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PART I - THE SCHEDULE		PART	II - CONTR	ACT CLAUS	SES		
A SOLICITATION/CONTRACT FORM		1	CONTR	ACT CLAUS	SES		
B SUPPLIES OR SERVICES AND PRICES/C	OSTS	PART	III - LIST O	F DOCUME	NTS, EXHIBITS AND OT	THER ATTACH.	
C DESCRIPTION/SPECS./WORK STATEME	NT	J		- ATTACHM			
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G CONTRACT ADMINISTRATION DATA		M			TORS FOR AWARD		
H SPECIAL CONTRACT REQUIREMENTS	CONTRACTING OFFICER WILL C						
17. X CONTRACTOR' S NEGOTIATED AGREEMENT (Con					ed to sign this document	t.) Your offer on	
	ce.) Contractor agrees to	Solicitation Num	ber				
document and return 1 copies to issuing offi		-		-		or changes are set forth	
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQDC-08-C-00011

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PAGE OF 2

30

NAME OF OFFEROR OR CONTRACTOR

EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Tax ID Number: (b) (4)				
	DUNS Number: 008995003+0000				
	ALC: 70-08-1512				
	APP:70X0800				
	The purpose of this contract is to purchase				
	scientific and technical support services as				
	outlined in the Statement of Work (SOW)				
	Attachment 1.				
	Accounting Info:				
	TRST001-000-6X-01-30-02-000-03-06-0000-00-00-00-00				
	-GE-AP-25-14-PAE000				
	FOB: Destination Period of Performance: 11/21/2007 to 11/20/2008				
	refied of refionmance: 11/21/2007 to 11/20/2008				
0001	Base Year for Scientific and Technical Support				325,960.00
	Obligated Amount: \$325,960.00				
	Product/Service Code: R416		1 1		
	Product/Service Description: VETERINARY/ANIMAL CARE SERVICES				
	CARE SERVICES				
0002	Option Period 1 for Scientific and Technical				0.00
	Support. Amount: \$335,738.80(Option Line Item)				
	11/21/2008	1			
	Product/Service Code: R416				
	Product/Service Description: VETERINARY/ANIMAL				
	CARE SERVICES				
	Delivery: 365 Days After Award				
0003	Option Period 2 for Scientific and Technical				0.00
	Support				
	Amount: \$345,810.96(Option Line Item) 11/21/2009				
	Product/Service Code: R416				
	Product/Service Description: VETERINARY/ANIMAL				
	CARE SERVICES		1		
	The total amount of award: \$1,007,509.76. The				
	obligation for this award is shown in box 15G.				
		1	1		
N 7540-01-152	-8067				OPTIONAL FORM 336 (4-86)
	6				Sponsored by GSA

SECTION B - Supplies or Services/Prices

Item No.	Supplies/Services	Total Price
0001	Base: Science and Technical Services	\$325,960.00
0002	Option I: Science and Technical Services	\$335,738.80
0003	Option II: Science and Technical Services	\$345,810.96
*Total P	rice	\$1,007,509.76

SECTION C - Description/Specifications

1. The research effort to be performed hereunder shall be subject to the requirements and standards contained in Attachment 1 and the following paragraphs.

2. The Contractor shall provide services under CLIN 0001, in accordance with Attachment A entitled "Statement of Work." CLINs 0002, and 0003, which are option periods, shall be exercised at the discretion of the Government.

SECTION D - Packaging and Marking

D-1 MARKING OF SHIPMENTS

The Contractor shall mark all shipments under this contract with the contract number and recipient's name. This same data shall also be included on the following:

(a) shipping documentation;

(b) invoices; and

(c) correspondence pertaining to a particular delivery

1

NOTE: Failure to mark all packages, boxes, etc., as indicated above, may result in return of the shipment at the contractor's expense. (End)

D-2 PRESERVATION, PACKAGING AND PACKING OPO D-2

The contractor shall **pres**erve, pack, and package in such a way to ensure complete delivery at destination without damage or deterioration of the supplies due to the hazards of shipping, handling or storage. Standard commercial preservation, packaging, and packing practices shall be employed.

(End)

SECTION E - Inspection and Acceptance

E-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

DIRECT: http://www/arnet.gov/far LINKS: http://www-far.npr.gov http://www.deskbook.osd.mil/ http://www.dhs.gov/dhspublic

E-2 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

NUMBER DATE TITLE 52.246-04 MAY 2001 INSPECTION OF SERVICES- FIXED-PRICE

E-3 INSPECTION, ACCEPTANCE AND RECEIVING REPORT OPO E-3

An inspection, acceptance and receiving report shall be signed by an authorized Government representative to evidence receipt, inspection and acceptance. The report shall be completed at the place(s) specified in the contract for Government receipt and acceptance. DHS Form 700-21, Material Inspection and Receiving Report, may be used for this purpose. Other forms/formats are acceptable if they contain: (1) Date; (2) Contract Number; (3) Modification Number; (4) Contractor's Name; (5) Date items received or date recurring payment due; (6) Location where items were delivered or contractor's performance; (7) All the requirements have been inspected, received and accepted by my and meet the terms of the contract except as noted below; (8) List the requirements that were not accepted and/or the deductions made and state the reason why; (9) Total amount of deductions; (10) Signature of authorized government representative; and (12) Date signed.

(End)

SECTION F - Deliveries or Performance

F.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (AUG 89)

F.2 PERIOD OF PERFORMANCE

Base Period:	11/21/2007 - 11/20/2008
Option I:	11/21/2008 - 11/20/2009
Option II:	11/21/2009 - 11/20/2010

DHS has a unilateral right to extend the term of the contract through the exercise of one or more of the option periods, in accordance with FAR clause 52.217-9, Option to Extend the Term of the contract. If DHS exercises all options, the total period of performance for this contract will be through November 20, 2010

F.3 PLACE OF DELIVERY

(a) All deliverables shall be delivered under transmittal letter, to the Contracting Officer's Technical Representative (COTR) at the following address:

Department of Homeland Security Science and Technology Directorate Agricultural Security Attention: Dr. Tam Garland 245 Murray Drive Bldg. 410 Washington, D.C. 20528

(b) A copy of each deliverable's transmittal letter, and a copy of all progress reports shall be delivered to the Contracting Officer at the following address:

Department of Homeland Security Science and Technology Directorate Office of Procurement Operations Attention: Jamala A. Jones 245 Murray Drive Bldg. 410 Washington, D.C. 20528

F.4 BASE DELIVERABLES

BASE DELIVERABLES

The McConnell Group shall submit the following deliverables:

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- Monthly scientific reports will be delivered to the DHS S&T Technical Representative according to mutually agreed upon format and content requirements
- Monthly reports, including financial, schedule, and scope information, risk information and an assessment of performance will be delivered to the DHS S&T Technical

Representative and the DHS S&T Resource Manager. Financial data should include monthly expenditures for labor, travel and equipment.

OPTION DELIVERABLES:

OPTION I:

- Monthly scientific reports will be delivered to the DHS S&T Technical Representative according to mutually agreed upon format and content requirements
- Monthly reports, including financial, schedule, and scope information, risk information and an assessment of performance will be delivered to the DHS S&T Technical Representative and the DHS S&T Resource Manager. Financial data should include monthly expenditures for labor, travel and equipment.

OPTION II:

i.

- Monthly scientific reports will be delivered to the DHS S&T Technical Representative according to mutually agreed upon format and content requirements
- Monthly reports, including financial, schedule, and scope information, risk information and an assessment of performance will be delivered to the DHS S&T Technical Representative and the DHS S&T Resource Manager. Financial data should include monthly expenditures for labor, travel and equipment.

SECTION G - Contract Administration Data

G.1 HSAM 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

(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 and/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 (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

[End of Clause]

G.2 BILLING INSTRUCTIONS

The contractor shall submit invoices for payment utilizing Standard Form 1034, submitted in an original and four (4) copies, in accordance with "Instructions for

Preparation and Submission of Public Vouchers" (available from the Contracting Officer). Invoices shall be submitted to:

Department of Homeland Security Science and Technology Directorate Attention: Office, Mr. Scott Randels 245 Murray Drive Bldg. 410 Washington, D.C. 20528

G.3 TRAVEL AND PER DIEM

All travel reimbursable hereunder shall conform to the FAR 31.205-46 and the following:

(a) All travel shall be reimbursed in accordance with current Government travel regulations at economy class rates when available. If not available, reimbursement vouchers shall be annotated that economy class was not available.

(b) The Contractor shall be reimbursed for all allowable costs plus fee in accordance with current Government travel regulations.

G.4 COTR ASSIGNMENT

Dr. Tam Garland is hereby designated as the Contracting Officer's Technical Representative (COTR) for this contract. The COTR can be reached by telephone at (202) 254-6885 or tam.garland@dhs.gov.

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the contract. This includes visits to the Contractor's place of performance, meetings, and telephone conversations with the Contractor's personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the contracting officer.

The COTR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. If a change (monetary or otherwise) to the contract is desired, the Contractor must submit a written request to the Contracting Officer for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the contractor and the COTR occurs, the Contracting Officer or contract specialist should be contacted immediately for resolution. The Contractor should also contact the Contracting Officer or Contract Specialist when the COTR cannot be contacted on a technical matter and for assistance on all other matters pertaining to this contract.

G.6 CONTRACT TYPE

1

Fixed Hourly Rate

SECTION H - Special Contract Requirements

H.1 ACCESSIBILITY OF MEETINGS AND CONFERENCES TO PERSONS WITH DISABILITIES

The Contractor shall assure that any meeting or conference held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations.

H.2 GENERAL PURPOSE EQUIPMENT

The Contractor shall not fabricate, purchase, rent or otherwise acquire any general purpose equipment, the acquisition cost of which is to be charged directly to the performance of this contract unless prior written approval to do so is obtained from the Contracting Officer. For the purposes of this clause, general purpose equipment is defined as any property with a useful life of more than one (1) year which can be used in the production, administration, research or test of a product or services outside of this contract or an order issued thereunder.

H.3 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

(a) Functions and responsibilities directly involved or associated with the management of any DHS Office are expressly excluded from this contract or order issued thereunder. The parties hereby agree that any instructions, directives, or orders issued under this contract involving such management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the contractor under this contract or order issued thereunder:

- (1) Policy making or management of DHS operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefore;
- (5) Direction or supervision of other Government contracts or Government agencies, or otherwise acting as an agent to obligate or commit in any capacity;
- (6) Clerical and other administrative type functions required to be performed by civil service personnel; and
- (7) Supervision of Government employees.

H.4 REPRODUCTION OF REPORTS

Federal printing and binding regulations require that printing or reproduction of reports, data, or other written materials produced under contracts or grants which exceed 5,000 production units of any page, or 25,000 production units in the aggregate, must be processed through the U.S. Government Printing Office (GPO). Accordingly, unless otherwise specifically approved in advance by the Contracting Officer, any project report or other written materials produced under an order on this contract that is expected to exceed these limits must be submitted to the COTR in one camera-ready original. The required number of copies exceeding the above limits will be reproduced by the Government. Any use of color in the final report that would

result in color printing (black plus one or more colors) must have prior approval of the Contracting Officer. All printing funded by this contract or order thereunder must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, U.S.C., and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

H.5 NOTICE OF INCORPORATION IN CONTRACT AWARD

In addition to the special provisions of this request for proposal, any resultant contract shall include the general provisions applicable to the offeror's organization and type of contract award. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of award.

H.6 ADVERTISEMENTS, PUBLICIZING AWARDS, AND NEWS RELEASES

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. 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 provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services."

SECTION I - Contract Clauses

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

DIRECT: <u>http://www/arnet.gov/far</u> LINKS: <u>http://www-far.npr.gov</u> <u>http://www.deskbook.osd.mil/</u> http://www.dhs.gov/dhspublic

CONTRACT CLAUSES

- 52.202-1 Definitions (JULY 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 (JUL 1995)

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The McConnell Group, Inc.

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.	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (Sept 2005)
52.204-3	Taxpayer Identification (OCT 1998)
52.204-4	Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)
52.204-6	Data Universal Numbering System (DUNS) Number. (OCT 2003)
52.204-7	Central Contractor Registration. (OCT 2003)
52.204-8	Annual Representations and Certifications (JAN 2006)
52.204-9	Personal Identity Verification Contractor Personnel (JAN 2006)
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment And other
Responsibility	5 5
	Matters (DEC 2001)
52.209-6	Protecting the Government's Interest when Subcontracting with
	Contractors Debarred, Suspended, or proposed for Debarment (JAN 2005)
52.215-8	Order of Precedence Uniform Contract Format (OCT 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.216-1	Type of Contract. (APR 1984)
52.219-8	Utilization of Small Business Concerns. (MAY 2004)
52.222-3	Convict Labor. (JUN 2003)
52.222-12	Contract Termination - Debarment. (FEB 1988)
52.222-36	Affirmative Action for Workers with Disabilities. (JUN 1998)
52.222-30	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era,
	ble Veterans (2001)
52.222.38	Compliance with Veterans Employment Reporting Requirements
52.222-50	Combating Trafficking in Persons (APR 2006)
52.223-6	Drug Free Workplace (May 2001)
52.223-14	Toxic Chemical Release Reporting. (AUG 2003)
52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2006)
52.227-1	Authorization and Consent (JUL 1995) Alt 1
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-11	Patent Rights—Retention by the Contractor (Short Form)
52.227-14	Rights in Data—General
52.227-16	Additional Data Requirements
52.227-17	Rights in Data—Special Works
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.232-1	Payments (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
52.233-1	Disputes (JUL 2002)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.242-13	Bankruptcy. (JUL 1995)
52.242-15	Stop-Work Order (AUG 1989)
52.243-1	Changes Fix-Price (APR 1984)
52.244-2	Subcontracts (AUG 1998)
52.244-6	Subcontracts for Commercial Items (DEC 2004)
52.245-2	Government Property (Fixed-Price). (APR 2004) Alt 1
52.246-25	Limitation of Liability—Services (FEB 1997)
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
52.253-1	Computer Generated Forms JAN 1991)

i

The contractor shall comply with the following Homeland Security Acquisition Regulation (HSAR) clauses incorporated by reference.

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

3052.209-72 Disclosure of conflicts of Interest (DEC 2003)

I.2 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 14 days of expiration of contract.

I.3 FAR 52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1980)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days before the contract expires. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.4 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of <u>5 U.S.C. 5341</u> or <u>5332</u>.

This Statement is for Information Only: It is not a Wage Determination See Attachment 2

I.5 HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

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

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

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

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

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

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

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

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

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

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

I.6 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 Program Manager or his/her designee);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(I) 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.

SECTION J - List of Documents, Exhibits and Other Attachments

Statement of WorkAttachment 1Implementing Instructions for Compliance withAttachment 2HSAR clause 3052.204-71, "ContractorEmployee Access

Page 14

The McConnell Group, Inc.

Wage Determination WD 05-2373

Attachment 3

<u>SECTION K - Representations, certifications, and other statements of offerors or</u> <u>respondents</u>

K.1 ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)

Vendor is in compliance with ORCA, an e-Government initiative that was designed by the Integrated Acquisition Environment (IAE) to replace the paper based Representations and Certifications (Reps and Certs) process.

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	Bldg. 410 Washington DC 20528				
	FOB: Destination Period of Performance: 05/14/2007 to 11/20/2008				
	Change Item COOl to read as follows(amount shown is the obligated amount):				
0001	Base Year for Scientific and Technical Support This modification changes the period of performance of the Base Year to start on 14 May 2007, as well as increases the value of this CLIM by \$89,253.81. As a result of this modification, the value of CLIN 0001 is now \$415,213.61. Obligated Amount: \$69,253.01 Product/Service Code: R416 Product/Service Description: VETERINARY/AMIMAL CARE SERVICES				09,253.01
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The purpose of this modification is to incorporate the following into the Statement of Work: 1) job description/requirements for Veterinary Research Technician; 2) overtime requirements and compensation; and 3) training needs. As such, contract HSHQDC-08-C-00011 is modified, at no cost to the Government, as follows:

 Under Section J (List of Documents, Exhibits and Other Attachments), Attachment 1 (Statement of Work) is deleted in its entirety and replaced with the following attached change pages.

The changes are summarized below and highlighted in **bold**:

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a. Under paragraph 2.0 (Scope of Work), reference to "Certified Research Laboratory Animal Study/Veterinary Technicians" is deleted and replaced with "Veterinary Laboratory Technicians."

b. Under paragraph 2.1 (Labor Requirements), reference to "Certified Research Laboratory Animal Study/Veterinary Technician" is deleted and replaced with "Veterinary Laboratory Technician."

The minimum/general experience is changed from "entry level" to "At least one year of veterinary technician or laboratory research technician experience."

The minimum education is changed from "AALAS Assistant Laboratory Animal Technician" to "Bachelor of Science in animal science, molecular biology, biology, microbiology, virology or a related biological science."

c. Under paragraph 3.0 (Personnel Requirements), the following labor categories are modified as follows:

(i) All references within the Base Year, Option Year 1, and Option Year 2 to "Certified Research Laboratory Animal Study/Veterinary Technician" is deleted and replaced with "Veterinary Laboratory Technician."

d. Under paragraph 3.1 (Work Hours), the issue of overtime is addressed in new language as follows (additions highlighted in **bold**):

3.1 Work Hours. The contracted support personnel will perform during the normal duty hours of PIADC, Monday through Friday, for a total of 40 hours per week. When applicable, exceptions to these normal working hours will be specified in the task order. The contractor will not be required, except in

Page 3 of 8

case of emergency, to furnish overtime services.

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e. After paragraph 4.2 (Travel), a new paragraph (4.3 – Training) is added as follows, and all other subsequent paragraphs are renumbered accordingly (e.g., 4.4 – DHS-Furnished Information; 4.5 – DHS-Furnished Facilities, Supplies, and Services, and so on).

4.3. Training. Some training may be required in the performance of these duties. Such training includes, but is not limited to, enrollment and participation in i) AALAS or AAALAC accredited courses workshops and meetings, ii) animal technician certification courses and workshops, iii) laboratory methods courses and workshops, and iv) USDA APHIS sponsored Foreign Animal Disease course at Plum Island Animal Disease Center. Travel and expenses associated with contracted support personnel training will be approved and reimbursed in accordance with section 4.2.

2. This modification is processed at no change in cost to the contract HSHQDC-08-C-00011. Except as noted herein, all other terms and conditions remain unchanged.

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Statement of Work for Scientific/Technical Support for DHS Scientific Programs at the Plum Island Animal Disease Center (PIADC)

Directorate of Science and Technology U.S. Department of Homeland Security Office of Research and Development

1.0 Background

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The Department of Homeland Security (DHS), Plum Island Animal Disease Center (PIADC) has a mission to identify potential threats under their national foreign animal disease and agriculture biosecurity Research and Development (R&D) Program. The Agricultural Security Thrust Area, within the Biological Countermeasures Portfolio, fosters programs which will focus on foreign animal disease (FAD) and will include the development of a national strategy and appropriate interagency coordination, integration and execution of research objectives to improve the nation's ability to anticipate, prevent, respond, and recover from the introduction of foreign animal disease and/or other potentially harmful animal pathogens.

The primary objective of this Statement of Work (SOW) is to provide scientific and technical support. This contract will complement in-house expertise and assist in the execution of research program activities from conception through execution to completion.

2.0 Scope of Work

The contractor will perform the tasks described in this SOW and the DHS and any modifications thereto must be mutually agreed by the DHS POC and the contractor POC in writing. The contractor will perform the tasks described or referenced in this SOW to support the *Agriculture Security Thrust Area* within the Biological Countermeasures Portfolio.

Under this SOW, the contractor is to provide one (1) Research Veterinarian and two (2) Veterinary Laboratory Technicians to perform scientific activities, as defined by DHS PIADC scientific management. Specifically, tasks will support the FMD vaccines and antivirals and projects. The contractor must provide qualified personnel under this SOW. During the period of performance, DHS PIADC has the right to request replacements and the contractor must replace these personnel at the discretion of DHS PIADC.

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2.1 Labor Requirements

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Labor Category	Minimum/General Experience	Minimum Education
Veterinarian (Large Animal)	one year of relevant clinical experience	Doctor of Veterinary Medicine (DVM)
Veterinary Laboratory Technician	At least one year of veterinary technician or laboratory research technician experience.	Bachelor of Science in animal science, molecular biology, biology, microbiology, virology or a related biological science

3.0 Personnel Requirements

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Labor Category	Quantity	Person Hours
Base Year		
Research Veterinarian	1	2000
Veterinary Laboratory Technician	2	2000 per technician
Option Year 1		
Research Veterinarian	1	2000
Veterinary Laboratory Technician	2	2000 per technician
Option Year 2		
Research Veterinarian	1	2000
Veterinary Laboratory Technician	2	2000 per technician

3.1 Work Hours. The contracted support personnel will perform during the normal duty hours of PIADC, Monday through Friday, for a total of 40 hours per week. When applicable, exceptions to these normal working hours will be specified in the task order. The contractor will not be required, except in case of emergency, to furnish overtime services.

Page 6 of 8

3.2 Holidays. On Government holidays, PIADC is normally closed. If the contractor does not honor the government holiday, the contracted personnel must make arrangements with the Government supervisor prior to the holiday. Continuity of

operations during normal holiday and vacation time is not required, unless otherwise specified by DHS.

3.3 Standards of Conduct. Contracted personnel shall adhere to then-existing DHS laws, policies, and procedures, including standards of competency, conduct, appearance, and integrity. The contracting company shall be responsible for disciplinary action with respect to its participants' violations of any DHS laws, policies, and procedures. Additionally, DHS reserves the right to remove any contracted personnel for misconduct or violations of DHS or other Government policies, regulations, or laws.

3.4 Location. The support provided by contracted personnel will be provided at the Plum Island Animal Disease Center.

3.5 Qualifications. The contractor shall ensure the availability of technically qualified participants to perform the tasks required by this SOW. The contractor is responsible for ensuring the qualified personnel apply for and obtain the necessary security clearances to work at Plum Island and provide documentation to DHS Technical representative.

4.0 Other Contract Details

4.1 Period of Performance. The period of performance for this SOW is a base period of 12 months from the contract award date, with two (2)one-year option year periods. DHS may give subsequent extension notices to The Contractor in writing for further performance in accordance with the terms of this SOW.

4.2 Travel. Travel is not required in the performance of these duties. However, should travel be required with the execution of a task; the DHS Technical Representative must approve it. All travel and other direct costs associated with the execution of a task will be reimbursed in accordance with the limits set forth in the Federal travel Regulations and shall not be burdened with fee or overhead. In order for reimbursement of travel, the contractor will provide appropriate supporting documentation and receive

Page 7 of 8

approval from the DHS Technical Representative prior to execution of the request. All foreign travel must be approved in advance by the ORD Program Manager, DHS Programs, Plans and Budgets (PPB), and the DHS S&T Special Assistant for International Policy.

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4.3. Training. Some training may be required in the performance of these duties. Such training includes, but is not limited to, enrollment and participation in i) AALAS or AAALAC accredited courses workshops and meetings, ii) animal technician certification courses and workshops, iii) laboratory methods courses and workshops, and iv) USDA APHIS sponsored Foreign Animal Disease course at Plum Island Animal Disease Center. Travel and expenses associated with contracted support personnel training will be approved and reimbursed in accordance with section 4.2.

4.4 DHS-Furnished Information. DHS will provide certain DHS information, materials, and forms unique to DHS to the Contractor to support certain tasks under this SOW.

4.5 DHS-Furnished Facilities, Supplies, and Services. Basic facilities such as work space and associated operating requirements (e.g., phones, desks, utilities, desktop PCs, and consumable and general purpose office supplies) will be provided to the contractor's personnel located at PIADC.

4.6 Place of Performance. The contractor will perform the work under this SOW at PIADC, located in Orient Point, N.Y.

4.7 DHS-Furnished Property. DHS property will not be provided to the contractor unless otherwise agreed in a task order issued under this SOW. In such instances, DHS will maintain property records.

4.8 Deliverables. The contractor will provide all deliverables, identified in Section 5.0 of this SOW, directly to the DHS Technical Representative and the DHS S&T Resource Manager, with a copy of the transmittal letter to the Contracting Officer.

4.9 Publications/Patents. All manuscripts must be approved prior to submission by the DHS S&T Technical Representative at PIADC. Scientific and technical support performed for PIADC is subject to the Bayh Dole Act, as per FAR Part 27.

4.10 Funding Requirements. DHS will provide funding to the Contractor in accordance with DHS's appropriations and available funds.

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

If classified work is required under this SOW, DHS will provide specific guidance to the contractor as to which work will be conducted in a classified manner and at which

Page 8 of 8

classification level. The Contractor participants will also adhere to applicable government orders, guides, and directives while performing the work hereunder.

4.12 Publications/Patents:_All manuscripts must be approved prior to submission by PIADC supervisor. Contractors will comply with patent laws consistent with those of federal employees.

5.0 Deliverables

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5.1 Monthly scientific reports will be delivered to the DHS S&T Technical Representative according to mutually agreed upon format and content requirements

5.2 Monthly reports, including financial, schedule, and scope information, risk information and an assessment of performance will be delivered to the DHS S&T Technical Representative and the DHS S&T Resource Manager. Financial data should include monthly expenditures for labor, travel and equipment

Points of Contact

The DHS POCs are as follows:

DHS S&T Technical Representative –

Dr. Tam Garland, Branch Chief for Agricultural Security Science and Technology Department of Homeland Security



Resource Manager

Scott Randels

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Department of Homeland Security

ATTN: Science and Technology Directorate/Office, Mr. Scott Randels Washington, DC 20528



DHS S&T may change the individual designated as a POC upon notice to the contractor of such change.

	INT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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Period of Performance: 05/14/2007 to 02/15/2009

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Bryan Woolsey, CO	0	16A. NAME AND TITLE OF CONTRACTING OFFICER Timothy B. Davis	(Type or print)
158. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signisture of person euthorized to sign)		(Signature of Contracting Officer)	The second second

NSN 7540-01-152-8070 Previous edition unusable

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

The purpose of this modification is to extend services under this contract pursuant to the FAR clause 52.217-8 in Article I.2 and to designate a new COTR for the contract.

Option Exercise

- The Contractor will continue to perform the same services at the same labor rates as provided in the base contract and subsequent modification.
- 2. The period of performance for this option exercise shall be from November 21, 2008 through February 15, 2009.
- 3. No funds are being obligated as a result of this option exercise.
- 4. At the present date, there is \$110,972.47 remaining on the contract. Any work that the Contractor performs whose value exceeds the funds remaining on the contract is strictly "at risk".
- 5. The Contractor shall notify the COTR at least 10 business days prior to exhausting the available funding.

COTR Designation

Effective immediately upon the exercise of this option, Dr. John Neilan is the COTR for this contract. His contact information is:

Dr. John Neilan Plum Island Animal Disease Center P.O. Box 848 Greenpoint, NY 11944-0848

AMENDMENT OF SOLICITATION/M	ODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
200004	02/15/2009	RSCB-09-00052	
ISSUED BY	CODE DHS/OPO/S&T/S&T	7. ADMINISTERED BY (If other than Item 6)	CODE DHS/OPO/S&T/S&T
.S. Dept. of Homeland ffice of Procurement O &T Acquisition Branch 45 Murray Lane, SW wilding 410 Vashington DC 20528	Security perations	U.S. Dept. of Homeland Office of Procurement S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	Operations
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	*	* HSHQDC-08-C-00011	
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0089950030000		11/21/2007	
virtue of this amendment you desire to chan to the solicitation and this amendment, and 2. ACCOUNTING AND APPROPRIATION D/	ge an offer already submitted, such change is a received prior to the opening hour and date	ND DATE SPECIFIED MAY RESULT IN REJECTIO may be made by talegram or letter, provided each te a specified. Net Increase:	
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D. OTHER (Specify type of m	odilication and authority)		
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Department of Homeland	Security		
245 Murray Lane			
Bldg. 410	4		
Washington DC 20528			
FOB: Destination			
Period of Performance:	05/14/2007 to 02/14/	2010	
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Steven M Keedy,	Controller 15C. DATE SIGN		16C. DATE SIGNED
ISignature of person authorized to a	2/12/1 any 2/12/1	09 Junot M. B. Na Bankly of Contracting Ca	1007) 2/15/09 STANDARD FORM 39 (REV. 10-83)
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NAME OF OFFEROR OR CONTRACTOR MCCONNELL GROUP INC THE i

(A)	SUPPLIES/SERVICES	QUANTIT (C)	(D)	UNIT PRICE	AMOUNT (F)
(A)	(8)	101	(D)	(E)	(E)
	Change Item 0002 to read as follows (amount shown				
	is the obligated amount):				
0002	Removed/Bilateral Negotiation Option Year 1 is				0.00
0002	now CLIN 5				0.00
	Amount: \$0.00(Option Line Item)				
	11/21/2008 Product/Service Code: R416				
	Product/Service Code: R416 Product/Service Description: VETERINARY/ANIMAL				
	CARE SERVICES				
	Delivery: 365 Days After Award				
	Accounting Info:				
	Funded: \$0.00				
	Change Item 0003 to read as follows (amount shown				
	is the obligated amount):				
0003	Removed - will be renegotiated as CLIN 6 if				0.00
	Option Year 2 is exercised				
	Amount: \$0.00(Option Line Item) 11/21/2009				
	Product/Service Code: R416				
	Product/Service Description: VETERINARY/ANIMAL				
	CARE SERVICES				
	Accounting Info:				
	Funded: \$0.00				
	Add Item 0005 as follows:				
0005	Scientific and Technical Support Services				553,629.99
	Obligated Amount: \$553,629.99				
	Product/Service Code: R421				
	Product/Service Description: TECHNICAL ASSISTANCE				
	Accounting Info:				
	NONE000-000-9X-31-01-01-002-01-00-0000-00-00-00 -GE-0E-25-50-000000				
	Funded: \$131,430.99				
	Accounting Info:				
	NONE000-000-6X-01-30-02-000-03-06-0000-00-00-00-00 -GE-AP-25-11-000000				
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VSN 7540-01-1	52-00F7	-			OPTIONAL FORM 338 (4-85)
					Sponsored by GSA FAR (48 CFR) 53.110

AMENDMENT OF SOLICITATION/MODIFICA	ATIC OF CONTRACT		
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00005	02/15/2010	RSCB-10-00161	
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ashington DC 20528 NAME AND ADDRESS OF CONTRACTOR (No shows,	munth. Slats and ZIP Code)	Washington DC 20528	NO.
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Statement of Work for Scientific/Technical Support for DHS Scientific Programs at the Plum Island Animal Disease Center (PIADC)

Directorate of Science and Technology U.S. Department of Homeland Security Agricultural Defense Branch

Modification of HSHQDC-08-C-00011

1.0 Background

The Department of Homeland Security (DIIS), Plum Island Animal Disease Center (PIADC) has a mission to identify potential threats under their national foreign animal disease and agriculture biosecurity Research and Development (R&D) Program. The Agricultural Security Thrust Area, within the Biological Countermeasures Portfolio, fosters programs which will focus on foreign animal disease (FAD) and will include the development of a national strategy and appropriate interagency coordination, integration and execution of research objectives to improve the nation's ability to anticipate, prevent, respond, and recover from the introduction of foreign animal disease and/or other potentially harmful animal pathogens.

The primary objective of this Statement of Work (SOW) is to provide scientific and technical support. This contract will complement in-house expertise and assist in the execution of research program activities from conception through execution to completion.

2.0 Scope of Work

Under this modification, DHS executes its right to extend the contracted services for 6 months from the end of the Option Year 1 period of performance.

The contractor shall provide scientific personnel as described in this SOW, as required to support the research mission of the Agricultural Defense Branch of the Chemical and Biological Division. Any further modifications thereto must be mutually agreed by the Contracting Officer and the contractor in writing.

Under this modification, the government is extending the period of performance for Option Year 1, to reflect extended service requirements based on DHS needs. The contractor shall provide one (1) Research Veterinarian, one (1) PhD Scientist and two (2) Veterinary Laboratory Technicians to perform scientific activities, as defined by DHS PIADC scientific management. Specifically, tasks shall support the FMD countermeasure program including, but not limited to vaccines and antiviral Biotherapeutics. The contractor must provide qualified personnel under this SOW. During the period of performance, DHS PIADC has the right to request replacements and the contractor must replace these personnel at the discretion of DHS PIADC.

2.1 Labor Requirements

Labor Category	Minimum/General Experience	Minimum Education		
Research Veterinarian (Large Animal)	One year of relevant clinical experience	Doctor of Veterinary Medicine (DVM)		
PhD Scientist	At least 4 years of post-PhD experience in government R&D	Doctor of Philosophy (PhD)		
Veterinary Laboratory Technicians	At least one year of veterinary technician or laboratory research technician experience	Bachelor of Science in animal science, molecular biology, biology, microbiology, virology or a related biological science		

3.0 Personnel Requirements

3.1 Work Hours. The contracted support personnel (Res. Veterinarian, PhD Scientist, Veterinary Lab Techs) shall perform during the normal duty hours of PIADC, Monday through Friday, for a total of 40 hours per week. The contractor will not be required, except in case of emergency, to furnish such services on national holidays or during non-working hours.

3.2 Holidays. On Government holidays, PIADC is normally closed. If the contractor does not honor the government holiday, the contracted personnel must make arrangements with the Government supervisor prior to the holiday. Continuity of operations during normal holiday and vacation time is not required, unless otherwise specified by DHS. The following federal holidays will occur during the six month contract extension:

Memorial Day – Monday, 31 May 2010 Independence Day – Monday, 5 July 2010

3.3 Standards of Conduct. Contracted personnel shall adhere to then-existing DHS laws, policies, and procedures, including standards of competency, conduct, appearance, and integrity. The contracting company shall be responsible for disciplinary action with respect to its participants' violations of any DHS laws, policies, and procedures. Additionally, DHS reserves the right to remove any contracted personnel for misconduct or violations of DHS or other Government policies, regulations, or laws.

3.4 Location. The support provided by contracted personnel will be provided at the Plum Island Animal Disease Center, located at Orient Point, New York.

3.5 Qualifications. The contractor shall ensure the availability of technically qualified participants to perform the tasks required by this SOW. The contractor is responsible for ensuring the qualified personnel apply for and obtain the necessary security clearances to work at Plum Island and provide documentation to DHS Technical representative.

4.0 Other Contract Details

4.1 Period of Performance. Under the terms of the base agreement DHS will execute a modification to enable further performance in accordance with the terms of this SOW. The period of performance for this extension is from 15 February 2010 to 14 August 2010.

4.2 Invoice Schedule. Invoices shall be submitted according to the following schedule:

Period of Performance Covered by Invoice	Invoice Amount	Submit Invoice On or After
2/15/2010 - 3/14/2010	\$49,521.53	3/15/2010
3/15/2010 - 4/14/2010	\$49,521.53	4/15/2010
4/15/2010 - 5/14/2010	\$49,521.53	5/15/2010
5/15/2010 - 6/14/2010	\$49,521.53	6/15/2010
6/15/2010 - 7/14/2010	\$49,521.53	7/15/2010
7/15/2010 - 8/14/2010	\$49,521.53	8/15/2010

- Other Direct Costs (ODCs) should appear as a separate line item on the invoice for the month is which the costs occurred. ODCs will be reimbursed at actual costs and supporting documentation must be included with the invoice in order to receive payment.

4.3 Travel. Should travel be required with the execution of a task or required training; the DHS Technical Representative must approve it. All travel and other direct costs associated with the execution of a task will be reimbursed in accordance with the limits set forth in the Federal travel Regulations and shall not be burdened with fee or overhead. In order for reimbursement of travel, the contractor will provide appropriate supporting documentation and receive approval from the DHS Technical Representative prior to execution of the request. All foreign travel must be approved in advance by the Agricultural Program Manager, DHS Programs, Plans and Budgets (PPB), and the DHS S&T Special Assistant for International Policy.

4.4 Training. Some training may be required in the performance of these duties. Such training includes, but is not limited to, enrollment and participation in i) AALAS or AALAC accredited courses, workshops, and meetings, ii) animal technician certification courses and workshops, iii) laboratory methods courses and workshops, and iv) USDA APHIS sponsored Foreign Animal Disease course at Plum Island Animal Disease Center. Travel and expenses associated with contracted support personnel training will be approved and reimbursed in accordance with section 4.3.

4.5 DHS-Furnished Information. DHS will provide certain DHS information, materials, and forms unique to DHS to the Contractor to support certain tasks under this SOW.

4.6 DHS-Furnished Facilities, Supplies, and Services. Basic facilities such as work space and associated operating requirements (e.g., phones, desks, utilities, desktop PCs, and consumable and general purpose office supplies) will be provided to the contractor's personnel located at PIADC.

4.7 Place of Performance. The contractor shall perform the work under this SOW at PIADC, located in Orient Point, N.Y.

4.8 DHS-Furnished Property. DHS property will not be provided to the contractor unless otherwise agreed in a task order issued under this SOW. In such instances, DHS will maintain property records.

4.9 Deliverables. The contractor shall provide all deliverables, identified in Section 5.0 of this SOW, directly to the DHS Technical Representative and the DHS S&T Resource Manager, with a copy of the transmittal letter to the Contracting Officer.

4.10 Publications/Patents. All manuscripts must be approved prior to submission by the DHS S&T Technical Representative at PIADC. Scientific and technical support performed for PIADC is subject to the Bayh-Dole Act, as per FAR Part 27.

4.11 Funding Requirements. DHS will provide funding to the Contractor in accordance with DHS's appropriations and available funds. Funding will be allotted for Option Year I in two phases, Phased Option I and Phased Option II, for the amounts indicated below:

4.12 Security Requirements. All work performed under this SOW is unclassified unless otherwise specified by DHS. <u>If classified work is required under this SOW</u>, DHS will provide specific guidance to the contractor as to which work will be conducted in a classified manner and at which classification level. The Contractor participants shall also adhere to applicable government orders, guides, and directives while performing the work hereunder.

4.13 Security Management. The Contractor's Senior Manager shall interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all sensitive documents/material handled by the Contractor. The COTR and DHS Security Office will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with the security requirements under this task order. Should the COTR or DHS Security Office determine the Contractor is not in compliance with the security requirements of the task order, the Contracting Officer will notify the Contractor, in writing, of the appropriate action that will be taken to rectify any non-compliance to the task order security requirements.

4.14 Suitability Determination. DHS shall exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to or handling of both classified and sensitive Government information to Contractor employees based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision of any such access by DHS, at any time during the term of the task order. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the task order not requiring access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.

Contract employees waiting for an EOD decision may begin work on the task order provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

4.15 Background Investigations. All Contractor staff performing work at PIADC must submit applications for suitability screening based upon a Limited Background Investigation (LBI) for employment at PIADC. Prior to commencing work, results with no adverse findings from the

Special Agency Check (SAC) or National Agency Check (NACI) investigation must be provided to the PIADC security department.

In addition to the LBI, individuals filling the contractor positions shall be required to obtain and maintain a Security Risk Assessment for Select Agent Access through the United States Department of Justice (DOJ).

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the task order, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the task order. 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 task order 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. Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement
 d. Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

Required forms will be provided by DHS at the time of award of the task order. Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the task order.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

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

4.16 Information Technology Security Clearance. When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and adhere to the procedures governing such data as outlined in "DHS IT Security Program – Publication DHS MD 4300.Pub". 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).

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

Contractors 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.

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 shall be reported to the local Security Office or Information System Security Officer (ISSO). The government's ISSO may be a contracted employee authorized to give Information Security System requirements and direction on behalf of DHS.

4.18 Compliance. The Contractor shall comply with all applicable federal, state, and local regulations, laws, and statutes, as well as overall DHS and specific PIADC policies and procedures. The contractor shall comply with applicable requirements specified by DHS.

4.19 Publications/Patents: All manuscripts must be approved prior to submission by PIADC supervisor. Contractors will comply with patent laws consistent with those of federal employees.

- 5.0 Deliverables
- 5.1 Monthly scientific reports shall be delivered to the DHS S&T Technical Representative according to mutually agreed upon format and content requirements
- 5.2 Monthly reports, including financial, schedule, and scope information, risk information and an assessment of performance shall be delivered to the DHS S&T Technical Representative and the DHS S&T Resource Manager. Monthly reports shall also include an assessment of performance with regard to the vaccine/biotherapeutic development strategic plan. Financial data should include monthly expenditures for labor, travel and equipment.
- 5.3 Additionally, research documentation related to the performer's direct support to the vaccine and biotherapeutic development as detailed in Section 2.0 of the SOW shall be delivered to the DHS Technical Representative. These include detailed documentation describing intermediate scientific objectives, scientific execution plans, achievement milestones and points at which go/no-go decisions can be taken. Progress will be reviewed on a bi-weekly basis by direct communication with the DHS PIADC Technical Representative.

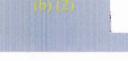
Points of Contact

The McConnell Group, Inc. Points of Contact (POCs) are as follows:

 Technical POC – Irving W. McConnell, DVM President 1901 Research Boulevard, Suite 502 Rockville, Maryland 20850 Office Phone:
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The DHS POCs are as follows:

 Dr. John Neilan, DHS Scientist Plum Island Animal Discase Center P.O. Box 848 Greenpoint, NY 11944-0848



 DHS S&T Technical Representative – Dr. Bruce Harper, Deputy Director of Science Science and Technology Department of Homeland Security

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Resource Manager

Scott Randels Department of Homeland Security ATTN: Science and Technology Directorate/Office, Mr. Scott Randels Washington, DC 20528

DHS S&T may change the individual designated as a POC upon notice to the contractor of such change.