

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 61
2 CONTRACT (Proc Inst Ident) NO RSHQDC-09-D-00001		3 EFFECTIVE DATE 03/06/2009	4. REQUISITION/PURCHASE REQUEST/PROJECT NO RSTR-09-00001	
5 ISSUED BY	CODE DHS/OPO/S&T/S&T	6 ADMINISTERED BY (If other than Item 5)		CODE DHS/OPO/S&T/S&T
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		

7 NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code) THE MITRE CORPORATION 7515 COLSHIRE DRIVE MCLEAN VA 221027539		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9 DISCOUNT FOR PROMPT PAYMENT Net 30
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 0405403040000	FACILITY CODE	11 SHIP TO/MARK FOR DHS S&T 245 Murray Lane Building 410 Washington DC 20528	12. PAYMENT WILL BE MADE BY Department of Homeland Security Burlington Finance Center P.O. Box 1620 ATTN: HQ/OFM Invoice Williston VT 05495-1279
	CODE S&T MURRAY LANE		CODE DHS/ICE/BFC

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14 ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$25,000.00

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-4	X	I	CONTRACT CLAUSES	50-59
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X	C	DESCRIPTION/SPECS WORK STATEMENT	8-16	X	J	LIST OF ATTACHMENTS	60
X	D	PACKAGING AND MARKING	17-18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	19	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	61
X	F	DELIVERIES OR PERFORMANCE	20-27	PART V - INSTRS, CONDS, AND NOTICES TO OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA	28-36	L INSTRS, CONDS, AND NOTICES TO OFFERORS			
X	H	SPECIAL CONTRACT REQUIREMENTS	35-49	M EVALUATION FACTORS FOR AWARD			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as is the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print) Tracy Miller DiGioia, Sr. Contracts Business Partner	20A. NAME OF CONTRACTING OFFICER Wanda Moorman
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY <i>Tracy Miller DiGioia</i> (Signature of person authorized to sign)	BY <i>Wanda E. Moorman</i> (Signature of the Contracting Officer)
19C. DATE SIGNED March 5, 2009	20C. DATE SIGNED 3/6/2009

NSN 7540-01-152-8000
PREVIOUS EDITION IS UNAVAILABLE

STANDARD FORM 30 (Rev. 4-88)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
THE MITRE CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 040540304+0000 Establishment and Operation of a Federally Funded Research and Development Center (FFRDC) - Homeland Security Systems Engineering and Development Institute (SEDI).</p> <p>The Contractor shall provide specialized technical expertise to Department program managers to transform program-level operational requirements and performance metrics, constrained by cost and schedule, into a preferred documented configuration of sustainable deliverables.</p> <p>The technical expertise including all management, labor, facilities, and materials necessary for performance shall be in accordance with issued task orders (TOs). TOs will be cost-plus-fixed-fee and will be issued in accordance with the procedures set forth in Section G of this contract.</p> <p>The period of performance is from March 6, 2009 through March 5, 2010 with 4-one year options to be exercised at the government's discretion in accordance with the terms and conditions of this contract.</p> <p>The total estimated contract price is \$442,552,607 (inclusive of fixed fee at (b) (4))</p> <p>The minimum value and guarantee of this contract is \$25,000 (estimated cost and fixed fee) as specified herein. Delivery: 03/03/2010 Accounting Info: NONE000-000-7X-39-02-02-002-01-00-0000-00-00-00-00-GE-OE-25-50-000000 FOB: Destination Period of Performance: 03/06/2009 to 03/05/2010</p> <p>Base Year</p> <p>Establishment and Operation of a Federally Funded Research and Development Center to be called the Systems and Engineering Development Institute (SEDI)</p> <p>Period of Performance - 3/06/2009 through 3/05/2010</p> <p>Continued ...</p>				25,000.00

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
THE MITRE CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b) (4)</p> <p>Total - \$51,191,590 Obligated Amount: \$25,000.00</p>				
1001	<p>Option Year 1</p> <p>SEDI Management and Operation of a Federally Funded Research and Development Center</p> <p>Period of Performance - 3/06/2010 through 3/05/2011</p>				0.00
	<p>(b) (4)</p> <p>Total - \$71,366,982</p> <p>Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES</p>				
2001	<p>Option Year 2</p> <p>SEDI Management and Operation of a Federally Funded Research and Development Center</p> <p>Period of Performance - 3/06/2011 through 3/05/2012</p>				0.00
	<p>(b) (4)</p> <p>Total - \$90,020,849</p> <p>Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES</p>				
3001	<p>Option Year 3</p> <p>SEDI Management and Operation of a Federally Funded Research and Development Center</p> <p>Period of Performance - 3/06/2012 through 3/05/2013</p>				0.00
	<p>(b) (4)</p> <p>Total - \$104,988,555</p> <p>Continued ...</p>				

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
THE MITRE CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES</p> <p>Option Year 4</p> <p>SEDI Management and Operation of a Federally Funded Research and Development Center</p> <p>Period of Performance - 3/06/2013 through 3/05/2014</p> <p style="background-color: #cccccc; color: yellow; text-align: center; padding: 5px;">(b) (4)</p> <p>Total - \$124,984,631</p> <p>Product/Service Code: R414 Product/Service Description: SYSTEMS ENGINEERING SERVICES</p> <p>The total amount of award: \$25,000.00. The obligation for this award is shown in box 15G.</p>				0.00

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall provide specialized technical expertise to Department program managers to transform program-level operational requirements and performance metrics, constrained by cost and schedule, into a preferred documented configuration of sustainable deliverables. The technical expertise including all management, labor, facilities, and materials necessary for performance shall be in accordance with issued task orders (TOs). TOs will be cost-plus-fixed-fee and will be issued in accordance with the procedures set forth in Section G of this contract.

B.1 TYPE OF CONTRACT

This is a cost-plus-fixed-fee indefinite delivery, indefinite quantity contract for the Establishment and Operation of a Federally Funded Research and Development Center (FFRDC) – Homeland Security Systems Engineering Development Institute (SEDI) in accordance with the terms and conditions of this contract in the total estimated contract price of \$442,552,607 as specified herein.

Each Contract Line Item Number (CLIN) is outlined as follows:

CLIN	Description	POP	Est. Cost	Fixed Fee (b) (4)	Total
0001	Establishment and Operation of a Federally Funded Research and Development Center - SEDI (Base Year)	12 months	(b) (4)	(4)	\$ 51,191,590
1001	SEDI Management & Operation (Option Year 1)	12 months			\$ 71,366,982
2001	SEDI Management & Operation (Option Year 2)	12 months			\$ 90,020,849
3001	SEDI Management & Operation (Option Year 3)	12 months			\$104,988,555
4001	SEDI Management & Operation (Option Year 4)	12 months			\$124,984,631
Total					Total Estimated Cost-Plus-Fixed-Fee - \$442,552,607

B.2 FIXED FEE

The fixed-fee percentage of this contract is (b) (4). The fixed-fee amount of an issued task order shall be established at the issuance of the task. Should the cost of the order increase during performance the amount of the fee shall not change but remain fixed at the value established when the task was issued. The fixed-fee withholding provisions contained in clause 52.216-8, Fixed-Fee, are applicable to individual task orders. A modification or

change to a task order directing additional or new work shall be fee bearing. If the cost of the contract does not reach the maximum value contained in clause, Estimated Cost and Fixed Fee, then the total contract fee shall be the sum of all fee dollars under issued tasks. Conversely, if the cost of the contract exceeds the maximum value contained in this Paragraph then the contractor's fee shall not be increased.

B.3 ADDING NEW LABOR CATEGORIES AFTER CONTRACT AWARD

The labor categories listed in the contractors revised cost/price proposal represent the Contractors best analysis of current and projected SEDI requirements. The Government does not intend to add any labor categories to the SEDI contract after contract award. However, changes in the DHS mission, the emergence of new technologies, and other fundamental changes affecting the SEDI requirements may necessitate the addition of new labor categories. Either annually, or at the government’s request, the contractor may propose additional labor categories/descriptions/rates to add to the contract that are necessary for performance. The government will negotiate these rates on a case by case basis.

B.4 MAXIMUM CONTRACT LIMITATION

CLIN	Maximum Contract Labor Hours (inclusive of subcontractor labor hours)	Maximum Subcontractor Labor Hours	Maximum Contract Limitation (inclusive of Fixed Fee)	Period of Performance
0001	(b) (4)	(4)	\$ 51,191,590	Base Year
1001			\$ 71,366,982	Option Year 1
2001			\$ 90,020,849	Option Year 2
3001			\$104,988,555	Option Year 3
4001			\$124,984,631	Option Year 4

Other Direct Costs (ODCs)	
Non-Local Travel	
Base Year and 4 Option Years –	
(b) (4)	(not-to-exceed)
Material and Equipment	
Base Year and 4 Option Years –	
(b) (4)	(not-to-exceed)

Overhead Rate (unaudited)				
Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
(b) (4)				
General and Administrative (G&A) Rate (unaudited)				
Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
(b) (4)				
Cost of Money (COM) Rate (unaudited)				
Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
(b) (4)				
Inflation Rate Applied to Labor (unaudited)				
Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
(b) (4)				
Inflation Rate Applied to ODCs (unaudited)				
Base Year	Option Yr. 1	Option Yr. 2	Option Yr. 3	Option Yr. 4
(b) (4)				

B.5 MINIMUM ORDER GUARANTEE

The minimum value and guarantee of this contract is \$25,000 (Estimated cost and Fixed Fee). Orders beyond the minimum will be determined by user needs at the task order level. The exercise of any option period does not re-establish the contract minimum. The Government shall issue one or more task orders for an amount not less than this minimum. There will be no further obligation on the part of the Government to issue additional orders thereafter. The maximum value of this contract is \$442,552,607 (Estimated Cost and Fixed Fee) over a five year period.

[End of Section B]

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

STATEMENT OF OBJECTIVES

C.1 SCOPE OF CONTRACT

The Science and Technology Directorate of the Department of Homeland Security (DHS) proposes to establish a contract for a Federally Funded Research and Development Center (FFRDC) on behalf of the Department to be known as the "Homeland Security Systems Engineering and Development Institute" (HS SEDI or SEDI). The purpose of this FFRDC is to provide specialized technical expertise to Department program managers to transform program-level operational requirements and performance metrics, constrained by cost and schedule, into a preferred documented configuration of sustainable deliverables. Program objectives are generally achieved through the insertion of new technologies, prototypes, commercial off the shelf technologies (COTS) and/or modifications of existing hardware and software, into homeland security enterprise (e.g., federal, state, local, tribal, public and private sector) systems and platforms. The SEDI Contractor shall generally work on the most complex homeland security systems that will evolve capabilities through pre-planned spiral developments. The SEDI Contractor shall promote fair and open competition for the development and delivery of Department capabilities by providing independent and objective technical expertise in the development of technical concepts, standardized technical data packages, development modeling and simulation, development testing, and lab experiments, in tandem with the government's acquisition process. The SEDI Contractor shall ensure a logical optimization of system and sub-system level tradeoffs across a system's lifecycle. Over time, this FFRDC will help the Department develop an integrated DHS system of systems engineering approach that will promote process efficiencies and synergies through best practices and standardized documentation. Through its long term relationship with the Department, the SEDI Contractor shall promote compatibilities across the various homeland security platforms and equipment to reduce our Nation's risk to terrorism and catastrophic incidents through, among other things, improved interoperability and information sharing within the homeland security enterprise.

The role of the Science and Technology Directorate is to provide a SEDI program office that supports the FFRDC in terms of developing long-term and short-term strategies for reaching across the Department to negotiate task orders in support of the most critical and strategic programs. The SEDI program office shall consist of an Executive Agent (EA), Program Manager (PM), and Contracting Officer's Technical Representative (COTR), who shall be the focal point for negotiating tasks between the SEDI Contractor and the various DHS program offices. The SEDI program office will also negotiate issue resolutions between the SEDI Contractor and task sponsors after tasks have been awarded. Primary direction and technical feedback on specific task orders will come

from sponsoring program office officials. The SEDI program office will provide additional guidance on technical quality and consistency throughout the term of the contract; and will also provide contract administration support, for example: task order processing, security, IT certification, invoice payments and progress reporting, etc. Most tasks will be sponsored by program offices located throughout the Department and include most of the twenty two legacy agencies that make up the Department.

The Department's studies and analysis FFRDC will generally provide top level requirements and metrics, operational modeling and simulation, as well as operational test and evaluation analysis for the programs. DHS FFRDCs and national laboratory FFRDCs will generally provide system and component prototypes and threat analysis support that is not generally available in the private sector.

The Homeland Security Act of 2002 (Section 305 of PL 107-296, as codified in 6 U.S.C. 185), herein referred to as the "Act", authorizes the Secretary, acting through the Under Secretary for Science and Technology, to establish one or more federally funded research and development centers to provide independent analysis of homeland security issues, or to carry out other responsibilities under the Act. The HS SEDI is intended to provide program level technical and integration expertise to DHS program managers that is normally not available within the Government. This expertise includes specialized technical systems engineering, systems development, and lifecycle management. The expertise shall be applied through-out all stages of a program, from technical concept definition, development test and evaluation, and functional analysis to evolve system Contractor concepts, through system production, deployment and disposal. Over time, the SEDI Contractor shall promote best practices and lessons learned from across the Department and enhance system of system interoperability and information sharing.

Performance shall be in accordance with all terms and conditions and specifications as stipulated herein.

C.2 TASKS PERFORMED FOR FEDERAL AGENCIES OTHER THAN THE DHS SPONSORS

It is the Government's intent that a Federally Funded Research and Development Center shall not use its privileged information or access to compete with the private sector. However the HS SEDI Contractor may perform work for non-sponsors provided that such work is in compliance with FAR 35.017-3 and applicable DHS policies. Projects may be performed by the HS SEDI Contractor for other Federal, State, local government agencies and non-profit organizations, provided that the following conditions are met: The HS SEDI Contractor may only perform work for non-sponsors when authorized by Government Contracting Officer:

- The task is consistent with the purpose, mission, general scope of effort, or special competencies of the HS SEDI Contractor as specified in the contract and sponsoring agreement, and is subject to any established STE ceiling;

- The HS SEDI Contractor has received the prior written approval of the DHS S&T Executive Agent, generally based on co-advocacy for the project from a particular office within the Department;
- Funds for the projects has been transferred from the funding agency or entity to DHS for disbursement under the HS SEDI contract;
- The HS SEDI Contractor and the tasking agency or agencies agree to fully disclose all aspects of the work being performed, including draft documents, to DHS upon request;
- DHS receives copies of all final reports; and
- Interagency funds may also be used to support and/or augment Sponsor tasks, with the prior consent of the Contracting Officer.
- For DoD users, DHS will require a copy of their notification to Congress in accordance with FAR subpart 35.017-7 prior to award of the task order.

C.3 USE OF PERFORMANCE BASED PROCEDURES IN FFRDC CONTRACT

This contract will be evaluated using performance management techniques and insight of Contractor performance rather than strict oversight. The ability to make decisions based on performance data analysis is the cornerstone of this type of performance management. The use of Contractor developed metrics for both the basic contract and task orders shall focus on desired outcomes and not interim process steps.

Interim process metrics will be developed and delegated to the Contractor which shall manage the processes and practices used to achieve contract outcomes by a Contractor Quality Control Plan. Use of an outcome focus provides the Contractor with the flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved. Deliverables, that can provide measures of technical quality toward accomplishing task goals, shall be established prior to award of task orders.

The Contractor shall have the ability and opportunity to negotiate the task specific approach performance to meet the quality and requirements standards of individual Task Orders. Incentives or disincentives are not applicable to any task order issued during the base period or any option period.

The only exceptions to outcome focus process procedures will be those services and performance items required by law, (local, state, and federal) and compelling business situations such as safety and security that the Contractor must follow. All objectives, as appropriate, will be incorporated into the Contractors Quality Control Plan. The Contractor shall furnish and otherwise accomplish all things necessary for or incident to the complete performance of the work as described throughout this Statement of Objectives (SOO) and the contract provisions.

C.4 MANAGEMENT PLAN

The Contractor shall deliver a FFRDC Management Plan that describes how it intends to operate and perform to the requirements of this contract, and in particular, how they intend to meet the requirements of this section. This plan shall be updated annually, as required, throughout the performance of the contract. The Contractor shall be responsible for providing technical and integration expertise to Department of Homeland Security (DHS) program leadership as a trusted agent, particularly in the evolution of the most complex and critical homeland security programs. The purpose of the SEDI Federally Funded Research and Development Center is to help the Department address “How” to accomplish program goals and objectives by the spiral insertion of new technologies, experimental prototypes, and commercial off-the-shelf (COTS) software and hardware into new and existing operational systems and platforms. The program risk must be carefully managed to tight cost and schedule constraints while maintaining critical performance requirements. Within the context of the scope and concept for the FFRDC, the SEDI Contractor will provide the government with the necessary expertise to provide best “lifecycle” value while promoting fair and open systems acquisitions and deployments through the following core competencies:

- Development of Acquisition Program Baselines (APB) and Integrated Master Schedules (IMS), development test and evaluation plans, and other milestone decision documentation in accordance with DHS guidelines and directives in support of the Departments’ most critical and complex programs
- Development of functional analysis models, component tradeoff simulations, and tools and metrics to evaluate system tradeoffs and integration strategies
- Development of unique test-beds, critical lab experiments, and evaluation techniques to support the evolution of system concepts
- Develop homeland security systems software development models, standards, and protocols that are consistent with interoperability and spiral developments
- Develop and promote standardization of program risk, schedule and cost models based on system lifecycle costs
- Develop system technical standards for use by DHS program offices in the management and quality control/assurance of system, integration/development, and sub-system contracts in support of major acquisitions
- Develop and promote standardization of effective and efficient system engineering best practices in homeland security program development to integrate the system with the user community through analysis and planning for: configuration management, deployment logistics, manufacturability, training, operations and maintenance, infrastructure, safety and environment, and disposal
- Development of specific complex integration descriptions for system and sub-system technical data packages, particularly

- critical functional, physical, logical and operational interface protocols and standards
- Develop and promote standardization of technical data package elements for homeland security acquisitions to promote cross-program synergies over time
 - Promote the identification of critical capability gap descriptions particularly in areas where technology may be expected to contribute substantially to solutions
 - Promote the identification and standardization of technical standards, prototypes, systems engineering, and system/sub-system technical data packages which address the need for solutions to new and evolving systems requirements involving the instantiation, within DHS systems and programs of capabilities, to provide and promote security, privacy, and the protection of civil rights and civil liberties
 - Promote ethics in acquisition through an understanding of:
 - the need for objective development of operational requirements and performance metrics, and operational test and evaluation planning and analysis that are independent from the development program
 - promotion of fair and open competition in acquisitions through high quality technical data packages and expert technical oversight
 - trusted agent relationships with the government task sponsors and the SEDI program office
 - establishment of staff and organizational conflict of interest protocols

Within and across these core areas, DHS sponsors' specific needs are expected to evolve over time, and the HS SEDI Contractor's capabilities and areas of concentration will evolve accordingly. The SEDI tasks may include quick-response, ad-hoc, in-depth technical program analysis and review (up to three months in duration); and/or medium-term studies (3-12 months) to provide in-depth technical program support to re-align a program with cost, schedule and performance objectives. However, most HS SEDI tasks are expected to be long-term tasks (more than 1 year) that align with the most complex and critical major acquisition programs.

The Contractor will also implement a broad-based consultative strategy to extend beyond the in-house staff and include perspectives from experts in industry, academia, and the non-profit sector. On occasion, foreign nationals may be required to collaborate as consultants on particular task orders. Any foreign national to be used as a consultant will require the approval of the S&T FFRDC Executive Agent, and the S&T International Affairs Division prior to work on this contract. Foreign national consultants shall not be permitted access to FFRDC work spaces or FFRDC/DHS IT networks or systems. The Contractor will also be expected to have broad access to facilities that can provide unique test-bed support, lab experiments, and simulation and modeling in support of

development program concept evolution and trade-off analysis across all areas of homeland security mission areas, including but not limited to (classified and unclassified): information technology and management, intelligence and information sharing, borders and maritime security (sensor and data networks), chemical and biological detection and protection, transportation system and critical infrastructure protection and security, cyber security and protection, biometric identification, communications interoperability and security, and emergency planning and response. The Contractor shall operate and maintain a DHS approved IT system, at a minimum of FISMA “medium” level, on which it will maintain an intranet that is remotely accessible to S&T program manager and COTR. The Contractor may be required to maintain a classified DHS HSDN or equivalent access.

The Contractor may propose subcontracting arrangements with other corporate entities to provide or enhance proposed capabilities. To receive credit for sub-contractor capabilities the prime will need to guarantee that particular types of tasks and required expertise and facilities will be provided by the sub-contracted partner.

The Contractor shall provide a phase-in plan that demonstrates the “initial” ability to begin executing technical task work within four months. The “initial” phase-in plan includes: an organization structure and staffing plan for phasing in technical and managerial talent in accordance with the needs of the Department demonstrated with task orders, including the use of partners, reach-back, and sub-contractors. The initial phase-in plan shall demonstrate compliance with quality assurance and organizational / staff conflict-of-interest protocols. The initial phase-in plan also includes and outreach strategy to familiarize the DHS with the SEDI capabilities and goals, including the development of the first Research Plan. The initial phase-in plan includes the task order processing procedures, security planning and implementation, IT system(s) accreditation, and test facility planning and operations. The overall management planning for the SEDI shall demonstrate the capacity to gradually build the organization and infrastructure to support up to 500 STE at the end of the first five year of operation.

The Contractor will be subject to independent audits by a Government accounting agency, the DHS Inspector General, and/or the Government Accountability Office. The Contractor shall be responsible for hiring a certified public accounting firm to conduct: (1) annual financial audits of the operations of the HS SEDI Contractor (and certify annual financial statements), and (2) all audits required by law or applicable regulation.

C.5 RESEARCH PLAN

To conduct its mission of providing analytic support to its DHS sponsors in an efficient, effective and responsive manner, the HS SEDI Contractor shall develop and operate an annual Research Plan. The HS SEDI Contractor shall develop an annual Research Plan based on a clear understanding of the Government’s requirements as determined by direction from the Under Secretary for Science and Technology (DHS SEDI program office) and DHS Headquarters Components or their designees. Input and review of the

plan shall occur primarily through the Homeland Security SEDI Advisory Group, chaired by the DHS (SEDI) Executive Agent, and made up of senior leadership from throughout the Department appointed by the Executive Agent.

The annual Research Plan will be approved by the DHS Executive Agent (SEDI program office) and submitted annually to the Contracting Officer for approval. It will be viewed as a flexible and dynamic document that will be periodically reviewed with the DHS SEDI Advisory Group, and revised as necessary to meet the DHS sponsors' needs. The Research Plan will include at least two parts: (1) Core projects and (2) Task Orders. The DHS SEDI program office will direct/approve the allocation of contract resources within the Core projects and any changes to these elements will require prior written approval by the HS SEDI Executive Agent / Program Manager. Core projects will typically be reviewed with the SEDI Advisory Group on a semi-annual basis. In no case will the SEDI initiate and perform work that is not previously approved by the DHS SEDI Contracting Officer. Task orders will be negotiated with the SEDI program office and the sponsoring program office. Changes to the task orders may not be made without a modification to the TO. Any changes to core project or task order deliverables, delivery dates, periods of performance, or scope may not occur without the direction of the Contracting Officer.

The Contracting Officer will authorize funding for the SEDI based on the annual Research Plan approved by the DHS Executive Agent. The annual core project budget may be adjusted with additional funding in future years to meet the needs of the DHS sponsors. The annual research plan shall be based on the calendar year rather than the fiscal year.

The HS SEDI Contractor shall perform the work as stated in the approved Research Plan, but in no event is it authorized to incur cost in excess of the authorized costs included in any/all approved Task Orders issued hereunder, or in other initiation of funds procedures set forth in the Research Plan, without the written approval of the Contracting Officer.

The Research Plan shall be primarily funded through an allocation of 5% of each task order that is issued. The allocation shall be administered by the SEDI as a sub-task of each task order; and shall report technical progress as a part of the Research Plan progress reports. The SEDI shall use the 5% allocation for the benefit of all task orders by using the funding for establishing procedures to: quickly initiate new tasks or new task direction; provide critical quick-response program analysis, develop strategic program concept evolution capabilities, and to track and document lessons learned and best practices. These tasks will be referred to as "core" projects of the research plan because they will have benefits across the Department and the entire homeland security enterprise, although they are developed within specific task orders. The Research Plan "core" allocation includes:

- 2. Work on special projects to compliment tasks and provide analytic support for integrating systems engineering and development standards, best practices and lessons learned across the DHS and the homeland security enterprise;

- Research and develop evolutionary, cross-cutting concept tools and test-beds necessary to provide a forward-looking perspective to major homeland security acquisition programs, to anticipate problems and issues and so preclude simply reacting to events;
- Consult with representatives from other DHS FFRDCs, private industry, institutions of higher education, and nonprofit institutions; and
- Efforts to exercise sound financial control over the HS SEDI Contractor's resources.

C.6 CONTRACTOR QUALITY CONTROL (QC)

The Contractor shall establish as an independent function, a quality program that encompasses all aspects of the contract including Task Orders issued hereunder. The Contractor shall ensure the Government's interests are protected through this clearly separate entity which is independent of site management as concerns the FFRDC QC Program. The QC Manager shall have sufficient, well-defined responsibility, authority, and the organizational freedom to identify and evaluate quality problems and to initiate, recommendations, and provide solutions. Personnel performing management functions shall have distinct, well-defined, duties and responsibilities within the quality program. The contractor shall implement the quality program in accordance with the Contractor's Quality Control Plan. The Plan shall be provided with the Contractor's initial proposal. The Contractor's inspection instructions shall be documented and shall be available for review, on-line, by the S&T Program Manager and Contracting Officers Technical Representative (COTR) or Contracting Officer, throughout the life of the contract. A Contractor QC Plan may be prepared for each Task Order and a copy shall be provided to the COTR (See Section F Deliverable Requirements).

C.7 TASK ORDER (TO) PROJECTS

Task Order (TO) projects are specific, time limited, deliverable-oriented projects. They shall contain, as a minimum, the following information based on a task Statement of Objectives provided by the government:

- Subject and description of objectives including deliverables, milestones and their associated delivery dates;
- Discussion of the major program issues to be addressed;
- Special experimental or development test equipment and facilities required;
- Recommended approach for performing the work;
- Estimate of the total level of effort (STE Staff-years of Technical Effort equal to 1810 hours) by labor category and dollars required to perform the task;
- Estimated period of performance, including start and end dates;
- Reporting requirements, and other relevant information as applicable; and
- Funding.

C.8 CONTRACTOR EMPLOYEES

1. The Contractor shall not employ, or continue employment, of persons for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well being, or operational mission of the installation or its population. The contractor will develop policies and procedures to discourage "walk off" (e.g., task engineers/analysts that resign prior to task completion) of employees and shall implement a method for replacement that will ensure performance standards continue to be met.

2. The contractor shall assure that none of its employees involve in the performance of any specific task have financial or other interest that could affect those employees' objective and effective performance of the task.

C.9 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

To Contractor shall possess, or acquire prior to contract award, a facility clearance and safeguarding capability equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254).

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

C.10 ENVIRONMENTAL PROTECTION

The Contractor shall comply with all applicable Federal, State, and local environmental protection laws, and all stated regulations and standards, including applicable Executive Orders.

[End of Section C]

SECTION D

PACKAGING AND MARKING

D.1 MARKINGS

All deliverables submitted to the SEDI Contracting Officer, the SEDI Program Manager, and the TO Contracting Officers Technical Representative (COTR) shall be accompanied by a packing list or other suitable shipping documentation that shall clearly indicate the following:

- (a) Contract number;
- (b) Task order number;
- (c) Name and address of point of contact

Specific or unique marking requirements may be addressed in individual TOs.

D.2 BRANDING

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

Requests to use the DHS seal shall be submitted using *DHS Official Seal Usage Approval*, available from the COTR. The Comments section should be used to describe why use of the seal is being requested, and how it will be used. Completed forms should be sent via e-mail to the Director of Special Projects and Protocol for Public Affairs, Jeff Karonis (jeff.karonis@dhs.gov) and to the Contracting Officer.

D.3 PUBLICATIONS AND COMMUNICATIONS CONCERNING WORK PERFORMED UNDER THIS CONTRACT

All public communication referencing the work performed under this contract shall be coordinated between the Contractor, the task sponsor, and the S&T Executive Agent and will require the approval of the S&T Executive Agent. The Contractor 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

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contractor's information review and release process before providing the deliverable to S&T for review and approval 30 days before any release to an external audience.

Public and technical communications shall contain the following language:

Acknowledgement

“The U.S. Department of Homeland Security (DHS) sponsored the production of this material under Contract No. HSHQDC-09-D-00001 with The MITRE Corporation.”

[End of Section D]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses are hereby incorporated by reference in accordance with the Federal Acquisition Regulation clause, 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The Contracting Officer can provide a copy of the full text clause or electronic access can be obtained at www.acquisition.gov

<u>NUMBER</u>	<u>TITLE/DATE</u>
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (APR 1984)
52.246-15	CERTIFICATE OF CONFORMANCE (APR 1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

E.2 SCOPE OF INSPECTION

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

The Government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the TO.

E.3 EVALUATION AND ACCEPTANCE

The Contracting Officer or authorized representative will accomplish evaluation and acceptance of services delivered under this contract. For the purpose of this clause, the Contracting Officer's Technical Representative (COTR) named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

[End of Section E]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses are hereby incorporated by reference in accordance with the Federal Acquisition Regulation clause, 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The Contracting Officer can provide a copy of the full text clause or electronic access can be obtained at www.acquisition.gov

NUMBER

TITLE/DATE

52.242-15

STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)

F.2 GENERAL

The DHS Contracting Officer may include additional deliveries or performance requirements in TOs, other than those enumerated in this section, such as (1) optional FAR clauses, (2) component specific clauses, and (3) task order specific clauses.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is for 12 months from March 6, 2009 through March 5, 2010. If exercised, the option periods are outlined as follows:

- Option Year 1 – March 6, 2010 – March 5, 2011
- Option Year 2 – March 6, 2011 – March 5, 2012
- Option Year 3 – March 6, 2012 – March 5, 2013
- Option Year 4 – March 6, 2013 – March 5, 2014

In accordance with FAR 35.017-1(e), the period of performance for the Contract Ordering Period (COP) will not exceed 5 years, a twelve month base year from date of award with four (4) one year option periods but can be renewed, as a result of periodic reviews, in increments not to exceed 5 years.

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration date; 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 5 years

(End of clause)

F.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration date.

(End of clause)

F.6 TASK ORDER PERFORMANCE PERIOD AND PRICING

Task Orders (TOs) may be issued at any time during the COP. The performance period of each TO will be specified in the TO and may include option periods which, if exercised, may extend the TO period of performance up to twelve (12) months beyond the COP of the base period and option periods. TOs shall be priced using Section B indirect rates that will be applicable to the TO's anticipated period of performance.

TOs issued in the final option year shall not extend beyond six (6) months after the COP of the final option year. At all times each order's terms shall be consistent with its funding appropriation.

F.7 REPORTING REQUIREMENTS

F.7.1 Technical and Progress Reporting Requirements

During the performance of this contract the Contractor shall submit the following reports:

a. Quarterly Progress Reviews

The Contractor's management shall prepare and conduct a quarterly progress review of work accomplished during each quarter of contract performance for the DHS Executive Agent, Program Manager and COTR. These reviews shall present a summary of all work performed including highlights of individual tasks for the period, technical findings and accomplishments and any new issues, problems or dependencies. Reviews are expected to no longer than 4 hours in duration. They shall also include a summary work plan for

the upcoming reporting period, and any action required on the part the Sponsors. Reviews are to be conducted within twenty (20) working days following the end of the reporting period.

b. Technical Reports

Drafts of Technical Reports

Technical reports required by the Research Plan shall be submitted in draft form to the Sponsors for review and comment. Any comment which may be made shall not be implemented by the Contractor without the prior written approval of the Contracting Officer if:

- It results in a change to the terms and/or conditions of the contract; or
- It constitutes an assignment of work outside the general scope of the contract

Final Technical Reports

The Contractor shall provide all deliverables (including point papers, white papers, briefings, presentations, background studies and interim reports) directly to the DHS Task Sponsor (2 copies and 1 electronic copy on CD unless otherwise specified in the SOO or PWS), DHS Program Manager (3 hard copies and 2 electronic copies on CDs) with a copy of the transmittal letter to the Contracting Officer. Unless otherwise specified in this SOO; an electronic draft of major deliverables shall be provided 28 calendar days prior to the due date for a 10 calendar day review and comment period by the government. This will allow for additional coordination suggestions, expanded points-of-contact to be identified, and a robust inclusion of comments for subject matter experts within the federal government. Major deliverables are final reports and major presentations, as opposed to briefs, memos, whitepapers and program plans which may be reviewed by the sponsor using a less formal process. The final deliverables shall be printed and bound and shall include an electronic version provided in Microsoft Office format or other format(s) pre-approved by the task sponsor and DHS program office. The Contractor shall maintain up-to-date records of all work results, developments, accomplishments, computations, etc. for the preparation of the report. All reports shall generally include, but not be limited to, a detailed description of:

- (1) Proposed and updates to Acquisition Program Baselines (APBs), Integrated Master Schedules (IMS), development test and evaluation plans, and other program milestone decision documentation
- (2) Program technical concept evolutions, including supporting analysis and experimental data;
- (3) Test and analysis results, including all negative results obtained, if applicable;
- (4) All new and revised processes, techniques, and procedures developed under this contract;
- (5) Program risk analysis and relevant systems engineering studies for system acquisition, deployment and lifecycle management;

- (6) Sketches and schematics as necessary to clarify and amplify; and
- (7) Recommendations and/or conclusions.

The Contractor will not publish and/or publicly disseminate any technical report, publication or any documentation resultant from tasks performed under this contract without the prior written consent of the Task Sponsor and the DHS S&T SEDI Executive Agent. All requests for release shall be in writing and submitted to the DHS S&T Program Manager with a copy to the COTR.

c. Monthly Financial Reporting

The Contractor shall prepare and include on a monthly basis with the Task and FFRDC Monthly Report, a report that details expenditures by tasks of the Research Plan to include: Core and other analysis and development tasks. The content of the reports shall, at minimum, contain the following reporting categories and levels and in accordance with Attachment J.3, Monthly Contractor Financial Report:

- Labor
- Travel/Commuting
- Subcontract Effort
- Direct Cost and Other Direct Costs (item description and cost)
- Indirect Costs/Fringe Benefits
- Fee

Financial reports shall be distributed to the Contracting Officer and COTR as prescribed in each task order.

d. Annual Labor Report

The Contractor shall submit an annual fiscal year report of all employees to the Contracting Officer and COTR by 1 November of each year. The data shall also be provided on the annual Staff-years of Technical Effort (STE) based on 1810 hours per STE including consultants and sub-contractors for the previous fiscal year.

e. Quality Control Matrices/Progress Reports

- a. The Quality Control (QC) Plan and inspection system shall satisfy the requirements in the Inspection Clauses and the Deliverables Summary of the Contract. It shall be designed to keep the Contractor's management informed of all issues affecting quality. The QC records of inspections shall indicate the nature of the deficiencies found and the corrective action taken as appropriate. Records will be available to the DHS S&T Program Manager and COTR on-line, via remote access to the FFRDC's intranet site, and shall be maintained during the contract life.
- b. The Contractor shall make available to the Contracting Officer and COTR, for

each monthly period during the life of this contract, a copy of QC matrices for deliverable and performance items. Metrics must verify whether the performance requirements of the contract have been met. Also provide required technical reports describing progress of the program, note all technical areas in which effort is being directed and indicate the status of work within these areas. The data may be included in the monthly progress reports and shall be available to the Contracting Officer and the DHS S&T Program Manager / COTR on-line, via remote access to the FFRDC's intranet site. Data shall include as a minimum:

- (1) A quantitative description of overall progress and applicable supporting data, as necessary, and in sufficient detail to comprehensively explain progress to date;
 - (2) An indication of any current problems which may impede performance, and proposed corrective action; and
 - (3) Discussion of the work to be performed during the next reporting period.
- c. The reports shall be delivered not later than the dates set forth in the Deliverables Provision of the contract.

F.7.2 Task and FFRDC Monthly Status Report

The Contractor shall deliver a task status report for the previous month to the Task Sponsor by *the 15th of the month*. The report shall contain accomplishments, upcoming events, risks encountered and mitigation measures taken, and financial information (amount budgeted, amount received, amount in reserve, amount committed, amount obligated, amount expended, and available balance). The reports will be made available to the S&T COTR and Program Manager via on-line access to the FFRDC's intranet site. The report will also contain the following metrics:

- Task Identifier and Accounting Data;
- SEDI Contractor Task Lead and Principal Task Sponsor;
- Task start and end dates;
- Deliverables and milestones with dates;
- Reporting Period;
- Stop-light indicator of status of technical performance, schedule and cost;
- Technical Summary of monthly progress;
- Technical and Financial Issues and proposed resolution(s);
- Quality Control findings and actions; and
- Graph indicating original, revised, actual and projected spending curves.

The overall monthly FFRDC summary report shall be provided to the S&T Executive Agent, S&T Program Manager and S&T COTR that includes all task status reports and a Director's report. The Director's report shall include a financial summary of all tasks (table listing the task identifier, task name, previous month's claims, total claimed, total

budget, and available funds remaining), significant progress in achieving FFRDC mission objectives including significant milestones and meetings, a summary of the FFRDC industrial and IT security programs including status of personnel obtaining suitability and access / clearances, and a summary FFRDC personnel by labor category and discussion of staff changes for the previous month. In addition, the Contractor shall provide a discussion of the following:

- Task Plans for newly approved Tasks and Development efforts which update the Research Plan
- A description of newly initiated Core Support Efforts such as quick response special projects
- A summary of the resource allocation needed to accommodate such updates to the Research Plan

F.7.3 Verbal Reports and Liaison

The Contractor shall meet with the DHS sponsors on an "as required" basis, to review work to date on the research program and to exchange views, ideas, and information concerning the methods and content of the work.

F.8 PLACE OF PERFORMANCE

The Contractor shall provide the necessary space classified and unclassified, IT network and other equipment, test facilities, and support and technical personnel to establish, set up and manage the HS SEDI. Contractor management and at least 50% of the full time staff are to be located in the Washington DC metropolitan area. A substantial effort is expected to be deployed on-site DHS program offices. Other staff may be assigned to field offices, including contractor activities, to provide independent analysis in support of systems engineering and development efforts. The Contractor will provide, at their Washington, D.C. area SEDI headquarters, a room furnished with two desks, phones and computers for the DHS SEDI program officials or other visiting DHS officials. The Contractor shall also provide and maintain a list of accessible test-bed and experimental facilities, along with their address, capabilities, and ownership.

F.9 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the contracting officer and the TO COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.10 DHS-FURNISHED INFORMATION

- a. DHS will provide unique information, materials, and forms to the Contractor to support tasks under this SOO. 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 the contractor’s project performers without DHS's prior written permission.
- b. The S&T Contracting Officer’s Technical Representative identified in this SOO will be the point of contact (POC) for identifying required information to be supplied by DHS.
- c. DHS will provide guidelines to the contractor to use in preparing any documentation (e.g., report deliverables or monthly status reports).

F.11 DHS-FURNISHED PROPERTY

Additional DHS property will not be provided to the SEDI Contractor unless otherwise agreed in a task order issued under this SOO. In such cases, the SEDI shall maintain property records. Before purchasing any individual item equal to or exceeding \$5,000 that is required to support technical tasks performed pursuant to this SOO, the SEDI shall obtain the DHS Task Sponsor and DHS Program Manager’s prior written consent. SEDI shall maintain any such items according to the contract property accountability procedures.

F.12 DELIVERABLE REQUIREMENTS

The Contractor shall provide research, analytical and computational models, simulations, and other technical and analytical support useful for program planning and management to support the DHS as specified in Task Orders issued pursuant to the paragraph in section G entitled Task Order Process and Delivery. The type of work to be performed under such Task Orders is limited to the types of work incorporated by Section C entitled Statement of Objectives. The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Delivery Schedule</u>
1	Management Plan	Section C	Updates as required
2	Research Plan	Section C	Annual (15 November)
3	Insurance Notification	Section I	30 days after award
4	Consent for Subcontract Approval 52.244-2	Section I	As Required
5	Small Business Subcontracting Plan 52.219-9	Section I	Semi-annually
6	Organizational Conflict of Interest Disclosure Report	Section G	Quarterly
7	Small Disadvantaged Business Participation Reporting 52.219-25	Section I	Contract Completion

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Delivery Schedule</u>
8	Task and FFRDC Monthly Status Report (base effort and tasks) on schedule, finance, technical progress and issues	Section F	15 days after the end of the reporting month (aligned with invoice)
9	Travel Policy	Section G	30 days after award
10	Appointment of Security Officer	Section C	At contract award
11	Task Program Management Plans	Section G	15 days (draft) and 30 days (final) after task awards and modifications
12	Annual Government Property Report	Section F	Annual
13	Quarterly Progress Review (4 hour)	Section F	Quarterly
14	Report of Security Violations	DD254	Annual
15	'Need for Fee' report	Section J Sponsoring Agreement	Annual
16	Revalidation of SCI billets	DD254	Annual
17	FFRDC Parent Corporation Work for Others	Section J Sponsoring Agreement	Quarterly
18	Maintain copies of staff, sub-contractor, consultant NDAs and COIs for five years	Section J Sponsoring Agreement	NA
19	Organizational COI & Disposition	Section J Sponsoring Agreement	NA
20	Notice of Acquisition of Real Property	Section J Sponsoring Agreement	30 days advance notice
21	Notice of Material Increase in Employee Benefits Chargeable to the Contract	Section J Sponsoring Agreement	30 days advance notice
22	IT Security Plan	Section I	45 days after contract award
23	IT Security Accreditation report	Section I	6 months after contract award

To the extent any other deliverables are required by this contract, but not specifically referenced under this part, such requirements shall be considered as included.

[End of Section F]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 POINTS OF CONTACT

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

Program Manager:

Patrick Spahn
Department of Homeland Security
Science and Technology Directorate
Operations Analysis Division
245 Murray Lane
Washington, DC 20528
Email: (b)(2) (b)(6)

Placement Contracting Officer:

Wanda E. Moorman
Department of Homeland Security
Office of Procurement Operations
245 Murray Lane
Washington, DC 20528
Email: (b)(2) (b)(6)

Administrative Contracting Officer:

TBD
Department of Homeland Security
Office of Procurement Operations
245 Murray Lane
Washington, DC 20528
Email : TBD

As used in this contract, the CO and Contracting Officer refer to the Administrative Contracting Officer.

Contracting Officer's Technical Representative:

Deborah Russell
Department of Homeland Security
Science and Technology Directorate
Operations Analysis Division
245 Murray Lane
Washington, DC 20528
Email: (b)(2) (b)(6)

Task Order Manager:

To be identified in each order

Written communications pertinent to SEDI FFRDC program and/or any resulting TOs shall make reference to the TO Number and shall be mailed to the attention of either the SEDI Program Manager, COTR, and Contracting Officer at the above address.

G.2.1 Contracting Officer's Authority

The Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. The Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract and is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the Contracting Officer.

It is the Contractor's responsibility to contact the Contracting Officer immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. The Government will not reimburse the Contractor for any work not authorized by the Contracting Officer, including work outside the scope of the contract.

G.2.2 Task Order Manager

Technical advice under the resulting TOs may be given to the contractor by the Task Order Manager. Advice may also be received in coordination with the Task Order Manager by the COTR, DHS HS SEDI Program Manager, and DHS HS SEDI Executive Agent. Technical advice is defined as that process by which the contractor receives, instruction or contract clarification as it relates to an element of work solely within the existing requirements of the SOO. **The Contracting Officer is the only individual who can authorize any changes to the terms and conditions of the TO in writing.** Costs incurred as the result of changes made to the terms and conditions without the Contracting Officer's written approval, may not be considered an allowable cost.

G.3 TASK ORDER PROCESS AND DELIVERY

(a) Only the Contracting Officer may issue task orders to the Contractor including non sponsors, providing specific authorization to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract only in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to the Contracting Officer issuing a Task Order, the DHS S&T Program Manager will review the FFRDC Certification, the SOO, and the IGCE, to make a suitability and appropriateness determination consistent with the FAR and DHS MD 143-4. This review will evaluate whether the proposed task objectives are consistent with the core capabilities of the FFRDC Contractor, and whether or not the proposed objectives are more appropriate for competition in the domestic private sector.

(c) The Contracting Officer has the right to issue tasks unilaterally and with no consultation with the contractor. When tasks are issued unilaterally, the contractor shall initiate performance and supply its proposal to the contracting officer for evaluation unless the contracting officer provides other instructions. The process described in paragraphs (c), (d), and (e) will apply absent the unilateral issuance of a task. Prior to issuing a task order, the Contracting Officer will provide the Contractor with the following data:

- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(d) Within 3 calendar days, or a time specified that will accommodate the critical nature of the order, after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(e) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee).
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.

(8) Accounting and appropriation data.

(f) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1-calendar day after receipt of the task order.

(g) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order that includes a ceiling price may be issued. The task order shall be definitive at the earliest possible date.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(i) If agreement cannot be reached on a Task Plan, the contracting officer may unilaterally direct the Contractor to begin work on the Task Order in accordance with the Task Plan issued by the Government. Failure to agree will constitute a dispute under the Disputes clause, FAR 52.233-1.

(j) Modification of Task Orders

The Ceiling Price or scope for each TO may not be changed except when authorized by the Contracting Officer's modification to the TO.

No oral statement by any person, and no written statement by anyone other than the Contracting Officer, or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this task order contract. All requests for interpretation or modification shall be made in writing to the Contracting Officer.

(k) Procedures:

(1) Prior to issuance of a Task Order and upon definition of the Government requirement, the DHS S&T SEDI program manager will electronically issue to the contractor a Statement of Objectives (SOO) or Performance Work Statement (PWS) which will designate a preferred Task Order type.

(2) After receipt of the SOO or PWS, the contractor shall submit to the DHS S&T Program Manager an electronic copy proposal (or Task Execution Plan (TEP)) which sets forth the contractor's understanding of the requirements and objectives, desired impact, general approach, DHS sponsor and stakeholders, SEDI Task Lead, assumptions and caveats, required government furnished information or equipment, performance schedule and cost, staffing plan, milestones and deliverables, task security, and level of effort required. The technical proposal/TEP should also address other documentation required by the Government to perform the task or any specific issues raised in the RFP. The TEP shall be submitted by a mutually agreed upon date, which will be established for each individual task order. The TEP shall also include the cost proposal which sets forth all

costs associated with furnishing the required services. The contractor's technical proposal/TEP shall be consistent with Sections B and C.

If the contractor anticipates the need for a longer period of time than originally agreed upon (to submit the proposal), the contractor shall provide written justification to the DHS S&T Program Manager electronically as soon as possible after receipt of a task assignment but no later than 45 days before the current end date of the task. If the Program manager concurs with the extension, the Program Manager shall submit the request to the Contracting Officer for approval.

(3) Upon receipt of the contractor's proposal, the Government will evaluate the document and negotiations will take place between the DHS S&T Program Manager, acting on the Task Sponsor's behalf, and the contractor.

(4) Following the conclusion of negotiations, the DHS S&T program office shall submit the negotiated TEP, cost data, and funding data to the Contracting Officer who will make a final determination and if acceptable, issue a fully executed Task Order, containing all agreed-to terms and conditions, specifying the task to be performed, special reporting requirements and total estimated cost and fixed fee. The Contractor shall in no event exceed the total estimated cost of the Task Order (see FAR 52.232-20 and 52.232-22).

Whenever it appears to the contractor that the actual cost to complete any task may exceed the estimated cost of such task, the contractor shall immediately, and in no event later than the incurrence of 75% of the estimated task cost, notify the Contracting Officer in writing and furnish a revised estimate for the completion of the task. The contractor shall not incur costs to perform work under any specific task in excess of the cost estimate authorized for the task until the Contracting Officer notifies the contractor in writing that such amount has been increased. Issuance of a task order is not authorization for the Contractor to incur costs in excess of the funds obligated to-date under the contract.

(5) In the event that the parties fail to agree on, price, costs and/or fixed fee for any Task Order hereunder, the Contracting Officer may render a unilateral written decision as to what level of price or costs and/or fee is reasonable under the circumstances for the services required pursuant to the Task Order, and will subsequently unilaterally issue the Task Order in accordance with that decision. Said decision shall constitute a decision rendered concerning a question of fact within the meaning of and governed by the terms of FAR Clause 52.233-1 in Section I, Disputes, of this contract.

(6) Each task order shall be invoiced separately. Invoices shall include the following information: Task Title, Task Number, Budget (Planned), and (referencing the appropriate section of the technical progress report). Incremental and/or optional follow on funding utilizing the same Task Order number must be identified separately on task order break out sheet for invoicing purposes.

(7) The SEDI Contractor shall implement and manage the technical approach, organizational resources, and management controls to be employed to meet the cost, performance and schedule requirements throughout task order execution. A draft project management plan shall be submitted 15 days after a task order is received, with a final submittal reflecting government input due 30 days after the task order is received. The project management plan shall provide a detailed schedule, including a critical path analysis, along with a narrative discussing the salient issues affecting task execution in terms of needed technical inputs and analysis to meet cost, schedule, and performance in the task execution.”

G.4 PREPARATION OF PAYMENT VOUCHERS

(a) SF-1034, Public Voucher for Purchases and Services Other Than Personal, shall be prepared and submitted for payments under this contract, unless otherwise specified in the individual TO as follows:

- (1) Copy to the Finance Office – (as specified below)
- (2) Copy to the TO COTR
- (2) Copy to the Contracting Officer.

Electronic Invoices: SAT.Invoice.Consolidation@dhs.gov

USPS Delivery: DHS ICE
Burlington Finance Center
PO Box 1000
Williston, VT 05495-1000
Attn: S&T Division

(b) All vouchers submitted to the Government shall delineate cost by:

- (1) Contract and TO Number;
- (2) Funding document, including amount received, order billing item or contract line item number; and
- (3) Any additional information required by specific payment clauses.

G.5 PAYMENT INFORMATION

Payments of invoices and vouchers shall be subject to the withholding provisions of this contract.

Payments under the contract will be made by wire transfer through the Treasury Financial Communications System. The following bank accounting information is required:

- Name of the receiving bank;
- City and state of the receiving bank; and

- American Bankers Association (ABA) nine-digit identifier of the receiving bank.

G.6 TRAVEL

Travel must be pre-approved by the S&T Contract Officer's Technical Representative (COTR), usually through the Task Execution Plan proposal, and the contractor will provide trip reports to the S&T COTR and task sponsor. Local travel will not be reimbursed. Other travel will be reimbursed in accordance with the *Federal Travel Regulation*. The S&T COTR may delegate travel approval to the sponsoring program offices, as required.

G.6.1 Travel Outside of the United States

- (a) Approval of Foreign Travel: The cost of foreign travel is allowable only when the specific written approval of the Contracting Officer responsible for administration of the contract is obtained prior to commencing the trip. Approval must be requested at least 30 days before the scheduled departure date in order that all necessary clearances may be processed. Each individual trip must be approved separately even though it may have been included in a previously approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions.
- (b) Travel shall take place in accordance with the Federal Travel Regulations (FTR) and will be considered reasonable and allowable to the extent permitted by FAR 31.205-46. Documentation will be available upon request to DCAA.
- (c) The S&T Director, International Programs Division must approve all foreign travel in advance. The Contractor will notify the Contracting Officer's Technical Representative 45 days in advance to coordinate this approval. The Contractor shall notify the S&T Director, International Programs Division 30 days (for unclassified visits) and 45 days (for classified visits) before arrival of visitors from foreign countries.

[End of Section G]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 STANDARD OF CONDUCT AT GOVERNMENT INSTALLATIONS

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

H.2 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

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 SEDI Program Manager and COTR. This restriction does not apply to marketing materials developed for presentation to potential Government customers of this contract vehicle.

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.

H.3 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

(a) The Government hereby provides notification that Government personnel observe the listed days as holidays: These holidays only apply to services performed within the United States, and is provided for informational purposes only.

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

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

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

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the TO COTR.

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

(1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

(f) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

(g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

H.4 INFORMATION TECHNOLOGY ACCESSIBILITY FOR PERSONS WITH DISABILITIES

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: from www.Section508.gov .

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST AND CONFIDENTIALITY

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department of Homeland Security and component contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of two years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any systems engineering or development work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for a recompetition of this contract.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not:

- (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
- (ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information of third parties under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (1) Disclosure after award. The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer.
 - (2) In addition, the contractor shall provide the administrative contracting officer any disclosure of interests of itself or its affiliates that create a real or potential organizational conflicts related to the performance of individual task orders.
 - (3) The disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract or individual task order for convenience if it deems such termination to be in the best interest of the Government.
 - (4) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DHS may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(f) Subcontracts. (1) The contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms “contract,” “contractor,” and “contracting officer” shall be appropriately modified to preserve the Government’s rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, in fulfilling its obligations under this contract, the contractor shall obtain from the proposed subcontractor or consultant the disclosure of facts relevant to the performance of the proposed subcontract and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the DHS contracting officer prior to entering into the subcontract.

H.6 TASKS PERFORMED FOR FEDERAL AGENCIES OTHER THAN THE SPONSORS

Projects performed by the contractor for Federal agencies other than the Sponsors shall be in strict accordance with this contract, DHS Management Directive 143-04 and will be processed in compliance with the Sponsoring Agreement. The work performed for others shall be included with any STE count limitation established in this contract.

H.7 CONSULTANTS

Prior to retention of any consultant(s) and subcontractors, other than those, in Section H.15 for the work under this contract, the contractor shall obtain advance written approval from the Contracting Officer. Payments for the services of consultants shall not exceed the current maximum daily equivalent rate paid to a Level IV Executive Employee per day (exclusive of indirect cost, travel, per diem, clerical services, vacation, fringe benefits, and supplies) without the prior written approval of the Contracting Officer. Total payments shall not exceed a total of ten (10) days per consultant during any one twelve month period without the prior written approval of the Contracting Officer.

Requests by the Contractor for authorization to use consultants and subcontractors shall contain the following information:

- 1 A biographical sketch including education and professional experience of the consultant;
- 2 The services the consultant will perform and the amount of time that will be spent;
- 3 Previous rates paid to the consultant by the Contractor for similar services for a like period;
- 4 Available information on rates charged by the consultant for similar services for a like period.

H.8 INVESTIGATING AND REPORTING POSSIBLE SCIENTIFIC MISCONDUCT

- a. "Misconduct" or "Misconduct in Science" is defined as fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting or reporting research. It does not include honest error or honest differences in interpretations or judgments of data.
- b. The Contractor shall foster a research environment that prevents misconduct in all research and that deals forthrightly with possible misconduct associated with research for which Department of Homeland Security funds have been provided or requested.
- c. The Contractor agrees to:
 - (1) Establish and keep current an administrative process to review, investigate, and report allegations of misconduct in science in connection with research conducted by the contractor;
 - (2) Comply with its own administrative process;
 - (3) Inform its scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures;
 - (4) Take immediate and appropriate action as soon as misconduct on the part of employees or persons within the organization's control is suspected or alleged; and
 - (5) Report to the Contracting Officer a decision to initiate an investigation into possible scientific misconduct.
- d. The Contractor is responsible for notifying the Contracting Officer of appropriate action taken if at any stage of an inquiry or investigation any of the following conditions exist:
 - (1) An immediate health hazard is involved;
 - (2) There is an immediate need to protect Federal funds or equipment;
 - (3) A probability exists that the alleged incident will be reported publicly; or
 - (4) There is a reasonable indication of possible criminal violation.

H.9 SECURITY REQUIREMENTS

As further described in Homeland Security Acquisition Regulation (HSAR) 3052.204-71, Contractor staff requiring recurring access to Government facilities, Contractor facilities operated on behalf of the Government, sensitive government information, or IT resources are required to have a favorably adjudicated Suitability background investigation prior to commencing work at the HS SEDI.