

OF FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1 19

1. DATE OF ORDER 02/17/2007	2. CONTRACT NO. (If any) GS-10F-0129R	6. SHIP TO:	
3. ORDER NO. HSHQDC-07-F-00041		4. REQUISITION/REFERENCE NO. RSUS-07-00015	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528		a. NAME OF CONSIGNEE Department of Homeland Security	
		b. STREET ADDRESS 245 Murray Lane Bldg. 410	
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20528	
7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR B A I INC			
b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 4600 DUKE ST SUITE 303		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY ALEXANDRIA		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.	
e. STATE VA		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
f. ZIP CODE 223042516			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input checked="" type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination			365 Days After Award	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: (b)(4) DUNS Number: 054227827+0000 Provide regulatory compliance support services to Department of Homeland Security (DHS) Science and Technology (S&T) Directorate in accordance with the Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME	Department of Homeland Security		\$632,524.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)	Science and Technology Directorate 245 Murray Drive Building 410 Attn: Ms. Deborah DeVault			
c. CITY	d. STATE	e. ZIP CODE	\$632,524.00	
Washington	DC	20528		

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

PAGE OF PAGES

2 | 19

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DATE OF ORDER 02/17/2007	CONTRACT NO. GS-10F-0129R	ORDER NO. HSHQDC-07-F-00041
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Statement of Work, vendor proposal dated 12 January 2007, FAR Clauses, and DHS Clauses.</p> <p>DHS S&T Contracting Officer's Technical Representative (COTR) will be:</p> <p>Joanne Jones-Meehan, Ph.D. Department of Homeland Security Science and Technology - Office of National Laboratories Washington, D.C. 20528 Phone: 202-254-5350 Fax: 202-254-6179 Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murraray Drive Bldg. 410 Washington DC 20528</p> <p>Accounting Info: NONE000-000-SE-90-80-01-000-01-00-0000-00-00-00-00-GE-OE-25-14-000000 Period of Performance: 03/01/2007 to 02/28/2008</p> <p>Base Year: March 1, 2007 until February 28, 2008</p> <p>This time and materials effort is not to exceed \$632,524.00 for the Base Year.</p> <p>Provide regulatory compliance support services to Department of Homeland Security (DHS) Science and Technology (S&T) Directorate in accordance with the Statement of Work, vendor proposal dated 12 January 2007, FAR Clauses, and DHS Clauses.</p> <p>Product/Service Code: R799 Continued ...</p>				632,524.00	

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE OF PAGES

3 19

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

DATE OF ORDER 02/17/2007	CONTRACT NO. GS-10F-0129R	ORDER NO. HSHQDC-07-F-00041
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0002	<p>Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES</p> <p>Option Year I: March 1, 2008 until February 28, 2009</p> <p>This time and materials effort is not to exceed \$657,040.00 for the Option Year I.</p> <p>Provide regulatory compliance support services to Department of Homeland Security (DHS) Science and Technology (S&T) Directorate in accordance with the Statement of Work, vendor proposal dated 12 January 2007, FAR Clauses, and DHS Clauses.</p> <p>Amount: \$657,040.00 (Option Line Item) 02/28/2008 Product/Service Code: R799 Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES</p>				0.00	
0003	<p>Option Year II: March 1, 2009 until February 28, 2010</p> <p>This time and materials effort is not to exceed \$675,961.00 for the Option Year II.</p> <p>Provide regulatory compliance support services to Department of Homeland Security (DHS) Science and Technology (S&T) Directorate in accordance with the Statement of Work, vendor proposal dated 12 January 2007, FAR Clauses, and DHS Clauses.</p> <p>Amount: \$675,961.00 (Option Line Item) 02/28/2009 Product/Service Code: R799 Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES</p> <p>The total amount of award: \$1,965,525.00. The obligation for this award is shown in box 17(i).</p>				0.00	

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

ATTACHMENT 1 – STATEMENT OF WORK

Statement of Work

SCIENCE AND TECHNOLOGY DIRECTORATE

REGULATORY COMPLIANCE PROGRAM

U.S. Department of Homeland Security

BACKGROUND

The Department of Homeland Security (DHS) is committed to using cutting edge technologies and scientific talent in our quest to make America safer. DHS Science & Technology (S&T) Directorate is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. Central to the integrity and advancement of these endeavors is the need to ensure departmental compliance with applicable federal laws, regulations, and guidelines. Support services are required to provide the requisite technical expertise and programmatic assistance to meet this need.

II. Scope of Work

The scope of this effort will be to support the implementation and operation of a program, to be managed within S&T, to ensure that all activities conducted or sponsored by the Department shall comply fully with the following:

1. Federal regulations for the protection of human research subjects;
2. Federal regulations, standards, and guidelines for animal care and use; and
3. Federal regulations, standards, and guidelines for biosafety and biosecurity.

In fulfilling these oversight functions, the program will also ensure compliance with the associated DHS policies and procedures.

III. DHS Organizational Objectives

The support services involved in this effort will support the following organizational objectives:

1. Generation of draft policies, procedures, and instructions that outline DHS regulatory compliance objectives as well as the requisite departmental responsibilities and processes.
2. Implementation of a centralized, objective, and comprehensive regulatory compliance program in accordance with pertinent federal laws, regulations, and guidelines, and

related DHS policies. The program will be established and operated within S&T. It will be modeled after – and when appropriate, integrated with – other federal regulatory entities and the existing DHS arms control compliance program. The objectives of the program will include:

- a. Developing directives, policies, and procedures to ensure regulatory compliance for activities conducted or sponsored by DHS;
 - b. Facilitating the identification of DHS activities subject to regulatory compliance review;
 - c. Determining program/project documentation requirements for such review;
 - d. Managing the acquisition, analysis, and archiving of this documentation for compliance review and record keeping;
 - e. Conducting systemic assessments of all relevant programs conducted or sponsored by the Department for compliance with Federal laws, regulations, and guidelines in accordance with DHS policy requirements;
 - f. Providing support and recommendations, as needed, for additional departmental review and oversight of activities that could reasonably raise compliance concerns;
 - g. Developing and maintaining DHS regulatory compliance database(s) in accordance with program oversight and reporting requirements; and
 - h. Providing policy support, as requested, for departmental and interagency regulatory compliance issues, questions, and concerns.
3. Assist in conducting onsite inspections of S&T and component activities.
 4. Development of departmental outreach and training programs as appropriate to inform program managers, institutional officials, and investigators of DHS compliance requirements.
 5. Identification and acquisition of appropriately trained and cleared personnel, as needed, to ensure the availability of critical scientific and technical expertise for program development, implementation, and operation.
 6. Participating in interagency meetings on behalf of DHS and ensuring that DHS stays current on all legal and regulatory developments in this overall area.

IV. Contractor Duties

This effort is comprised of the following broad task areas:

1. Program Management and Administration. Provide programmatic and task management support to DHS/S&T. As a priority, support the development of the administrative policy, structure, and processes necessary to implement a DHS regulatory compliance program. Provide the necessary resources to accomplish assigned tasks within specified time and budget guidelines. Conduct and support program management meetings as required.

2. Information Management. Provide support to DHS in the collection, manipulation, storage, and archiving of information needed to fulfill departmental compliance review and oversight objectives.
3. Regulatory Compliance Review. Support DHS regulatory efforts by developing and implementing a compliance review program that encompasses the following major elements:
 - a. Research involving human subjects must be conducted in compliance with 45 CFR Part 46 (the "Common Rule"). Contractor will review such research activities to ensure regulatory compliance. Contractor will confirm that performing organizations conducting research not exempt from the Common Rule are operating under an approved Assurance of Compliance (Federal wide Assurance, or FWA) from the Department of Health and Human Services (HHS) Office for Human Research Protections (OHRP) or an Assurance from another Federal agency. Contractor will require documentation that non-exempt research protocols have been reviewed and approved by an Institutional Review Board (IRB) established in accordance with the Common Rule, and that continuing IRB review has been obtained as needed. Contractor will verify, as applicable, IRB approval of informed consent forms and the associated consent procedures as specified in the Common Rule.
 - b. Activities involving the care and use of animals must be conducted in compliance with Animal Welfare Act Regulations, Public Health Service Policy on Humane Care and Use of Laboratory Animals, USDA animal welfare requirements, and other applicable regulations, standards, and guidelines. Contractor will review such activities to ensure regulatory compliance. Contractor will confirm that performing organizations are operating under an approved Assurance of Compliance from the National Institutes for Health (NIH) Office of Laboratory Animal Welfare (OLAW), or other assurance recognized and accepted by DHS. Contractor will require documentation that research protocols involving the use of animals have been reviewed and approved by an Institutional Animal Care and Use Committee (IACUC) established in accordance with Public Health Service (PHS) policy and NIH guidelines. Contractor will require facilities seeking approval for the use of animals in DHS-sponsored research to provide the most recent United States Department of Agriculture (USDA) inspection reports for initial assessment and annual review. Contractor will conduct site visits as necessary to coordinate regulatory requirements and evaluate compliance status.
 - c. Research involving biological agents and related materials must be conducted in compliance with applicable federal regulations and standards pertaining to biosafety and biosecurity, including HHS recommendations for standards, practices, equipment, and facilities presented in *Biosafety in Microbiological and Biomedical Laboratories*, *NIH Guidelines for Research Involving Recombinant DNA Molecules*, and other related guidance. Laboratories using select agents and toxins must be registered with the CDC or USDA and comply with 42 CFR Part 73, 7 CFR Part 331, and 9 CFR Part 221. Contractor will review such research activities to ensure regulatory compliance on a substantive and administrative level. Contractor will confirm that performing organizations are operating under

suitable biosafety plans and procedures, and that the appropriate biosecurity measures have been implemented in accordance with federal requirements and DHS policy. Contractor will verify that organizations conducting research involving select agents and toxins are registered with CDC or USDA as appropriate. Contractor will conduct site visits as necessary to coordinate regulatory requirements and evaluate compliance status. Contractor will coordinate with DHS entities responsible for safety, medical, and environmental issues to ensure departmental integration in compliance assurance efforts.

Contractor will facilitate DHS efforts to ensure regulatory compliance, as outlined for each of the above elements, by: (1) informing program managers and investigators of applicable federal regulations and related DHS requirements, policies, and procedures; (2) providing guidance and support to DHS Components and sponsored entities in their efforts to achieve regulatory compliance; (3) acquiring and maintaining pertinent regulatory documentation on relevant research programs; and (4) reviewing these programs for compliance with federal regulations in accordance with departmental policy. Contractor will ensure that the preceding activities are modified and updated to reflect changes in law and policy which affect DHS operations.

Contractor will provide programmatic and administrative support to relevant DHS staff in fulfilling the regulatory compliance review and oversight responsibilities assigned within S&T by departmental policy. Contractor will document compliance review findings for DHS certification and communicate outcomes to program managers and investigators as appropriate. When necessary, contractor will recommend actions to resolve deficiencies and achieve regulatory compliance. Contractor will develop, upon request, reports and briefings pertaining to DHS regulatory compliance status and activities. Contractor will serve as the focal point within S&T for regulatory compliance guidance, requirements, policies, and procedures.

4. Training and Outreach. Contractor will develop processes to provide technical and instructional support and products in order to establish and maintain departmental awareness of regulatory compliance requirements. Training and outreach programs (to include compliance inspection activities) will be implemented in accordance with federal regulations, standards, and guidelines.

V. Deliverables

1. Recommendations, instructions, guidance, and support for DHS compliance policies, to include draft, interim, and final documentation and policy coordination.
2. Regulatory compliance reviews for relevant programs conducted or sponsored by DHS.
3. Outreach support, including briefings, instructional media, training programs and materials, and policy dissemination within and outside DHS as appropriate.
4. Documentation support, as required, for DHS compliance review procedures including review boards and information exchanges.

5. Information management support, to include development and maintenance of DHS compliance review database(s) for departmental review, oversight, and administrative record keeping.

VI. Personnel Requirements

1. Qualifications. The contractor shall ensure the availability of technically qualified personnel as required for the performance of tasks assigned under this delivery order. Some individuals will require specialized skills and experience necessary for effective support of S&T technology programs. Contractor will provide personnel with training and expertise in the task areas including but not limited to the following:
 - a. Federally funded biodefense research and development programs, including biological threat agent characterization and countermeasures programs;
 - b. Pertinent scientific fields including molecular biology, immunology, biochemistry, bacteriology and virology;
 - c. Pertinent federal regulations and DHS requirements
 - d. Scientific and technical data collection and analysis methods; and
 - e. Information management tools and technologies.
2. Security Requirements: Classified work is required under this SOW. DHS will provide specific guidance to the vendor as to which work will be conducted in a classified manner and at which classification level. The contractor will also adhere to other applicable Government orders, guides, and directives pertaining to classified work. The SOW will require access to information at the TS/SCI.

VII. Period of Performance

1. Base Year: March 1, 2007 – February 28, 2008
2. Option Year I: March 1, 2008 – February 28, 2009
3. Option Year II: March 1, 2009 – February 28, 2010

ATTACHMENT 2 – CLAUSES

DHS CLAUSES

The following DHS Clauses are hereby incorporated. All terms and conditions incorporated under the awarded GSA MOBIS Schedule will remain unchanged and in full force and effect.

HSAR 3027.404 Basic Rights In Data (JUN 2006)

The DHS will use Alternate IV of the (FAR) 48 CFR clause 52.227-14 in all contracts containing the basic clause, unless the HCA approves an exclusion. Approval at a level above the contracting officer is required for the contract to exclude items or categories of data from Alternative IV.

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, 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.

HSAR 3052.209-70 Prohibition on contracts with corporate expatriates (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity

is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively. (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

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

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

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

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

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

HSAR 3052.209-72 Organizational Conflict of Interest (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The offeror must provide a statement that no past, present or planned organizational, financial, contractual, or other interests with an organization whose interests may be substantially affected by Departmental activities and which is related to the work under this requirement.

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

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

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

(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision. (d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan. (e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict. (f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision. (g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel and facilities specified in this contract 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 and under the conditions specified below.

(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.

HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

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

FAR CLAUSES

The following Federal Acquisition Regulation (FAR) Clauses are hereby incorporated. All terms and conditions incorporated under the awarded GSA MOBIS Schedule will remain unchanged and in full force and effect.

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 60 days.

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 12 months (Option Year I) and 24 months (Option Year II); 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.

Subpart 4.4—Safeguarding Classified Information Within Industry

4.402 General.

(a) Executive Order 12829, January 6, 1993 (58 FR 3479, January 8, 1993), entitled “National Industrial Security Program” (NISP), establishes a program to safeguard Federal Government classified information that is released to contractors, licensees, and grantees of the United States Government. Executive Order 12829 amends Executive Order 10865, February 20, 1960 (25 FR 1583, February 25, 1960), entitled “Safeguarding Classified Information Within Industry,” as amended by Executive Order 10909, January 17, 1961 (26 FR 508, January 20, 1961).

(b) The National Industrial Security Program Operating Manual (NISPOM) incorporates the requirements of these Executive orders. The Secretary of Defense, in consultation with all affected agencies and with the concurrence of the Secretary of Energy, the Chairman of the Nuclear Regulatory Commission, and the Director of Central Intelligence, is responsible for issuance and maintenance of this Manual. The following DoD publications implement the program:

(1) National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M).

(2) Industrial Security Regulation (ISR) (DoD 5220.22-R).

(c) Procedures for the protection of information relating to foreign classified contracts awarded to U.S. industry, and instructions for the protection of U.S. information relating to classified contracts awarded to foreign firms, are prescribed in Chapter 10 of the NISPOM.

(d) Part 27—Patents, Data, and Copyrights, contains policy and procedures for safeguarding classified information in patent applications and patents.

4.403 Responsibilities of contracting officers.

(a) *Presolicitation phase.* Contracting officers shall review all proposed solicitations to determine whether access to classified information may be required by offerors, or by a contractor during contract performance.

(1) If access to classified information of another agency may be required, the contracting officer shall—

(i) Determine if the agency is covered by the NISP; and

(ii) Follow that agency’s procedures for determining the security clearances of firms to be solicited.

(2) If the classified information required is from the contracting officer’s agency, the contracting officer shall follow agency procedures.

(b) *Solicitation phase.* Contracting officers shall—

(1) Ensure that the classified acquisition is conducted as required by the NISP or agency procedures, as appropriate; and

(2) Include—

(i) An appropriate Security Requirements clause in the solicitation (see 4.404); and

(ii) As appropriate, in solicitations and contracts when the contract may require access to classified information, a requirement for security safeguards in addition to those provided in the clause (52.204-2, Security Requirements).

(c) *Award phase.* Contracting officers shall inform contractors and subcontractors of the security classifications and requirements assigned to the various documents, materials, tasks, subcontracts, and components of the classified contract as follows:

- (1) Agencies covered by the NISP shall use the Contract Security Classification Specification, DD Form 254. The contracting officer, or authorized representative, is the approving official for the form and shall ensure that it is prepared and distributed in accordance with the ISR.
- (2) Contracting officers in agencies not covered by the NISP shall follow agency procedures.

4.404 Contract clause.

- (a) The contracting officer shall insert the clause at 52.204-2, Security Requirements, in solicitations and contracts when the contract may require access to classified information, unless the conditions specified in paragraph (d) of this section apply.
- (b) If a cost contract (see 16.302) for research and development with an educational institution is contemplated, the contracting officer shall use the clause with its Alternate I.
- (c) If a construction or architect-engineer contract where employee identification is required for security reasons is contemplated, the contracting officer shall use the clause with its Alternate II.
- (d) If the contracting agency is not covered by the NISP and has prescribed a clause and alternates that are substantially the same as those at 52.204-2, the contracting officer shall use the agency-prescribed clause as required by agency procedures.

52.204-2 Security Clause Requirements (Aug 1996)

As prescribed in 4.404(a), insert the following clause:

Security Requirements (Aug 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Top Secret/SCI"
- (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.

52.227-16 -- Additional Data Requirements (Jun 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data -- General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data -- General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data -- General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 09/25/2007	4. REQUISITION/PURCHASE REQ. NO. RS05-07-00105	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T	7. ADMINISTERED BY (If other than Item 6)	CODE DHS/OPO/S&T/S&T
8. NAME AND ADDRESS OF CONTRACTOR (Use street, county, State and ZIP Code) B A I INC 4630 DUKE ST SUITE 303 ALEXANDRIA VA 223042516		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0129R HSHQDC-07-F-00041 10B. DATED (SEE ITEM 11) 02/27/2007	
CODE 0542278270000	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 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 the amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$449,541.00

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

CHECK ONE:	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.244-3 CHANGES - Time and Material or Labor Hours
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 2 copies to the issuing office.

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

Tax ID Number: (b)(4)
DUNS Number: 0542278270000
The purpose of this modification is to expand the scope of this order in accordance with the attached Statement of Work. The Base Year and Option I are hereby revised to increase the not to exceed amounts as stated below.

Delivery: 365 Days After Award

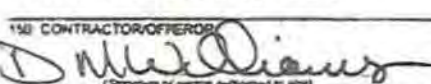
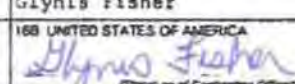
Discount Terms:

Net 30

Delivery Location Code: DHS
Department of Homeland Security
245 Murray Lane

Continued ...

Except as provided herein, all terms and conditions of the documents 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) D.M. Williams, CEO	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Glynis Fisher
15C. DATE SIGNED 9/25/07	15D. DATE SIGNED 9/25/2007
15E. CONTRACTOR/OFFEROR 	15F. UNITED STATES OF AMERICA 

NSN 7540-01-152-8070
Previous edition obsolete

STANDARD FORM 30 (REV. 10-85)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
GS-10F-0129R/HSHQDC-07-F-00041/P00001

PAGE OF
2 7

NAME OF OFFEROR OR CONTRACTOR
B A I INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murraray Drive Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 03/01/2007 to 02/29/2008</p> <p>Change item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Base Year: March 1, 2007 until February 29, 2008</p> <p>This time and materials effort is not to exceed \$1,082,065.00 for the Base Year.</p> <p>Provide regulatory compliance support services to Department of Homeland Security (DHS) Science and Technology (S&T) Directorate in accordance with the attached Statement of Work.</p> <p>Product/Service Code: R799 Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES</p> <p>Accounting Info: NONE000-000-SE-90-80-01-000-01-00-0000-00-00-00-00 -GE-OE-25-14-000000 Funded: \$0.00</p> <p>Accounting Info: NONE000-000-SE-90-80-01-000-01-00-0000-00-00-00-00 -GE-OE-25-76-000000 Funded: \$449,541.00</p>				449,541.00
0002	<p>Change item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Option Year I: March 1, 2008 until February 29, 2009</p> <p>This time and materials effort is not to exceed \$1,126,032.00 for the Option Year I.</p> <p>Provide regulatory compliance support services to Department of Homeland Security (DHS) Science and Continued ...</p>				0.00

NAME OF OFFEROR OR CONTRACTOR
G A * INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Technology (S&T) Directorate in accordance with the attached Statement of Work.</p> <p>Amount: \$1,126,032.00 (Option Line Item) 02/28/2008 Product/Service Code: R799 Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES</p>				

Statement of Work for the S&T Regulatory Compliance Program

**U.S. Department of Homeland Security
Science and Technology Directorate**

I. Background

The Department of Homeland Security (DHS) is committed to using cutting edge technologies and scientific talent in our quest to make America safer. DHS Science & Technology (S&T) Directorate is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. Central to the integrity and advancement of these endeavors is the need to ensure departmental compliance with applicable federal laws, regulations, and guidelines. Support services are required to provide the requisite technical expertise and programmatic assistance to ensure that all activities conducted or sponsored by the Department shall comply fully with: (1) Federal regulations for the protection of human research subjects; (2) Federal regulations, standards, and guidelines for animal care and use; and (3) Federal regulations, standards, and guidelines for biosafety and biosecurity.

II. Scope of Work

There is an existing DHS contract with BAI, Inc. (HS HQDC-07-F-00041) to provide regulatory compliance support services. An increased scope of support functions necessary to operate the Regulatory Compliance Office (RCO) and to ensure compliance for DHS-funded research programs including privacy act issues has been identified. BAI, Inc. shall perform the tasks described in this SOW.

Task	Milestone	Deliverable
Task 1 - Provide Subject Matter Expertise (a biosafety expert and a privacy act expert) for extramural biological research programs funded by DHS/S&T to ensure that these projects are in compliance with DHS/S&T regulatory compliance policies including privacy act. Support will include travel and attendance at meetings.	As Directed	Written Comments/ Recommendations
Task 2 – Provide S&T RCO input to compliance requirements for DHS laboratories to bring the select agent, animal care and use, etc. to the standard for regulatory compliance for research operations. Provide SME (veterinarian) to cover PIADC and the NBACC spoke labs with animal use. Support will include travel for RCO site visits to facilities conducting DHS-sponsored laboratory research and attendance at meetings.	As Directed	Written Comments/ Recommendations

III. Other Contract Details

GS-10F-0129R / HS HQDC-07-F-00041

1. Period of Performance

The period of performance of this SOW is from contract award date to September 30, 2008.

2. Travel

Travel will be reimbursed in accordance with the Federal Travel Regulation.

3. DHS – Furnished Information

- a. DHS will provide certain DHS information, materials, and forms unique to DHS to BAI, Inc. to support certain tasks under this SOW. Such DHS-provided information, materials, and forms shall remain the property of DHS, unless otherwise indicated in writing by DHS, and may not be distributed beyond BAI, Inc. project performers without DHS's prior written permission.
- b. The S&T Technical Representative identified in this SOW will be the Point of Contact (POC) for identifying required information to be supplied by DHS.
- c. BAI, Inc. will prepare any documentation (e.g., report deliverables or monthly status reports) according to the guidelines provided by DHS.

4. DHS-Furnished Facilities, Supplies, and Services

Not Applicable.

5. Place of Performance

BAI, Inc. will perform the work under this SOW at their facilities in Alexandria, VA and at federal government facilities designated by DHS S&T.

6. DHS-Furnished Property

DHS S&T property will not be provided to BAI, Inc. unless otherwise agreed in a task order issued under this SOW. In such instances, DHS S&T will maintain property records.

Before purchasing any individual item that is equal to or exceeding \$5,000 and is required to support technical tasks performed pursuant to this SOW, BAI, Inc. shall obtain the S&T Technical Representative's prior written consent. The Technical Representative may lower or raise the above \$5,000 threshold at his/her discretion and on written notice to BAI, Inc. If the Technical Representative consents to such purchase, such items shall become the property of DHS S&T. BAI, Inc. will maintain any such items according to currently existing property accountability procedures. The Technical Representative will determine the final disposition of any such items.

7. Deliverables and Acknowledgements

BAI, Inc. will provide all deliverables identified in this SOW directly to the DHS S&T Technical Representative with a copy of the transmittal letter to the Contracting Officer. BAI, Inc. will route technical communication products such as reports, journal articles, presentations, and white papers, and public communication products such as brochures and fliers through the organization's information review and release process before providing the deliverable to S&T for review and approval prior to any release to an external audience.

The BAI, Inc. will include the following acknowledgement in any technical document that is produced from DHS funding.

Acknowledgement - The U.S. Department of Homeland Security (DHS) is acknowledged as the sponsor of this work.

8. Program Status Report

BAI, Inc. will provide monthly technical and financial status report. In addition to expenditure status, the report will include technical progress, issues, travel and a summary of scheduled/future activities and meetings.

9. Security Requirements

All work performed under this SOW is unclassified unless otherwise specified by DHS.

IV. Points of Contact

BAI, Inc. may change the individual designated as a POC upon notice to DHS/S&T.

- Contract and Financial:
Ms. Mindy Cookmeyer
BAI, Inc.
4600 Duke Street, Suite 303
Alexandria, VA 22304
Tel: 703-461-1807
Fax: 703-461-4719
e-mail: bai@bai-inc.net

- Technical:
John T. Hardenbergh
BAI, Inc.
4600 Duke Street, Suite 303
Alexandria, VA 22304
Tel: 703-461-4713
Fax: 703-461-4719
e-mail: johnt@bai-inc.net

DHS/S&T may change the individual designated as a POC upon notice to BAI, Inc.

- Contract COTR:

Joanne Jones-Meehan, Ph.D.
Department of Homeland Security
Science and Technology Directorate- Office of National Laboratories
Mail Stop #2100
Washington, D.C. 20528
Phone: 202-254-5350
Fax: 2020-254-6179
email: Joanne.Jones-Meehan@dhs.gov

- Contracting Officer:

Glynis Fisher
Department of Homeland Security
Science and Technology Directorate
Washington, DC 20528
Tel: 202-254-6815
Fax: 202-254-5392
email: Glynis.fisher@dhs.gov

V. Attachments.

Contract Security Classification Specification, DD Form 254 – Attachment 1, 3 pages.

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION
SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

NONE

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

a. PRIME CONTRACT NUMBER
X **GS-10F-0129R HSHQDC-07-F-00041**

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER= _____ Due Date (YYYYMMDD) _____

3. THIS SPECIFICATION IS: (X and complete as applicable)

a. ORIGINAL (Complete date in all cases) **X** Date (YYYYMMDD) **20070221**

b. REVISED (Supersedes all previous specs) _____ Revision No. _____ Date (YYYYMMDD) _____

c. FINAL (Complete item 5 in all cases) _____ Date (YYYYMMDD) _____

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

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

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

a. NAME, ADDRESS, AND ZIP CODE BAI, INC. 4600 DUKE STREET ALEXANDRIA, VA 22304-2516	b. CAGE CODE 1KAP9	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE 1340 BRADDOCK PLACE 5TH FLOOR ALEXANDRIA, VA 22314
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7. SUBCONTRACTOR

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

ACTUAL PERFORMANCE

a. NAME, ADDRESS, AND ZIP CODE Department of Homeland Security (DHS) Science & Technology (S&T) various locations within the Washington, D.C. metropolitan area.	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------	------------------------------------------------------------

**9. GENERAL IDENTIFICATION OF THE PROCUREMENT
(U) TO PROVIDE REGULATORY COMPLIANCE SUPPORT SERVICES TO SCIENCE AND TECHNOLOGY (S&T) FOR DEPARTMENT OF HOMELAND SECURITY (DHS).**

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

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

<input type="checkbox"/>	Direct	<input checked="" type="checkbox"/>	Through (Specify):
			<u>NONE AUTHORIZED</u>

Contract is required to obtain authority to release from the Department of Homeland Security; contractor shall coordinate with the COTR and the Office of Security (ASD) on all changes to this guidance. Prior to release of any information, contact 202-447-5337. to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

Ref 10e. (1)(2), SCI/Non-SCI: All contractor personnel requiring access to SCI or Non-SCI information must: be U.S. citizens, have been granted a final Top Secret security clearance by the U.S. Government, have been approved as meeting DCID 6/4 criteria by DHS CSO, and have been indoctrinated for the applicable compartments of SCI access prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to SCI information under this contract. SCI or Non-SCI information associated with this contract shall not be released to subcontractors without permission of the DHS CSO. All SCI security activities and requirements must be coordinated and executed through the Component Special Security Officer (SSO). SCI Briefings must be coordinated with the assigned DHS Component's SSO. All cleared contractors must be debriefed by the Component SSO before leaving the contract. Contractors shall contact the SSO through the DHS Special Security Programs Division, Telephone (202) 282-8643."

Ref 10 j. "The Contractor is responsible for handling and marking FOUO information in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated January 6, 2005; Furthermore contractors must sign a special Non-Disclosure Agreement before receiving access to unclassified FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (202) 447-5340."

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

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

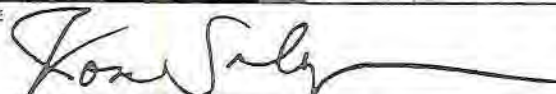
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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"DHS/OS/SSPD CONCURS AND APPROVES THE "NEED-TO-KNOW" AT THE SCI LEVEL"
Ba Clearances: Access to Intelligence information requires a final US Government clearance. **Subcontracting:** Subcontracting requires prior approval of the GCA.

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

a. TYPED NAME OF CERTIFYING OFFICIAL Jose J. Salazar	b. TITLE Program Manager Industrial Security Branch	c. TELEPHONE (Include Area Code) (202) 447-5346
----------------------------------------------------------------	-------------------------------------------------------------------	-----------------------------------------------------------

d. ADDRESS (Include Zip Code) Department of Homeland Security 301 7th & D Street S.W. Washington D.C. 20528	17. REQUIRED DISTRIBUTION
	<input checked="" type="checkbox"/> a. CONTRACTOR
	<input type="checkbox"/> b. SUBCONTRACTOR
	<input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
	<input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
	<input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER
	<input type="checkbox"/> f. OTHERS AS NECESSARY

e. SIGNATURE


DD FORM 254 CONTINUATION

BAI, INC. 4600 DUKE STREET, ALEXANDRIA, VA 22304-2516 CAGE CODE: 1KAP9
CONTRACT#: GS-10F-0129R HSHQDC-07-F-00041

Ref 11a. Contract performance is restricted to Department of Homeland Security (DHS) Science & Technology (S&T) various locations within the Washington, D.C. metropolitan area. Cleared personnel are required to perform this service. All contractor personnel must: be U.S. citizens, have been granted a final security clearance by the U.S. Government (**Interim Top Secret clearances are not accepted by DHS**), have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract. Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the CSO. Recipients of classified information under this contract may not be released to subcontractors without permission of the DHS CSO. The contractor and COR will revalidate all billets under this contract with the CSO annually or when a revised DD Form 254 is issued, whichever is sooner."

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		CONTRACT NO.		PAGE OF PAGES	
2. AMENDMENT/ MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUESTOR/PERFORMER REQ. NO.	
P00002		02/28/2008		RS03-08-00048	
6. ISSUED BY		CODE		7. ADMINISTERED BY (provide the Req. #)	
DHS/OPD/S&T/S&T		DHS/OPD/S&T/S&T		CODE	
U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528			U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528		
8. NAME AND ADDRESS OF CONTRACTOR (Do not include company, state and ZIP Code)			9. AMENDMENT OF SOLICITATION NO.		
B A I INC 4600 DUKE ST SUITE 303 ALEXANDRIA VA 223042516			10. DATED (SEE ITEM 11)		
CODE 0542278270000 FACILITY CODE			X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-107-0129R HSHQDC-07-E-00041 10B. DATED (SEE ITEM 11) 02/27/2007		

13. 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 amended. is not intended. 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 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule Net Increase: \$1,126,032.00

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

OPTION 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 pricing office, expiration date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9
	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 (Specified by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 054227827-0000

The purpose of this modification is to exercise Option Year 1, increase funding, and extend the period of performance through 28 February 2009.

All other terms and conditions unchanged and are in full force and effect.

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

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remain 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)	
Mindy Cookmeyer, Vice President		Wanda J. Armwood	
15B. CONTRACTOR OFFICER	15C. DATE SIGNED	15D. UNITED STATES OF AMERICA	15E. DATE SIGNED
	2/25/08		2/21/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-1 0129R/HSQDC-07-F-00041/P00002

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
 B A I INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	FOB: Destination Period of Performance: 03/01/2007 to 02/28/2009 Change Item 0002 to read as follows (amount shown is the obligated amount): Funding is hereby increased by \$1,126,032. Product/Service Code: R799 Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES Accounting Info: NONE000-000-SE-90-80-01-000-01-00-0000-00-00-00-00 -GE-OE-25-14-000000 Funded: \$657,040.00 Accounting Info: NONE000-000-SE-90-75-03-000-01-00-0000-00-00-00-00 -GE-OE-25-11-000000 Funded: \$170,000.00 Accounting Info: NONE000-000-8X-37-96-04-000-01-00-0000-00-00-00-00 -GE-OE-25-11-000000 Funded: \$89,698.00 Accounting Info: NONE000-000-8X-31-96-04-000-01-00-0000-00-00-00-00 -GE-OE-25-00-000000 Funded: \$209,294.00				1,126,032.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO P00003	3. EFFECTIVE DATE 10/23/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T	7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) B A I INC 4600 DUKE ST SUITE 303 ALEXANDRIA VA 223042516		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0542278270000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO GS-10F-01298 HSHQDC-07-F-00041	10B. DATED (SEE ITEM 11) 02/27/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

See Schedule

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

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

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

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

DUNS Number: 054227827+0000



No cost modification.

Contract Line Item Number 0002 - Option Year 1 for regulatory compliance support services shall:

Move \$10,000 from Direct Labor (DL) to Other Direct Costs (ODCs) to provide additional funding for professional development and outreach activities that benefit DHS S&T tasks;

Move \$15,000 from DL to Long Distance Travel (LDT) to provide additional funding to support the travel for site visits to DHS-funded biological labs, travel related to
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) Mindy Cookmeyer Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon Flowers	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/24/08	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/29/2008

NAME OF OFFEROR OR CONTRACTOR
B A I INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>privacy office, and travel to professional conferences/workshops that benefit DHS S&T projects.</p> <p>New Billing Instructions: The contractor shall submit invoices for payment utilizing Standard Form 1034.</p> <p>Invoices shall be submitted utilizing one of the following methods:</p> <p>Electronic Invoices: SAT.Invoice.Consolidation@dhs.gov</p> <p>USPS Delivery: DHS ICE Burlington Finance Center PO Box 1000 Williston, VT 05495-1000 Attn: S&T Division - Office of the Under Secretary</p> <p>Period of Performance: 03/01/2007 to 02/28/2009</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 1	
2 AMENDMENT/MODIFICATION NO P00004	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 S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T	7 ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) B A I INC 4600 DUKE ST SUITE 303 ALEXANDRIA VA 223042516		(X) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)	
CODE 0542278270000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0129R HSHQDC-07-F-00041	10B. DATED (SEE ITEM 11) 02/27/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3)
	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: 054227827+0000

The purpose of this modification is to extend the period of performance to 05/31/2009 at no additional cost to the Government. All other terms and conditions remain unchanged and in full force and effect.

Period of Performance: 03/01/2007 to 05/31/2009

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) Mindy Cookmeyer, Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristian Jovanovic
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 01/07/09
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 01/07/2009

NSN 7540-01-152-8070
Previous edition unusable

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT ID CODE		PAGE OF PAGES	
1 AMENDMENT/MODIFICATION NO P00005		3 EFFECTIVE DATE 05/31/2009		4 REQUISITION/PURCHASE REQ NO R31P-09-01109	
5 ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528		6 CODE DHS/OPO/S&T/S&T		5 PROJECT NO (if applicable)	
7 ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528		8 CODE DHS/OPO/S&T/S&T		9A AMENDMENT OF SOLICITATION NO	
9 NAME AND ADDRESS OF CONTRACTOR (No. past history, State and ZIP Code) B A I INC 4600 DUKE ST SUITE 103 ALEXANDRIA VA 223040516		10A DATED (SEE ITEM 17)		10B MODIFICATION OF CONTRACT/ORDER NO CS-10F-01298 HSPQDC-07-F-00041	
11 CODE 0542278275000		11 FACILITY CODE		10B DATED (SEE ITEM 17) 02/27/2007	

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is amended. 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 e-mailing items 5 and 14, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate offer 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 such 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, expiration date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3)
	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 applicable)
DUNS Number: 054227827-0000
Division/PPA: Laboratory Facilities
Threat: Operations
Program: NSACC
Project: O&M
Performer: BAI INC.

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print) Mindy Cookmeyer, Vice President	15B NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristian Jovanovic
15C CONTRACTING OFFICER 	15D UNITED STATES OF AMERICA
15C DATE SIGNED 6/3/09	15D DATE SIGNED 5/31/09

NAME OF OFFEROR OR CONTRACTOR
B A I INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Appropriations Year: NA</p> <p>Budget Authority: No Year Funds</p> <p>Project Manager: James Johnson</p> <p>Lead Support Staff: James Johnson</p> <p>ALC: 70-08-1513</p> <p>APPS: 70X0800</p> <p>The purpose of this modification is to extend the period of performance to 07/31/2009 at no additional cost to the Government. All other terms and conditions remain unchanged and in full force and effect.</p> <p>Period of Performance: 03/01/2007 to 07/31/2009</p>				