readiness of assigned crews, and operation and adequacy of support activities. The Watch Supervisor is also expected to implement directives and operations orders from higher headquarters. Personnel must have a minimum of seven (7) years of related experience with at</p>	

<p>least five (5) years of specialized operations center management experience.</p>	
<p>Watch Analyst II or Equivalent</p>	<p>Bachelor’s Degree in a related discipline, or a combination of education, technical training and equivalent experience.</p>
<p>Knowledge of National Incident Management System (NIMS) structure, emergency management operations, and background knowledge of one (1) or more critical infrastructure sectors. Shall be capable of synthesizing, synopsising, and presenting information at an executive level. Must also demonstrate expertise in research, analysis, and technical writing skills and be able to perform triage on questions, issues, or events involving the nations critical infrastructures and key resources. Personnel shall have experience in managing operational teams in dispersed locations during high-tempo mission critical operations. Personnel must have a minimum of five (5) years of related experience with at least three (3) years of specialized operations center experience.</p>	
<p>Watch Analyst I or Equivalent</p>	<p>Bachelor’s Degree in a related discipline, or a combination of education, technical training and equivalent experience.</p>
<p>Knowledge of National Incident Management System (NIMS) structure, emergency management operations and background knowledge of one (1) or more critical infrastructure sectors. Watch Analysts shall have a broad expertise in research, analysis, and writing skills and be able to perform triage on questions, issues, or events involving the nation's Critical Infrastructures and Key Resources. Watch Analysts I must have experience/expertise in one or more critical infrastructure sectors (as defined by HSPD-7 and the NIPP) and/or emergency management. Personnel must have a minimum of five (5) years of related experience with at least one (1) year of specialized operations center experience.</p>	
<p>Principal Security Specialist I or Equivalent (Key Personnel)</p>	<p>Bachelor’s Degree and four (4) years of relevant experience or ten (10) years of experience in the related security discipline</p>
<p>Provides executive level expertise in performing threat analysis, vulnerability, and risk assessment and warning functions and provides executive level consulting services to DHS senior leadership. The Principal Security Specialist I supports program planning/development and provides operation oversight. Personnel must have a minimum of ten (10) years experience in the related security discipline or a Bachelor’s Degree and 4 years of relevant experience.</p>	
<p>Subject Matter Expert III or Equivalent</p>	<p>Bachelor’s Degree and approximately 12 years of experience.</p>
<p>Manages a team of subject matter experts. Develops strategy, dictating direction, and management of support services. Meets with client regularly to discuss performance, propose</p>	

<p>initiatives, and establish priorities.</p>	
<p>Subject Matter Expert I or Equivalent</p>	<p>Bachelor’s Degree in a related discipline or a combination of education, technical training, and equivalent experience.</p>
<p>Performs directed subject matter work. Supports team in producing high-quality deliverables in a time-efficient manner. Personnel must have a minimum of eight (8) years of experience</p>	
<p>Communications Specialist or Equivalent</p>	<p>Bachelor’s Degree in a related discipline or a combination of education, technical training, and equivalent experience</p>
<p>Must be capable of evaluating, analyzing and designating data communications standards, interface criteria, transmission path capabilities and requirement, communications security equipment requirements, and operating characteristics. Must be able to apply appropriate IT engineering practices to communications networks that insure their ability to support the communications requirements and/or improve network performance. Personnel must have a minimum of four (4) years experience as a communications specialist.</p>	
<p>Principal Security Specialist III or Equivalent</p>	<p>Bachelor’s Degree in a related discipline or a combination of education, technical training, and equivalent experience</p>
<p>Provides operational expertise in performing threat analysis, vulnerability, and risk assessment and warning functions. The Principal Security Specialist III shall provide functional, management, and/or technical expertise in critical infrastructure protection, intelligence collection and analysis, law enforcement, physical security, and cyber security. Personnel must have a minimum of six (6) years of experience in the related security discipline or a bachelor’s degree and four (4) years of relevant experience</p>	

Note: Where a “combination of education” is allowed, an Associates Degree and an additional five (5) years specialized experience over and beyond the current requirement may be substituted for the Bachelor’s Degree requirement. A Bachelor’s Degree and an additional five (5) years specialized experience over and beyond the current requirement may be substituted for the Master’s Degree requirement.

SECTION D - PACKAGING AND MARKING

D.1 Packing, Packaging, Marking and Storage of Equipment

Unless otherwise specified, all items to be delivered under this contract shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be at the Contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

D.2 Markings

All deliverables submitted to the CO, Contracting Officer's Technical Representative (COTR), or the TO Task Monitor shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- (a) Contract number;
- (b) Task order number;
- (c) Name and address of the consignor;
- (d) Name and address of the consignee;
- (e) Government bill of lading number covering the shipment (if any); and
- (f) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

Specific marking requirements may be addressed in individual TOs.

D.3 Branding

The Contractor shall comply with the requirements of any DHS Branding and Marking policies. As a matter of law, Federal criminal statutes prohibit unauthorized uses of the DHS Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of the Seal. It is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document. Moreover, such references shall not imply in any way an endorsement of a product, company, or technology.

Requests to use the DHS seal shall be submitted using the *DHS Official Seal Usage Approval* form. The Comments section should be used to describe why use of the seal is being requested, and how it will be used. Completed forms should be sent via e-mail to the Director of Special Projects and Protocol for Public Affairs, Luigi Crespo (Luigi.Crespo@DHS.GOV) and to the TO Contracting Officer.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

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

FAR Clause No.	FAR CLAUSE
52-246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-6	Inspection of Services – Time and Material or Labor-Hour (May 2001)

E.2 Inspection and Acceptance

Inspection and acceptance of all work and services performed under each task order will be in accordance with the FAR Clauses incorporated at Section E, Clauses Incorporated by Reference, as applicable.

Final acceptance of all deliverables and or services performed as specified under each task order will be made in writing, at destination by the COTR / TO Task Monitor or as described in individual task orders.

E.3 Scope of Inspection

All deliverables will be inspected for content, completeness, and accuracy and conformance to task order requirements by the COTR / TO Task Monitor or as described in individual task orders. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the task order. The scope and nature of this testing must be negotiated prior to task order award and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

The government requires a period not to exceed sixty (60) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the TO.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 General

The DHS Task Order Contracting Officer may include additional deliveries or performance requirements in TOs, other than those enumerated in this section, such as (1) optional FAR clauses, (2) component specific clauses, and (3) task order specific clauses. In the event of conflict between a task order and the contract, the contract shall take precedence.

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. The full text can be accessed electronically at this address: <http://www.arnet.gov>.

FAR Clause No.	Title and Date
52.242-15	Stop-Work Order (AUG 1989) and ALT I (APR 1984)
52.242-17	Government Delay of Work (APR 1984)

F.3 Term of the Contract

The term of this IDIQ contract is a one-year base period with four one-year option periods. This is not a multi-year contract as defined in FAR Subpart 17.1.

F.4 Task Order Period of Performance

TOs may be issued at any time during the base period and/or option periods, if exercised. Those periods of time shall be called the "Contract Ordering Period" (COP). The performance period of each TO will be specified in the TO and may include option periods which may extend the TO period of performance up to twelve (12) months beyond the COP of the base period and/or option periods.

F.5 Delivery

The items required under each individual TO shall be delivered and received at the destination within the timeframe specific to each TO.

F.6 Place of Performance

Place of performance shall be performed at government facilities within the National Capital Region (NCR) or at a location to be directed by the Government.

F.7 Delay notices to the Government

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately

notify the CO and the COTR / TO Task Monitor, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.8 Deliverables

All applicable deliverables, their required delivery dates, and destination of delivery will be specified in each task order issued under this contract. The schedule for completion of work to be performed under this contract will be delineated in each task order issued under this contract, as applicable.

For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time (Washington, DC) at destination, Monday through Friday, unless stated otherwise in the task order.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

Each contract-level and task order-level deliverable shall be accompanied by a cover letter from the Contractor on company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.

In the event the Contractor anticipates difficulty in complying with any contract-level or TO delivery schedule, the Contractor shall immediately provide written notice to the CO and the COTR. The notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data for obligations under the contract will be set forth on individual task orders.

G.2 Points of Contact

The following subsections describe the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments.

G.2.1 Government Points of Contact – Contract Level

The CO within the DHS Office of Procurement Operations has the overall responsibility for the administration of this contract. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to modify the contract or task order. The CO may delegate in writing certain specific responsibilities to the COTR.

Contracting Officer:

Name: Charlotte Moore
Address: Department of Homeland Security
245 Murray Drive, Bldg 410
Washington, D.C. 20526
Telephone: [REDACTED]
Email: (b)(6)

Contracting Specialist:

Name: Tanya M. Hill
Address: Department of Homeland Security
245 Murray Drive, Bldg 410
Washington, D.C. 20526
Telephone: [REDACTED]
Email: (b)(6)

Contract COTR:

Name: Jeffrey W. Shackleford
Operations Readiness Manager
DHS/NPPD/OIP/CPIMD/NICC
Telephone: [REDACTED]
Email: (b)(6)

Contract Ombudsman:

Name: Jan K. Wisor
Address: Department of Homeland Security
245 Murray Drive, Bldg 410
Washington, D.C. 20526
Telephone: [REDACTED]
Email: (b)(6)

G.2.2 Task Order Contracting Officer (TO CO)

Services will be ordered *via* task orders issued by TO COs for the Office of Infrastructure & Protection following the ordering procedures set forth in Section G.3. The issuance of Task Orders are only authorized for services within the Office of Infrastructure & Protection.

G.2.3 Task Order Contracting Officer's Technical Representative (TO COTR)

TO COs may designate TO COTRs or TO Monitors for individual task orders who will be responsible for the day-to-day administration and oversight of the Task Order. The TO COTR / TO Monitor will represent the TO CO in the administration of technical details within the scope of the task order. The TO COTR / TO Monitor is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the task order. The TO COTR / TO Monitor is not otherwise authorized to make any representations or commitments of any kind on behalf of the TO CO or the Government. The TO COTR / TO Monitor does not have authority to alter the Contractor's obligations or to change the task order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the TO CO.

G.2.4 Contractor's Project Manager

The Project Manager shall act as the central point of contact with the Government for all program-wide technical issues, and will represent the Contractor at all post-award program meetings. The Project Manager shall be responsible for all issue resolution, program management, and other contract support. The Project Manager is responsible for overall contract performance.

G.3 Fair Opportunity Process

This contract will adhere to FAR Part 16.505, Ordering.

G.4 Preparation of Invoices**G.4.1 General**

- (a) SF-1034, 'Public Voucher for Purchases and Services Other Than Personal', shall be prepared and submitted for payments under this contract, unless otherwise specified in the individual task order.

(b) To ensure timely processing of payment, an electronic submission of LH / T&M vouchers shall be forwarded simultaneously to the following addresses to be identified in each TO:

- (1) Responsible audit office for administrative review and provisional approval;
- (2) Finance Office;
- (3) CO; and
- (4) Task Order COTR.

(c) To ensure timely processing of the Contractor's invoices, an electronic submission of FFP vouchers shall be forwarded simultaneously to the following:

- (1) Finance Office;
- (2) CO; and
- (3) Task Order COTR.

(e) All vouchers submitted to the Government shall delineate:

- (1) Contract number
- (2) Task order number
- (3) Applicable contract line items (CLINs) or task number
- (4) A summary page identifying amounts for labor (prime and subcontractors), travel, other direct costs, and other price elements.

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Contractor Justification for Other Direct Costs (ODCs)

All materials required for performance under the task orders issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. When requisitioning procedures reveal that required materials are not available from Government supply sources, the Contractor shall identify them in each task order proposal. Ownership of supplies acquired by the Contractor with Government funds, for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed ODCs in individual task order proposals.

H.2 Long-distance Travel

The Contractor shall obtain advance written approval from the Government prior to incurring any costs associated with travel. The request shall be forwarded to the Task Order COTR from the Contractor.

The Contractor will be reimbursed for actual travel-related costs in accordance with the Federal lodging and per diem allowances stated in the FAR 31.205-46 and the Federal Travel Regulation (FTR) governing the travel requirements conducted under this contract. The Government will not reimburse transportation costs in excess of coach class commercially scheduled air or reasonable ground transportation by the most expeditious route. Special FAR requirements exist for overseas travel.

Travel requests shall be submitted sufficiently in advance so that the COTR is able to grant prior approval before travel takes place. The travel request must identify: a) the name of the traveler(s); b) inclusive dates and destination as well as itinerary; c) purpose of the trip; and d) a complete price breakdown must be included.

Long-distance travel expenditures will not be reimbursed unless they are: a) other than local travel expenses within the local Washington D.C. metropolitan commuting area or the location of the Contractor's personnel if their actual workplace is outside the Washington D.C. metropolitan area; b) allowable under the FTR, FAR and the terms and conditions of this contract; c) approved by the COTR before travel-related expenses are incurred; and d) allocable, allowable, reasonable, and necessary for performance under this contract.

Invoices, including travel expenses, must provide a detailed price breakdown of the actual expenditures incurred. The Contractor shall maintain the original or legible copy of receipts for all travel-related expenses, with copies provided along with the applicable invoice. The Government reserves the right to request additional evidence of any invoiced travel-related expenses. All travel authorizations and associated documentation shall be provided with the invoice.

H.3 Local Travel

Local travel will not be reimbursed within a fifty (50) mile radius of the assigned Washington D.C. metropolitan area worksite specified in the task order. Local travel may include frequent trips to various offices supporting the NPPD, other DHS facilities, other Government facilities, and local meeting or conference venues.

Local travel expenses (public transportation, parking, mileage) will not be reimbursed to the Contractor. For purposes of this contract, local travel is defined as a 50 mile radius from the primary place of performance.

The Washington D.C. metropolitan area shall be considered the worksite area for purposes of computing local travel. Contractor employees located outside the Washington, D.C. metropolitan area will not be reimbursed for travel expenses to and/or from the Washington D.C. metropolitan area.

H.4 Training Costs

The Government will not allow contractor costs incurred for the purpose of obtaining training that would allow contractor employees in an effort to attain and/or maintain any minimum personnel qualification requirements that may be established for performance of this contract. Reimbursement for these costs are prohibited unless the Contracting Officer approves the costs in advance and on a case-by-case basis by the CO.

H.5 Government-Furnished Property and Information (GFP/GFI)

The Government may provide property or information as necessary for the Contractor to fulfill the tasks described in individual task order statements of work.

- (a) GFP. The Government may provide hardware and/or software requiring technical analysis, evaluation, verification, or study in support of a specific task. Such GFP will be specified in individual task orders. GFP provided to the Contractor in support of individual task orders shall be tracked through applicable procedures provided by the Government in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the contract number, task order number, serial number and other information as required by the Government. The Government does not intend to provide hardware/software equipment required to accomplish day-to-day work requirements in support of the overall contract-level effort at the Contractor site. All GFP shall be returned to the Government at the completion of each task order unless otherwise specified.
- (b) GFI. The Government may provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of a specific task. Such GFI will be specified in individual task orders.

H.5.1 Government Furnished or Contractor-Acquired Property

In the event the Contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required.

H.6 Past-Performance Evaluation

Past Performance will be evaluated at the Contract level and for future task orders. Past performance information is relevant for source selection purposes; regarding a Contractor's actions (under previously awarded task orders under the same contract). It includes the Contractor's record of conforming to contract requirements and to standards of good workmanship; adherence to cost control and contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

Upon completion of a task order, the COTR will complete a task order evaluation using the Government's Contract Performance System (CPS), a past performance collection tool that feeds the Government's central repository for the collection and utilization of past performance information (Past Performance Information Retrieval System, at <http://www.ppirs.gov>.) CPS is a web-enabled tool for the COTR to evaluate the Contractor's performance and for the CO and Contractor to review, comment on, and approve evaluations. The tool can be accessed at <http://cps.od.nih.gov/>. The Contractor will be allowed sixty (60) calendar days to submit comments, rebutting statements, or additional information. Comments, if any shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel and the Contractor whose performance is being evaluated during the period the information may be used to provide source selection information. Past performance information will not be retained for longer than three (3) years after completion of a contract or task order.

H.7 Disclosure of "Official Use Only" Information Safeguards

Any Government information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Each officer or employee of the Contractor or Subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the Contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. §§ 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten (10) years or both.

Disclosure to anyone other than an officer or employees of the Contractor or Subcontractor at any tier shall require prior written approval of the CO. Requests to make such disclosure should be addressed to the CO.

H.8 Standard of Conduct at Government Installations

The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

In performing on-site work under this contract on a Government installation or in a Government building, the Contractor shall:

- (1) Conform to the specific safety requirements established by a task order.
- (2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.
- (4) Take such additional immediate precautions as the CO or COTR may reasonably require for safety and accident prevention purposes.
- (5) Conform with all security requirements as specified in the DD Form 254, 'Contract Security Classification Specification' and security requirements as specified in individual task order SOW.

H.9 Advertisements, Publicizing Awards, and News Releases

All press releases and public announcements about agency programs, projects, and contract awards need to be approved by the CO and program office. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the terms and conditions of this award in any form of public announcement, news release, or commercial advertising without first obtaining explicit written consent to do so from the CO and program office.

The Contractor also shall refrain from referring to their awards in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services.

H.10 Contractor's Employees Clearance and Identification

The Government anticipates the need for contractors to provide cleared personnel. A DD Form 254 'Contract Security Classification Specification' will be executed at the appropriate level. Should alternate clearance requirements exist at the task order level, they will be specified in individual task orders.

During the period of this contract, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available as deemed necessary by the Government. All

Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.11 Interrelationships of Contractors

The Government has entered into other contractual relationships in order to provide technical support services in the conduct of studies, analyses and engineering activities separate from, but related to, the work to be performed under this contract. Furthermore, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractor(s) through the COTR or task monitors on individual task orders providing appropriate, non-conflicting technical interfaces and in avoidance of duplication of effort. By appropriate tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information provided by the Contractor in performance of the contract may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

DHS Form 11000-6, 'Non-Disclosure Agreement', shall be signed by all Contractor employees assigned to perform services prior to any work commencing. Signed agreements shall be forwarded to the CO and COTR. The Contractor shall restrict access to sensitive, proprietary or source selection information to the minimum number of employees necessary for contract performance.

H.12 Observance of Legal Holidays and Excused Absence

The Government hereby provides notification that Government personnel observe the listed days as holidays:

- | | |
|-----------------------------------|----------------------|
| (1) New Year's Day | (6) Labor Day |
| (2) Martin Luther King's Birthday | (7) Columbus Day |
| (3) President's Day | (8) Veterans' Day |
| (4) Memorial Day | (9) Thanksgiving Day |
| (5) Independence Day | (10) Christmas Day |

In addition to the days designated as holidays, the Government observes the following days:

- (1) Any other day designated by Federal Statute;
- (2) Any other day designated by Executive Order; and
- (3) Any other day designated by the President's Proclamation.

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. No form of

holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

When the Federal and Governmental entities grant excused absences to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO and COTR.

If Government personnel are furloughed, the Contractor shall contact the CO or the COTR to receive direction. It is the Government's decision as to whether the contract price will be affected. Generally, the following situations apply:

- (1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.
- (2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited elsewhere in this contract.

H.13 Information Technology Accessibility for Persons with Disabilities

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508, EIT Accessibility Standards may be obtained via the Web at the following: <http://www.Section508.gov>. The applicable Section 508, Subpart 1194 Technical Standards will be specified at the task order level.

H.14 Post-Award Conference

The Contractor shall participate in a post-award conference that will be held within ten (10) business days after contract award or task order award. The purpose of the post-award conference is to assist both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5).

The COTR or task monitor will serve as the chairperson and shall conduct the meeting.

The orientation may be conducted at a location within the Washington D.C. commuting area at the Government's discretion.

Additionally, post-award conferences will be held for individual task orders, and will establish task order COTRs, determine the task order administration strategy, and delineable roles and responsibilities.

H.15 Contingency Support

The Contractor shall be responsible for responding to an increased workload within hours of a contingency event. The staffing requirements may increase dramatically during a contingency. During the beginning of the contingency, it is expected that the Contractor shall be prepared to augment staffing for the duration of any contingency in order to not impact the timeliness of other tasks, which may also be critical during a contingency. Contingency support, if required, will be specified, in advance of performance, in individual task orders.

H.16 Document Tracking

All collected data and iterated documentation related to this contract shall be organized by the Contractor in a systematic manner to facilitate ready reference. The electronic media, on an as required basis, shall be made available to the Government on CD-ROM or DVD disk. Contractor prepared data shall be marked in accordance with the Government guidance. The application software used for electronic word processing and for the preparation of briefing materials shall be in a format specified by the Government. The Government will also identify unique application software requirements on an as needed basis.

H.17 Transition Period

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 provided services and developed materials that will be required to fully perform the support to complete the work effort and other requirements under this contract.

- (a) Transition Plan- The proposal will include a plan to transition from the current contract to ensure continuity of service and a transition period at the end of the proposed contract in the unlikely event of contract termination, or upon contract re-competition. This requirement will apply to the incumbent Contractor, as well as all other Contractors, since it is assumed that the incumbent would propose some changes from the current way of doing business. Proposals must address the risks and constraints associated with the transition. 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 the individuals who 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 prior to the current expiration date of the contract, to provide adequate time for the new Contractor to have their personnel become completely familiar with the requirements and have all resources in place on the turn-over date. The Contractor shall plan for a thirty (30) day transition period. The transition plan shall provide the contact information for those contractor individuals who will be assigned to the transition team and identify their roles and responsibilities in the transition process. The transition plan is due to the COTR one hundred and eighty (180) days prior to the expiration date of the contract.
- (b) Transition Costs – Transition costs will be separately priced and shall include an itemized breakout of anticipated costs including supporting rationale.

- (c) Transition Meetings - The Contractor shall participate in transition meetings with the successor Contractor's Project Manager, project personnel, and other staff representatives. The purpose of these meetings will be to review project tasks and related materials, and take preparatory steps to ensure an efficient and effective transition of Contractor support services.

The resultant task orders issued under this contract will contain an optional task for Transition Services for a period of sixty (60) days (Section C.5.4 Transition Activities in the SOW). The sixty (60) day period will commence at the end of the task order's period of performance. (Note: This may occur at the end of the base period or at the end of the option periods, if exercised). However, the Contractor shall not incur any costs under this CLIN until written authorization is provided by the CO.

H.18 Contract and Task Order Management

- (a) Management Controls. The Contractor shall manage the contracting process by maintaining control over cost, performance, quality, and schedule of all services and products provided to the Government. The Contractor shall determine the overall project organization and level of management required to accomplish the requirements stated in the contract and subsequently-issued task orders. The Contractor shall provide productivity and management tools to include, but not limited to, monthly progress and status reports.
- (b) Quarterly Program Management Reviews. Additionally, quarterly program management reviews will be conducted and attended by the CO, COTR, and the Contractors' Project Manager and other key personnel as deemed necessary.

H.19 Non-Supervision of Contractor Employees on Government Facilities

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be accountable solely to the Contractor's management, who in turn is responsible to the Government.

H.20 Ownership of Records

(a) Government's Records. Except as is provided in paragraph (b) of this Clause and as may be otherwise agreed upon by the Government and the Contractor, all records (including computer databases and software) acquired or generated by the Contractor, in its performance of this contract shall be the property of the Government; and shall be delivered to the Government or otherwise disposed of by the contractor, either as the CO may from time to time direct during the progress of the work or, in any event, as the CO shall direct upon settlement of this contract. The Contractor shall, subject to security regulations, requirements, and other provisions of the contract, have the right to inspect; and at its own expense, duplicate only those processes, procedures, or records delivered, or to be delivered, to the Government by the Contractor under this contract, or retain duplicates which are in excess of the Government's requirements. However, nothing in this paragraph shall: (1) permit the Contractor to duplicate or retain for its own purposes any official Government documents or proprietary information relating to the Government or to other Contractors; (2) constitute any commitment on the part of the

Government to retain such records for any period beyond customary retention periods for the various types of records; and (3) have any effect on the provisions of FAR Clause 52.227-14, entitled "Rights in Data - General."

(b) **Contractor's Own Records.** The following records are considered the property of the Contractor and not within the scope of paragraph (a) above:

- (1) Personnel records and files maintained on individual employees, applicants and former employees;
- (2) Privileged or confidential Contractor financial information and correspondence between segments of the Contractor's organization; and
- (3) Internal legal files.

(c) **Inspection and Audit of Records.** All records acquired, or generated by the Contractor under this contract, and in the possession of the Contractor, including those described in paragraph (b) above (exclusive of subparagraph (b)(2) and (b)(3)), shall be subject to inspection and audit any reasonable times. The Contractor shall afford the proper facilities for such inspection and audit.

H.21 Confidentiality of Information

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to other private parties or the Government, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by them from a third party who did not require the Contractor to hold it in their confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to CO, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees that upon request by the CO, they will execute an approved agreement with any party whose facilities or proprietary data they are given access to in regards to the restrictive use and disclosure of the data and the information obtained from such facilities. Upon request by CO, such an agreement shall also be signed by Contractor personnel.

(d) This clause shall flow down to all subcontracts.

H.22 Incorporation of Representations, Certifications, and Other Statements of Offeror

The Representations, Certifications, and Other Statements of Offeror, completed by the Contractor, dated (to be completed prior to award), and that apply to this contract, are hereby incorporated by reference.

H.23 HSAR 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 are:

Project Manager

(End of Section H)

SECTION I - CONTRACT CLAUSES

I.1 General

The Contracting Officer may include additional contract clauses in orders, others than those enumerated in this section, such as (1) option FAR clauses, (2) activity clauses, (3) unmentioned FAR alternate clauses, and (4) order specific clauses.

Some orders may have work containing a combination of contract types, i.e., fixed-price (FP), time & materials (T&M) and labor-hour (LH). The Contracting Officer is responsible for identifying the applicable order type(s) which must be stated in the task order.

I.2 FAR 52.252-2 FAR 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. The full text may be accessed electronically at these Internet addresses: <http://www.arnet.gov>.

FAR Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2007)
52.203-14	Display of Hotline Poster(s) (DEC 2008)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records - Negotiation (JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)

AW Clause No.	Title and Date
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-22	Indefinite Quantity (OCT 1995)
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Disadvantaged Business Subcontracting Plan (APR 2008)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages - Small Business Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-38	Compliance with Veterans' Employment Requirements (DEC 2001)
52.222-48	Exemption from the Service Contract Act to Contracts for Maintenance, Calibration or Repair of Certain Equipment Certification (FEB 2009)
52.223-5	Pollution Prevention and Right-To-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (AUG 2000)
52.223-14	Toxic Chemical Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-5	Trade Agreements (AUG 2007)
52.225-8	Duty-Free Entry (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-14	Rights in Data - General – Alternate IV (DEC 2007)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)

FAR Clause No.	Title and Date
52.228-7	Insurance – Liability to Third Parties (MAR 1996)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.230-2	Cost Accounting Standards (OCT 2008)
52.230-6	Administration of Cost Accounting Standards (MAR 2008)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts (FEB 2007)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2003)
52.232-17	Interest (OCT 2008)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2008) ALT I (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) ALT I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-3	Penalties for Unallowable Costs (MAR 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes - Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-3	Changes – Time and Material or Labor Hours (SEP 2000)
52.244-2	Subcontracts ALT I (JUN 2007)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-1	Government Property (JUN 2007)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.249-2	Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-4	Termination for Convenience of the Government (Services) (Short-Form) (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

FAR Clause No.	Title and Date
52.249-14	Excusable Delays (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

I.3 HSAR Clauses Incorporated By Reference

The full text may be accessed electronically at <http://www.dhs.gov/xopnbiz/regulations/>.

HSAR Clause No.	Title and Date
3052.219-70	Small Business Subcontracting Plan Reporting (JUN 2006)

I.4 FAR Clauses (Incorporated by full text)

I.4.1 FAR 52.215-19 Notification of Ownership Changes (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the CO within 30 days.

(2) The Contractor shall also notify the CO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the CO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4.2 FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such

orders may be issued from date of award through the expiration of the contract (including exercise of options).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4.3 FAR 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor –

1. Any order for a single item in excess of \$94,250,000.00;
2. Any order for a combination of items in excess of \$94,250,000.00; or
3. A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4.4 FAR 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 from contract expiration.

(End of clause)

I.4.5 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months.

(End of clause)

I.5 HSAR Clauses (Incorporated in Full Text)

I.5.1 HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006)

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

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

(1) Within 15 days after contract award, the contractor shall submit for approval its' IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

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

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

system administration of computer systems, networks, and telecommunications systems.

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

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

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

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

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

I.5.2 HSAR 3052.204-71 Contractor Employee Access (JUN 2006)

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

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

**ALTERNATE I
(JUN 2006)**

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

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

(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 CO.

Security Instructions

1. Please follow the procedures outlined below in order to assist the DHS Security Office process background investigations and suitability determinations, as required, in a timely and efficient manner.
2. Remember to carefully read the security clauses in your contract. Compliance with these clauses is not optional.

3. 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.

4. 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.

5. 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.

6. *** USE ONLY WITH HSAR 3052.204-71 ALT 1 CONTRACTS ***

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).

7. Failure to follow these instructions may delay the completion of suitability determinations and background checks. Note that any delays in this process that are not caused by the government do not relieve a contractor from performing under the terms of the contract.

8. Your POC at the Security Office is:

DHS, Office of Security
Personnel Security Staff
Washington DC 20528

Telephone: (b)(6)

I.5.3 HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)**(a) Prohibitions.**

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

(b) Definitions. As used in this Clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) **Treatment of Certain Rights.**

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

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

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

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

I.5.4 HSAR 3052.209-73 Limitation of Future Contracting (JUN 2006)

(a) The CO 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:

1. The Contractor may gain access to non-public Government information that would provide an unfair competitive advantage under a future acquisition,
2. The Contractor may gain an unfair competitive advantage because they developed or established the ground rules for a future acquisition, and/or
3. The Contractor may gain an unfair competitive advantage because they will be placed in a position to evaluate potential competitors or gain access to the non-public information of other potential competitors under a future acquisition.

(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 CO 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.

(End of Section I)

SECTION J - LIST OF ATTACHMENTS

The following are attachments applicable to this Contract:

Attachment 1 DD254 Department of Defense Contract Security Classification Specification

Pages 53 through 62 redacted for the following reasons:

(b)(4), (b)(6)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO (if applicable)
 P00001 06/01/2010 RNCP-10-00022 1 2
 6. ISSUED BY CODE DHS/OPO/NPPD/IP 7. ADMINISTERED BY (if other than item 6) CODE DHS/OPO/NPPD/IP

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 NPPD Acquisition Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 NPPD Acquisition Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CACI-ISS INC
 ATTN M CROSSMAN 72006 FOR CCR CORRESPOND
 1100 N GLEBE ROAD
 ARLINGTON VA 222014797
 CODE 6162056750000 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO
 9B DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO
 HSHQDC-09-D-00004
 10B DATED (SEE ITEM 13)
 06/01/2009

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X 52.217-9 Option to Extend the Term of Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 616205675+0000
 IP/CPIMD

The purpose of this modification is to exercise Option Period 1 CLINS 1001 through 1004 for period of performance (6/1/10 to 5/31/11).

The cost of this modification is \$0.00

Treasury Code: 7010/110565
 The overall minimum for this contract is:
 \$2,500.00
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Cynthia F. Brown
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED (b)(6)
 16C. DATE SIGNED 5/24/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: RNPS-11-00047
 PAGE OF PAGES: 1 / 2
 2. AMENDMENT/MODIFICATION NO.: P00002
 3. EFFECTIVE DATE: 05/13/2011
 4. REQUISITION/PURCHASE REQ. NO.: RNPS-11-00047
 5. PROJECT NO. (if applicable):

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code): CACI-ISS INC, ATTN M CROSSMAN 72006 FOR CCR CORRESPOND, 1100 N GLEBE ROAD, ARLINGTON VA 222014797
 CODE: 6162056750000
 FACILITY CODE:
 9A. AMENDMENT OF SOLICITATION NO.: (x)
 9B. DATED (SEE ITEM 11):
 10A. MODIFICATION OF CONTRACT/ORDER NO.: x HSHQDC-09-D-00004
 10B. DATED (SEE ITEM 13): 06/01/2009

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X 52.217-9 Option to Extend the Term of Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 616205675+0000
 The purpose of this modification is to exercise Option Year 2 of IDIQ contract HSHQDC-09-D-00004 and add Kenneth Sullivan as designated COTR.
 Option Period 2 will exercise CLINS 2001 through 2004, effective period of performance 6/1/11 to 5/31/12.
 The cost of this modification is \$0.00
 The overall minimum for this contract is:
 \$2,500.00
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 2A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print):
 15B. CONTRACTOR/OFFEROR:
 15C. DATE SIGNED:
 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Toya Reynolds
 16C. DATE SIGNED: 5/13/11

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The minimum is guaranteed The overall maximum for this contract is: \$94,250,000.00 AAP Number: 66533 DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 06/01/2011 to 05/31/2012</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year II - POP 06/01/20011 to 05/31/2012</p>				
2001	<p>The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B.</p> <p>Change Item 2002 to read as follows (amount shown is the obligated amount):</p>				
2002	<p>Surge Support per SOW Para. C.5.7</p> <p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p>				
2003	<p>Travel (NTE) per Section H.2 and H.3</p> <p>Change Item 2004 to read as follows (amount shown is the obligated amount):</p>				
2004	<p>ODCs (NTE) per Section B.3.1(b)</p> <p>Technical POC and COTR: Kenneth Sullivan; (b)(6)</p> <p>Award Distribution List: NppdAwards@dhs.gov (b)(6)</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 06/01/2012	1 3
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		4. REQUISITION/PURCHASE REQ. NO. RNCP-12-00021	5. PROJECT NO. (If applicable)
CODE DHS/OPO/NPPD/IP		7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6162056750000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004	
		10B. DATED (SEE ITEM 13) 06/01/2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 616205675+0000
IP/CPIMD
TAS: 70-0565

The purpose of this modification is to exercise Option Period 3 of IDIQ contract HSHQDC-09-D-00006 and add Jeffrey Shackelford as designated COR and Gregory McShane as the Alternate COR.

Option Period 3 will exercise CLINS 3001 through 3004, effective period of performance Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Toya Reynolds	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	(b)(6)	16C. DATE SIGNED
(Signature of person authorized to sign)			5-4-12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00004/P00003

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6/1/12 to 5/31/13.</p> <p>The cost of this modification is \$0.00 The overall minimum for this contract is: \$2,500.00 The minimum is guaranteed The overall maximum for this contract is: \$94,250,000.00 AAP Number: 66533 DC/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 06/01/2012 to 05/31/2013</p> <p>Change Item 3001 to read as follows (amount shown is the obligated amount):</p>				
3001	<p>The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B. Amount: \$0.00 (Option Line Item)</p> <p>Change Item 3002 to read as follows (amount shown is the obligated amount):</p>				0.00
3002	<p>Surge Support per SOW Para. C.5.7 Amount: \$0.00 (Option Line Item)</p> <p>Change Item 3003 to read as follows (amount shown is the obligated amount):</p>				0.00
3003	<p>Travel (NTE) per Section H.2 and H.3 Amount: \$0.00 (Option Line Item)</p> <p>Change Item 3004 to read as follows (amount shown is the obligated amount):</p>				0.00
3004	<p>ODCs (NTE) per Section B.3.1(b) Amount: \$0.00 (Option Line Item) Technical POC and COR: Jeffrey Shackleford; (b)(6) (b)(6)</p> <p>Award Distribution List: Continued ...</p>				0.00

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NppdAwards@dhs.gov</p> <div style="background-color: gray; width: 100%; height: 80px; display: flex; align-items: center; justify-content: center;"> (b)(6) </div> <p>Send Invoices to: NPPDInvoice.Consolidation@ice.dhs.gov</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 06/01/2013	4. REQUISITION/PURCHASE REQ. NO. RNIIP-13-00042	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN M CROSSMAN 72006 TOR CCR CORRESPOND 1100 N GLEBBE ROAD ARLINGTON VA 222014797		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004	10B. DATED (SEE ITEM 13) 06/01/2009	
CODE 6162056750000	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 6 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/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 48.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of Contract

15. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

DUNS Number: 616205675+0000

IP

TAS: 70-0565

The purpose of this modification is to exercise Option Period 4 of IDIQ contract HSHQDC-09-D-00004.

Option Period 4 will exercise CLINS 4001 through 4004, effective period of performance 6/1/13 to 5/31/14.

The cost of this modification is \$0.00

Continued ...

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

16A. NAME AND TITLE OF SIGNER (Type or print)		17A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Toya Reynolds	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	(b)(6)	16C. DATE SIGNED 5/31/13

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The overall minimum for this contract is: \$2,500.00 The minimum is guaranteed The overall maximum for this contract is: \$94,250,000.00 AAP Number: 66833 DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 06/01/2012 to 05/31/2014</p> <p>Change Item 4001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year IV - POP 06/01/20013 to 05/31/2014</p>				
4001	<p>The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B.</p> <p>Change Item 4002 to read as follows (amount shown is the obligated amount):</p>				
4002	<p>Surge Support per SOW Para. C.5.7</p> <p>Change Item 4003 to read as follows (amount shown is the obligated amount):</p>				
4003	<p>Travel (NTE) per Section H.2 and H.3</p> <p>Change Item 4004 to read as follows (amount shown is the obligated amount):</p>				
4004	<p>ODCs (NTE) per Section B.3.1(b) Technical POC and COR: Jeffrey Shackelford; (b)(6) (b)(6)</p> <p>Award Distribution List: NppdAwards@dhs.gov (b)(6)</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/P00004

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 CACT-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Send Invoices to: NPPDInvoice.Consolidation@ice.dhs.gov				

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 30

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

1. DATE OF ORDER 01/01/2011	2. CONTRACT NO. (If any) HSHQDC-09-D-00004	6. SHIP TO. a. NAME OF CONSIGNEE Department of Homeland Security
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3. ORDER NO. HSHQDC-11-J-00031	4. REQUISITION/REFERENCE NO. RNPS-11-00002	b. STREET ADDRESS 245 Murray Lane Bldg. 410
-----------------------------------	---	---

5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		c. CITY Washington	d. STATE DC	e. ZIP CODE 20528
---	--	-----------------------	----------------	----------------------

7. TO: a. NAME OF CONTRACTOR CACI-ISS INC	f. SHIP VIA
---	-------------

b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD	REFERENCE YOUR:	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY ARLINGTON	e. STATE VA	

f. ZIP CODE 222014797	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.
--------------------------	--

8. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE Preparedness IP
--	--

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

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT BIL NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS Net 30
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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)
	DUNS Number: 616205675+0000 IP/PSCD The purpose of this Labor Hour Task Order is to procure Field Operations Branch Support in accordance with the IDIQ Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO			
a. NAME - Business Office (Invoice Proc.)	(b)(4)		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) U.S. Dept. of Homeland Security Bldg. 410 245 Murray Drive, SW	(b)(4)		
c. CITY Washington	d. STATE	e. ZIP CODE 20528	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Toya Reynolds TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
2

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

DATE OF ORDER CONTRACT NO.

01/01/2011 HSHQDC-09-D-00004

ORDER NO.

HSHQDC-11-J-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Contract and the attached Statement of Work.</p> <p>Regarding this Task Order, contact Haben Woldemichael, Contract Specialist</p> <p>(b)(6)</p> <p>Period of Performance: Base: January 1, 2011 - December 31, 2011 Option Year 1: January 1, 2012 - December 31, 2012 Option Year 2: January 1, 2013 - December 31, 2013</p> <p>AAP Number: 66533 DO/DPAS Rating: NONE Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528</p> <p>Accounting Info: 200MPAD 000 L1 03-03-12-000 90-04-0000-00-00-00-00 GE-OE 25-76 PS1002 Period of Performance: 01/01/2011 to 12/31/2011</p>					
0001	<p>Base: labor Hour IAW SOW and Labor Rates IAW price proposal dated 12/17/2010 NTE (b)(4)</p> <p>Period of Performance 01/01/2011 to 12/31/2011</p>				(b)(4)	
0002	<p>Surge Support (LH) Amount: (b)(4) (Option Line Item)</p>				0.00	
0003	<p>Travel for Field Operations Branch NTE \$75,000.00</p>				75,000.00	
	Continued ...					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

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

PAGE NO

3

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

DATE OF ORDER
01/01/2011

CONTRACT NO
HSHQDC-09-D-00004

ORDER NO
HSHQDC-11-J-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0004	ODCs - (Cost Reimbursable) NTE \$10,000.00				10,000.00	
0005	Surge (optional) Emergency Contingency Plan in accordance with Section 6.4 of the SOW. FFP (NTE (b)(4) amount) (Optional Line Item) Amount (b)(4) (Option Line Item)				0.00	
0006	Optional Task (6 Months) FAR 52.217-8 IAW SOW Labor Hour (Optional Line Item) Amount: (b)(4) (Option Line Item) Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES Option Period 1:01/01/2012 - 12/31/2012				0.00	
1001	Option Year 1: Labor Hour IAW SOW Amount (b)(4) Option Line Item)				0.00	
1002	Option Year 1: Surge Support (LH) Amount: (b)(4) (Option Line Item)				0.00	
1003	Option Year 1: Travel - NTE \$75,000.00 Cost Reimbursable Amount: \$75,000.00 (Option Line Item)				0.00	
1004	Option Year 1: ODCs - NTE \$10,000.00 Cost Reimbursable Amount: \$10,000.00 (Option Line Item)				0.00	
1005	Option Year 1: Surge (optional) Emergency Contingency Plan in accordance with Section 6.4 of the SOW. (FFP) (NTE (b)(4) Amount (b)(4) Option Line Item)				0.00	
1006	Optional Task (6 Months) FAR 52.217-8 IAW SOW Continued ...				0.00	

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

\$10,000.00

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

PAGE NO

4

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

DATE OF ORDER 01/01/2011 CONTRACT NO HSHQDC-09-D-00004

ORDER NO HSHQDC-11-J-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (b)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Labor Hour Amount: (b)(4) Option Line Item Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES Option Period 2 : 01/01/2013 - 12/31/2013					
2001	Option Year 2: Labor Hour IAW SOW Amount: (b)(4) Option Line Item				0.00	
2002	Option Year 2: Surge Support (LH) Amount (b)(4) Option Line Item				0.00	
2003	Option Year 2: Travel - NTE \$75,000.00 Cost Reimbursable Amount: \$75,000.00 (Option Line Item)				0.00	
2004	Option Year 2: ODCs NTE \$10,000.00 Amount: \$10,000.00 (Option Line Item)				0.00	
2005	Option Year 2: Surge (Optional) Emergency Contingency Plan in accordance with Section 6.4 of the SOW. (NTE 97,657.00) (FFP) Amount (b)(4) Option Line Item Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES				0.00	
2006	Optional Task (6 Months) FAR 52.217-8 IAW SOW Labor Hour Amount (b)(4) Option Line Item Product/Service Code: R499 Product/Service Description: OTHER PROFESSIONAL SERVICES				0.00	

Continued ...

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

\$0.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

5

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

01/01/2011

HSHQDC-09-D-00004

HSHQDC-11-J-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(b)(6)					
	<p>Name and Title of Signer / Date</p> <p>The total amount of award: \$13,702,610.00. The obligation for this award is shown in box 17(i).</p>					

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

\$0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITIONS NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2009)
Prescribed by GSA FPMR (41 CFR) 101-11.6

SECTION I – STATEMENT OF WORK**1. Field Operations Branch (FOB) Support****2. BACKGROUND**

In 2004, the Office of Infrastructure Protection (IP) recognized a requirement for DHS representation at the Federal, State, territorial, local, and tribal levels to provide a local perspective to the national risk picture, serve as DHS' on-site critical infrastructure and vulnerability assessment specialists, and function as a vital channel of communication for officials and private sector owners and operators of Critical Infrastructure Key Resources (CIKR) assets seeking to communicate with DHS. As a result, the Protective Security Coordination Division (PSCD) (then Risk Management Division) established the Protective Security Advisor (PSA) Program, deploying a cadre of 68 critical infrastructure security specialists to 60 metropolitan areas designated as PSA districts across the United States. Within PSCD, the Field Operations Branch (FOB) is tasked with the day-to-day operation and management of the PSA Program.

Because they are strategically located throughout the United States, PSAs are often the first Department personnel to respond to incidents. Consequently, PSAs are uniquely able to provide early situational awareness to DHS and Office of Infrastructure Protection (IP) leadership during an incident, often performing duties as the Infrastructure Liaison (IL) at the Joint Field Office (JFO) in support of the Principal Federal Official (PFO). PSAs also coordinate requests from CIKR asset owners and operators for services and resources to include training, scheduling of Site Assistance Visits (SAV), Buffer Zone Plans (BZP), Comprehensive Reviews (CR), and verification and technical assistance visits

Given the initial success of the PSA Program and levels of support required for 68 field personnel, FOB and PSA Program management identified the immediate need for a more robust PSA leadership structure. In order to optimize efficient management of the PSA Program, and to meet the intent of the Congress in directing the placement of management positions in the field, eight Supervisory PSAs were deployed in 2007. In 2009, ten additional PSAs were deployed to states without dedicated PSA representation. With Supervisory Section Chiefs and Headquarters PSAs included, the 2010 number of Field Operations Branch PSAs requiring support under this Statement of Work (SOW) is 93.

3. OBJECTIVE

This requirement is for tactical, administrative, and logistical support to FOB providing situational awareness to PSCD/FOB management relevant to national critical infrastructure assets.

4. SCOPE

SOW establishes the requirements for providing technical, analytical, administrative, and logistical support services to FOB.

5. TASKS

5.1 Project Plan. The Contractor shall prepare a Project Plan describing technical approach, organizational resources, and management controls to be employed to meet the cost, performance, and schedule requirements for all tasks.

5.2 Monthly Status Report. The Contractor shall provide a monthly status report monitoring the quality assurance, progress/status reporting, and program reviews applied to the Task Order (TO). The

Contractor shall submit a monthly financial and program status report to the COTR. This report shall be submitted not later than (NLT) the 15th day of the month following the reporting period.

This monthly status report shall describe technical progress by each sub-task listed in this SOW. It shall include accomplishments for the month; problems encountered; solutions recommended; anticipated travel; and actions for the upcoming month. The financial status section shall consist of: a funds expenditure graphic, travel costs broken down by destination, duration, purpose, and costs for both monthly and cumulative to date; and other direct costs both monthly and cumulative to date. The monthly and cumulative financial data shall be reconcilable to steady state and surge, travel costs, burdens, and fees invoiced monthly and cumulatively to date. The contractor should be prepared to present the report at a monthly meeting upon the request of DHS.

5.3 Transition In/Out Plan. A Transition-in Plan outlines how awardees will transition work from the incumbent contractors to themselves. It provides the framework for an orderly transition and identifies the schedule of associated activities that are necessary to perform the work. The Transition-In Plan is due to the Government 30 days after contract award.

A Transition-out Plan should be used to transition tasks and materials to a new Contractor or to the Government. The Transition-Out Plan is due to the Government 180 days prior to the expiration date of the contract. The plan will incorporate an inventory of all services and materials developed that will be required to fully perform the services provided under the TOs. 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 90 days (60 days for clearance vetting, 30 days for transitional overlap), before the current expiration date of the contract, to provide adequate time for the new Contractor to completely familiarize personnel with the requirements and satisfy security requirements as of the turnover date.

6. FIELD OPERATIONS SUPPORT REQUIREMENTS

6.1 Personnel Support. The Contractor shall supply technical, analytical, logistics, and administrative support services with sufficient labor hours to provide program management.

6.2 Specific Duties and Personnel Requirements. The following is a brief description of the work required by the Operations Support Section and the Program Support Section in support of the overall FOB mission:

6.2.1 Operations Support Section. The Operations Support Section shall be responsible for the following tasks: All work will be directed by the COTR.

- a. One key position shall be identified to oversee, manage, and coordinate the various activities of the Operations Support Section and Program Support Section as well as coordinate the Requests for Information (RFI) from deployed and field-based PSCD personnel to ensure they are answered in a timely, concise, and acceptable manner. This individual will receive direction from the COTR for management and assignment of duties for all personnel in both the Operations and Program Support Sections. This individual will be the interface between contractor personnel and other government employees of FOB. Contractor staff shall direct any questions on duties or assignments to this individual and at no time will there be an expectation of working directly for government employees of FOB. This individual shall possess a Top Secret/Special Compartmented Information (TS/SCI) clearance.

- b. The contractor shall support integration of PSCD activities and interests into National, State, Local and other related exercises and special events. Each of these individuals shall possess a Secret clearance and shall:
1. Plan for, participate in, and support the exercise and special events requirements for PSCD.
 2. Manage the tasks associated with the participation of PSCD in all exercises and special events.
 3. Provide a monthly exercise newsletter of special events and exercise involvement of PSCD.
 4. Provide an After Action Report (AAR) upon completion of all exercise or special event planning meetings.
 5. Participate in Table Top Exercise (TTX) Concept and Objectives (C&O) meetings and conference calls.
 6. Participate in working groups, C&O, and TTX in support of National Level Events (NLE).
- c. The contractor shall support FOB scoring and weighting of critical infrastructure data, providing analysis and items for consideration concerning security and resilience across CIKR Sectors. These officers shall be able to carry out ad hoc taskings from senior leadership. Each of these individuals shall possess a Secret clearance and shall:
1. Function as the daily PSCD primary operational hub for providing the PSCD director and FOB Branch Chief with methodology analysis, domestic situational awareness of threats to CIKR vulnerabilities, information fusion, information sharing, communications, coordination and collaboration on incidents pertaining to emerging terrorist threats, natural disasters, and domestic incident management pertaining to/impacting CIKR.
 2. Conduct research in support of analysis designed to understand the impact of specific incidents affecting critical infrastructure.
 3. Perform qualitative maintenance of the ECIP/IST Internal Matrix Database
 4. Prepare initial IST Quality Assurance reviews for second stage QA review
 5. Conduct research in support of analysis designed to understand the impact of specific incidents affecting critical infrastructure.
- d. The contractor shall support FOB development and production of CIKR audio and video multimedia documents which incorporate current assessment tools including; Enhanced Critical Information Protection (ECIP) data, Information Survey Tool (IST) data, Site Assistance Visit (SAV) data, Computer Based Assessment Tool (CBAT) data, and other assessments, data, information and analysis. These officers shall assist FOB trained personnel through planning and data collection of identified CIKR facilities. Each of these individuals shall possess a Secret clearance and shall:
1. Confer with FOB leadership regarding product development and status.
 2. Prioritize projects based on available time, nature of the site, and owner and operator requirements.
 3. Plan the production of individual products to meet the needs and requirements of CIKR Owners and Operators.
 4. Process, review and edit media and documents into finished products.
 5. Correct and improve the quality of submitted media and documents.
 6. Support field PSAs with information and advise concerning CIKR products.
 7. Produce training presentations to improve regional planning, collection and production.
 8. Develop methods of production to improve quality and shorten production time.

6.2.2 Program Support Section. The Program Support Section shall be comprised of analysts, administrative, and logistics specialists and shall perform various functions to fully support the PSA

Program. Following is a specific breakdown of the personnel requirements and specific duties for this section:

- a. **Infrastructure Protection Analysis.** The Contractor shall provide analysts with the ability to support the analysis of CIKR. Three of these analysts shall possess a TS/SCI clearance and three shall possess a Secret clearance and shall:
 1. Provide support with preparation of required monthly, quarterly, and annual reports including but not limited to the Annual Budget Process to include National Annual Report (NAR), Bottom up Review (BUR), Program Decision Option (PDO), Project Management Plan (PMP), Monthly and Quarterly Program Reviews using the Visual Performance Suite (VPS).
 2. Provide support with the development of documentation, correspondence, briefing materials, slide presentations, and other related documentation in support of FOB.
 3. Participate, as required, in IP and PSA-related meetings/conferences and provide hardcopy and electronic copy meeting reports and after action reports, as appropriate.
 4. Receive, coordinate, and respond to daily tasking and issues needing immediate response and coordination.
 5. Assist with the coordination and facilitation of FOB meetings and conference calls.
 6. Produce a briefing document that summarizes all PSA reported incidents in a twenty four hour period.
 7. Organize communications and coordination of all requests for action and information in support of tasking from IP/PSCD/FOB Senior Leadership.
 8. Process email requests for support, action, or information from field deployed FOB personnel.

- b. **Administrative Support.** The Contractor shall provide administrative specialists/management advisors to provide specialized technical and administrative support. These specialists will directly support geographically separated Office Infrastructure Protection Regional Directors (RD) in the field (each specialist will work on-site and support two RDs). The remaining specialist will assist in the administration of FOB headquarters, Branch Chief and Staff. Each of these individuals shall possess a Secret clearance and shall:
 1. Prepare documents for publication; establish and execute document printing and distribution services.
 2. Administer PSA travel program for Supervisors and Management, prepare routine reports, and physically or electronically archive selected classes of items.
 3. Provide support for and hosting meetings and conferences to include unclassified video teleconferencing, attend meetings, and maintain electronic copies of the draft plans and other documents.
 4. Produce white papers or other studies.
 5. Develop and coordinate documentation and prepare drafts, briefings, and papers.
 6. Maintain RD and FOB Management calendars as required/requested.
 7. Update Branch phone rosters and distribution lists.
 8. Prepare correspondence for staffing.
 9. Review correspondence for proper grammar and format.
 10. Develop and maintain a records file management system for records management and archiving DHS policies.
 11. Provide support to PSCD for WebTA timekeeping system for field PSAs.
 12. Assist with other general administrative tasks as required.

- c. **Logistical Support.** The Contractor shall provide experienced analysts with an understanding of procurement, materials management, and inventory control to handle equipment and

government vehicle issues unique to the PSA Program. Each of these individuals shall possess a Secret clearance and shall:

1. Research equipment essential for PSA mission accomplishment, adjusting and adapting to changes as required.
 2. Label and inventory new equipment.
 3. Receive and review supply and repair requests.
 4. Distribute equipment as required.
 5. Ensure FOB inventory is maintained; organize and maintain a large database of all equipment in the FOB inventory in accordance with National Protection and Programs Directorate (NPPD) inventory guidelines.
 6. Periodically produce equipment inventory status for FOB Management.
 7. Coordinate, as required, with General Services Administration (GSA) Government Vehicle Fleet Management personnel about issues with the PSA vehicle fleet.
 8. Coordinate, as required, with DHS Vehicle Fleet Management to fulfill vehicle inventory and reporting requirements; attend recurring fleet-related meetings as required.
 9. Ensure records and reporting is maintained and consistent with DHS management directives, federal guidance, and U.S. Codes.
- d. Program management sufficient to provide efficient and effective operation of the Program Support Section.

6.3 Shifts. The Operations Support and Program Support Sections are considered "Day Staff" personnel and as such will work an 8-hour day. All personnel shall conform to the below work hours and schedule:

- Day Staff: 0800 – 1600, Monday – Friday

6.4 Contingency, Surge, and COOP Support. The Contractor shall provide contingency, surge, and COOP support per customer direction during exercises, periods of increased activity levels, emerging terrorist threats, natural disasters, or other special and/or significant events. The Contractor shall designate a minimum of the equivalent of three personnel available to augment FOB contingency and surge support operations to meet mission requirements when activated. As such, the Contractor shall designate the equivalent of four or more individuals in order to have a broader pool to call upon when activated and to enhance our ability to provide timely augmentation. The Contractor shall use highly capable experienced professionals in order to provide personnel with the maturity, experience, and the operational acumen required to support PSCD incident management operations. DHS experience is not required but preferred.

In addition, the Contractor shall ensure the designated individuals are able to immediately assist by having the necessary accesses, familiarity with appropriate policy and SOPs, and an understanding of PSCD operations. The Contractor shall be prepared to augment on- or off-site as required. The staff provided for contingency support shall possess a TS/SCI clearance.

7. DELIVERABLES

The contractor shall ensure the accuracy, functionality, completeness, professional quality, and overall compliance with government guidelines/requirements of the deliverables. Written documents shall be concise and clearly written.

7.1 Final documentation deliverables shall be provided in hard and soft copy using MS Office products as specified below. Daily, weekly, interim, informal deliverables and working-copy products may be provided by e-mail or disk, as arranged.

7.2 Final soft copy: Developed using the current DHS version of MS Word, Power Point, and/or other standard application software and provided on a CD-ROM. If more than one deliverable is provided at the same time, deliverables may be included on the same CD.

7.3 Final hard copy: Typewritten on 8-1/2"x11" white paper. The contractor shall not use spiral binding or other binding that interferes with photocopying.

SOW Section #	Deliverable	Due Date	Distribution
5.1	Draft Project Plan	30 days after contract award	COTR for Government Comments
5.1	Final Project Plan	14 days after receipt of government comments	COTR for final approval
5.2	Monthly Status Report	NLT 15th day of each month	COTR
5.3	Transition In Plan	30 days after contract award	COTR for Government Approval
5.3	Transition Out Plan	180 days prior to the expiration date of the contract	COTR for Government Approval
6.2.1.b	Special Events and Exercises Newsletter	NLT 1st workday of each month	Chief, Special Events and Exercises Unit
6.2.1.b	Special Events and Exercises AARs	Within 14 calendar days following event	Chief, Special Events and Exercises Unit

8. PLACE OF PERFORMANCE

Work performed under this task order shall be performed at DHS Headquarters sites located at the Nebraska Avenue Complex, Washington D.C., 1421 Jefferson Davis Highway, Arlington, VA, Mount Weather Emergency Operations Center, Mt. Weather, VA, or at a site designated by DHS to meet mission needs.

9. PERIOD OF PERFORMANCE

The period of performance shall consist of a 1-year base period and two 1-year option periods.

10. TRAVEL REQUIREMENTS

10.1 All Contractor personnel may be required to travel at the government's expense. When authorized as part of the scope of work and as approved by the COTR, travel expenses incurred in performance of this SOW will be reimbursed in accordance with the Federal Travel Regulations (FTR) in effect at the time of travel. Travel reimbursement will be on a non-fee bearing basis and shall not exceed the authorized travel amount included in the task order.

10.2 To be reimbursable, the travel expenses must be (i) allowable under the FTR and the provisions of the contract; (ii) approved prior to travel expenditure by the CO or COTR; and (iii) allocable and necessary for performance of this SOW.

10.3 Travel reimbursement requests must be submitted in sufficient time for the COTR to give prior approval, and must identify (i) the name of the traveler, (ii) destination (s) including itinerary, (iii) purpose of the travel, and (iv) estimated cost breakdown.

10.4 To be reimbursed, invoices, including travel expenses, must provide a detailed breakdown of the actual expenditures invoiced. The Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced. The contractor will provide copies of actual receipts upon request.

10.5 No local travel will be reimbursed within a 50-mile radius of the worksite.

11. SECURITY REQUIREMENTS

11.1 General

11.1.1 For proposal and source selection purposes, the offeror should assume that 4 of the personnel assigned shall have a TS/SCI security clearance, and 20 of the personnel assigned shall have a Secret security clearance based on a current Single Scope Background Investigation (SSBI). There is a potential requirement for upgrading all clearances to TS/SCI. The contractor shall coordinate such cases with the government prior to assigning new personnel to this task.

11.1.2 Contractor's request for visit authorization shall be submitted in accordance with DOD 5220.22M NISPOM not later than one (1) week prior to visit when possible, however, often times no more than one (1) day can be given. Requests shall be coordinated with the IP/PSCD security coordinator.

11.1.3 The work to be performed and the products to be delivered under this delivery order shall be accomplished in accordance with the Contract Security Classification Specification (DD Form 254) pertaining to this contract. The Contractor shall conscientiously follow the security guidance provided in the DD Form 254, the Classification Guide, and other guidance that may be established in writing by the COTR.

11.2 Access to Classified and SBU Information

11.2.1 DHS has determined that performance of this contract requires that the contractor, subcontractor(s), and vendor(s) (herein known as contractor) require access to classified National Security Information (herein known as classified information) and 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. Contractor employees who do not have security clearances and require access to SBU information will be given suitability determinations.

11.2.2 The contractor shall abide by the requirements set forth in the DD Form 254 and the NISPOM for the protection of classified information at its cleared facility, 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 cognizant agency.

11.3 The procedures outlined below shall be followed for the DHS Office of Security, Personnel Security Division (PSD) to process suitability/background investigations and suitability determinations, as required, in a timely and efficient manner.

Carefully read the security clauses in the contract. Compliance with the security clauses in the contract is not optional.

- 11.4 Contractor 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 suitability/background investigation to be conducted. All suitability/background investigations will be processed through the DHS Office of Security Office/PSD. Prospective Contractor employees shall submit the following completed forms to the DHS Office of Security Office/PSD. The Standard Form (SF) 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Office of Security Office/PSD 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 (SF) 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 Office of Security/PSD. Specific instructions on submission of packages will be provided upon award of the contract.

- 11.5 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 to 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 DHS Office of Security/PSD.

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 and nonrecurring meetings in order to begin transition work.

The DHS Office of Security/PSD shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer's 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 whom it was issued and the last known location and disposition of the pass or card.

- 11.6** 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 suitability/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).

Failure to follow these instructions may delay the completion of suitability determinations and suitability/background investigations. Note that any delays in this process, which are not caused by the Government, do not relieve a contractor from performing under the terms of the contract.

Your POC at the Security Office is:

Office of Security/PSD
Customer Service Support
Washington, DC 20528
Telephone (b)(6)

11.7 Security Management

11.7.1 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.

11.7.2 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 shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

11.7.3 The following computer security requirements apply to DHS operations. This entity is hereafter referred to as the Department.

11.8 Information Technology Security Clearance

11.8.1 When sensitive government information is processed on Department 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 MD 4300. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

11.8.2 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).

11.9 Information Technology Security Training and Oversight

11.9.1 All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by DHS.

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

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

11.10 Non-Disclosure of Protected Critical Infrastructure Information (PCII)

11.10.1 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 (CII). The regulations detailed in the 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).

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

11.10.3 The contractor shall comply with all requirements of the 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 PCII in accordance with the procedures contained therein.

11.10.4 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 sub-contractors will be given access to PCII without having previously executed an NDA.

11.11 Federal Acquisition Regulation Clause 52.204-2, Security Requirements, stated in full text below, applies to this contract to the extent the work to be performed, as stated in this SOW, involves access to information classified "Confidential," "Secret," or "Top Secret."

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)

12. GOVERNMENT FURNISHED INFORMATION (GFI):

Within 30 calendar days of task order award PSCD shall provide the contractor with the following information:

- DOD 5220.22M National Industrial Security Program Operating Manual (NISPOM), current publication
- Critical Information Act of 2002, current publication
- All applicable Homeland Security Presidential Directives (HSPD)
- The Homeland Security Act of 2002
- The National Strategy for Homeland Security
- The National Strategy for the Physical Protection of Critical Infrastructures and Key Assets
- National Strategy to Secure Cyberspace
- Protected Critical Infrastructure Information
- Department of Homeland Security Non-Disclosure Agreements

PSCD will provide the contractor with appropriate access to information to accomplish the assigned tasks. All Government supplied information will remain proprietary to the Government. Additionally, the supply of vendor proprietary information may require the execution of Non-Disclosure Statements between the contractor and respective vendor.

13. GOVERNMENT FURNISHED EQUIPMENT (GFE):

DHS will provide workspace and all necessary office equipment and supplies to meet requirements.

SECTION II - CONTRACT ADMINISTRATION DATA

A. CONTRACT ADMINISTRATION

- 1) This task order will be administered by:

U.S. Department of Homeland Security
Office of Procurement Operations
301 7th Street, SW, Room (b)(6)
Washington, DC 20407
Attn: Haben Woldemichael, Contract Specialist
Phone: (b)(6)
E-mail: (b)(6)

Toya Reynolds, Contract Officer
Phone Number: (b)(6)
E-mail: (b)(6)

- 2) Copies of all correspondence concerning this task order shall be provided to the Contract Specialist listed above.

B. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR for this task order is: Dennis Freeland
Telephone Number: (b)(6)
E-mail address: (b)(6)

The ACOTR for this task order is: NaTasha Gassama
Telephone Number: (b)(6)
E-mail address: (b)(6)

C. CONTRACTING OFFICER'S AUTHORITY

A warranted Contracting Officer is the only person authorized to issue modifications to the task order, approve changes in any of the requirements, or obligate funds. Notwithstanding any clause/provision contained elsewhere in this task order, the authority to modify the task order remains solely with the Contracting Officer. If the Contractor makes any task order changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order to cover any increases in charges that may result. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing the proposed task order in accordance with its terms and conditions.

SECTION III - INVOICE AND PAYMENT PROVISIONS

A. Invoices shall be prepared per Section VII, Contract Clauses; Paragraph A, entitled "FAR CLAUSES INCORPORATED BY REFERENCE," FAR Clause 52.232-25 Prompt Payment, and FAR Clause 52.232-7, Payments under Time and Materials and Labor-Hours. In addition to invoice preparation as required by the FAR, the Contractor's invoice shall include the following information:

- 1) Cover sheet identifying DHS;
- 2) Task Order Number;
- 3) Modification Number, if any;
- 4) DUNS Number;
- 5) Month services provided
- 6) CLIN and Accounting Classifications

B. The contractor shall submit invoices monthly.

C. Contract Line Item Number (CLIN) for each billed item (Labor Hour (LH)), Travel and ODC's.

- 1) Labor Hour CLIN's: Shall be billed over a period of 12 months as indicated by the Unit Price.
- 2) Travel: SOW task reference number and task title; identify local or business (TDY) travel; description/purpose of travel, include dates; staff name(s); total travel amount for staff member per trip; total monthly amount for all staff travel grouped by task and total monthly amount for all travel for all tasks.
- 3) Other Direct Costs (ODC's) – SOW task reference number and task title; ODC description; total monthly amount for each ODC grouped by task; and total monthly amount for all ODC's for all tasks.

D. The Contractor shall submit the invoice electronically to the address below:

U.S. Department of Homeland Security
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
E-mail: NPPDInvoice.Consolidation@dhs.gov

E. Simultaneously provide an electronic copy of the invoice to the following individuals at the addresses below:

- 1) U.S. Department of Homeland Security
ATTN: Office of Procurement Operations/Haben Woldemichael
7th & D Street, Room (b)(6)

245 Murray Lane, SW, Building 410
Washington, DC 20528

E-mail: [REDACTED] (b)(6)

The contractor shall submit invoices to the email address above. Additionally, the contractor shall prepare and submit a sufficient and procurement regulatory compliant invoice and receiving report for technical certification of inspection/acceptance of services and approval for payment. The contractor shall attach back up information to the invoices and receiving reports substantiating all costs for services performed. The receiving agency's written or electronic acceptance by the COTR and date of acceptance shall be included as part of the backup documentation.

If the invoice is submitted without all required back up documentation, the invoice shall be rejected. The Government reserves the right to have all invoices and backup documentation reviewed by the Contracting Officer prior to payment approval.

SECTION IV – SPECIAL CONTRACT REQUIREMENTS**A. PERSONNEL QUALIFICATIONS**

The contractor shall be responsible for employing technically qualified personnel to perform the work specified in this statement of work. The contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the government's specifications and requirements. The work history of each contractor employee must contain experience directly related to work he/she is required to perform under this task order.

The contractor will provide work histories upon request for the purposes of verifying compliance with the above requirements; additionally, the government reserves the right to review and approve resumes of contractor personnel proposed to be assigned to this order.

In addition, the contractor must have the demonstrated ability 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.

B. STANDARD CONDUCT AT GOVERNMENT INSTALLATIONS

The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

In performing on-site work under this contract on a Government installation or in a Government building, the Contractor shall:

- (1) Conform to the specific safety requirements established by a task order.
- (2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.
- (4) Take such additional immediate precautions as the CO or COTR may reasonably require for safety and accident prevention purposes.
- (5) Conform with all security requirements as specified in the DD Form 254, 'Contract Security Classification Specification' and security requirements as specified in individual task order SOW.

C. CONTRACTOR'S EMPLOYEES CLEARANCE AND IDENTIFICATION

The Government anticipates the need for contractors to provide cleared personnel. A DD Form 254 'Contract Security Classification Specification' will be executed at the appropriate level. During the period of this contract, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available as deemed necessary by the Government. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In

addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

D. POST-AWARD ORIENTATION

The Contractor shall participate in a post-award orientation that will be held within ten (10) business days after task order award. The purpose of the post-award orientation is to assist both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements, and identify and resolve potential problems (See FAR Subpart 42.5).

The task order COTR will serve as the chairperson and shall conduct the meeting.

The orientation may be conducted at a location within the Washington D.C. commuting area at the Government's discretion.

SECTION V - CONTRACT CLAUSES

All Contract Clauses identified in the Contractor's IDIQ contract are incorporated in this task order as well as the following:

CONTINUITY OF CRITICAL CONTRACTOR DELIVERABLES [SERVICES and/or SUPPLIES] IN THE EVENT OF AN EMERGENCY (October 2009)

1. The contractor shall submit to the contracting officer a contingency plan (the "Plan") for providing uninterrupted mission critical contract deliverables [for services, or for the delivery of supplies] in the event of an H1N1 epidemic or other emergency.
 - a. The contracting officer has identified all or a portion of the contract deliverables [services/supplies] under this contract as critical contract deliverables [services/supplies] in support of mission critical functions. The contractor-provided deliverables that have been determined to be critical contractor services or supplies in support of mission critical functions are listed on Page 14 and 15, Mission Essential Contractor Deliverables [Services and/or Supplies] dated September 2010.
 - b. The contractor shall formulate the proposed Plan prior to the award of this contract, or at the time of incorporation of this clause into a contract by modification, for continuing the performance of critical contract deliverables [services/supplies] as identified in on Page 14 and 15 above during an emergency.
 - i. The contractor shall identify in the Plan provisions made for the acquisition of necessary personnel, resources and/or supplies, if necessary, for continuity of operations for up to thirty (30) days or until normal operations can be resumed;
 - ii. The Plan must, at a minimum, address and identify --
 1. Challenges associated with maintaining contractor critical deliverables [services/supplies] during an extended emergency event, such as a pandemic that may occur in repetitious waves;
 2. Any time lapse associated with the initiation of the acquisition of necessary personnel, resources and/or supplies and their actual availability on site;
 3. The components, processes, and requirements for the identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities or performing work from home;
 4. Any established alert and notification procedures for mobilizing identified "critical contractor service personnel";
 5. The approach for communicating expectations to contractor employees regarding their roles and responsibilities during an emergency.
 6. Any associated changes needed to the contractor's information technology (IT) infrastructure to support the contract in an emergency; and
 7. Any costs associated with implementing the Plan, if applicable.

2. The contractor recognizes that the contract deliverables [services/supplies] under this contract are vital to the Government and must be continued without interruption. In the event the contractor anticipates not being able to perform due to any of the causes enumerated in the excusable delay clause of this contract, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.
3. The Government reserves the right in such emergency situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for critical contractor deliverables [services/supplies]. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR Subpart 18 and HSAM 3018 respectively or any other subsequent emergency guidance issued.
4. Any proposed costs associated with implementing the Plan will be evaluated by the contracting officer as part of the initial competition, or at the time they are submitted as proposed costs under a contract modification which incorporates this clause. The Plan is exercisable as an option in the event of an emergency at the amounts specified in or reasonably determinable from the terms of the basic contract, or the contract as modified.
5. In the event the contractor's Plan is exercised by the Government, the contracting officer shall include a written determination in the contract file that the costs associated with the Plan are fair and reasonable and are at the exact same terms as the base contract award, or as the contract as modified.
6. This clause shall be included in subcontracts for the critical deliverables [services/ supplies].

ADDITIONAL CLAUSES INCORPORATED IN FULL TEXT

A) 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)

Additional Security Requirement:

Access to Sensitive Compartmented Information (SCI) will be held at DHS facilities only. For the purpose of this task order, the contractor is not authorized to process and/or store any SCI at the contractor locations. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible Special Security Officer (SSO). SCI will not be released to a contract employee without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of the "Need-to-know" by the designated DHS SSO. 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 Contracting Officer Technical Representative (COTR) who can validate the justification for access. Inquiries pertaining to classification guidance on SCI will be directed to the Special Security Officer (SSO). SCI furnished in support of this contract remains the property of the Department of Homeland Security (DHS), agency, or component originator. Upon completion or cancellation of the contract, SCI furnished information will be returned to the direct custody of the supporting SSO.

All personnel requiring access to non-SCI information must be granted a FINAL Secret or FINAL Top Secret security clearance by a U. S. Government Authority prior to being given any access to such information released or generated under this contract. Personnel holding contractor granted CONFIDENTIAL clearances are not eligible for access to information under this contract.

B) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrc.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrc.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.frs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

C) 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.

D) 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years, six months.

(End of clause)

DEPARTMENT OF HOMELAND SECURITY CLAUSES

E) HSAR CLAUSE 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

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

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

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of 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, and 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.

**ALTERNATE I
(JUN 2006)**

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(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)

ADDITIONAL DEPARTMENT OF HOMELAND SECURITY CLAUSES

F) HSAR CLAUSE 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:

- Project Manager

(End of clause)

G) HSAR 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)

H) 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition.

As prescribed in 16.601(e)(3), insert the following provision:

**Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition
(Feb 2007)**

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
- (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
P00001 See Block 16C

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797

9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004 HSHQDC-11-J-00031 10B. DATED (SEE ITEM 13) 01/01/2011
CODE 6162056750000 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 9 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)
See Schedule

14. 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 48.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X 52.204-2 Security Requirements (Aug 1996)

13. 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: 616205675+0000
IP/FSCD

The purpose of this modification is to incorporate DD254 contract security classification specification for Facility Clearance Required at a Top Secret level in accordance with 52.204-2.

Regarding this Modification, contact Haben Waldemichael, Contract Specialist (b)(6)

AAP Number: 66533 DO/DPAS Rating: NONE
Period of Performance: 01/01/2011 to 12/31/2011
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6) Dora Lopez Toya Reynolds
15C. DATE SIGNED 1-13-11 15C. DATE SIGNED 1/14/11

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6162056750000 FACILITY CODE		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004 HSHQDC-11-J-00031	10B. DATED (SEE ITEM 13) 01/01/2011

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - Mutual Agreement of the Parties 43.103(a)(3)

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

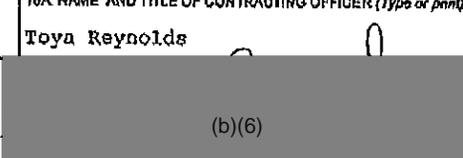
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 616205675+0000
IP/PSCD

The purpose of this modification is to revise Invoice Payment Instructions and identify the Contracting Officer. As a result, the task order is modified as follows:

Section entitled, "Government Point of Contact" is modified to add the Contracting Officer as follows:

Toya Reynolds
 (b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print)  (b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Toya Reynolds  (b)(6)	DATE SIGNED 1/28/11 (REV. 10-03)
---	--	--

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Section entitled "Invoice Procedures" is deleted in its entirety and replaced with the following:</p> <p>All invoices shall be submitted in PDF via email to:</p> <p>NPPDInvoice.Consolidation@dhs.gov</p> <p>All invoices, mailed or emailed, must be addressed as follows:</p> <p>Burlington Finance Center P.O. Box 1279 Williston, VT 05495-1279 Attn: NPPD-IP</p> <p>1. In accordance with the contract clauses, the information required with each proper invoice submission is as follows: An invoice shall include:</p> <p>(i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Continued Than Central Contractor Registration), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT. Invoices without the above information may be returned for resubmission.</p> <p>2. Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BEC will not process the payment.</p> <p>3. All other terms and conditions remain the same. AAP Number: 66533 DO/DPAS Rating: NOMB Period of Performance: 01/01/2011 to 12/31/2011</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00004	01/01/2012	RNPS-12-00005	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
	DHS/OPO/NPPD/IP		DHS/OPO/NPPD/IP
U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(x)	
		9B. DATED (SEE ITEM 11)	
		X	
		10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004 HSHQDC-11-J-00031	
		10B. DATED (SEE ITEM 13) 01/01/2011	
CODE 6162056750000	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 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 200MPAD 000 L2 03-03-12-000 90-04-0000-00-00-00 GE-OE 25-37 PS2005

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	52.217-9 Option to Extend the Term of the Contract

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

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

DUNS Number: 616205675+0000
 IF/PSCD
 Treasury Account Symbol: 7012/130565

The purpose of this modification is to:

1. Exercise option year 1 (CLINS 1001, 1003, and 1004) on HSHQDC-11-J-00031 with CACI-ISS, Inc.

2. Conduct a realignment of labor categories from administrative specialist to functional analyst. (b)(4)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Toya Reynolds
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	(b)(6)
	16C. DATE SIGNED
	12/22/11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00004

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NAME OF OFFEROR OR CONTRACTOR
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4)				
	The period of performance is from 01/01/2012 - 12/31/2012.				
	This Task Order has increased by (b)(4) from (b)(4)				
	All other terms and conditions remain the same. AAP Number: 201066533 DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 01/01/2012 to 12/31/2012 Change Item 1001 to read as follows (amount shown is the obligated amount): Option Period 1: 01/01/2012 - 12/31/2012				
1001	Option Year 1: Labor Hour IAW SOW Total: (b)(4)				(b)(4)
	Change Item 1003 to read as follows (amount shown is the obligated amount):				
1003	Option Year 1: Travel - NTE \$75,000.00 Cost Reimbursable Total: \$75,000.00				75,000.00
	Change Item 1004 to read as follows (amount shown is the obligated amount):				
1004	Option Year 1: ODCs - NTE \$10,000.00 Cost Reimbursable Total: \$10,000.00				10,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT NO. CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RNPS-12-00022	6. PROJECT NO. (If applicable)
5. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP	7. ADMINISTERED BY (If other than Item 5) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP Code) CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6162056750000 FACILITY CODE		(x) 9B. DATED (SEE ITEM 11)	
		(x) 9C. MODIFICATION OF CONTRACT ORDER NO. HSHQDC-09-D-00004 HSHQDC-11-J-00031	
		10B. DATED (SEE ITEM 13) 01/01/2011	

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 9 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change 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)

200MPAD 000 L1 03-03-12-000 90-04-0000-00-00-00-00 GE-OE 25-76 PS1002

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - Mutual Agreement of the Parties 43.103(a)(3)

B. 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: 61620567540000

IP/PSCD

The purpose of this modification is to shift (b)(4) from CLIN 0001 (Labor) to CLIN 0003 (Travel) to support additional Computer Based Assessment Tool (CBAT) visits.

All other terms and conditions remain the same.

AAP Number: 201066533 DO/DPAS Rating: NONE

Discount Terms:

Net 30

Delivery Location Code: DHS

Continued ...

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

15A. NAME AND TITLE OF SIGNED (Contractor)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tova Reynolds	15C. DATE SIGNED 12/30/11
(b)(6)	(b)(6)	

FORM 30 (REV. 10-99)
GSA

CONTINUATION SHEET

REFERE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00005

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NAME OF OFFEROR OR CONTRACTOR
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 01/01/2011 to 12/31/2011 Change Item 0001 to read as follows (amount shown is the obligated amount): Base: labor Hour IAW SOW and Labor Rates IAW price proposal dated 12/17/2010 NTE (b)(4) Period of Performance 01/01/2011 to 12/31/2011				(b)(4)
0003	Change Item 0003 to read as follows (amount shown is the obligated amount): Travel for Field Operations Branch NTE (b)(6)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RNPS-12-00042	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6162056750000		FACILITY CODE	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004 HSHQDC-11-J-00031	
		10B. DATED (SEE ITEM 13) 01/01/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 616205675+0000
IP/PSCD
Treasury Account Symbol: 70-0565

The purpose of this modification is to change the Accounting Code Classification (ACC) structure to the new Fiscal Year 2012 structure.

The new line of accounting is as follows:

200MPAD 000 MA 51-03-02-002 90-04-0000-00-00-00-00 GE-OE-25-37 PS2042.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Toya Reynolds
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6)
	16C. DATE SIGNED 3/22/12

NSN 7540-01-152-8070
Previous edition unusable

RD FORM 30 (REV. 10-93)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00006

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NAME OF OFFEROR OR CONTRACTOR
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. AAP Number: 201066533 DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: DRS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528 FOB: Destination Period of Performance: 01/01/2011 to 12/31/2011 Change Item 1001 to read as follows (amount shown is the obligated amount): Option Period 1: 01/01/2012 - 12/31/2012 Option Year 1: Labor Hour IAW SOW Total: (b)(4)				0.00
1001	Accounting Info: 200MPAD 000 L2 03-03-12-000 90-04-0000-00-00-00-00 GE-OE 25-37 PS2005 Funded: (b)(4) Accounting Info: 200MPAD 000 MA 51-03-02-002 90-04-0000-00-00-00-00 GE-OE-25-37 PS2042 Funded: (b)(4) Change Item 1003 to read as follows (amount shown is the obligated amount):				
1003	Option Year 1: Travel - NTE \$75,000.00 Cost Reimbursable Total: \$75,000.00 Accounting Info: 200MPAD 000 L2 03-03-12-000 90-04-0000-00-00-00-00 GE-OE 25-37 PS2005 Funded: -\$75,000.00 Accounting Info: 200MPAD 000 MA 51-03-02-002 90-04-0000-00-00-00-00 GE-OE-25-37 PS2042 Funded: \$75,000.00 Change Item 1004 to read as follows (amount shown is the obligated amount): Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00006

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1004	Option Year 1: ODCs - NTE \$10,000.00 Cost Reimbursable Total: \$10,000.00 Accounting Info: 200MPAD 000 L2 03-03-12-000 90-04-0000-00-00-00-00 GE-OE 25-37 PS2005 Funded: -\$10,000.00 Accounting Info: 200MPAD 000 MA 51-03-02-002 90-04-0000-00-00-00-00 GE-OE-25-37 PS2042 Funded: \$10,000.00				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 1

2. AMENDMENT/MODIFICATION NO. P00007
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. RNPS-12-00046
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE DHS/OPO/NPPD/IP
 7. ADMINISTERED BY (if other than item 6) CODE DHS/OPO/NPPD/IP

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 NPPD Acquisition Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 NPPD Acquisition Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CACI-ISS INC
 ATTN M CROSSMAN 72006 FOR CCR CORRESPOND
 1100 N GLEBE ROAD
 ARLINGTON VA 222014797

(x) 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 x 10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSHQDC-09-D-00004
 HSHQDC-11-J-00031
 10B. DATED (SEE ITEM 13)
 01/01/2011

CODE 6162056750000 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 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

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

DUNS Number: 616205675+0000
 IP/PSCD
 The purpose of this modification is to add Patrick Barnwell as the Alternate COR for HSHQDC-11-J-00031.

ACOR: Patrick Barnwell (b)(6)

AAP Number: 201066533 DO/DPAS Rating: NONE
 Period of Performance: 01/01/2012 to 12/31/2012

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Toya Reynolds

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED
 16C. DATE SIGNED
 (b)(6) 3/22/12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE See Block 16C		1 2	
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		4. REQUISITION/PURCHASE REQ. NO. RNPS-12-00093		5. PROJECT NO. (if applicable)	
CODE 6162056750000		7. ADMINISTERED BY (if other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		CODE DHS/OPO/NPPD/IP	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004 HSHQDC-11-J-00031		10B. DATED (SEE ITEM 13) 01/01/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: (b)(4)

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

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

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

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

DUNS Number: 616205675+0000
IP/PSCD
Treasury Account Symbol: 70-0565

The purpose of this modification is to add funding to CLIN 1003 to support additional CBAT events which requires an increase in travel.

All other terms and conditions remain unchanged.

AAP Number: 201066533 DO/DPAS Rating: NONE

Delivery: 5 Days After Award

Discount Terms:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Toya Reynolds	
15B. CONTRACTOR/OFFEROR		16C. DATE SIGNED	
(Signature of person authorized to sign)		(b)(6) 9/18/12	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00008

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NAME OF OFFEROR OR CONTRACTOR
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	<p style="text-align: center;">Net 30</p> <p>Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 01/01/2012 to 12/31/2012</p> <p>Change Item 1003 to read as follows{amount shown is the obligated amount):</p> <p>Option Year 1: Travel - NTE (b)(6) Cost Reimbursable Total: (b)(6)</p> <p>Accounting Info: 200MPAD 000 L2 03-03-12-000 90-04-0000-00-00-00-00 GE-OE 25-37 PS2005 Funded: \$0.00</p> <p>Accounting Info: 200MPAD 000 MA 51-03-02-002 90-04-0000-00-00-00-00 GE-OE-25-37 PS2042 Funded: \$0.00</p> <p>Accounting Info: 200MPAD 000 MA 51-03-02-002 90-04-0000-00-00-00-00 GE-OE-25-37 PS2093 Funded: \$10,000.00</p>				10,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00009		01/01/2012		RNPS-13-00006	
6. ISSUED BY		7. ADMINISTERED BY (if other than Item 6)		5. PROJECT NO. (if applicable)	
U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		DHS/OPO/NPPD/IP	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(x)			
CODE 6162056750000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				HSHQDC-09-D-00004 HSHQDC-11-J-00031	
				10B. DATED (SEE ITEM 13)	
				01/01/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: (b)(4)
200MPAD 000 MA 5i-03-02-002 90-04-0000-00-00-00 GE-OE-25-37 PS3006

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract

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

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

DUNS Number: 616205675+0000
IP/PSCD
TAS: 70-0565
SPID: 10-13-016

The purpose of this modification is to:

1. Exercise option year 2 (CLINs 2001, 2003, and 2004) on HSHQDC-11-J-00031 with CACI-ISS, Inc.

The period of performance is from 01/01/2013 - 12/31/2013.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Toya Reynolds	
16B. CONTRACTOR/OFFEROR	16C. DATE SIGNED	16C. DATE SIGNED	
(Signature of person authorized to sign)		(b)(6)	12/20/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00009

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NAME OF OFFEROR OR CONTRACTOR
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>This task order has increased by (b)(4) from (b)(4)</p> <p>All other terms and conditions remain the same. AAP Number: 201066533 DO/DPAS Rating: NONE Delivery: 5 Days After Award Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 01/01/2013 to 12/31/2013</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount): Option Period 2 : 01/01/2013 - 12/31/2013</p> <p>Option Year 2: Labor Hour IAW SOW</p> <p>Change Item 2003 to read as follows (amount shown is the obligated amount): Option Year 2: Travel - NTE \$75,000.00 Cost Reimbursable</p> <p>Change Item 2004 to read as follows (amount shown is the obligated amount): Option Year 2: ODCs NTE \$10,000.00</p>				<p>(b)(4)</p> <p>75,000.00</p> <p>10,000.00</p>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE
PAGE OF PAGES
1 9

2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RNPS-13-00025	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP	7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6162056750000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004 HSHQDC-11-J-00031	10B. DATED (SEE ITEM 13) 01/01/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-3 Changes-Time and Material or Labor Hours

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: 616205675+0000

The purpose of this modification is to revise the Statement of Work paragraphs 6.3 and 8.

The original Paragraph 6.3 is deleted in its entirety and replaced. The revised paragraph eliminates reference to shift work, defines working hours for typical and unusual situations, and defines minimum coverage requirements. The original Paragraph 8 is deleted in its entirety and replaced. The revised paragraph updates the location of PSCD and allows for, with PSCD approval, alternate work locations.

All other terms and conditions remain unchanged.

AAP Number: 201066533 DO/DPAS Rating: NONE

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Degnan
15C. DATE SIGNED 2-19-13	16C. DATE SIGNED 2/19/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00010

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NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 01/01/2013 to 12/31/2013				

SECTION I – STATEMENT OF WORK

1. Field Operations Branch (FOB) Support

2. BACKGROUND

In 2004, the Office of Infrastructure Protection (IP) recognized a requirement for DHS representation at the Federal, State, territorial, local, and tribal levels to provide a local perspective to the national risk picture, serve as DHS' on-site critical infrastructure and vulnerability assessment specialists, and function as a vital channel of communication for officials and private sector owners and operators of Critical Infrastructure Key Resources (CIKR) assets seeking to communicate with DHS. As a result, the Protective Security Coordination Division (PSCD) (then Risk Management Division) established the Protective Security Advisor (PSA) Program, deploying a cadre of 68 critical infrastructure security specialists to 60 metropolitan areas designated as PSA districts across the United States. Within PSCD, the Field Operations Branch (FOB) is tasked with the day-to-day operation and management of the PSA Program.

Because they are strategically located throughout the United States, PSAs are often the first Department personnel to respond to incidents. Consequently, PSAs are uniquely able to provide early situational awareness to DHS and Office of Infrastructure Protection (IP) leadership during an incident, often performing duties as the Infrastructure Liaison (IL) at the Joint Field Office (JFO) in support of the Principal Federal Official (PFO). PSAs also coordinate requests from CIKR asset owners and operators for services and resources to include training, scheduling of Site Assistance Visits (SAV), Buffer Zone Plans (BZP), Comprehensive Reviews (CR), and verification and technical assistance visits

Given the initial success of the PSA Program and levels of support required for 68 field personnel, FOB and PSA Program management identified the immediate need for a more robust PSA leadership structure. In order to optimize efficient management of the PSA Program, and to meet the intent of the Congress in directing the placement of management positions in the field, eight Supervisory PSAs were deployed in 2007. In 2009, ten additional PSAs were deployed to states without dedicated PSA representation. With Supervisory Section Chiefs and Headquarters PSAs included, the 2010 number of Field Operations Branch PSAs requiring support under this Statement of Work (SOW) is 93.

3. OBJECTIVE

This requirement is for tactical, administrative, and logistical support to FOB providing situational awareness to PSCD/FOB management relevant to national critical infrastructure assets.

4. SCOPE

SOW establishes the requirements for providing technical, analytical, administrative, and logistical support services to FOB.

5. TASKS

5.1 Project Plan. The Contractor shall prepare a Project Plan describing technical approach, organizational resources, and management controls to be employed to meet the cost, performance, and schedule requirements for all tasks.

5.2 Monthly Status Report. The Contractor shall provide a monthly status report monitoring the quality assurance, progress/status reporting, and program reviews applied to the Task Order (TO). The

Contractor shall submit a monthly financial and program status report to the COTR. This report shall be submitted not later than (NLT) the 15th day of the month following the reporting period.

This monthly status report shall describe technical progress by each sub-task listed in this SOW. It shall include accomplishments for the month; problems encountered; solutions recommended; anticipated travel; and actions for the upcoming month. The financial status section shall consist of: a funds expenditure graphic, travel costs broken down by destination, duration, purpose, and costs for both monthly and cumulative to date; and other direct costs both monthly and cumulative to date. The monthly and cumulative financial data shall be reconcilable to steady state and surge, travel costs, burdens, and fees invoiced monthly and cumulatively to date. The contractor should be prepared to present the report at a monthly meeting upon the request of DHS.

5.3 Transition In/Out Plan. A Transition-in Plan outlines how awardees will transition work from the incumbent contractors to themselves. It provides the framework for an orderly transition and identifies the schedule of associated activities that are necessary to perform the work. The Transition-In Plan is due to the Government 60 days after contract award.

A Transition-out Plan should be used to transition tasks and materials to a new Contractor or to the Government. The Transition-Out Plan is due to the Government 180 days prior to the expiration date of the contract. The plan will incorporate an inventory of all services and materials developed that will be required to fully perform the services provided under the TOs. 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 90 days (60 days for clearance vetting, 30 days for transitional overlap), before the current expiration date of the contract, to provide adequate time for the new Contractor to completely familiarize personnel with the requirements and satisfy security requirements as of the turnover date.

6. FIELD OPERATIONS SUPPORT REQUIREMENTS

6.1 Personnel Support. The Contractor shall supply technical, analytical, logistics, and administrative support services with sufficient labor hours to provide program management to man the following positions:

6.2 Specific Duties and Personnel Requirements. The following is a brief description of the work required by the Operations Support Section and the Program Support Section in support of the overall FOB mission:

6.2.1 Operations Support Section. The Operations Support Section shall be responsible for the following tasks: All work will be directed by the COTR.

- a. One key position shall be identified to oversee, manage, and coordinate the various activities of the Operations Support Section and Program Support Section as well as coordinate the Requests for Information (RFI) from deployed and field-based PSCD personnel to ensure they are answered in a timely, concise, and acceptable manner. This individual will receive direction from the COTR for management and assignment of duties for all personnel in both the Operations and Program Support Sections. This individual will be the interface between contractor personnel and other government employees of FOB. Contractor staff shall direct any questions on duties or assignments to this individual and at no time will there be an expectation of working directly for government employees of FOB. This individual shall possess a Top Secret/Special Compartmented Information (TS/SCI) clearance.

- b. The contractor shall support integration of PSCD activities and interests into National, State, Local and other related exercises and special events. Each of these individuals shall possess a Secret clearance and shall:
 - 1. Plan for, participate in, and support the exercise and special events requirements for PSCD.
 - 2. Manage the tasks associated with the participation of PSCD in all exercises and special events.
 - 3. Provide a monthly exercise newsletter of special events and exercise involvement of PSCD.
 - 4. Provide an After Action Report (AAR) upon completion of all exercise or special event planning meetings.
 - 5. Participate in Table Top Exercise (TTX) Concept and Objectives (C&O) meetings and conference calls.
 - 6. Participate in working groups, C&O, and TTX in support of National Level Events (NLE).
- c. The contractor shall support FOB scoring and weighting of critical infrastructure data, providing analysis and items for consideration concerning security and resilience across CIKR Sectors. These officers shall be able to carry out ad hoc taskings from senior leadership. Each of these individuals shall possess a Secret clearance and shall:
 - 1. Function as the daily PSCD primary operational hub for providing the PSCD director and FOB Branch Chief with methodology analysis, domestic situational awareness of threats to CIKR vulnerabilities, information fusion, information sharing, communications, coordination and collaboration on incidents pertaining to emerging terrorist threats, natural disasters, and domestic incident management pertaining to/impacting CIKR.
 - 2. Conduct research in support of analysis designed to understand the impact of specific incidents affecting critical infrastructure.
 - 3. Perform qualitative maintenance of the ECIP/IST Internal Matrix Database
 - 4. Prepare initial IST Quality Assurance reviews for second stage QA review
 - 5. Conduct research in support of analysis designed to understand the impact of specific incidents affecting critical infrastructure.
- d. The contractor shall support FOB development and production of CIKR audio and video multimedia documents which incorporate current assessment tools including; Enhanced Critical Information Protection (ECIP) data, Information Survey Tool (IST) data, Site Assistance Visit (SAV) data, Computer Based Assessment Tool (CBAT) data, and other assessments, data, information and analysis. These officers shall assist FOB trained personnel through planning and data collection of identified CIKR facilities. Each of these individuals shall possess a Secret clearance and shall:
 - 1. Confer with FOB leadership regarding product development and status.
 - 2. Prioritize projects based on available time, nature of the site, and owner and operator requirements.
 - 3. Plan the production of individual products to meet the needs and requirements of CIKR Owners and Operators.
 - 4. Process, review and edit media and documents into finished products.
 - 5. Correct and improve the quality of submitted media and documents.
 - 6. Support field PSAs with information and advise concerning CIKR products.
 - 7. Produce training presentations to improve regional planning, collection and production.
 - 8. Develop methods of production to improve quality and shorten production time.

6.2.2 Program Support Section. The Program Support Section shall be comprised analysts, administrative, and logistics specialists and shall perform various functions to fully support the PSA

Program. Following is a specific breakdown of the personnel requirements and specific duties for this section:

- a. **Infrastructure Protection Analysis.** The Contractor shall provide analysts with the ability to support the analysis of CIKR. Three of these analysts shall possess a TS/SCI clearance and three shall possess a Secret clearance and shall:
 1. Provide support with preparation of required monthly, quarterly, and annual reports including but not limited to the Annual Budget Process to include National Annual Report (NAR), Bottom up Review (BUR), Program Decision Option (PDO), Project Management Plan (PMP), Monthly and Quarterly Program Reviews using the Visual Performance Suite (VPS).
 2. Provide support with the development of documentation, correspondence, briefing materials, slide presentations, and other related documentation in support of FOB.
 3. Participate, as required, in IP and PSA-related meetings/conferences and provide hardcopy and electronic copy meeting reports and after action reports, as appropriate.
 4. Receive, coordinate, and respond to daily tasking and issues needing immediate response and coordination.
 5. Assist with the coordination and facilitation of FOB meetings and conference calls.
 6. Produce a briefing document that summarizes all PSA reported incidents in a twenty four hour period.
 7. Organize communications and coordination of all requests for action and information in support of tasking from IP/PSCD/FOB Senior Leadership.
 8. Process email requests for support, action, or information from field deployed FOB personnel.

- b. **Administrative Support.** The Contractor shall provide administrative specialists/management advisors to provide specialized technical and administrative support. These specialists will directly support geographically separated Office Infrastructure Protection Regional Directors (RD) in the field (each specialist will work on-site and support two RDs). The remaining specialist will assist in the administration of FOB headquarters, Branch Chief and Staff. Each of these individuals shall possess a Secret clearance and shall:
 1. Prepare documents for publication; establish and execute document printing and distribution services.
 2. Administer PSA travel program for Supervisors and Management, prepare routine reports, and physically or electronically archive selected classes of items.
 3. Provide support for and hosting meetings and conferences to include unclassified video teleconferencing, attend meetings, and maintain electronic copies of the draft plans and other documents.
 4. Produce white papers or other studies.
 5. Develop and coordinate documentation and prepare drafts, briefings, and papers.
 6. Maintain RD and FOB Management calendars as required/requested.
 7. Update Branch phone rosters and distribution lists.
 8. Prepare correspondence for staffing.
 9. Review correspondence for proper grammar and format.
 10. Develop and maintain a records file management system for records management and archiving DHS policies.
 11. Provide support to PSCD for WebTA timekeeping system for field PSAs.
 12. Assist with other general administrative tasks as required.

- c. **Logistical Support.** The Contractor shall provide experienced analysts with an understanding of procurement, materials management, and inventory control to handle equipment and

government vehicle issues unique to the PSA Program. Each of these individuals shall possess a Secret clearance and shall:

1. Research equipment essential for PSA mission accomplishment, adjusting and adapting to changes as required.
 2. Label and inventory new equipment.
 3. Receive and review supply and repair requests.
 4. Distribute equipment as required.
 5. Ensure FOB inventory is maintained; organize and maintain a large database of all equipment in the FOB inventory in accordance with National Protection and Programs Directorate (NPPD) inventory guidelines.
 6. Periodically produce equipment inventory status for FOB Management.
 7. Coordinate, as required, with General Services Administration (GSA) Government Vehicle Fleet Management personnel about issues with the PSA vehicle fleet.
 8. Coordinate, as required, with DHS Vehicle Fleet Management to fulfill vehicle inventory and reporting requirements; attend recurring fleet-related meetings as required.
 9. Ensure records and reporting is maintained and consistent with DHS management directives, federal guidance, and U.S. Codes.
- d. Program management sufficient to provide efficient and effective operation of the Program Support Section.

6.3 Working Hours. Contract employees shall typically work an 8 hour day between the hours of 0600-1800 local time Monday through Friday during Steady State (except Federal holidays) operations. There may be operational requirements, as determined by the COR, when the span of required support is changed to 0500 – 2100 local time. If this occurs, employees shall typically work an 8 hour day between the hours of 0500-2100 and the contractor shall ensure there is a minimum of 12 personnel on duty during the core hours of 0600 – 1800.” There may be occasions when Contractor employees shall be required to work an 8 hour shift outside of these hours, during 24 hour operations, including weekends and holidays, to fulfill requirements under this SOW. There is no overtime authorized under this contract. The contractor shall manage available hours and funding to meet these requirements. The Government acknowledges that during the time periods the contractor must supply personnel on weekends, holidays, and during 24 hour operations fewer contractor personnel than normal will be present at any time (minimum of two personnel)

No Steady- State support is normally required on weekends and Federal holidays. In the event that OPM announces "Federal Offices are Closed - Emergency and Telework-Ready Employees Must Follow Their Agency's Policies", contractor personnel are expected to Tele-work. In the event Federal Offices are closed and Tele-work guidance is not provided, the COR shall notify the contractor of the Governments expectations.

The contractor shall be prepared to provide support beyond 8 hours or later than 2100 during Steady-State operations if determined by PSCD Management and coordinated with the COR. The extended hours shall be used for incident response.

In addition to those situations noted above, all contractor analysts assigned shall be available as needed for other surge support requirements, including National Security Special Events (NSSEs), exercises, and other events as agreed upon by the PSCD Management and the contractor management team, and as directed by the COR. The specific work hours for surge events will be agreed in writing by the COR and the contractor management team prior to execution of actual assignment.

If contractor personnel are unable to physically report to their duty station due to sick leave, annual leave, religious time off, inclement weather, or for any other reason, the contractor program manager shall notify the COR and the Federal Lead prior to the start of the assigned work hours.

Sick leave, annual leave, religious time off, inclement weather are considered short –term absences (three weeks or less). Longer term absences (longer term illness, pregnancy) will require temporary staff replacement. Note that it is the contractor’s responsibility to meet all contract deliverables/deadlines regardless of the length and circumstance of personnel absences.

6.4 Contingency, Surge, and COOP Support. The Contractor shall provide contingency, surge, and COOP support per customer direction during exercises, periods of increased activity levels, emerging terrorist threats, natural disasters, or other special and/or significant events. The Contractor shall designate a minimum of the equivalent of three personnel available to augment FOB contingency and surge support operations to meet mission requirements when activated. As such, the Contractor shall designate the equivalent of four or more individuals in order to have a broader pool to call upon when activated and to enhance our ability to provide timely augmentation. The Contractor shall use highly capable experienced professionals in order to provide personnel with the maturity, experience, and the operational acumen required to support PSCD incident management operations. DHS experience is not required but preferred.

In addition, the Contractor shall ensure the designated individuals are able to immediately assist by having the necessary accesses, familiarity with appropriate policy and SOPs, and an understanding of PSCD operations. The Contractor shall be prepared to augment on- or off-site as required. The staff provided for contingency support shall possess a TS/SCI clearance.

7. DELIVERABLES

The contractor shall ensure the accuracy, functionality, completeness, professional quality, and overall compliance with government guidelines/requirements of the deliverables. Written documents shall be concise and clearly written.

7.1 Final documentation deliverables shall be provided in hard and soft copy using MS Office products as specified below. Daily, weekly, interim, informal deliverables and working-copy products may be provided by e-mail or disk, as arranged.

7.2 Final soft copy: Developed using the current DHS version of MS Word, Power Point, and/or other standard application software and provided on a CD-ROM. If more than one deliverable is provided at the same time, deliverables may be included on the same CD.

7.3 Final hard copy: Typewritten on 8-1/2”x11” white paper. The contractor shall not use spiral binding or other binding that interferes with photocopying.

SOW Section #	Deliverable	Due Date	Distribution
5.1	Draft Project Plan	30 days after contract award	COTR for Government Comments
5.1	Final Project Plan	14 days after receipt of government comments	COTR for final approval
5.2	Monthly Status Report	NLT 15th day of each month	COTR
5.3	Transition In Plan	60 days after contract award	COTR for Government Approval

5.3	Transition Out Plan	180 days prior to the expiration date of the contract	COTR for Government Approval
6.2.1.b	Special Events and Exercises Newsletter	NLT 1st workday of each month	Chief, Special Events and Exercises Unit
6.2.1.b	Special Events and Exercises AARs	Within 14 calendar days following event	Chief, Special Events and Exercises Unit

8. PLACE OF PERFORMANCE

All work will be performed primarily in the Washington, DC Metro area; however PSCD Management reserves the right to have contract personnel work off site at an alternate location such as Mt. Weather, Virginia and locations within the Washington, DC Metro area (alternate office spaces, tele-work, virtual offices, etc.).

9. PERIOD OF PERFORMANCE

The period of performance shall consist of a 1-year base period and three 1-year option periods.

10. TRAVEL REQUIREMENTS

10.1 All Contractor personnel may be required to travel at the government's expense. When authorized as part of the scope of work and as approved by the COTR, travel expenses incurred in performance of this SOW will be reimbursed in accordance with the Federal Travel Regulations (FTR) in effect at the time of travel. Travel reimbursement will be on a non-fee bearing basis and shall not exceed the authorized travel amount included in the task order.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. P00011
3. EFFECTIVE DATE 07/30/2013
4. REQUISITION/PURCHASE REQ. NO. RNPS-13-00045
5. PROJECT NO. (if applicable)

6. ISSUED BY CODE DHS/OPC/NRPD/IP
7. ADMINISTERED BY (if other than Item 6) CODE

U.S. Dept. of Homeland Security
Office of Procurement Operations
NPPD Acquisition Division
245 Murray Lane, SW
Building 410
Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
CACI-ISS INC
ATTN M CROSSMAN 72006 FOR CCR CORRESPOND
1100 N GLEBE ROAD
ARLINGTON VA 222014797
CODE 616205675000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
x 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSHQDC-09-D-00004
HSHQDC-11-J-00031
10B. DATED (SEE ITEM 13)
01/01/2011

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)
200MPAD 000 MA 51-03-02-002 90-04-0000-00-00-00-00 Net Decrease: (b)(4)
GE-OE-25-37 PS3006

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

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X Bilateral - Mutual Agreement of the Parties 48.103(a)(3)

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: 616205675+0000
IP/PSCD
TAG: N/A
SPID: N/A

The purpose of this modification is to de-obligate (b)(4) to implement required sequestration funding reductions.

Attachment:
1. Spreadsheet showing reduction to CLIN 2001 Labor.
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
(b)(6)
15B. DATE SIGNED
30 July 2013
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Haben Woldomichael
(b)(6)
15C. DATE SIGNED
7-30-13
FORM 90 (REV. 10-83)
98A
FPMR (41 CFR) 101-11.6

CONTINUATION SHEET

REFEREN. J. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00011

PAGE OF
 2 4

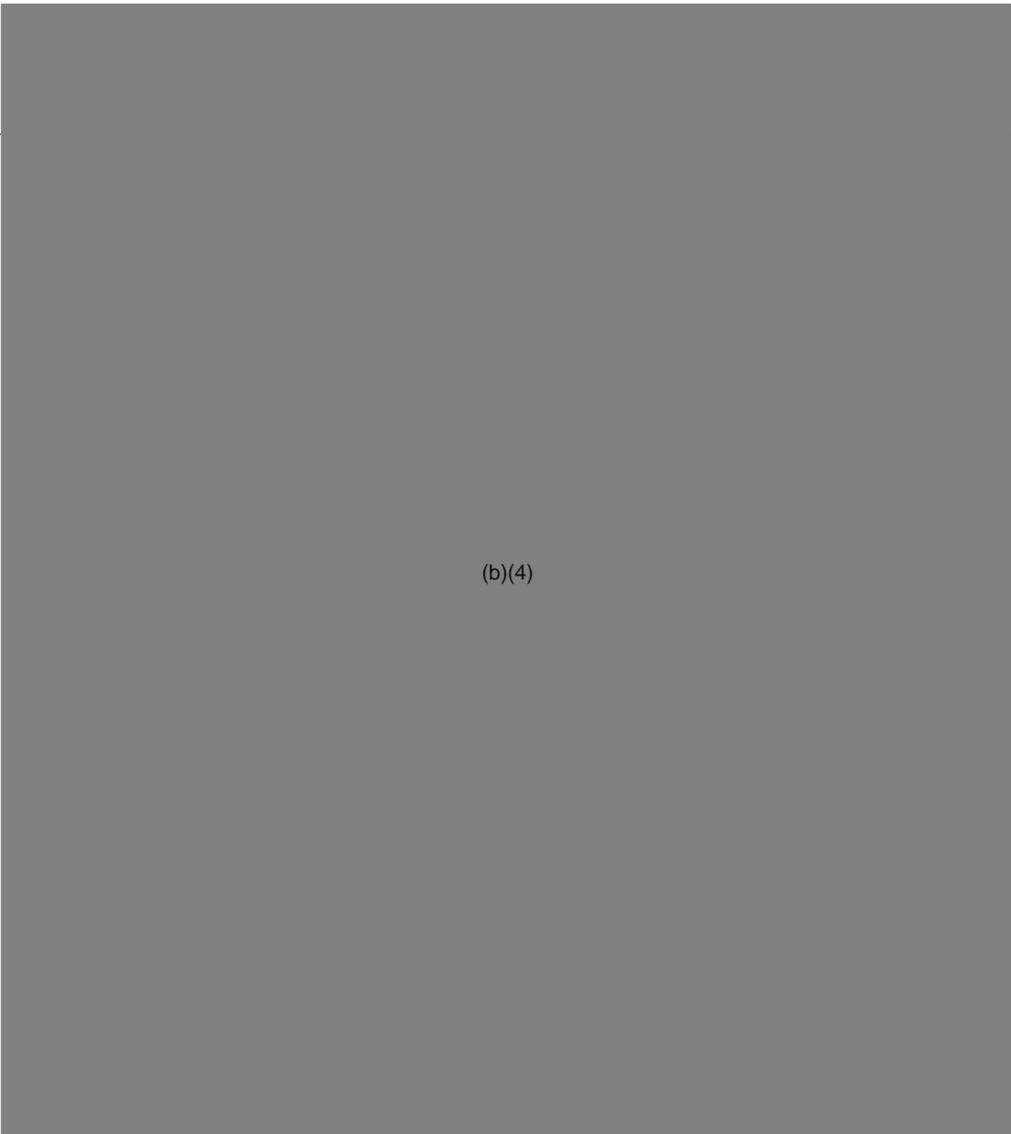
NAME OF OFFEROR OR CONTRACTOR
 CACT-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>All other terms and conditions remain the same. AAP Number: 201066533 DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 01/01/2013 to 12/31/2013</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2 : 01/01/2013 - 12/31/2013</p> <p>Option Year 2: Labor Hour IAW SOW</p>				(b)(4)

CACISS, Inc. - Segment 72 Pool B8
NPPD Watchdesk
Contract Type: LH

CACI Pricing Number: 20612sg

SUMMARY TOTAL PROGRAM



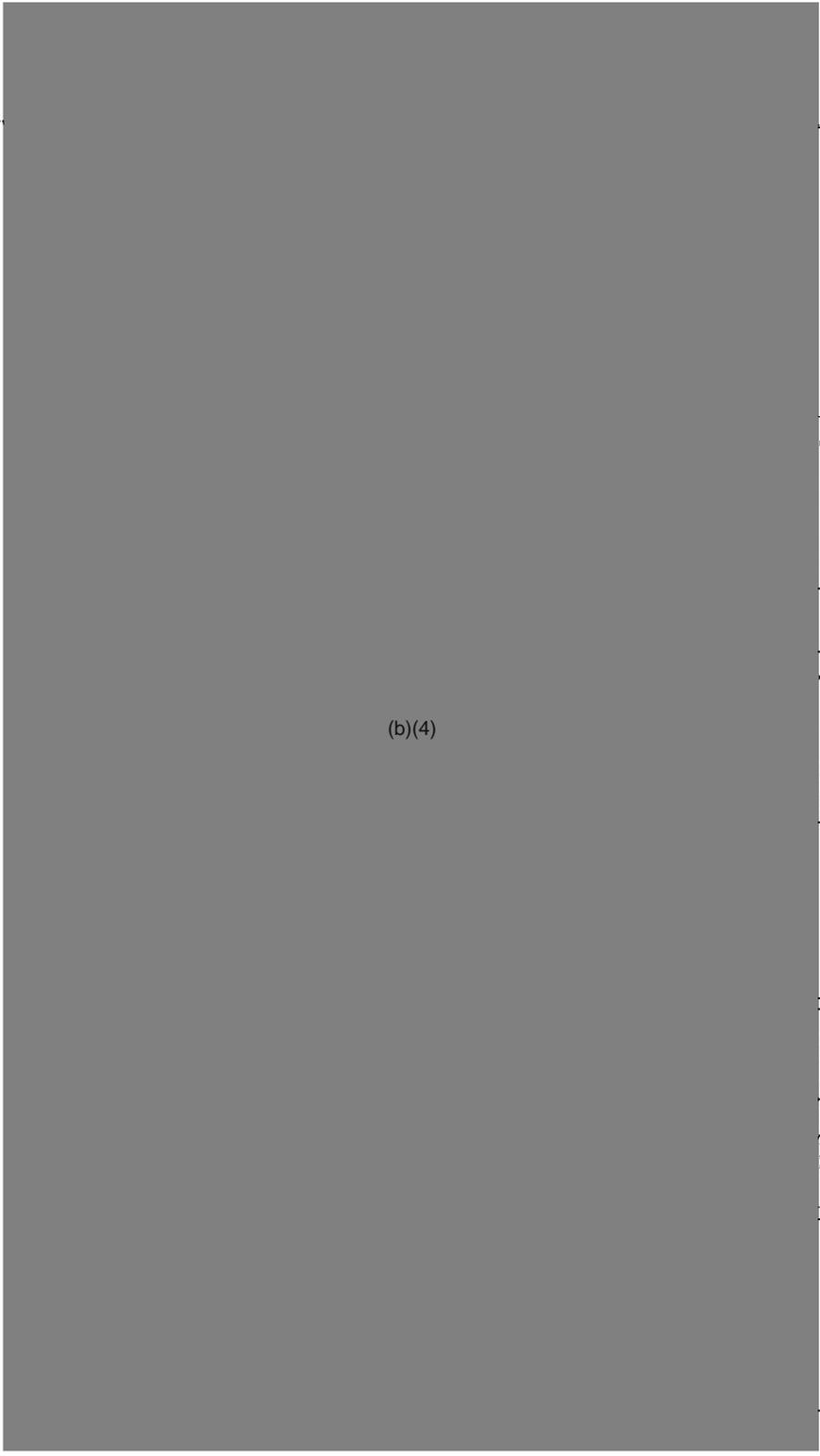
(b)(4)

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Use or disclosure of data contained on this sheet is subject to the restrictions on the title page of this proposal.

CACI/ISS, Inc. - Segment 72 Pool B8
NPPD Worksheet
Contract Type: LH
ESHQDC-11-Q-400012
CACT Pricing Number: 28612sg
OPTION PERIOD 3

CLIN 2001		CLIN 2006	
Option Year 3 Contract	Option Year 4 Contract	6 Month Option (1/1/14 -	



(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 09/16/2013	4. REQUISITION/PURCHASE REQ. NO. RNRFS-13-000B1	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) CACT-188 INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004 HSHQDC-11-J-00031	
			10B. DATED (SEE ITEM 13) 01/01/2011	
CODE 6162056750000	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 9 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 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)				
800MPAD 000 MA 51-02-02-002 90-04-0000-00-00-00-00		Net Increase:		(b)(4)
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 44.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) Bilateral - Mutual Agreement of the Parties 43.103(a)(3)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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: 616205675+0000 IP/RSCD TAS: 70-0565 SPID: UFR				
The purpose of this modification is to exercise optional CLIN 2005 for Emergency Contingency Plan in accordance with section 6.4 of the SOW.				
This task order has increased by _____ (b)(4)				
All other terms and conditions remain the same. Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
(b)(6)		Haben Woldemichael		
16C. DATE SIGNED		16C. DATE SIGNED		
9-17-13		9-19-13		(b)(6)
CRM 80 (REV. 10-03) GSA 88,243				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00004/HSHQDC-11-J-00031/P00012

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2005	AAP Number: 201066533 DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Mailstop 0305 Washington DC 20528 FOB: Destination Period of Performance: 01/01/2013 to 12/31/2013 Change Item 2005 to read as follows (amount shown is the obligated amount): Option Year 2: Surge (Optional) Emergency Contingency Plan in accordance with Section 6.4 of the SOW. (NTE (b)(4) FFP) Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER	3	MO		(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO (if applicable)
 P00001 06/01/2010 RNCP-10-00022 1 2
 6. ISSUED BY CODE DHS/OPO/NPPD/IP 7. ADMINISTERED BY (if other than item 6) CODE DHS/OPO/NPPD/IP

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 NPPD Acquisition Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 NPPD Acquisition Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CACI-ISS INC
 ATTN M CROSSMAN 72006 FOR CCR CORRESPOND
 1100 N GLEBE ROAD
 ARLINGTON VA 222014797
 CODE 6162056750000 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO
 9B DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO
 HSHQDC-09-D-00004
 10B DATED (SEE ITEM 13)
 06/01/2009

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X 52.217-9 Option to Extend the Term of Contract

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

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

DUNS Number: 616205675+0000
 IP/CPIMD

The purpose of this modification is to exercise Option Period 1 CLINS 1001 through 1004 for period of performance (6/1/10 to 5/31/11).

The cost of this modification is \$0.00

Treasury Code: 7010/110565

The overall minimum for this contract is:
 \$2,500.00

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Cynthia F. Brown
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED (b)(6)
 16C. DATE SIGNED 5/24/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: RNPS-11-00047
 PAGE OF PAGES: 1 / 2
 2. AMENDMENT/MODIFICATION NO.: P00002
 3. EFFECTIVE DATE: 05/13/2011
 4. REQUISITION/PURCHASE REQ. NO.: RNPS-11-00047
 5. PROJECT NO. (if applicable):

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code): CACI-ISS INC, ATTN M CROSSMAN 72006 FOR CCR CORRESPOND, 1100 N GLEBE ROAD, ARLINGTON VA 222014797
 CODE: 6162056750000
 FACILITY CODE:
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. (x): HSHQDC-09-D-00004
 10B. DATED (SEE ITEM 13): 06/01/2009

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X 52.217-9 Option to Extend the Term of Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 616205675+0000
 The purpose of this modification is to exercise Option Year 2 of IDIQ contract HSHQDC-09-D-00004 and add Kenneth Sullivan as designated COTR.
 Option Period 2 will exercise CLINS 2001 through 2004, effective period of performance 6/1/11 to 5/31/12.
 The cost of this modification is \$0.00
 The overall minimum for this contract is:
 \$2,500.00
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 2A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print):
 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Toya Reynolds
 15C. DATE SIGNED: (b)(6)
 15D. DATE SIGNED: 5/13/11
 15E. CONTRACTOR/OFFEROR: (Signature of person authorized to sign)

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The minimum is guaranteed The overall maximum for this contract is: \$94,250,000.00 AAP Number: 66533 DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 06/01/2011 to 05/31/2012</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year II - POP 06/01/20011 to 05/31/2012</p>				
2001	<p>The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B.</p> <p>Change Item 2002 to read as follows (amount shown is the obligated amount):</p>				
2002	<p>Surge Support per SOW Para. C.5.7</p> <p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p>				
2003	<p>Travel (NTE) per Section H.2 and H.3</p> <p>Change Item 2004 to read as follows (amount shown is the obligated amount):</p>				
2004	<p>ODCs (NTE) per Section B.3.1(b)</p> <p>Technical POC and COTR: Kenneth Sullivan; (b)(6)</p> <p>Award Distribution List: NppdAwards@dhs.gov (b)(6)</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00003	06/01/2012	RNCP-12-00021	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	DHS/OPO/NPPD/IP	U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	DHS/OPO/NPPD/IP
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
CACI-ISS INC ATTN M CROSSMAN 72006 FOR CCR CORRESPOND 1100 N GLEBE ROAD ARLINGTON VA 222014797		(x)	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		HSHQDC-09-D-00004	
		10B. DATED (SEE ITEM 13)	
		06/01/2009	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
6162056750000			

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 616205675+0000
IP/CPIMD
TAS: 70-0565

The purpose of this modification is to exercise Option Period 3 of IDIQ contract HSHQDC-09-D-00006 and add Jeffrey Shackelford as designated COR and Gregory McShane as the Alternate COR.

Option Period 3 will exercise CLINS 3001 through 3004, effective period of performance Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Toya Reynolds	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED	
(Signature of person authorized to sign)		5-4-12	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00004/P00003

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NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6/1/12 to 5/31/13.</p> <p>The cost of this modification is \$0.00 The overall minimum for this contract is: \$2,500.00 The minimum is guaranteed The overall maximum for this contract is: \$94,250,000.00 AAP Number: 66533 DC/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 06/01/2012 to 05/31/2013</p> <p>Change Item 3001 to read as follows (amount shown is the obligated amount):</p>				
3001	<p>The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B. Amount: \$0.00 (Option Line Item)</p> <p>Change Item 3002 to read as follows (amount shown is the obligated amount):</p>				0.00
3002	<p>Surge Support per SOW Para. C.5.7 Amount: \$0.00 (Option Line Item)</p> <p>Change Item 3003 to read as follows (amount shown is the obligated amount):</p>				0.00
3003	<p>Travel (NTE) per Section H.2 and H.3 Amount: \$0.00 (Option Line Item)</p> <p>Change Item 3004 to read as follows (amount shown is the obligated amount):</p>				0.00
3004	<p>ODCs (NTE) per Section B.3.1(b) Amount: \$0.00 (Option Line Item) Technical POC and COR: Jeffrey Shackelford; (b)(6) (b)(6)</p> <p>Award Distribution List: Continued ...</p>				0.00

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NppdAwards@dhs.gov</p> <div style="background-color: gray; width: 100%; height: 80px; display: flex; align-items: center; justify-content: center;"> (b)(6) </div> <p>Send Invoices to: NPPDInvoice.Consolidation@ice.dhs.gov</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 06/01/2013	4. REQUISITION/PURCHASE REQ. NO. RNIIP-13-00042	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations NPPD Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/NPPD/IP	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CACI-ISS INC ATTN M CROSSMAN 72006 TOR CCR CORRESPOND 1100 N GLEBBE ROAD ARLINGTON VA 222014797		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00004	10B. DATED (SEE ITEM 13) 06/01/2009	
CODE 6162056750000	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 6 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/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 48.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of Contract

14. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

DUNS Number: 616205675+0000

IP

TAS: 70-0565

The purpose of this modification is to exercise Option Period 4 of IDIQ contract HSHQDC-09-D-00004.

Option Period 4 will exercise CLINS 4001 through 4004, effective period of performance 6/1/13 to 5/31/14.

The cost of this modification is \$0.00

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Toya Reynolds	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15C. DATE SIGNED	
(Signature of person authorized to sign)	(b)(6)	5/31/13	

NAME OF OFFEROR OR CONTRACTOR
CACI-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The overall minimum for this contract is: \$2,500.00 The minimum is guaranteed The overall maximum for this contract is: \$94,250,000.00 AAP Number: 66833 DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 06/01/2012 to 05/31/2014</p> <p>Change Item 4001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year IV - POP 06/01/20013 to 05/31/2014</p>				
4001	<p>The Contractor shall provide Watch / Duty Desk & Operations Support Services in accordance with the Statement of Work, Task Order Requirements, and fixed hourly rates identified in Tables 1 and 2 of Schedule B.</p> <p>Change Item 4002 to read as follows (amount shown is the obligated amount):</p>				
4002	<p>Surge Support per SOW Para. C.5.7</p> <p>Change Item 4003 to read as follows (amount shown is the obligated amount):</p>				
4003	<p>Travel (NTE) per Section H.2 and H.3</p> <p>Change Item 4004 to read as follows (amount shown is the obligated amount):</p>				
4004	<p>ODCs (NTE) per Section B.3.1(b) Technical POC and COR: Jeffrey Shackelford; (b)(6) (b)(6)</p> <p>Award Distribution List: NppdAwards@dhs.gov (b)(6)</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00004/P00004

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NAME OF OFFEROR OR CONTRACTOR
CACT-ISS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Send Invoices to: NPPDInvoice.Consolidation@ice.dhs.gov				