

Contract: HSHQPA-05-A-00058

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1 REGISTRATION NUMBER	PAGE OF 1 2
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2 CONTRACT NO. HSHQPA-05-A-00056	3 AWARD/ EFFECTIVE DATE 08/25/2005	4 ORDER NUMBER	5 SOLICITATION NUMBER	6 SOLICITATION ISSUE DATE
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7 FOR SOLICITATION INFORMATION CALL:	8 NAME Brenda Brady	9 TELEPHONE NUMBER (No collect calls) 202-357-8343	10 OFFER DUE DATE/LOCAL TIME
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9 ISSUED BY Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528	10 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS 8(A) NAICS: SIZE STANDARD:	11 DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 12a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12 DISCOUNT TERMS As Indicated On Ea
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13 DELIVER TO As Indicated On Each Call	14 METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> AFP	15 ADMINISTERED BY Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528
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17a CONTRACTOR/ OFFEROR BOOZ ALLEN HAMILTON ATTENTION DIANE TARRANT 8323 GREENSBORO DRIVE MCLEAN VA 22102-3838	17b CODE 006928857	17c FACILITY CODE	18a PAYMENT WILL BE MADE BY As Indicated On Each Call	18b CODE
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17d CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18c SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 10c UNLESS BLOCK BELOW IS CHECKED. ONE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	GSA Contract #: GS-23F-0025K Tax ID Number: (b) (4) DUNS Number: 006928857 SEE ATTACHED FOR GENERAL SERVICES ADMINISTRATION (GSA) PROFESSIONAL ENGINEERING SERVICES BLANKET PURCHASE AGREEMENT FOR SEIA SUPPORT REFERENCE GSA SCHEDULE: GS-23F-0025K, SPECIAL ITEM NUMBERS (SINS) 871-1 THROUGH 871-6 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call	26 TOTAL AWARD AMOUNT (For Govt Use Only) \$0.00
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27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29 AWARD OF CONTRACT REF OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a SIGNATURE OF OFFEROR/CONTRACTOR <i>Charles P. Zuhoski</i>	31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Brenda Brady</i>
30b NAME AND TITLE OF SIGNER (Type or Print) CHARLES P. ZUHOSKI Vice President	31b NAME OF CONTRACTING OFFICER (Type or Print) Brenda Brady
30c DATE SIGNED 9/7/2005	31c DATE SIGNED 25 Aug 05

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Professional Engineering Services - FSC 871

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1.0 SCOPE

Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-23F-0025 Booze Allen Hamilton (BAH) agrees to terms listed in this Blanket Purchase Agreement (BPA) with the Department of Homeland Security (DHS), Office of Procurement Operations (OPO) for Professional Engineering Services (PES) under the Federal Supply Class (FSC) 871, SINS 871-1 through 871-6

2.0 BPA SPECIFIC INFORMATION

References incorporated into this BPA:

- (a) RFQ HSHQPB-05-Q-00003, posted on 27 May 05.
- (b) Revised page changes issued, email dtd 08 Jun 05
- (c) BAH Response Quote BPA-O0021, dated 17 Jun 05 05.
- (d) GSA PES FSS number GS-23F-0025K (effective 29 Oct 99).

All task orders (TOs) placed against this BPA are subject to the terms and conditions of the FSS contract cited herein. In the event of any inconsistencies between the provisions of this BPA and the FSS contract, the provisions of the contract will take precedence. However, more stringent requirements of the BPA like in restrictions, organizational conflict of interest, and delivery represent added values rather than inconsistencies.

Specific deliverables and required formats for each requirement will be delineated in individual orders issued under this BPA. Inspection and acceptance of all work performed by the Contractor shall be by the Contracting Officer's designated representative.

The Government is obligated only to the extent of authorized services/purchases by TOs issued under the BPA.

The Government estimates, but does not guarantee, that the volume of purchases throughout the BPA is \$250 million. If the actual amount is less than the estimate, the Government will not be liable for any difference, however, the ceiling of this BPA is NTE \$250 million.

Pricing will be considered as that which was quoted as above, or otherwise negotiated prior to the issuance of each respective TO. The Government will also accept spot discounts and promotional discounts. These discounts do not preclude the Contractor from offering, or the Government from, asking for further price reductions in accordance with commercial practices, market forces, and volume buying at the time of placing

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orders. The Contractor can voluntarily reduce prices at any time by giving notice (by e-mail) to the Contracting Officer.

It is the responsibility of the Contractor to notify the Contracting Officer of GSA Schedule price changes affecting rates and services listed or incorporated by reference in the BPA and/or TO. The prices paid shall be at the discount rate provided in response to RFQ HSHQPB-05-0003, BAH's quote no. BPA-P0021.

3.0 NON-TRAVEL ODC COSTS: All non-travel ODC costs over \$500 each must be pre-approved by the COTR. All ODC costs must be accounted for monthly.

4.0 ORGANIZATIONAL CONFLICTS OF INTEREST:

(a) Purpose: The primary purpose of this clause is to aid in ensuring that: (1) The Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this Contract; (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and (3) by virtue of its access to proprietary information belonging to others, the Contractor does not obtain any unfair competitive advantage.

(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 prime contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity.

(1) Maintenance of Objectivity. The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals, therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this Contract or are directly related to this contract, for example under the same Project or Programs. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this Delivery Order on any of its own 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. In addition, if the Contractor under this Delivery Order advises the Government on the preparation of, or prepares complete, or essentially complete, Statement of Work or objectives for competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statements of Work or objectives. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services.

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(2) Access To and Use of Government Information. If the Contractor, in the performance of this Delivery Order, obtains access to information such as plans, policies, reports, studies, financial plans, 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 purposes unless the information has been released or otherwise made available to the public; (b) compete for or accept work based on such information for a period of six months after the completion of this Delivery Order, or until such information is released or otherwise made available to the public, whichever occurs 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 Government.

(3) Access To and Protection of Proprietary Information. The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this Delivery Order, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this Delivery Order.

(c) Subcontract. The Contractor shall include this clause, including this paragraph, in all consulting agreements and subcontracts of any tier unless directed otherwise by the Contracting Officer. The term "contract", "contractor", and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

(d) Representations and Disclosures.

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.

(2) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, a prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

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(e) Remedies and Waiver.

(1) For breach of any of the above restrictions or for nondisclosure of misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this Delivery Order for Default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Delivery Order. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this Delivery Order for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer will grant such a waiver in writing.

(f) Modifications. Prior to a contract modification, if the Statement of Work is changed to add a significant new work, the Contracting Officer may request and the Contractor be required to submit either a new organization conflict of interest disclosure or an update of the previously submitted disclosure or representation.

(End of Clause)

5.0 BPA TERM

The term of the BPA is five (5) years from, 09 September 2005 through 31 August 2010.

6.0 STATEMENT OF WORK

Statement of Work (SOW) in Attachment 1 to this BPA.

7.0 PRICING/RATES

As referenced in paragraph 2.0 above, this BPA incorporates by reference, the Contractor's GSA Discounted Rates.

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However, for user ease of access, Attachment 2 to this BPA depicts the Pricing Schedule rates through 31 August 2010 as that included by reference in paragraph 2.0 above.

8.0 SECURITY

- 1) Reference Attachment 3, DD Form 254, Contract Security Classification Specification for the security requirements for the BPA.
- 2) FAR 52.204-2 (Security Requirements (Aug 96) is hereby incorporated:
 - (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
 - (b) The Contractor shall comply with --
 - (1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and
 - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
 - (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
 - (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

9.0 FUNDING

This BPA does not obligate any funds. Funds will be obligated on individual TOs against this BPA. The Government is obligated only to the extent of authorized purchases actually made under the BPA.

10.0 TASK ORDER SPECIFIC INFORMATION

The following ordering procedures apply to all BPA TOs:

- Services will be ordered by a Contracting Officer via written TOs.
- TOs are subject to the terms and conditions of the Contractor's GSA/FSS Contract number.
- TOs shall only be issued from the date of the BPA award through its expiration.
- All costs associated with preparation and/or discussion of the Contractor's TO quotations will be at the Contractor's expense and are not directly billable to the Government.
- No work will be performed and no payment will be made except as authorized by a written TO.
- A TO will be considered issued when the Government transmits the bilaterally signed TO to the Contractor.

Each individual Request for Quote (RFQ) which is expected to lead to the issuance of a TO, will specify the method and instructions for submitting either an oral presentation and/or a written quotation. Additionally, as a minimum, each such RFQ will include:

- BPA number
- Description of the services to be performed
- Specific reporting requirements, e.g. Key Personnel
- Desired delivery schedule
- Place of performance/delivery
- Security requirements
- Request for a Firm Fixed Price (FFP) to complete the requirements or a ceiling price for those tasks to be performed on not-to-exceed pricing - time and materials or labor-hour basis
- Response due date

11.0 TASK ORDER ACKNOWLEDGEMENT

The Contractor will acknowledge signed receipt of each TO within two (2) working days after receipt, to the Contracting Officer.

12.0 PAYMENT AND INVOICE INFORMATION

Payment shall be made for services accepted by the Government delivered to the destinations set forth in the TO. The Government will make payment in accordance with the Prompt Payment Act (31 V.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. The Government will make payment in accordance with the clause FAR 52.232-33, Payment By Electronic Funds Transfer - Central Contractor Registration (May 1999).

An EFT/ACH Vendor Payment Enrollment Form must be completed and submitted by the Contractor to the Contracting Officer. The payment office will be cited in each BPA TO.

All invoices shall contain the following information at a minimum:

- Name & Address of Contractor/Signature and Name of point of contact/
- Date and invoice number
- BPA number
- GSA FSS number
- Number and date of BPA TO
- Labor categories utilized (actual categories required only for pricing arrangements other than FFP)
- TO Line Item Number (TOLIN), if applicable
- Labor Category, Labor Rate, and extension of each applied against the TO.
- Performance period
- Interim payment period, payment for partial delivery, if applicable
- Prompt payment discounts

Invoices can be submitted on a monthly basis. The Contractor can comply with the requirements of a proper invoice as specified in the GSA FSS contract.

13.0 KEY PERSONNEL AND SUBCONTRACTORS

For each TO, the Contractor will identify key personnel who will work full time and exclusively on each TO, and may not substitute with other personnel regardless of qualification, unless prior approval is provided by the Contracting Officer as recommended by the Contracting Officer Technical Representative (COTR). Key personnel must possess the necessary skills, knowledge, clearances, training, and experience to perform the essential duties of their jobs throughout the period of the BPA.

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For each TO, the Contractor shall identify all subcontractor(s) and consultant(s) which the Contractor plans to assign to the TO. The Contractor shall obtain Contracting Officer approval prior to making the final selection of the subcontractor(s) or consultant(s) or prior to making a substitution once the TO is issued.

14.0 SURVEILLANCE AND ACCEPTANCE OF SERVICES

The Contracting Officer's delegated COTR shall perform surveillance over the Contractor's performance ensuring that efficient methods for performance and effective cost controls are being used, and shall accordingly accept or reject work and associated deliverables.

15.0 AUTHORIZED BPA USERS

Only authorized DHS/Science and Technology Directorate personnel will be users of the BPA.

16.0 TRAVEL DOMESTIC AND FOREIGN:

- (a) All travel shall be in accordance with the Federal Travel Regulation (FTR) and must follow DHS, S&T Domestic and Foreign travel policy and procedure.
- (b) The COTR must authorize in advance, and in writing travel Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of DHS, S&T.
- (c) The Contractor may provide written notice to the COTR via email.
- (d) The Contractor shall submit to the COTR, a travel report, in a format and acceptable to the COTR, no later than fifteen (15) days after the conclusion of the travel.

BPA STATEMENT OF WORK: BPA No. HSHQPA-05-A-00058, SETA (This SOW is applicable to all successive Task Orders, unless otherwise stated within the Task Orders)

1.0 INTRODUCTION

1.1 Statement of Work

This **Time and Materials/Labor Hour Statement of Work (T&M/LHSOW)** provides for Systems Engineering and Technical Assistance (SETA) to the Department of Homeland Security (DHS) within the Science and Technology (DHS (S&T)) Directorate. SETA support will include program and technical management, program planning and oversight, technical evaluation, project analysis, risk mitigation, data development and management, and other financial, human resources, information technology, security, general administrative, and technical support for current, potential, and proposed DHS technology programs. DHS S&T requires this support to conduct its research projects more effectively and efficiently, and to facilitate its efforts to introduce and enhance technological products, services, systems, and capabilities to Federal, state, local, and tribal law enforcement organizations.

It is particularly important that support to DHS S&T be structured in a way to avoid disruption of the development of the vital technologies it sponsors. This support requires not only an in-depth, demonstrated understanding of DHS (S&T)'s technology projects, practices, policies, and procedures, but the ability to respond promptly to changing Directorate requirements. It is critical that the Contractor selected be capable of providing personnel with sufficient background and expertise to effectively support the broad range of DHS (S&T)'s Research, Development, Test, and Evaluation initiatives.

The contract mainly will support the following Business Units and Directorate agencies: DHS (S&T) mission.

- Directorate Front Office (FO): Includes the Chief of Staff, Chief Financial Officer, Chief Information Officer, Human Resources, Security, Facilities, and Weapons of Mass Destruction Operations and Incident Management (WMDO-IM)
- Plans, Programs and Budget (PPB)
- Office of Research and Development (ORD)
- Office of Systems Engineering and Development (SED)
- Homeland Security Advanced Research Projects Agency (HSARPA)

The DHS (S&T) directorates requires SETA support during several phases of planning, programming, acquisition, and implementation cycles of various Homeland Security and Government systems. Support shall complement the Government's technical expertise in accomplishing its mission.

1.2 Mission

The mission of DHS is to: Lead the unified national effort to secure the United States. The Department will prevent and deter terrorist attacks and protect against and respond to

threats and hazards to the nation. We will ensure safe and secure borders, welcome lawful immigrants and visitors, and promote the free-flow of commerce.

The mission of DHS (S&T) is to: Conduct, stimulate and enable research, development, test, evaluation and timely transition of homeland security capabilities to Federal, State and local operational end-users. DHS (S&T) coordinates and conducts the nation's homeland security research and development needs. These urgent needs include, but are not limited to, the following:

- Development of biological and chemical countermeasures to reduce the probability and impact of terrorist attacks,
- Development of countermeasures against explosive attacks against citizens, infrastructures, and transportation targets,
- Coordination with intra and interdepartmental entities for chemical, biological, radiological, nuclear, and high explosive (CBRNE) response and operations; principal S&T Directorate interface for coordinating with interagency entities for CBRNE related activities, to include exercise participation.
- Development of technologies that could assist DHS units to perform their existing missions,
- Analysis of threats and assessments of vulnerabilities, especially in information technology,
- Development of a standards program for homeland security technologies to ensure integration and interoperability of systems used to secure the homeland, and
- Funding of university research and basic research in support of homeland security.

Many of the above mission responsibilities are interrelated, and entail specific relationships with other civilian agencies and military commands of both the United States and its Allies.

The missions of DHS S&T Business Units are:

- **Office of Plans, Programs, and Budget (PPB):** Focus for activities that ensure the development and continuing innovation of programs to meet both short-term and long-term goals in accordance with national policies. Portfolio managers within this office partner with operational end-users to identify requirements, create RDT&E portfolios with strategic initiatives to address these requirements, and prioritize investments in S&T to produce effective and needed capabilities, equipment, and systems. This office also provides policy coordination with other federal agencies and the international community, develops standards for homeland security equipment, and carries out the Department's Safety Act responsibilities.
- **Office of Research and Development (ORD):** Executes intramural RDT&E programs within the national and federal laboratories and the nation's universities. The office supports university and fellowship programs, and provides the nation an enduring research and development complex dedicated to homeland security.

- **Homeland Security Advanced Research Projects Agency (HSARPA):** Engages, through competitive contracting, industry, and academia in innovative research and development, rapid prototyping, and technology transfer to meet operational needs.
- **Office of Systems Engineering and Development (SED):** Transitions large-scale or pilot systems to the field through a rapid, efficient, and disciplined project management process. Critical functions include operational tasks and evaluations, systems development and demonstration, and pre-production qualifications.

2.0 DELIVERABLES: Deliverables will take the form of software, presentations and written reports and analysis in the Contractor's format unless otherwise specified.

3.0 GOVERNMENT FURNISHED SERVICES: Government property support to the Contractor shall be in accordance with Federal Acquisition Regulations (FAR) Subpart 45.3 "Providing Government Property to Contractors." When the Contractor is required to work in a Government facility, the Government may furnish or make available working space, equipment and network access. Parking facilities will not be provided, however, several private (pay) parking facilities are located in the area. Copies of required materials cited in the SOW will be provided to the contractor in hard copy and/or soft copy. All materials remain Government property, and will be returned to the COTR upon request or at the end of the period of performance. DHS (S&T) members will be available for technical exchanges with the Contractor, and will provide technical input, answer questions, review completed work, and provide feedback regarding contract efforts.

4.0 GENERAL INFORMATION

4.1 Governmental Supervision of Contractor Employees:

Work Hours: When working on Government sites, normal duty hours are 8:00 am - 5:00 pm, Monday through Friday, unless otherwise specified by the DHS S&T Directorate. Circumstances may require the Contractor provide services after normal duty hours. In the event of a shutdown for any reason, the Government will not be liable for Contractors' costs incurred during this period except to the extent agreed in advance by the COTR/PO.

4.2 Legal Holidays: The DHS S&T office normally is closed on Government Holidays. If work is necessary, the Contractor must make arrangements with the Government Supervisor prior to the Holiday. The Government observes the following 10 Federal Holidays:

- New Year's Day**
- Martin Luther King's Birthday**
- President's Day**
- Memorial Day**
- Independence Day**
- Labor Day**
- Columbus Day**
- Veteran's Day**
- Thanksgiving Day**
- Christmas Day**

4.3 Security Requirements: The Department of Homeland Security (DHS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), may require access to classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 12958, "Classified National Security Information," Executive Order 12829 "National Industrial Security Program," and supplementing directives. The following from Clause 52.204-2, "Security Requirements," also apply:

SECURITY REQUIREMENTS (52.204-2) (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "CONFIDENTIAL," "SECRET," or "TOP SECRET."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the "National Industrial Security Program Operating Manual" (DOD 5220.22-M), and (2) any revisions to that manual, notice of which will be furnished to the Contractor.

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

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

Contract security classification specifications will be as provided in a DD Form 254-E to accompany the Request for Quotation (RFQ), see attachment 3. It is anticipated the following will be specified (paragraphs correspond to the DD Form 254-e):

- Paragraph 10: The contract will require access to:
 - a. Communications Security (COMSEC) Information
 - b. Restricted Data
 - d. Formerly Restricted Data
 - e.(1). Sensitive Compartmented Information (SCI)
 - f. Special Access Information
 - j. FOR OFFICIAL USE ONLY Information

k. Other (Sensitive But Classified (SBU) and Law Enforcement Sensitive (LES))

• Paragraph 11: In performing this contract, the Contractor will:

c. Receive and Generate Classified Material

g. Be Authorized to Use the Services of Defense Technical Information Center (DTIC) or Other Secondary Distribution Center

j. Have Operations Security (OPSEC) Requirements

k. Be Authorized to Use the Defense Courier Service

4.4 Information Technology Security Training and Oversight

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

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

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

4.5 Performance of Services During Crisis: The Government on a quarterly basis will advise the Contractor on which SETA positions are deemed mission essential. Performance of services during any crisis declared by the President of the United States or the Secretary of Homeland Security is required for mission essential SETA positions.

4.6 Travel Requirements: Should Contractor travel be required, it must be submitted to the COTR for approval. All travel shall be in accordance with Federal Travel Regulations (FTR). For reimbursement of travel and associated direct costs, the Contractor shall provide appropriate supporting documentation.

DEPARTMENT DEFENSE		1 CLEARANCE AND SAFEGUARDING	
CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		a. FACILITY CLEARANCE REQUIRED TOP SECRET	
		b. LEVEL OF SAFEGUARDING REQUIRED TOP SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER HSHQPA-05-A-00058	<input checked="" type="checkbox"/> b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/> a. ORIGINAL (Complete data in all cases) Date (YYMMDD) 05/08/25	<input type="checkbox"/> b. REVISED (Supersedes all previous specs) Revision No.
<input checked="" type="checkbox"/> c. SOLICITATION OR OTHER NUMBER HSHQPB-05-Q00003	Due Date (YYMMDD)	<input type="checkbox"/> c. FINAL (Complete item 5 in all cases)	Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <small>NO. If Yes, complete the following:</small> Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <small>NO. If Yes, complete the following:</small> In Response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE Booz Allen Hamilton 8323 Greensboro Drive McLean, VA 22102-3838		b. CAGE CODE 17038	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 7010 Little River Turnpike, Suite 430 Annandale, VA 22003
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
8. ACTUAL PERFORMANCE			
a. NAME, ADDRESS, AND ZIP CODE Booz Allen Hamilton 8323 Greensboro Drive McLean, VA 22102-3838		b. CAGE CODE 17038	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 7010 Little River Turnpike, Suite 430 Annandale, VA 22003
9. GENERAL IDENTIFICATION OF THE PROCUREMENT (U) Contractor Provide professional engineering services (SETA) for the Department of Homeland Security (DHS), Defense Nuclear Detection Office (DNDO).			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
b. RESTRICTED DATA	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:		e. PERFORM SERVICES ONLY	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(2) Non-SCI	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
g. NATO INFORMATION	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	l. OTHER (Specify)	
k. OTHER (Specify) Sensitive But Unclassified (SBU) SEE ITEM 13 & 14	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		

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

Direct Through (Specify): **RELEASE OF CLASSIFIED INFORMATION WITHOUT PRIOR APPROVAL FROM DHS IS STRICTLY PROHIBITED**

The contractor is responsible for obtaining approval from DHS DND and the Office of Security prior to release of any information received or generated under this contract. **NO SCI or SAP INFORMATION MAY BE RELEASED TO THE PUBLIC AT ANY TIME.**

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

Ref 10 a./11 b. **COMSEC Information** should be handled in accordance with applicable national directives and DHS instructions from DHS COMSEC Custodian, Mr. Scott Oglesby, who can be contacted at (202) 401-1079. Contractor is authorized to use U.S. Government cryptographic equipment. Access to classified COMSEC information requires a final U.S. Government clearance at the appropriate level. Further disclosure of COMSEC information by a contractor, to include subcontracting requires prior approval of the contracting activity. Contractor shall request COMSEC guidance and verify that a copy of the NISPOM and NSA Manual 90-1 was requested on their behalf from NSA.

Ref 10 b./d. Contractor is authorized access to RD. Access to RD requires a final US Government clearance. Subcontracting requires prior approval of the Government's Contracting Officer's Technical Representative (COTR) or designated Project Officer (PO). Contractors should process their clearance request through their Government COR and DHS Personnel Security Division. For questions pertaining to Certification of contractors in accordance with 10 Code of Federal Regulations 1045; Derivative RD Classifiers, contractors should contact Mr. Mike Taylor, at (202) 772-5012.

Ref 10e.(1)(2), **SCI/Non-SCI:** All contractor personnel requiring access to SCI or Non-SCI information must be U.S. citizens, have been granted a final Top Secret security clearance by the U.S. Government, have been approved as meeting DCID 6/4 criteria by DHS CSO, and have been indoctrinated for the applicable compartments of SCI access prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information under this contract. SCI or Non-SCI information associated with this contract shall not be released to subcontractors without permission of the DHS CSO.

Ref. 10 j/10 k. **FOUO and Law Enforcement Sensitive:** The contractor is responsible for handling and marking FOUO information in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information." Dated January 6, 2005. Furthermore, DHS employees and contractors must sign a special Non-Disclosure Agreement before receiving access to unclassified FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (202) 772-5012.

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

Ref Item 10 f. (SAP) Prior approval is required; COTR and Contractor shall make prior coordination with DHS SSPD prior to issuance of award to subcontracting. **"DHS/OS/SSPD CONCURS THAT EXCEPTIONAL SECURITY MEASURES ARE NECESSARY, MEASURES THAT ARE ABOVE AND BEYOND NORMAL SECURITY MEASURES."**

	X	Yes	No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

Ref. 10.e.(2) **"DHS/OS/SSPD CONCURS AND APPROVES THE "NEED-TO-KNOW" AT THE SCI, Non-SCI LEVEL"**

Jose Salazar Date: 26 Aug 2005

Clearances: Access to intelligence information requires a final US Government clearance.
Subcontracting: Subcontracting requires prior approval of the GCA. The DSS (CSO) does not conduct inspections for Sensitive Compartmented Information (SCI), but retains responsibility for all non-SCI classified material released to/or developed under the contract and held by the contractor.

	X	Yes	No

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

a. TYPED NAME OF CERTIFYING OFFICIAL Jose Salazar	b. TITLE Program Manager Industrial Security Program	c. TELEPHONE (include Area Code) (202) 772-5073
---	--	---

d. ADDRESS (include Zip Code)
Department of Homeland Security
Office of Security
Washington D.C. 20528

e. SIGNATURE
Jose Salazar

17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input checked="" type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUB CONTRACTOR
<input checked="" type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

DD Form 254 -- Continuation to Contract # HSHQPA-05-A-00058

page 3 of 3

Block 13 Security Guidance Continued:

Ref 11.a. Contract performance is restricted to the contractors' facility, and DHS Government buildings located in and around the metropolitan area of Washington, D.C. All contractor personnel must: be U.S. citizens, have been granted a final security clearance by the U.S. Government, have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under the Blanket Purchase Agreement (contract). Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract without the express permission of the CSO through the DHS Personnel Division (DHS/PD). Interim Top Secret Clearances are not accepted by DHS. All SCI work is to be performed at the Government Site. The contractor and the Contracting Officer Technical Representative or other delegated representative will revalidate all SCI and SAP billets under the contract with SSPD annually or when a revised DD Form 254 is issued, whichever is sooner.

Ref 11.c. The contractor shall derivatively classify newly created information associated with this effort based on the classification guidance provided through existing classified sources. All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on "Marking Classified National Security Information" dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division, at telephone (202) 358-1438. All classified information received or generated under this contract is the property of the U.S. Government. At the termination or expiration of this contract, the Government will issue a final DD Form 254 issue the contractor proper disposition instructions.

Contractor Requirements with regards to Intelligence Information: Intelligence material and information, either furnished by DHS or generated during the performance of this contract, will not be:

1. Reproduced without prior approval of the originator of the material. All intelligence material shall bear a prohibition against reproduction while in the Contractor's custody
2. Released to foreign nationals or immigrant aliens whom the Contractor may employ, regardless of their security clearance or access authorization, except with the specific permission of DHS SSPD via the COTR
3. Released to any activity or person of the Contractor's organization not directly engaged in providing services under the contract or to another Contractor (including Subcontractors), Government agency, private individual, or organization with prior approval of the originator of the material, and prior approval and certification of need-to-know by COTR thru DHS SSPD.

Intelligence material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration of the contract, all intelligence released and any material using data from the intelligence must be returned to the COTR or DHS SSPD for final disposition. The Contractor shall maintain such records as will permit them to furnish, on demand, the names of individuals who have access to intelligence material in their custody. Access to intelligence data will only be through cognizant Government program managers/project engineers; independent access is not inferred or intended. Classified intelligence information, even if it bears no control markings, will not be released in any form to foreign nationals or immigrant aliens (including U.S. Government employed, utilized or integrated foreign nationals and immigrant aliens) without permission of the originator. The Contractor will maintain records and must furnish on demand, the names of individuals who have access to intelligence material in the Contractor's custody.

Ref Item 11g Defense Technical Information Center (DTIC) Services is required. A DD Form 1540 and DD Form 2345 must be submitted for registration with DTIC. The COTR shall be consulted to certify need-to-know on these forms.

Ref Item 11j: As a means of increasing effectiveness across the board, contractor should address through an OPSEC Plan how the company plans to identify those activities likely to produce intelligence for an adversary. Contractors shall contact DHS OPSEC Division at 202-772-5064 for further OPSEC guidance.

Ref Item 11k: The contractor is responsible for requesting thru COTR, DCS services from: Commander, Defense Courier Service, ATTN: Operations Division, Fort George G. Meade, Maryland, 20755-5370.



U.S. General Services
Federal Supply Service



Search by schedule number

Contract Clauses For Schedule : 871 - Solicitation: FCXB-B2-990001-B Refresh 9

Clause Number	Clause Title	Issue Date	Clause
52.202-1	DEFINITIONS 2.201	JUN 2004	
52.203-3	GRATUITIES	APR 1984	
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003	
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997	(ALTERNATE IV-C (VARIATION I-SE
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1997	(ALTERNATE IV - (VARIATION I-AL
52.215-6	PLACE OF PERFORMANCE	OCT 1997	
52.216-18	ORDERING	OCT 1995	
52.216-19	ORDER LIMITATIONS	OCT 1995	(VARIATION I-AL
52.216-22	INDEFINITE QUANTITY	OCT 1995	(VARIATION-OCT
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999	
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993	
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	(ALTERNATE I-JU
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003	
52.227-14	RIGHTS IN DATA-GENERAL	JUN 1987	
52.232-17	INTEREST	JUN 1996	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999	
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	FEB 2002	(ALTERNATE II-F
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	
52.242-13	BANKRUPTCY	JUL 1995	

52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	
52.247-34	F.O.B. DESTINATION	NOV 1991	
552.211-74	CHARGES FOR MARKING	FEB 1996	
552.211-75	PRESERVATION, PACKAGING, AND PACKING	FEB 1996	(ALTERNATE I - M
552.211-77	PACKING LIST	FEB 1996	
552.211-78	COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE)	JUL 2001	(VARIATION)
552.215-72	PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION	AUG 1997	
552.216-70	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE CONTRACTS	SEP 1999	(ALTERNATE I-SE
552.216-72	PLACEMENT OF ORDERS	SEP 1999	(ALTERNATE III -
552.216-73	ORDERING INFORMATION	SEP 1999	(ALTERNATE II-S
552.223-71	NONCONFORMING HAZARDOUS MATERIALS	SEP 1999	
552.229-71	FEDERAL EXCISE TAX-DC GOVERNMENT	SEP 1999	
552.232-23	ASSIGNMENT OF CLAIMS	SEP 1999	
552.232-74	INVOICE PAYMENTS	SEP 1999	
552.232-77	PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD	MAR 2000	(ALTERNATE I-M,
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS	SEP 1999	(ALTERNATE I-M,
552.238-73	CANCELLATION	SEP 1999	
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING	JUL 2003	
552.238-75	PRICE REDUCTIONS	MAY 2004	
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE)	JUL 2000	
552.246-73	WARRANTY-MULTIPLE AWARD SCHEDULE	MAR 2000	(ALTERNATE I - M
B-FSS-96	ESTIMATED SALES	NOV 1997	
C-FCXE-02	MOST FAVORED CUSTOMER	DEC 2001	
C-FSS-370	CONTRACTOR TASKS / SPECIAL REQUIREMENTS	NOV 2003	
C-FSS-411	FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS	OCT 1992	
C-FSS-425	WORKMANSHIP	OCT 1988	
CITC-FCXB-330	INDEMNIFICATION FOR SERVICES RENDERED	MAR 1998	
CITC-FSS-FCXC-140	GSA CONTRACTING OFFICER'S AUTHORITY	JUL 1997	
CSP-1	COMMERCIAL SALES PRACTICES FORMAT		871
D-FSS-456	PACKAGING AND PACKING	APR 1984	
E-FSS-516	PRODUCTION POINT AND INSPECTION INFORMATION	MAR 1990	
F-FSS-202-G	DELIVERY PRICES	JAN 1994	
FCX-FSS-16	ORGANIZATIONAL CONFLICTS OF INTEREST		
G-FSS-900-C	CONTACT FOR CONTRACT ADMINISTRATION	JUL 2003	
G-FSS-907	ORDER ACKNOWLEDGEMENT	APR 1984	
G-FSS-910	DELIVERIES BEYOND THE CONTRACTUAL PERIOD-PLACING OF ORDERS	OCT 1988	

I-FSS-103	SCOPE OF CONTRACT-WORLDWIDE	JUL 2002
I-FSS-106	GUARANTEED MINIMUM	JUL 2003
I-FSS-108	CLAUSES FOR OVERSEAS COVERAGE	MAY 2000
I-FSS-109	ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS	MAR 1998
I-FSS-125	REQUIREMENTS EXCEEDING THE MAXIMUM ORDER	SEP 1999
I-FSS-140-B	URGENT REQUIREMENTS	JAN 1994
I-FSS-163	OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN)	APR 2000
I-FSS-249-B	DEFAULT	MAY 2000
I-FSS-314	FOREIGN TAXES AND DUTIES	DEC 1990
I-FSS-40	CONTRACTOR TEAM ARRANGEMENTS	JUL 2003
I-FSS-50	PERFORMANCE REPORTING REQUIREMENTS	FEB 1995
I-FSS-550-B	YEAR 2000 WARRANTY-COMMERCIAL SUPPLY ITEMS	JAN 1999
I-FSS-597	GSA ADVANTAGE!	SEP 2000
I-FSS-599	ELECTRONIC COMMERCE-FACNET	APR 1997
I-FSS-60	PERFORMANCE INCENTIVES	APR 2000
I-FSS-639	CONTRACT SALES CRITERIA	MAR 2002
I-FSS-646	BLANKET PURCHASE AGREEMENTS	MAY 2000
I-FSS-680	DISSEMINATION OF INFORMATION BY CONTRACTOR	APR 1984
I-FSS-95	RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS	JUN 2003
I-FSS-965	INTERPRETATION OF CONTRACT REQUIREMENTS	APR 1984
I-FSS-969	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE	JAN 2002
K-FSS-1	AUTHORIZED NEGOTIATORS	MAR 1998
K-FSS-9	SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM	SEP 2000
PES-FCXB-070	SPECIAL PROVISIONS FOR TASK ORDERS	MAR 1947
PES-FCXB-210	SECURITY CLEARANCES	MAR 1947
PES-FSS-101	ADDENDUM TO CONTRACT PRICE LIST	MAR 1947
PES-G-FSS-914-A	CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS	MAY 2000
PES-I-FSS-600	CONTRACT PRICE LISTS	JUL 2002
PES-I-FSS-644	DEALERS AND SUPPLIERS	OCT 1988

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 1
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 11/23/2005	4 REQUESTION/PURCHASE REQ NO	5 PROJECT NO (if applicable)
6 ISSUED BY Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS	7 ADMINISTERED BY (if other than item 6) Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS
8 NAME AND ADDRESS OF CONTRACTOR (pls. street, county, state and ZIP Code) BOOZ ALLEN HAMILTON ALISTON DIANE TARRANT 8323 GREENSBORO DRIVE MCLEAN VA 22102-3838		9A AMENDMENT OF SOLICITATION NO	
CODE 006928857 FACILITY CODE		9B DATED (SEE ITEM 11)	
		X 10A MODIFICATION OF CONTRACT/ORDER NO HSHQPA-05-A-00058	
		10B DATED (SEE ITEM 11) 08/18/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing items 8 and 18 and returning copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the above hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

NA

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

<input type="checkbox"/> A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
<input type="checkbox"/> B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 48.1000
<input type="checkbox"/> C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/> D OTHER (Specify type of modification and authority) Bi-Lateral Modification made by mutual agreement of the parties.

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

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

GGA Contract #: GS-23P-0025K

Tax ID Number: (b)(14)

DUNS Number: 006928857

The purpose of this modification is to incorporate a BPA clause for Local Travel.

a. Clause No. 16.1, LOCAL TRAVEL, is hereby incorporated and made part of this BPA. Attached pages 10 through 12 incorporates this clause in full text.

b. All other terms and conditions of the BPA remain unchanged.

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

15A NAME AND TITLE OF SIGNER (Type or print) Charles P. Zukow, Vice President	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brenda Brady
15B CONTRACTING OFFICER Charles P. Zukow	16B UNITED STATES OF AMERICA
15C DATE SIGNED 11/29/05	16C DATE SIGNED 11-29-05

FORM 7840-01-100-0070
Previous edition obsolete

STANDARD FORM 30 (REV 10-03)
Prescribed by GSA
FAR (48 CFR) 53.243

Department of Homeland Security
Blanket Purchase Agreement Number - HSHQPA-05-A-00058
GSA Contract Number - GS-23F-0025K/BAH
Professional Engineering Services - FSC 871

For each TO, the Contractor shall identify all subcontractor(s) and consultant(s) which the Contractor plans to assign to the TO. The Contractor shall obtain Contracting Officer approval prior to making the final selection of the subcontractor(s) or consultant(s) or prior to making a substitution once the TO is issued.

14.0 SURVEILLANCE AND ACCEPTANCE OF SERVICES

The Contracting Officer's delegated COTR shall perform surveillance over the Contractor's performance ensuring that efficient methods for performance and effective cost controls are being used, and shall accordingly accept or reject work and associated deliverables.

15.0 AUTHORIZED BPA USERS

Only authorized DHS/Science and Technology Directorate personnel will be users of the BPA.

16.0 TRAVEL DOMESTIC AND FOREIGN:

- (a) All travel shall be in accordance with the Federal Travel Regulation (FTR) and must follow DHS, S&T Domestic and Foreign travel policy and procedures.
- (b) The COTR must authorize in advance, and in writing Contractor employee travel that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of DHS, S&T.
- (c) The Contractor may provide written notice to the COTR via email.
- (d) The Contractor shall submit to the COTR, a travel report, in a format acceptable to the COTR, no later than fifteen (15) days after the conclusion of the travel.

16.1 LOCAL TRAVEL:

(a) General: Local area travel costs incurred by contractor and subcontractor personnel on official Department of Homeland Security Science and Technology (DHS S&T) business are allowable, subject to the following provisions:

1. Local area travel is defined as a directed or authorized trip on DHS S&T business within the Washington DC Local Commuting Area (see paragraph of that title below). It is to be completed within one (1) day or less. It may include consecutive day trips to attend conferences and meetings lasting more than one (1) day.

Department of Homeland Security
Blanket Purchase Agreement Number - HSHQPA-05-A-00058
GSA Contract Number - GS-23F-0025K/BAH
Professional Engineering Services - FSC 871

2. Contractors and subcontractors may be reimbursed for actual cost of local travel by bus, train, taxi, or other public transportation.
3. Travel by Personally Owned Conveyance (POC) will be reimbursed at the Government established rate per mile for the distance actually traveled via the most direct route, plus the actual cost of parking and toll fees.
4. Only those meals covered under a conference, seminar, or training registration fee, and which were arranged by the event sponsor as an integral part of the function, will be reimbursed. No other meals will be reimbursed under local area travel claims
5. Lodging costs are not reimbursable for local area travel.

(b) Reimbursement Procedure: Because local area travel is frequent and irregular, and the cost per trip normally is minimal, reimbursement vouchers will not be submitted for each individual trip. Instead, Prime contractor (who is responsible for collecting local travel data from their subcontractor) will submit one request to be reimbursed which consolidates all local area trips taken during the month. Requests may be submitted via e-mail. The Prime Contractor shall have available (on file) supporting data for each trip billed during the month which includes location/destination, date, numbers of miles and other related expenses. Although expense vouchers are not required, any single expense in excess of \$75.00 will require a receipt, which will also be maintained by the Prime Contractor. Forward requests for travel reimbursement through the SETA Contract COIR to certify for payment.

(c) Local Area: The Government has specified that reimbursement of transportation expenses is authorized for those local areas:

1. Within the limits of the metropolitan area where the normal place of work is located, i.e., 1120 N. Vermont Avenue. The "metropolitan area" is defined as those locations ordinarily served by local common carriers; or
2. Within a local commuting area of the normal work site, the boundaries of which will be determined by the official directing travel; or
3. Separate cities, towns, or counties adjacent to or close to each other, within which the commuting public travels during normal business hours on a daily basis

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 04/12/2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS	7. ADMINISTERED BY (if other than item 6) Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528	CODE DHS
8. NAME AND ADDRESS OF CONTRACTOR (i.e., street, county, state and ZIP Code) BOOZ ALLEN HAMILTON ATTENTION DIANE TARRANT 8323 GREENSBORO DRIVE MCLEAN VA 22102-3838		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 006928857 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ESHQPA-05-A-00058 10B. DATED (SEE ITEM 11) 08/18/2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A			

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

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

Bi-Lateral Modification made by mutual agreement of the parties.

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 GSA Contract #: GS-23F-0025K
 DUNS Number: 006928857
 The purpose of this modification is to incorporate Clauses for applicable to travel in war-hazard zones and expand clause 16.0 of the SOW, Travel Domestic and Foreign.
 a. The following clauses are hereby added and made part of this BPA (full text attached):
 FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)
 FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
 b. SOW, Para 16.0, Travel Domestic and Foreign, page 10, Add: (e) There may be occasional requirements to have contractor personnel travel to War-Hazard zones. This type of travel
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) CHARLES J. ZUMHORSKI VP	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brenda Brady
15B. CONTRACTOR OFFICER <i>Charles J. Zumhorski</i>	18B. UNITED STATES OF AMERICA <i>Brenda Brady</i>
15C. DATE SIGNED 4/12/06	18C. DATE SIGNED 4/13/06

15B. (Signature of person executing this copy)
18B. (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQPA-05-A-00058/P00002

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
 BOOZ ALLEN HAMILTON

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>will require COTR and CO approval.</p> <p>c. All other terms and conditions of the BPA remain unchanged.</p>				

52.228-3 Workers' Compensation Insurance (Defense Base Act).

As prescribed in 28.309(a), insert the following clause:

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas.

As prescribed in 28.309(b), insert the following clause:

WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701, *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; *e.g.*, the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

2 AMENDMENT/MODIFICATION NO 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO. 5 PROJECT NO. (if applicable)
 P00003 See Block 16C RSUS-09-00030

6 ISSUED BY CODE 7 ADMINISTERED BY (if other than Item 6) CODE
 DHS/OPO/S&T/EXBO DHS/OPO/S&T/EXBO

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

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A AMENDMENT OF SOLICITATION NO.
 BOOZ ALLEN HAMILTON (X)

ATTENTION DLANE TARRANT 9B DATED (SEE ITEM 11)
 8323 GREENSBORO DRIVE

MCLEAN VA 22102-3838 X 10A MODIFICATION OF CONTRACT/ORDER NO.
 HSHQPA-05-A-00058

10B DATED (SEE ITEM 11)
 08/18/2005

CODE 006928857 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 GSA Contract #: GS-23F-0025K
 DUNS Number: 006928857

The purpose of this modification is to (1) acknowledge the execution of an Assignment of Claims under this Blanket Purchase Agreement [BPA], (2) incorporate a "General Statement for Information Technology Systems" clause into the Agreement, and (3) make a correction to a previously issued BPA modification.

1. This modification acknowledges the execution of the Assignment of Claims. (See "Attachment A: Notice of Assignment of Claims".)

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA 15E. SIGNATURE OF CONTRACTING OFFICER 15F. DATE SIGNED
 Charles P. Zahoski, Vice President Joseph F. Wolfinger
 Charles P. Zahoski 02/24/09 [Signature] 2/25/2009
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQPA-05-A-00058/P00003

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 2 | 3

NAME OF OFFEROR OR CONTRACTOR
 BOOZ ALLEN HAMILTON

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>As noted, all payments due or to become due under the contract described above should be made to the following address:</p> <p>ABA Number: (b) (4) Account Name: Booz Allen Hamilton, Inc. Account Number: (b) (4) Attention: (b) (4)</p> <p>As such, it is agreed that the Contractor (Booz Allen Hamilton) will update all systems from wherein the Government will derive the Contractor's information to make payment—to include the Central Contractor Registration (CCR)—to reflect the above-stated payment receipt address.</p> <p>2. This modification also incorporates the attached "General Statement for Information Technology Systems" clause into the Agreement. (See "Attachment B: General Statement for Information Technology Systems.")</p> <p>3. Modification P00013 to HSHQPA-05-A-00058/Call HSHQDC-05-J-00059 (which was applicable to the whole BPA and not just the Call) erroneously stated,</p> <p>"Reference SOW Para 1.3.1 is revised as follows: "All contractor personnel employed under this contract, including sub-contractors, are required to have a suitability check. The nature of this work will at times require a Secret (Interim Secret acceptable); or a Top Secret Clearance. The need for a Secret or Top Secret Clearance will be stated in the applicable Task Order SOW."</p> <p>This modification hereby corrects this paragraph to read as follows:</p> <p>"Reference Statement of Work (SOW) Paragraph 1.3.1 is revised as follows: "All contractor personnel employed under this contract, including sub-contractors, who require unescorted (staff like) access to Department of Homeland Security Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
 HSHQPA-05-A-00058/P00003

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NAME OF OFFEROR OR CONTRACTOR
 BOOZ ALLEN HAMILTON

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(DHS)-owned facilities, DHS-controlled facilities or commercial facilities operating on behalf of DHS; access to DHS information technology (IT) systems and the system's data; or access to Sensitive Government Information are required to have a suitability check completed prior to employment. The nature of this work may require a Secret (Interim Secret acceptable); or a Top Secret Clearance. The need for a Secret or Top Secret Clearance will be stated in the applicable Task Order SOW."</p> <p>All other terms and conditions remain unchanged.</p>				

Attachment A: Notice of Assignment of Claims

NOTICE OF ASSIGNMENT OF CLAIMS UNDER GOVERNMENT CONTRACT

August 14, 2008

To: DHS Office of Procurement Management
245 Murry Drive
Building 410
Washington DC 20528

This has reference to United States Government Contract No. **HSHQPA-05-A-0058**, dated **08/25/2005**, as amended, entered into by and between the United States of America, as **DHS Office of Procurement Management**, and **BOOZ ALLEN HAMILTON INC.**

PLEASE TAKE NOTICE that, pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727, 41 U.S.C. § 15), all moneys due or to become due to **BOOZ ALLEN HAMILTON INC.** under the contract described above, as it may be modified from time to time, have been assigned to **CREDIT SUISSE**, as collateral agent for the secured parties under the Credit Agreement referred to in the Assignment of Claims Under Government Contract referred to below, as Assignee.

A true copy of the Assignment of Claims Under Government Contract, executed by **BOOZ ALLEN HAMILTON INC.**, dated **AUGUST 14, 2008**, which is the instrument of assignment, is attached to the original of this Notice of Assignment of Claims Under Government Contract (this "Notice"). **CREDIT SUISSE** is the type of financing institution which meets the criteria of the Assignment of Claims Act of 1940, as amended.

Payments due or to become due under the contract described above should be made to the following account:

ABA Number:	(b) (4)
Account Name:	Booz Allen Hamilton Inc.
Account Number:	(b) (4)
Attention:	(b) (4)
	Wachovia Bank, N.A.
	(b) (4)

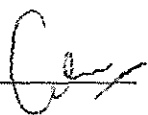
Please acknowledge receipt of this Notice by returning to CREDIT SUISSE the three enclosed copies of this Notice (together with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee) at the following address:

CREDIT SUISSE
One Madison Avenue
New York, NY 10010
Attn: Agency Manager

Very truly yours,

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

By: 
Name: JOHN D. TORONTO
Title: DIRECTOR

By: 
Name: SHAMBU MAHIK
Title: ASSOCIATE

ACKNOWLEDGMENT

Receipt is acknowledged of the above notice and of a copy of the instrument of assignment. They were received at

____ (a.m.)(p.m.) on 2-17-2009, 2008.

By: [Signature]
Name:
Title: Contracting Officer

On behalf of:

DHS Office of Procurement Management
245 Murry Drive
Building 410
Washington DC 20528

Contract #: HSHQPA-05-A-0058

Please sign this Acknowledgment and return all three copies to:

**CREDIT SUISSE
One Madison Avenue
New York, NY 10010
Attn: Agency Manager**

Assignment of Claims Under Government Contract

AUGUST 14, 2008

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, and pursuant to the Assignment of Claims Act of 1940 (Public Law No. 811, 76th Congress), as amended, BOOZ ALLEN HAMILTON INC. (the "Assignor") does hereby assign, transfer, set over and convey as collateral security to CREDIT SUISSE (the "Assignee" or the "Collateral Agent"), as collateral agent for the secured parties under the Credit Agreement, dated on or around July 31, 2008, among Explorer Investor Corporation, Explorer Merger Sub Corporation, the Assignor, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement, the Assignee, as Collateral Agent and Administrative Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement), all of Assignor's right, title and interest in and to all monies or other amounts due or to become due under:

that certain United States Government Contract No. HSHQPA-05-A-0058, as amended (the "Contract"), entered into by and between the United States of America (the "Government"), as **DHS Office of Procurement Management**, and Assignor, as BOOZ ALLEN HAMILTON INC., and any and all additions, amendments, change orders, supplements or other modifications, now or hereinafter in effect to or of the Contract.

This Assignment of Claims Under Government Contract (this "Assignment") is in addition to, and not in substitution for, all other assignments, security interests and other Liens granted by Assignor in favor of the Collateral Agent.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first above written.

BOOZ ALLEN HAMILTON INC.

By: 
Name: Carl R. Salzano
Title: Vice President

I hereby attest that I am an Assistant Secretary of BOOZ ALLEN HAMILTON INC. and that the above Assignment has been executed by a duly authorized representative of BOOZ ALLEN HAMILTON INC. In attestation thereof, I have this day impressed the corporate seal of BOOZ ALLEN HAMILTON INC. hereon.



Dated: August 14, 2008

By: [Signature]
Name: Christopher M Bellamy
Title: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as Assignee and Collateral Agent

By: [Signature]
Name: JOHN D. TORONTO
Title: DIRECTOR

By: [Signature]
Name: SHAHEN MALIK
Title: ASSOCIATE

Attachment B: General Statement for Information Technology Systems

All IT systems (as defined by DHS Management Directive 0007.1) being planned, designed, developed, modified, and maintained under this BPA for the Department of Homeland Security, Science and Technology Directorate (DHS-S&T), its customers, and/or with DHS data, shall align and comply with the following (and successor documents) at a minimum:

- DHS and/or S&T Federal Enterprise Architecture.
- OMB Circulars, including but not limited to:
 - OMB Circular A-11
 - OMB Circular A-130, Management of Federal Information Resources
 - OMB Circular A-123, Management's Responsibility for Internal Control
- Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194
- Certification and Accreditation - DHS Management Directive 4300 and NIST Special Publication 800-37, "Guide For The Security Certification and Accreditation of Federal Information System".
- Federal Regulations to the E-Government Act (including Privacy Impact Assessment),
- 44 U.S.C. Chapter 35, Paperwork Reduction Act
- Government Paperwork Elimination Act (GPEA), P.L 105-277
- 44 U.S.C. 3541, P.L. 107-347, Section III, Federal Information Security Management Act of 2002 (FISMA)
- DHS Management Directives including 0007.1, 4010.2, 102-01 (Appendix B – System Engineering Life Cycle), 4300.1 (and 4300A), 4900, and others as appropriate.
- DHS MD 4200.1 IT Capital Planning and Investment Control (CPIC) and Portfolio Management
- OMB and DHS policies, procedures, and practices for Capitalized Property and Internal Use Software, including:
 - OMB Circular A-136, "Financial Reporting Requirements"
 - DHS Financial Management Policy (FMP) 003, "Accounting for Internal Use Software"
 - DHS Capitalized Property Policies and Procedures - Chapter 11, "Accounting for Capitalized Property", Para 11.3 and 11.4
 - US Immigration and Customs Enforcement (ICE), Office of the Chief Financial Officer, "Internal Use Software Policies and Procedures"
- Guidance related to the Secure Coding Initiative and secure coding verification may also apply. Determination of compliance shall be made in writing by the S&T CIO.

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

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00004 See Block 16C OPO-09-00000

6. ISSUED BY CODE DHS/OPO/S&T/EXBOR 7. ADMINISTERED BY (If other than Item 6) CODE DHS/OPO/S&T/EXBOR

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

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 BOOZ ALLEN HAMILTON
 ATTENTION DIANE TARRANT
 8323 GREENSBORO DRIVE
 MCLEAN VA 22102-3838

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
 #SHQPA-05-A-00058

10B. DATED (SEE ITEM 13)
 08/18/2005

CODE 006928857 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

GSA Contract #: GS-23F-0025K
 DUNS Number: 006928857

The purpose of this modification is to (1) incorporate additional Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) clauses and (2) provide an electronic mail (e-mail) address for the submission of Contractor invoices.

1. This modification hereby incorporates the following clauses into the agreement:

- FAR 52.227-14 Rights in Data--General (DEC 2007)
 - FAR 52.227-16 Additional Data Requirements (JUN 1987)
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) CHARLES P. ZUBOSKI VICE PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joseph E. Wolfinger
15B. CONTRACTOR/ORDER NO. <i>Charles P. Zuboski</i>	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED MAY 18, 2009	16C. DATE SIGNED 5-19-2009
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQPA-05-A-00058/P00004

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 BOOZ ALLEN HAMILTON

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006)</p> <p>HSAR 3052.204-71 Contractor employee access (JUN 2006)</p> <p>HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)</p> <p>HSAR 3052.228-70 Insurance (DEC 2003)</p> <p>HSAR 3052.242-71 Dissemination of Contract Information (DEC 2003)</p> <p>HSAR 3052.242-72 Contracting Officer's Technical Representative (DEC 2003)</p> <p>2. In addition to sending its invoices to the Invoice Address shown on each Call, the Contractor is required to send an electronic copy of the invoice, via e-mail to the following address: SAT.Invoice.Consolidation@DHS.gov.</p> <p>The only exception to this requirement is Call Number HSHQDC-09-J-00047 (the "National Protection and Programs Directorate SETA (NPPD) SETA Support" Call). In the case of this Call, invoices are to be sent to the e-mail address listed in the Call.</p> <p>All other terms and conditions remain unchanged.</p>				

REQUEST FOR QUOTATION

1.0 RFQ NUMBER AND ISSUE DATE: HSHQPB-05-Q-00003
May 27, 2005

2.0 ISSUED BY:

Brenda Brady
Contracting Officer
DHS/OPO/S&T
U.S. Department of Homeland Security
Washington, DC 20528

3.0 FOR INFORMATION CONTACT:

Brenda Brady, e-mail: Brenda.Brady@dhs.gov

4.0 QUOTATION DUE DATE/TIME: June 17, 2005@ 3:00 PM EST

5.0 SUBMISSION OF QUOTATIONS: Submit an electronic Quotation on or before the date and time indicated in Section 4 above via email address:
DHSscienceandtechnologySETAsupport@dhs.gov

6.0 QUESTIONS: All questions regarding this Request for Quotation (RFQ) or the attached Statement of Work (SOW) shall be submitted via e-mail to Brenda Brady no later than COB **June 06, 2005**. Responses will be provided via e-mail to prospective Offerors no later than **COB June 08, 2005**.

7.0 STATEMENT OF WORK: The BPA SOW is in Section 15. The Task Order SOW, attachment 1.

8.0 PERIOD OF PERFORMANCE: The General Services Administration (GSA), Federal Supply Schedule 871 Single BPA shall be for five years, and the subsequent Time & Materials (T&M) Task Order shall be for a period of six months. Additional task orders will be let as necessary.

9.0 BPA CEILING:

9.1 The ceiling for the BPA will be \$250M with a period of performance of five years. The number is an estimate only, the Government is obligated only to the extent of authorized services actually performed.

May 27, 2005

VIA E-MAIL TRANSMITTAL

To: CONTRACTOR

Subject: **Request for Quotation (RFQ) – Federal Supply Schedule 871 – Professional Engineering Services (PES)**

Enclosed is a Request for Quotation (RFQ), Statement of Work (SOW) and deliverable requirement for a Single Blanket Purchase Agreement (BPA) and successive Task Order against Federal Supply Schedule 871. Not later than **3:00 PM on June 17, 2005** please provide this office with a Quotation, as specified in the attached RFQ and SOW.

If you should have any questions concerning this request, or if you require any information related to the attached, please contact me by email at Brenda.Brady@dhs.gov

Issuance of this RFQ does not constitute an award commitment on the part of Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of a quotation. In addition final award of any subsequent BPA and subsequent Task Order cannot be made until funds have been fully appropriated, allocated and obligated through the internal DHS procedures. While it is anticipated that these procedures will be successfully completed, the potential Offeror is hereby notified of these requirements and conditions for award.

Sincerely:

Brenda Brady
Contracting Officer
Office of Procurement
DHS/OPO/S&T

Enclosures

- 9.2 The Government anticipates awarding a Single BPA and an initial Task Order based upon the "best value" to DHS. Best value shall be determined by the criteria specified in Section 12.0 below.
- 9.3 The SOW identifies the required skills needed to perform this requirement and offerors are expected to provide the corresponding labor categories and qualifications in the GSA schedule categories as provided below. The prime contractor must have Schedule 871 SIN 1-6.

Category	Description
<u>871 1</u>	Strategic Planning for Technology Programs/Activities - Services required under this SIN involve the definition and interpretation of high-level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to an analysis of mission, program goals and objectives, requirements analysis, organizational performance assessment, special studies and analysis, training, privatization and outsourcing.
<u>871 2</u>	Concept Development and Requirements Analysis - Services required under this SIN involve abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development or enhancement of high level general performance specifications of a system, project, mission or activity. Typical associated tasks include, but are not limited to requirements analysis, cost/cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, technology conceptual designs, training, privatization and outsourcing.
<u>871 3</u>	System Design, Engineering and Integration - Services required under this SIN involve the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis/mitigation, traceability, and then integrating the various components to produce working prototype or model of the system. Typical associated tasks include, but are not limited to computer-aided design, design studies and analysis, high level detailed specification preparation, configuration management and document control, fabrication, assembly and simulation, modeling, training, privatization and outsourcing.
<u>871 4</u>	Test and Evaluation - Services required under this SIN involve the application of various techniques demonstrating that a prototype system (subsystem, program, project or activity) performs in accordance with the objectives outlined in the original design. Typical associated tasks include, but are not limited to testing of a prototype and first article(s) testing, environmental testing, independent verification and validation, reverse engineering, simulation and modeling (to test the feasibility of a concept), system safety, quality assurance, physical testing of the product or system, training, privatization and outsourcing.
<u>871 5</u>	Integrated Logistics Support - Services required under this SIN involve the analysis, planning and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their life cycles. Typical associated tasks include, but are not limited to ergonomic/human performance analysis, feasibility analysis, logistics planning, requirements determination,

policy standards/procedures development, long-term reliability and maintainability, training, privatization and outsourcing.

871.6 Acquisition and Life Cycle Management - Services required under this SIN involve all of the planning, budgetary, contract and systems/program management functions required to procure and/or produce, render operational and provide life cycle support (maintenance, repair, supplies, engineering specific logistics) to technology-based systems, activities, subsystems, projects, etc. Typical associated tasks include, but are not limited to operation and maintenance, program/project management, technology transfer/insertion, training, privatization and outsourcing.

10.0 QUOTATION FORMAT

THE GOVERNMENT INTENDS TO SELECT A CONTRACTOR FOR AWARD WITHOUT DISCUSSIONS. Therefore, each Offeror is urged to examine this solicitation in its entirety and to ensure that their Quotation contains all the necessary information, provides all required documentation, and is complete in all aspects.

All quotations received by the deadline will be reviewed for responsiveness to the statement of work outlined in Section 15.0.

You are also advised that any data contained in your quotation that shall not to be disclosed should be marked with the following legend on the cover page of quotation:

“This quotation includes data that should not be disclosed outside the U.S. Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this quotation. If however a BPA and successive Task Order is awarded to the offeror as a result of or in connection with the submission of this data, the U.S. Government shall have the right to duplicate, use or disclose the data to the extent provided in the BPA and Task Orders. The data subject to these restrictions are contained on pages _____, each page is marked as follows: ‘Use or disclosure of data contained on this page is subject to the restriction on the title page of this quotation.’”

10.1 A Quotation shall be submitted via a single email with five (5) attached Adobe PDF format files as detailed below. All information shall be confined to the appropriate part to facilitate independent evaluation. The total size for all four files must not be greater than 10 MB.

<u>PART NUMBER/TITLE</u>	<u>PAGE LIMITATION</u>
I - GENERAL	None
II - TECHNICAL (BPA)	25
III - PAST PERFORMANCE	15
IV - TASK ORDER PROPOSAL	50
V - PRICE (BPA AND Initial Task Order)	None

- 10.2 To aid in evaluation, written portions of the Quotations shall be clearly and concisely written as well as being neat, indexed (cross-indexed, as appropriate) and logically assembled. Pages (8-1/2 x 11 with 1" margins on all four sides) are to be typed in no less than 12-point (pitch) type. Vendors are cautioned that while a professional submission is desired, excessive "brochuremanship" is neither preferred nor beneficial. **Any cost/price information should be contained in PART V - PRICE only.** The desired format and contents of each of the required five (5) files of the Quotation are as follows:

PART I, GENERAL

At a minimum, this part shall contain: (A) Offeror's GSA Schedule Number; (b) a copy of Offeror's schedule; and (c) name, address, and telephone number of Offeror (contracting, business and security POC). Any cover letter forwarding the Quotation shall be contained in this part only.

PART II, TECHNICAL

The Offeror shall address the capability of the Contractor's organization to perform the work which demonstrates a comprehensive understanding of the requirements. The Contractor shall provide their technical approach for the requirement and proposed staffing mix, to include procedure for staffing Technical Surges when they occur. The proposal shall include the contractor's ability to quickly staff at the required skill levels, as well as the employee Clearances as required.

The contractor shall provide resumes of their key personnel. Key Personnel are defined in Section 19.0 Key Personnel Resumes shall be a maximum of 2 pages each. Resumes shall provide the name, role, labor category, years of relevant experience and education.

All proposed Key Personnel require letters of commitment. The offeror shall provide letters of commitment from current employees that state that they will remain employed by the offeror and will work on the resulting contract, if awarded to the offeror. Letters of commitment must be submitted for contingent hires, which is defined as a person who is not currently employed but has executed a binding letter of commitment for employment with the offeror, if award is received. Letters of commitment should be current (within 30 days of proposal submission) and dated. Offeror shall notify DHS immediately of any changes to Key Personnel.

This volume shall also address the Offeror's approach to any teaming arrangement(s), addressing the relationships between the team members. **Participation in a Contractor Team Arrangement is limited to Federal Supply Schedule contractors under Category 871. The GSA contract numbers for each of the Contractor's in the Team MUST be provided.**

PART III, PAST PERFORMANCE

The Offerors shall identify a minimum of three (3) contracts awarded within the past five (5) years that are similar in nature to the proposed BPA Task Order. The offeror must either provide the below information or affirmatively state that it possesses no relevant past performance that is directly related or similar to the efforts required by the SOW. The Offeror shall provide the following information for Past Performance:

- Contract number, contract type and dollar value
- Period of Performance
- Name, Email address and phone number for the Contracting Officer (**contractor is to verify the information is current prior to submitting**)
- Brief description of contract work, scope and responsibilities.

PART IV, TASK ORDER

The offerors shall describe in this part the Offeror's phase-in methodology and approach, in addition to addressing the Task Order approach. See attachment 1 for further information. The Offeror will describe exceptions, if any, to the Task Order SOW.

PART V, PRICE

Offerors shall propose fully loaded labor rates for each labor category as negotiated in their agreement with GSA. Both on-site and off-site rates are requested. **Because the Government intends to place orders exceeding the maximum threshold, the offeror is strongly encouraged to propose further price reductions to the prices cited in their GSA Schedule. The successive Task Order cost proposal should be prepared and included in the same part as the BPA cost proposal but marked accordingly.**

BLANKET PURCHASE AGREEMENT:

Because this is a Single Award BPA Offerors shall propose fully loaded labor rates for each labor category as negotiated in their agreement with GSA. **Offerors are encouraged to offer further price reductions to the already negotiated rate with GSA.**

Offerors shall propose labor rates both on site and off site, broken out per year, commencing (first period) 12 August 2005 through 31 July 2006, each year thereafter (01 August through 31 July) through 31 July 2010. Offerors are requested to match their labor categories with those below.

(Job Descriptions at Attachment 2, For Information Purposes, provides minimum requirements)*

- | | |
|--------------------------------|--------------------------------|
| Administrative Specialist | Scientist, Lead |
| Financial Analyst, Senior | Scientist/Engineer, Senior |
| Financial Analyst | Scientist/Engineer, Project |
| Graphic Artist | Senior Project Manager |
| Information Specialist, Senior | Support Specialist, Senior |
| Information Specialist | Support Specialist |
| Lead Program Manager | Technical Writer |
| Management Analyst, Senior | Human Resources Assistant (HR) |
| Management Analyst, Mid-Grade | HR Program Specialists |
| Management Analyst, Junior | |

***Note: The Government estimates 200 – 260 full and/or part time personnel will be required to support the requirements of this PBSOW. The Government estimates a 5 to 20% expansion in contractor personnel will be needed during the out years to support technical surges.**

TASK ORDER:

The successive Task Order will be issued on a T&M basis. The cost proposal shall be prepared to support the requirements of the Task Order SOW (attachment 1). The successive TO shall be for a period of six months (12 August 2005 through 28 February 2006) and will be analyzed as part of the cost proposal evaluation and will also be evaluated for realism, completeness, and reasonableness. As funds become available, the period of performance of the Task Order may be extended through 31 July 2006, and the ceiling price of the Task

Order raised accordingly. The results of the cost/price evaluation will be used as part of the Agency's tradeoff analysis.

In pricing the attached Task Order offerors are to propose their labor categories, loaded rates, price reductions. **ALL OFFERORS ARE TO PROPOSE THEIR LABOR MIX USING A TOTAL OF 44,892/MONTH, 538,704/12 MONTHS. TRAVEL WILL BE ON A COST REIMBURSEABLE BASIS, G&A WILL APPLY NO FEE. OFFEROR'S ARE NOT TO PROPOSE TRAVEL COSTS.**

11.0 PRINCIPLE PLACE OF PERFORMANCE:

It is anticipated that the majority of the required work will be performed at the **Government Site** or in the Washington, D.C. Metropolitan Area. The location of the Government place of performance is:

Department of Homeland Security
Science and Technology Directorate
Washington, D.C. 20005

11.5 LEGAL COMMITMENT:

The Contracting Officer is the only individual who may legally commit the government to the expenditure of public funds. No costs chargeable to the proposed BPA and subsequent task orders may be incurred before receipt of either a BPA/Task Orders signed by the Contracting Officer or through specific written authorization from the Contracting Officer.

12.0 EVALUATION METHODOLOGY: The Government intends to award a single BPA and Initial T&M Task Order under FAR Part 8, to a single prime contractor holding a **GSA Schedule 871 Award for Professional Engineering Services (PES)** whose Quote is the most advantageous to the Government, price and other factors considered. Price will be evaluated for accuracy, completeness, reasonableness, and realism as part of the determination of overall best value to the Government. **Should subsequent Task Orders be issued under this BPA, the Government will evaluate which portions of the work might be converted to Firm Fixed Price, and which would remain Time and Materials/Labor Hours. (this provision will be included in the resulting BPA)**

The Government shall evaluate the two factors listed below using the following criteria (Section 12.1-12.3) when evaluating the Offerors' Quotations for award of this BPA and successive Task Order. As noted above in Section 10, each Quotation shall be submitted in five Parts. Each evaluation factor is critical to the effective accomplishment of task orders. Award selection will be based upon the best value to the Government -- as described below -- with evaluation factors listed in descending order of importance, but with no factor significantly less important than another.

Evaluation Criteria: Each factor will be given a rating of either outstanding, acceptable, unacceptable, and will also have a Performance Risk assigned of Low, Moderate or High defined as follows:

OUTSTANDING. The proposal exceeds the fullest expectations of the Government. The offeror has convincingly demonstrated that the evaluation requirements have been analyzed, evaluated, and should result in an outstanding, effective, efficient, and economical performance under the contract. An assigned rating within "outstanding" indicates that, in terms of the specific factor (or subfactor),

the proposal demonstrates an "outstanding" understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government.

ACCEPTABLE. Meets performance requirements necessary for acceptable contract performance; may have weaknesses; any risks are manageable. The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of "good" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a "good" understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the offeror's performance.

UNACCEPTABLE. Fails to meet a minimum requirement(s) or contains a major deficiency or major deficiencies that is/are not correctable without a major revision of the proposal.

PERFORMANCE RISK: Offeror's proposal will be evaluated to determine the level of performance risk as follows:

Low Risk:

Based upon offeror's level of understanding and proposed approach, no doubt exists that the offeror will successfully perform the required effort. Little or no government oversight is expected to be required in achieving the proposed level of performance. No risk anticipated with delivery of quality product, on time, or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's proposal approach.

Moderate Risk:

Based on offeror's proposed response some doubt exists that the offeror will successfully perform the required effort in a timely and efficient manner. Some government oversight is expected to be required in achieving the proposed level of performance.

High Risk:

Based on offeror's proposed response significant doubt exists that the offeror will successfully perform the required effort in a timely and efficient manner. Significant government oversight is expected to be required in achieving the proposed level of performance.

Evaluation Factors:

The following factors listed in order of importance, and sub-factors which are of equal importance will be evaluated:

12.1 FACTOR ONE: Technical

The Government will evaluate your proposal on the following technical sub-factors:

- Qualified technical support
- Program Management
- Key Personnel
- Integrated Logistics Support and Training
- Executive Level Program Support
- Systems Engineering

12.2 Contractor Past Performance

Past performance information shall be evaluated against the following areas:

- Offeror/subcontractor experience in the areas specified in the Statement of Work;
- Quality of performance under previous DHS and non-DHS awards;
- Timeliness of performance under previous effort;
- Cost control under previous efforts;
- Experience and previous performance of personnel who are not available to work greater than 90% time on this contract.

12.3 Price

Price accuracy, completeness, reasonableness, and realism will be considered during the best value determination. **Note: Phase In and Travel Costs will not be evaluated for award purposes.**

Offerors are to propose Phase In on a Fixed Price basis. Labor rates proposed for all five years in the BPA will be evaluated for award.

12.3 Basis for Award:

a. The Government will make an award resulting from the Request for Quote to the responsible offeror whose quote, conforming to the Statements of Work, will provide the Best Value to the Government, technical, price and other factors considered. The Government may select for award the offeror whose total ceiling price is not necessarily the lowest, but whose overall proposal is deemed sufficiently more advantageous to the Government so as to justify the payment of a higher ceiling price. Conversely, the Government may select for award the offeror whose total ceiling price is the lowest, when other proposals are not sufficiently more advantageous so as to justify the payment of a higher ceiling price.

b. The Government intends to evaluate offers and award a task order without communications with offerors. Therefore, the offeror's initial offer should contain its best terms from a price and technical standpoint. However, the Government reserves the right to make clarifications or request revise quotes if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in the submitted quotes.

13.0 SUBCONTRACTING PLAN:

Offerors, other than small business Offerors, must submit a subcontracting plan as part of their offer under this RFQ in accordance with FAR 52.219-9. All Offerors' plans must address subcontracting with small business concerns, with small disadvantaged business concerns, women-owned small business concerns, veteran-owned, and with HUBZone small business concerns. The plans must include a percentage goal for total planned subcontracting to small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned, and HUBZone small business concerns. Zero is not an acceptable goal for any category.

15.0 BPA STATEMENT OF WORK: (This SOW is applicable to all successive Task Orders, unless otherwise stated within the Task Orders)

1.0 INTRODUCTION

1.1 Statement of Work

This **Time and Materials/Labor Hour Statement of Work (T&M/LHSOW)** provides for Systems Engineering and Technical Assistance (SETA) to the Department of Homeland Security (DHS) within the Science and Technology (DHS (S&T)) Directorate. SETA support will include program and technical management, program planning and oversight, technical evaluation, project analysis, risk mitigation, data development and management, and other financial, human resources, information technology, security, general administrative, and technical support for current, potential, and proposed DHS technology programs. DHS S&T requires this support to conduct its research projects more effectively and efficiently, and to facilitate its efforts to introduce and enhance technological products, services, systems, and capabilities to Federal, state, local, and tribal law enforcement organizations.

It is particularly important that support to DHS S&T be structured in a way to avoid disruption of the development of the vital technologies it sponsors. This support requires not only an in-depth, demonstrated understanding of DHS (S&T)'s technology projects, practices, policies, and procedures, but the ability to respond promptly to changing Directorate requirements. It is critical that the Contractor selected be capable of providing personnel with sufficient background and expertise to effectively support the broad range of DHS (S&T)'s Research, Development, Test, and Evaluation initiatives.

The contract mainly will support the following Business Units and Directorate agencies: DHS (S&T) mission.

- Directorate Front Office (FO): Includes the Chief of Staff, Chief Financial Officer, Chief Information Officer, Human Resources, Security, Facilities, and Weapons of Mass Destruction Operations and Incident Management (WMDO-IM)
- Plans, Programs and Budget (PPB)
- Office of Research and Development (ORD)
- Office of Systems Engineering and Development (SED)
- Homeland Security Advanced Research Projects Agency (HSARPA)

The DHS (S&T) directorates requires SETA support during several phases of planning, programming, acquisition, and implementation cycles of various Homeland Security and Government systems. Support shall complement the Government's technical expertise in accomplishing its mission.

1.2 Mission

The mission of DHS is to: Lead the unified national effort to secure the United States. The Department will prevent and deter terrorist attacks and protect against and respond to threats and hazards to the nation. We will ensure safe and secure borders, welcome lawful immigrants and visitors, and promote the free-flow of commerce.

The mission of DHS (S&T) is to: Conduct, stimulate and enable research, development, test, evaluation and timely transition of homeland security capabilities to Federal, State and local operational end-users. DHS (S&T) coordinates and conducts the nation's homeland security research and development needs. These urgent needs include, but are not limited to, the following:

- Development of biological and chemical countermeasures to reduce the probability and impact of terrorist attacks,
- Development of countermeasures against explosive attacks against citizens, infrastructures, and transportation targets,
- Coordination with intra and interdepartmental entities for chemical, biological, radiological, nuclear, and high explosive (CBRNE) response and operations; principal S&T Directorate interface for coordinating with interagency entities for CBRNE related activities, to include exercise participation.
- Development of technologies that could assist DHS units to perform their existing missions,
- Analysis of threats and assessments of vulnerabilities, especially in information technology,
- Development of a standards program for homeland security technologies to ensure integration and interoperability of systems used to secure the homeland, and
- Funding of university research and basic research in support of homeland security.

Many of the above mission responsibilities are interrelated, and entail specific relationships with other civilian agencies and military commands of both the United States and its Allies.

The missions of DHS S&T Business Units are:

- **Office of Plans, Programs, and Budget (PPB):** Focus for activities that ensure the development and continuing innovation of programs to meet both short-term and long-term goals in accordance with national policies. Portfolio managers within this office partner with operational end-users to identify requirements, create RDT&E portfolios with strategic initiatives to address these requirements, and prioritize investments in S&T to produce effective and needed capabilities, equipment, and systems. This office also provides policy coordination with other federal agencies and the international community, develops standards for homeland security equipment, and carries out the Department's Safety Act responsibilities.
- **Office of Research and Development (ORD):** Executes intramural RDT&E programs within the national and federal laboratories and the nation's universities. The office supports university and fellowship programs, and provides the nation an enduring research and development complex dedicated to homeland security.
- **Homeland Security Advanced Research Projects Agency (HSARPA):** Engages, through competitive contracting, industry, and academia in innovative research and development, rapid prototyping, and technology transfer to meet operational needs.
- **Office of Systems Engineering and Development (SED):** Transitions large-scale or pilot systems to the field through a rapid, efficient, and disciplined project management process. Critical functions include operational tasks and evaluations, systems development and demonstration, and pre-production qualifications.

2.0 DELIVERABLES: Deliverables will take the form of software, presentations and written reports and analysis in the Contractor's format unless otherwise specified.

3.0 GOVERNMENT FURNISHED SERVICES: Government property support to the Contractor shall be in accordance with Federal Acquisition Regulations (FAR) Subpart 45.3 "Providing Government Property to Contractors." When the Contractor is required to work in a Government facility, the Government may furnish or make available working space, equipment and network access. Parking facilities will not be provided, however, several private (pay) parking facilities are located in the area. Copies of required materials cited in the SOW will be provided to the contractor in hard copy and/or soft copy. All materials remain Government property, and will be returned to the COTR upon request or at the end of the period of performance. DHS (S&T) members will be available for technical exchanges with the Contractor, and will provide technical input, answer questions, review completed work, and provide feedback regarding contract efforts.

4.0 GENERAL INFORMATION

4.1 Governmental Supervision of Contractor Employees:

Work Hours: When working on Government sites, normal duty hours are 8:00 am - 5:00 pm, Monday through Friday, unless otherwise specified by the DHS S&T Directorate. Circumstances may require the Contractor provide services after normal duty hours. In the event of a shutdown for any reason, the Government will not be liable for Contractors' costs incurred during this period except to the extent agreed in advance by the COTR/PO.

4.2 Legal Holidays: The DHS S&T office normally is closed on Government Holidays. If work is necessary, the Contractor must make arrangements with the Government Supervisor prior to the Holiday. The Government observes the following 10 Federal Holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

4.3 Security Requirements: The Department of Homeland Security (DHS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), may require access to classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 12958, "Classified National Security Information," Executive Order 12829 "National Industrial Security Program," and supplementing directives. The following from Clause 52.204-2, "Security Requirements," also apply:

SECURITY REQUIREMENTS (52.204-2) (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "CONFIDENTIAL," "SECRET," or "TOP SECRET."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the "National Industrial Security Program Operating Manual" (DOD 5220.22-M), and (2) any revisions to that manual, notice of which will be furnished to the Contractor.

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

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

Contract security classification specifications will be as provided in a DD Form 254-E to accompany the Request for Quotation (RFQ), see attachment 3. It is anticipated the following will be specified (paragraphs correspond to the DD Form 254-e):

- Paragraph 10: The contract will require access to:
 - a. Communications Security (COMSEC) Information
 - b. Restricted Data
 - d. Formerly Restricted Data
 - e.(1). Sensitive Compartmented Information (SCI)
 - f. Special Access Information
 - j. FOR OFFICIAL USE ONLY Information
 - k. Other (Sensitive But Classified (SBU) and Law Enforcement Sensitive (LES))
- Paragraph 11: In performing this contract, the Contractor will:
 - c. Receive and Generate Classified Material
 - g. Be Authorized to Use the Services of Defense Technical Information Center (DTIC) or Other Secondary Distribution Center

j. Have Operations Security (OPSEC) Requirements

k. Be Authorized to Use the Defense Courier Service

4.4 Information Technology Security Training and Oversight

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

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

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

4.5 Performance of Services During Crisis: The Government on a quarterly basis will advise the Contractor on which SETA positions are deemed mission essential. Performance of services during any crisis declared by the President of the United States or the Secretary of Homeland Security is required for mission essential SETA positions.

4.6 Travel Requirements: Should Contractor travel be required, it must be coordinated with the COTR and approved by the contracting officer. All travel shall be in accordance with Federal Travel Regulations (FTR). For reimbursement of travel and associated direct costs, the Contractor shall provide appropriate supporting documentation.

16.0 NON-TRAVEL ODC COSTS: All non-travel ODC costs over \$500 each must be pre-approved by the COTR. All ODC costs must be accounted for monthly.

17.0 ORGANIZATIONAL CONFLICTS OF INTEREST:

(a) Purpose: The primary purpose of this clause is to aid in ensuring that: (1) The Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this Contract; (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and (3) by virtue of its access to proprietary information belonging to others, the Contractor does not obtain any unfair competitive advantage.

(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 prime contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity.

(1) Maintenance of Objectivity. The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals, therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this Contract or are directly related to this contract, for example under the same Project or Programs. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this Delivery Order on any of its own 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. In addition, if the Contractor under this Delivery Order advises the Government on the preparation of, or prepares complete, or essentially complete, Statement of Work or objectives for competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statements of Work or objectives. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services.

(2) Access To and Use of Government Information. If the Contractor, in the performance of this Delivery Order, obtains access to information such as plans, policies, reports, studies, financial plans, 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 purposes unless the information has been released or otherwise made available to the public; (b) compete for or accept work based on such information for a period of six months after the completion of this Delivery Order, or until such information is released or otherwise made available to the public, whichever occurs 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 Government.

(3) Access To and Protection of Proprietary Information. The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this Delivery Order, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this Delivery Order.

(c) Subcontract. The Contractor shall include this clause, including this paragraph, in all consulting agreements and subcontracts of any tier unless directed otherwise by the

Contracting Officer. The term "contract", "contractor", and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

(d) Representations and Disclosures.

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.

(2) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, a prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

(e) Remedies and Waiver.

(1) For breach of any of the above restrictions or for nondisclosure of misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this Delivery Order for Default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Delivery Order. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this Delivery Order for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer will grant such a waiver in writing.

(f) Modifications. Prior to a contract modification, if the Statement of Work is changed to add a significant new work, the Contracting Officer may request and the Contractor be required to submit either a new organization conflict of interest disclosure or an update of the previously submitted disclosure or representation.

(End of Clause)

18.0 SPECIAL ACCESS AND COMPETITIVE PROCUREMENT:

- a. Proprietary Data of Third Parties: In the event the Contractor requires access to proprietary data of other companies, in order to conduct studies and research under the contract, it will enter into agreements with the supplying companies to protect such data from unauthorized use or disclosure so long as such data remains proprietary. These agreements shall be made available to the Government upon request of the CO.

- b. Proprietary Data Furnished by the Government: In the event the Contractor is given access by the Government to proprietary data of the Government or proprietary data of third parties possessed by the Government, the Contractor will be required to sign a Non-Disclosure Agreement to protect such data from unauthorized use or disclosure as long as such data remains proprietary.

19.0 KEY PERSONNEL:

- a. Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "key personnel" and are those persons whose resumes shall be submitted with the contractor's task order proposal.

The contractor shall use the key personnel whose resumes are submitted with its task order proposals. The contractor shall submit a certificate signed by that person and the prime contractor containing a statement of the person's willingness to work for the contractor. The contractor shall not remove key personnel from the contract work or replace them without compliance with paragraphs (b) and (c) below. If the employee is being provided through a subcontractor, the subcontractor signature shall also be provided.

- b. The contractor agrees that during any contract performance period, no key personnel substitutions will normally be permitted by the Contracting Officer unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and the Contracting Officer's designated representative in writing and provide the information required by paragraph (c) below. All proposed substitutions must be submitted in writing, at least seven (7) days prior to the date performance is scheduled to begin. The contractor shall obtain the Contracting Officer's approval prior to making any change in key personnel.

- c. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than those in the contract. The Contracting Officer's designated representative will evaluate such requests and provide the Contracting Officer with the results of his evaluation. The Contracting Officer will act on the request and promptly notify the contractor of approval or disapproval thereof.

- d. The Contractor shall not substitute personnel for the individuals whose resumes were submitted with each delivery order proposal for the first 120 days of the delivery order's performance unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph c. above.

**ATTACHMENTS TO THE SETA
RFQ
NO. HSHQPB-05-Q-00003**

1	Task Order Statement of Work, dated 16 May 2005	9 pages
2	Job Descriptions	9 pages
3	DD-254, DOD Contract Security Classification Specification	3 pages

Systems Engineering

&

Technical Assistance

(SETA)

TASK ORDER

Statement of Work

**Department of Homeland Security
Science and Technology Directorate
(DHS (S&T))**

16 May 2005

1.0 INTRODUCTION

1.1 Statement of Work

This **Time and Materials/Labor Hour Statement of Work (T&M/LHSOW)** provides for Systems Engineering and Technical Assistance (SETA) to the Department of Homeland Security (DHS) within the Science and Technology (DHS (S&T)) Directorate. SETA support will include program and technical management, program planning and oversight, technical evaluation, project analysis, risk mitigation, data development and management, and other financial, human resources, information technology, security, general administrative, and technical support for current, potential, and proposed DHS technology programs. DHS S&T requires this support to conduct its research projects more effectively and efficiently, and to facilitate its efforts to introduce and enhance technological products, services, systems, and capabilities to Federal, state, local, and tribal law enforcement organizations.

1.2 Mission

The mission of DHS is to: Lead the unified national effort to secure the United States. The Department will prevent and deter terrorist attacks and protect against and respond to threats and hazards to the nation. We will ensure safe and secure borders, welcome lawful immigrants and visitors, and promote the free-flow of commerce.

The mission of DHS (S&T) is to: Conduct, stimulate and enable research, development, test, evaluation and timely transition of homeland security capabilities to Federal, State and local operational end-users. DHS (S&T) coordinates and conducts the nation's homeland security research and development needs. These urgent needs include, but are not limited to, the following:

- Development of biological and chemical countermeasures to reduce the probability and impact of terrorist attacks,
- Development of countermeasures against explosive attacks against citizens, infrastructures, and transportation targets,
- Coordination with intra and interdepartmental entities for chemical, biological, radiological, nuclear, and high explosive (CBRNE) response and operations; principal S&T Directorate interface for coordinating with interagency entities for CBRNE related activities, to include exercise participation.
- Development of technologies that could assist DHS units to perform their existing missions,
- Analysis of threats and assessments of vulnerabilities, especially in information technology,
- Development of a standards program for homeland security technologies to ensure integration and interoperability of systems used to secure the homeland, and

- Funding of university research and basic research in support of homeland security.

Many of the above mission responsibilities are interrelated, and entail specific relationships with other civilian agencies and military commands of both the United States and its Allies.

The missions of DHS S&T Business Units are:

- **Office of Plans, Programs, and Budget (PPB):** Focus for activities that ensure the development and continuing innovation of programs to meet both short-term and long-term goals in accordance with national policies. Portfolio managers within this office partner with operational end-users to identify requirements, create RDT&E portfolios with strategic initiatives to address these requirements, and prioritize investments in S&T to produce effective and needed capabilities, equipment, and systems. This office also provides policy coordination with other federal agencies and the international community, develops standards for homeland security equipment, and carries out the Department's Safety Act responsibilities.
- **Office of Research and Development (ORD):** Executes intramural RDT&E programs within the national and federal laboratories and the nation's universities. The office supports university and fellowship programs, and provides the nation an enduring research and development complex dedicated to homeland security.
- **Homeland Security Advanced Research Projects Agency (HSARPA):** Engages, through competitive contracting, industry, and academia in innovative research and development, rapid prototyping, and technology transfer to meet operational needs.
- **Office of Systems Engineering and Development (SED):** Transitions large-scale or pilot systems to the field through a rapid, efficient, and disciplined project management process. Critical functions include operational tasks and evaluations, systems development and demonstration, and pre-production qualifications.

1.3 Scope

1.3.1 Delivery of Services:

Outputs may take the form of information, advice, opinions, alternatives, analyses, recommendations, program and technical management, program planning and oversight, technical evaluation, training and/or services to complement the Government's technical expertise in accomplishing its mission.

Other service performance disciplines may include: risk mitigation, database development and management, and other financial, administrative and technical support for current, potential, and/or proposed DHS technology programs. DHS requires this support to conduct its mission projects more effectively and facilitate its efforts to

introduce and enhance technological products, services, systems, and capabilities to federal, state, and local law enforcement organizations.

The nature of this work will at times require the contractor to be able to respond quickly to stringent deadlines. Most positions will require security clearances for required assistance. Special Access Programs may be included in these requirements up to and including TOP SECRET / Special Compartmented Information (TS/SCI). All positions as a minimum will require an Interim SECRET clearance. This level of clearance is considered included in the scope of this SOW.

1.3.2 Required Level of Support:

To accomplish the level of effort required of this SOW, the Contractor shall provide **qualified management and technical support** as set forth in this SOW.

The Government estimates SETA employee requirements could expand in the out-years at a 5 to 20% rate.

Sample job categories include, but are not limited to:

- Administrative Specialist
- Facilities Coordinator (to include a Facilities/Property Support Specialist)
- Financial Analyst (senior and junior)
- Graphic Artist
- Information Technology Specialist (senior and junior)
- Systems Engineer
- Lead Program Manager
- Management Analyst (senior, mid-level, junior)
- Security Specialist (physical and information security)
- Lead Scientist
- Senior/Project Scientist (multi-disciplinary to include Chemical-Biological, High-Explosive, Threat and Vulnerability Testing and Assessment, Critical Infrastructure Protection, Standards Development and Testing)
- Senior Project Manager
- Support Specialist (senior and junior levels to provide clerical, administrative, account tracking, security operations, time-sensitive planning (focused on mission planning and operations), procurement assistance (including Life Cycle Cost analysis), and human resources support to all Business Units)
- Technical Writer
- Human Resources Assistant (HR) and HR Program Specialists

The above do not reflect, nor should they be considered, a complete and final listing of all the Governments' comprehensive requirements. This only is an estimate of potential workload. Requirements may be added and/or modified depending upon changes in

DHS (S&T) priorities and/or emergent tasking during the course of each contract year. Required Staffing can be produced with a multitude of configurations and position titles to be defined by the Government without SOW modification as they are identified.

1.3.3 Required Skills and Technical Background

This solicitation seeks a SETA Contractor capable of providing personnel who can serve as integral members of the Business Unit teams to which they are assigned. SETA Contract personnel shall provide support in managing certain aspects of S&T programs, including supporting day-to-day program management, providing and managing office facilities, managing ongoing operations, providing conference planning and arrangement services, providing physical and information security, and supporting the upgrade and/or design, testing, procurement, and deployment of S&T equipment and/or services.

This SOW defines the general requirements of the Front Office and four DHS (S&T) Directorate Business Units requiring SETA support. The Contractor shall provide Engineering and Technical Assistance as follows (Note: The Government reserves the right to add others as S&T work requirements evolve.):

a. Program Management: The Contractor shall assign one Program Manager to act as the point of contact for task management, to include tracking all tasks assigned under this delivery order, monitoring the progress of Contractor performance on these tasks, and providing the deliverables required under this Performance Based Statement of Work.

- 1) **Reviews/Meetings.** The Program Manager shall, as needed, conduct technical interfaces and meetings between Contractor and S&T personnel. These meetings shall be both working and formal sessions to review overall program efforts. The Program Manager shall provide monthly cost and performance reporting of all assigned tasks. The contents and formats of the reports shall be specified in the Contract Management Plan (see paragraph 2.1.1 below). At a minimum, these reports shall include: highlights of support provided, expenditures, projected expenditures for the next reporting period and to term, and major issues affecting cost and performance. The costs portion of the report shall be structured to enable ready discernment of cost trends, projections, and variances. The Program Manager shall be qualified to act as the Contractor's single point of contact for all technical and administrative matters related to this delivery order.
- 2) **Specialized Technical Program Support:** The Contractor shall provide specialized technical program support to key S&T programs and functions. This assistance shall support a wide range of S&T functions, including policy and procedure development and oversight, financial, task and activity tracking, human resources management, and strategic and management planning.

- 3) **Personnel Availability:** The Contractor shall ensure the availability of technically qualified personnel required for performance of tasks assigned under this delivery order. Some individuals will require specialized skills and experience necessary for effective support of S&T technology programs. The skills and technical backgrounds required may include, but not be limited to: biological, chemical, high explosive countermeasures; critical infrastructure protection; standards development and testing; threat vulnerability testing and assessment. The Program Manager shall assure the technical quality and timeliness of work performed under all authorized tasks.
- b. Systems Engineering:** The Contractor shall provide data collection and analyses of user requirements and of existing and emerging systems, capabilities, and technologies. The Contractor also shall provide engineering and technical support in the assessment, evaluation, and testing of existing and emerging technologies, systems, and capabilities. The Contractor shall support the development and production of architectures, organizational charts, and operations plans and procedures, to include program Standard Operating Procedures.
- c. Life Cycle Management:** The Contractor shall provide life cycle management support for S&T systems, prototypes, and programs. The Contractor shall assist S&T with program reviews and evaluations of life cycle management plans and budgets. The Contractor shall support the development and production of all stages of technology award packages.
- d. Technical Assessments and Studies:** The Contractor will be required to identify S&T and constituent needs and objectives, to include coordination with potential end-users; support the identification of potential technology solutions, including coordination with related government academic and industry programs; attend meetings and symposia; coordinate and host meetings and programs reviews; and support program advocacy including development and production of presentation materials.
- e. Systems Enhancements:** The Contractor shall respond to technology and mission changes to provide increased capability for S&T mission accomplishment through systems analysis, engineering, design, and evaluation, to include equipment software procurement, integration, and/or installation.
- f. Integrated Logistics Support and Training:** The Contractor shall provide reviews of S&T logistics and/or training requirements, assess training and/or maintenance support requirements, provide recommendations for improvements, and conduct training support specially tailored for S&T systems users, supervisors, and technicians.
- g. Executive-Level Program Support:** The Contractor shall provide executive-level support in program planning, assessment, and advice in the following areas: strategic and operational planning, infrastructure enhancement, and new program conceptual development.

- h. Proposal Review Process Support:** Integration of new technologies and upgrades into current and future systems

1.4 Points of Contact

Contracting Officer (CO)

Ms. Brenda Brady
Office of Procurement Operations
Department of Homeland Security
Washington, DC 20005
202-357-8343
Brenda.Brady@dhs.gov

Contracting Officer's Technical Representative (COTR)

Mr. Arnold Gritzke
DHS, Science and Technology Directorate
Washington, DC 20005
202-254-6046
arnold.gritzke@dhs.gov

1.5 Location of Work

It is anticipated that the majority of the required work will be performed at the **Government Site** or in the Washington, D.C. Metropolitan Area. Some emergent off-site work may be required, particularly during emergencies.

The location of the Government place of performance is:

Department of Homeland Security
Science and Technology Directorate
Washington, D.C. 20005

1.6 Period of Performance

The Government plans to award a five year Blanket Purchase Agreement (BPA). The first Task Order is expected to commence on 12 August 2005 and continue to 28 February 2006. As additional funding is made available, the performance period of the Task Order may be extended and the ceiling price for the Task Order increased accordingly.

2.0 CONTRACTOR REQUIREMENTS

- 2.1 Tasks:** Contractor support is needed to assist with the implementation of the following task area objectives:

2.1.1 Contractor Quality Control and Program Plan: The Contactor will be required to develop and maintain a contractor's Quality Control and Program Plan as a blueprint for work to be performed addressing issues in areas such as (but not limited to):

- Program goals, needs, objectives and requirements
- Work breakdown structure
- Acquisition strategy and synopsis of task statements, secondary statements of work
- Technical approaches and alternatives
- Schedule and milestone events, critical path elements
- Organization, staffing and responsibility matrix
- Funds, budget and cost/price control management
- Data management
- Program risk management
- Quality management
- Performance measurements

2.1.2 Contract Phase-in Plan: Prepare a comprehensive Phase-in Plan in collaboration with, and to be approved by, the Contracting Officer's Technical Representative (COTR) from the DHS S&T Staff. The objective of the plan, summarized briefly in paragraph 1.3.2, is to prevent disruption of SETA support and services during Contractor transition.

2.1.3 Contract-Level and SOW Management Plan: Prepare a Project Management Plan in collaboration with, and to be approved by, the Contracting Officer's Technical Representative (COTR) from the DHS S&T Staff. The COTR, or an alternate formally designated in writing to the Contractor, are the Government's Representatives who may give direction to the Contractor. Direction is defined as that process by which the Contractor receives guidance, instruction or contract clarification as it is related to an element of work solely within the existing requirements of the SOW.

2.1.4 Monthly and End of Year Program Status Reports: The PM is required to deliver monthly cost and performance reporting of tasks assigned. At a minimum, reports shall include: highlights of support provided, expenditures, and projected expenditures for the next reporting period and to term, and major issues affecting cost and performance. The cost portions of the reports shall be structured to enable ready discernment of cost trends, projections, and variances. Reports also shall address problems or issues identified during the previous month and those still unresolved from previous reports. The required delivery dates and formats of the reports shall be specified in the SOW Management Plan (see paragraph 2.1.1). End of year reports also shall be provided at a period following the completion of the basic year and each option year (as executed). The delivery date for these reports shall be in accordance with the SOW Management Plan.

2.1.5 Deliverables:

The SETA Contractor shall provide technical, science and technology information and studies to support the Department of Homeland Security as specified in the SOW. The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Format/Nr.</u>	<u>Delivery Schedule</u>
1	Quality Control and Program Plan for Contract	2.1.1	Contractors / 5	With proposal
2	Phase-in Plan	2.1.2	Contractors / 8	With proposal
3	Contract Level and SOW Management Plan	2.1.3	Contractors / 8	7 calendar days after award.
5	Monthly and End of Contract Year Financial and Activity Report	2.1.5	Contractors / 8	As required by the SC Management Plan

SETA POSITION DESCRIPTIONS (Attachment 2)

ADMINISTRATIVE SUPPORT SPECIALIST:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 2 years of general experience.

Duties: Provide services in travel management, administrative policy, project administration, general office support, conference planning, and executive assistance as required. Design, coordinate, and implement office operational activities necessary to support effectively the production of project deliverables, presentation records, and materials. Coordinate meeting schedules and arrange client interviews.

ENGINEER, SYSTEMS:

Education/Experience: Education/Experience: M.S. Degree in civil/environmental engineering, life science, or physical sciences. PhD desired. 10 years experience in scientific or engineering research or equivalent field.

Duties: Experienced in assessing requirements for new or modified systems, performing detailed systems design, preparing written specifications, programming and conducting module and integration tests. Able to train personnel in subject matter related to information technology. Knowledge of MIL-STDs and system development processes. Research experience and publication history with recent (within last 5 years) contributions to the scientific literature. Knowledge of Federal and state laws and regulations related to land and natural resources management.

FACILITIES COORDINATOR:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 5 years of general experience.

Duties: Coordinates all facility maintenance issues and initiates service calls with Building Property Management. Participates in "walk-through" inspections to identify maintenance needs. Flexible availability during and after designated business hours to provide access and escort assistance. Responsibilities include, but are not limited to, setting up conference rooms, copy centers and pantries. Assists in identifying VTC, AV, PA and all systems related equipment requirements. Once established, acts as liaison between IT and internal staff to provide technical equipment support.

FINANCIAL ANALYST, SENIOR:

Education/Experience: B.A. or B.S. Degree or equivalent experience in a related field. 8 years of general financial management experience, including 5 years of specialized experience.

Duties: Conducts financial analysis projects and statistical studies. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. Must be able to assess, develop, and execute accounting policies and procedures for compliance with Government Standards. Prepares status reports and presentations for colleagues and senior staff. Track past, current, and future expenditures at various levels (office, program, performer). Prepares annual budget submissions. May report to an executive or manager. A wide degree of creativity and latitude is expected.

FINANCIAL ANALYST:

Education/Experience: B.A. or B.S. Degree or equivalent experience in a related field. 5 years of general financial management experience.

Duties: Conducts financial analysis projects and statistical studies. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a supervisor or manager. A certain degree of creativity and latitude is required. Prepares status reports and presentations for colleagues, subordinates, and other end user representatives. Track past, current, and future expenditures at various levels (office, program, performer). Assist in the preparation of annual budget submissions.

GRAPHIC ARTIST:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 3 years of graphic arts experience.

Duties: Creates, modifies, and integrates graphic arts for use both in print and digital media. **Functional Responsibility:** creates, modifies, and selects graphic arts for use in client projects. Work includes, but is not limited to: providing and determining the ideal graphics for use both in print and digital media; modifying graphics as necessary and incorporating graphics according to client and program specifications. May supervise junior staff members.

HUMAN RESOURCES ASSISTANT (TECHNICAL & ADMINISTRATIVE):

Education/Experience: B.A. or B.S. Degree or equivalent experience. Minimum 3 years of work-related skill, knowledge, or experience is needed for this occupation. Employees in these occupations usually need at least one year of work-related experience.

Duties: process and issue employee time and attendance cards to the National Finance Center. Compile employee time, production, and payroll data from time sheets and other records. Review time sheets, work charts, wage computation, and other information in order to detect and reconcile payroll discrepancies. Verify attendance, hours worked, and pay adjustments, and post information onto designated records. Record employee information, such as exemptions, transfers, and resignations, in order to maintain and update payroll records. Issue and record adjustments to pay related to previous errors or retroactive increases. Keep informed about changes in tax and deduction laws that apply to the payroll process. Complete time sheets showing employees' arrival and departure times.

HUMAN RESOURCES ASSISTANT:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 3 years of work-related skill, knowledge, or experience. Employees in these occupations usually need two years of work-related experience or on-the-job training.

Duties: Explain company personnel policies, benefits, and procedures to employees or job applicants. Maintains and verifies documentation relating to personnel activities such as staffing, recruitment, training, grievances, performance evaluations, and classifications. Maintains employee office files. Answers questions regarding salaries, benefits, and other pertinent information. Examine employee files to answer inquiries and provide information for personnel actions. Analyzes and compiles a variety of document using databases, the National Finance Center and the financial system.

HUMAN RESOURCE SPECIALIST:

Education/Experience: B.A. or B.S. Degree or equivalent experience. Minimum of 6 years of work-related skill, knowledge, or experience. Employees in these occupations usually need several years of work-related experience.

Duties: Administer compensation, benefits and performance management systems, and training programs. Identify staff vacancies and recruit. Allocate human resources, ensuring appropriate matches between personnel. Provide current and prospective employees with information about policies, job duties, working conditions, wages, and opportunities for promotion and employee benefits. Perform difficult staffing duties, including dealing with understaffing. Advise managers on organizational policy matters such as equal employment opportunity and sexual harassment, and recommend needed changes. Analyze and modify compensation and benefits policies to establish competitive programs and ensure compliance with legal requirements. Plan and conduct new employee orientation to foster positive attitude toward organizational objectives. Serve as a link between management and employees by handling questions, interpreting and administering contracts and helping resolve work-related problems. Plan, direct, supervise, and coordinate work activities of subordinates and staff relating to employment, compensation, labor relations, and employee relations. Prepare policy as needed. Many of these positions required coordinating, supervising, managing, or training others.

HUMAN RESOURCES PROGRAM SPECIALIST:

Education/Experience: B.A. or B.S. Degree or equivalent experience. Minimum of 6 years of work-related skill, knowledge, or experience.

Duties: Establish and maintain relationships with hiring managers to stay abreast of current and future hiring and business needs. Review applications to determine work history, training, educations, and job skills. Maintain current knowledge of Equal Employment Opportunity (EEO) and affirmative action guidelines and laws, such as the Americans with Disabilities Act. Prepare and maintain Science and Technology employment records. Contact applicants to inform them of employment possibilities and consideration. Inform potential applicants about facilities, operations, benefits, and job or career opportunities in the organization. Advise managers and employees on staffing policies and procedures. Develop organization policy and procedures as needed. Employees in these occupations usually need several years of work-related experience. Many of these positions required coordinating, supervising, managing, or training others.

INFORMATION TECHNOLOGY SPECIALIST, SENIOR:

Education/Experience: B.S. Degree in Computer Science, Information Systems, or other related discipline. 5 years experience.

Duties: Substantial IT knowledge and hands-on expertise and/or training in areas of emerging technologies. Designs, develops, programs, installs, implements, researches, and maintains internal data processing computer systems and utilities. Areas of work include national policy development, continuity of government operations, crisis management, disaster recovery, database frameworks, enterprise resource planning, information systems, and visual simulation applications, and systems security and security architecture skills, including security control assessment, certification and accreditation, and National Institute of Standards and Technology (NIST) documentation. Functional Responsibility: Provides highly technical and specialized guidance and solutions to complex IT problems. Performs elaborate analyses. Reviews and recommends solutions to customer problems based on prior experience and hands-on understanding of how products and services interrelate and support the customer mission. Establishes system parameters and formats; ensures hardware/software compatibility; coordinates or modifies user requirements in terms of existing and projected computer capacity and capabilities. Prepares reports and gives presentations. Demonstrates excellent oral and written communications skills.

INFORMATION TECHNOLOGY SPECIALIST:

Education/Experience: B.S. Degree in Computer Science, Information Systems, or other related discipline. 2 years experience.

Duties: Significant IT knowledge and hands-on expertise and/or training in areas of emerging technologies. These areas include national policy development, continuity of government operations, crisis management, disaster recovery, database frameworks, enterprise resource planning, information systems and visual simulation applications, and systems security and security architecture skills, including security control assessment, certification and accreditation, and National Institute of Standards and Technology (NIST) documentation. Functional Responsibility: Provides technical expertise and support to complex IT problems. Works with the responder community to define and establish information requirements, information flow, information sharing protocols, and response protocols. Reviews and recommends solutions to customer problems based on prior experience and hands-on understanding of how products and services interrelate and support the customer mission. Educational Requirements:

LEAD PROGRAM MANAGER:

Education/Experience: B.A. or B.S. Degree. M.S. preferred. 8 years experience.

Duties: Manages the day-to-day operations of the project and interfaces with client management daily regarding program/project issues. Prepares project estimates and work plans based on the Contractor's past experience with similar projects using the Contractor's methodology. Prepares and delivers project status reports and communications to client management. Resolves project staffing and planning issues and manages company staff assigned to the project. Ensures projects are completed within applicable estimated time frames and budget constraints through coordination of project approach, methods, and staffing; resolves any issues with staff, tools, and methods. Reviews project deliverables and work products for completeness and adherence to client requirements/standards. Delivers presentations and leads client meetings. Minimum/General Experience: Over eight years of progressive experience managing projects. Capable of leading highly complex projects.

MANAGEMENT ANALYST, SENIOR:

Education/Experience: B.A. or B.S. Degree. M.S. preferred. 8 years experience.

Duties: Experience in the development, implementation, administration, and review of Federal Government or quasi-Federal Government management projects, including training and communications initiatives. Major Functions: Develops new and/or revises existing policies and procedures to increase accountability for development efforts, enhance coordination and cooperation between offices, improve information and data flow, and facilitate management planning. Coordinates the implementation and reviews the effectiveness of developed policies and procedures.

Able to manage, plan, and organize tasks and projects for the entire acquisition life-cycle. May be required to provide acquisition support for services and supplies, including major system acquisitions, and executes the full life-cycle acquisition requirement.

MANAGEMENT ANALYST, MID-LEVEL:

Education/Experience: B.A. or B.S. Degree. 5 years experience.

Duties: Analyzes user needs to determine functional and cross-functional requirements for management projects including training and communications initiatives. Perform functional allocation to identify required tasks and their relationships. Identifies resources required for each task. May serve as task Team Leader directing the activities of technical staff in task accomplishment. Conducts formal requirements analysis and prepare requirements documents according to required standards. Functional expert in task participation, coordinating with the customer, and assisting to resolve functional issues encountered in task accomplishment.

MANAGEMENT ANALYST, JUNIOR:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 3 years experience.

Duties: Performs requirements analysis, feasibility studies, systems design, and systems evaluation.

SECURITY OFFICER, SENIOR:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 5 years of general experience.

Duties: Primary custodian of all security system associated hardware, card readers, cameras, duress alarms, sensors, metal detectors, locks, X-ray equipment, key control equipment, and communications equipment. Develops guidelines on proper use and training policy for users, oversees all installation of security hardware works with DHS directors to ensure proper configuration of security system hardware in the even of changes to DHS working space, conducts tests of hardware to ensure proper function and tracks all work orders issued for repair and maintains current as building drawings and technical manuals. Conducts vulnerability assessments and site surveys to identify weakness in the system, evaluates security system to identify future requirements, plans and projects budget requirements to cover upgrades and replacement of security system software, budget requirements will be presented annually with no less than three year projections and key member of the threat working group. Conducts vulnerability assessments and site surveys to identify weaknesses associated with the hardware, evaluates security hardware requirements for future needs, plans and projects budget requirements to cover upgrades and replacement of security system hardware, budget requirements will be presented annually with no less than three year projections and key member of the threat working group.

SECURITY SPECIALIST:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 3 years of general experience.

Duties: Provide both physical and information security. Security projects involve the security disciplines of Operations Security (OPSEC), Automated Information System (AIS) security, verification and oversight of clearances and management of related clearance documentation, personal and facility security oversight and management, security awareness training.

SCIENTIST, LEAD - SCIENTIFIC SUBJECT MATTER EXPERT:

Education/Experience: M.S Degree; PhD desired. 10 years of experience.

Duties: Provides technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems which require graduate level knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development. Applies principles, methods and knowledge of the functional area of expertise to specific Task Order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions. Technical support includes technical advice on security requirements for highly specialized applications, technical report preparation, or other services as required by the task order.

SCIENTIST SENIOR/PROJECT:

Education/Experience: M.S Degree; PhD desired. 5 years of experience.

Duties: Develops and tests programs on systems, components, and material concurrent with design, fabrication, or testing to better evaluate and minimize future problems. Develops alternate solutions to existing problems. Performs or delegates all detail work necessary to determine optimum solutions. Evaluates proposal and makes recommendations based on sound scientific principles and practical considerations. Prepares cost and schedule estimates and technical documents on proposed projects in assigned area. Demonstrates creative ability through patent disclosures, problem-solving, scientific reports or technical papers and articles.

SENIOR PROJECT MANAGER:

Education/Experience: M.S Degree; PhD desired. 10 years of experience.

Duties: Project manager for a large, complex task. Responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Responsible for the overall management of the project and insuring that the technical solutions and

schedules are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems. Qualifications: Requires a minimum of twelve years project management experience. Specific required experience includes: project development from inception to deployment, expertise in the management and control of funds and resources using a variety of reporting mechanisms, demonstrated capability in simultaneously managing multiple tasks, functions, locations, staffs, and contracts.

SUPPORT SPECIALIST, SENIOR:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 5 years of general experience.

Duties: Provide expert level support in specialized areas that include, but are not limited to: research, studies, requirements / specifications definition, analysis, assessments, planning, acquisition, design, development, integration, testing, installation, performance tuning, clerical and administrative work, contracting and procurement (including Life Cycle Cost analysis), human resources support, deployment, and maintenance. Interfaces with users at all levels during the support process. Supports strategic or tactical planning to justify, market, or manage the technology needed for successful operations. Provide users or subordinates with training, as required. May need to author or edit technical documents or procedures. Prepare presentations. Work with other disciplines, as needed, to achieve the best solution. Use applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases at advanced levels to perform assigned tasks. May lead or manage projects.

SUPPORT SPECIALIST:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 3 years of general experience.

Duties: Provide support in specialized areas that can include, but are not limited to: research, studies, requirements / specifications definition, planning, integration, testing, installation, performance tuning, clerical and administrative work, contracting and procurement (including Life Cycle Cost analysis), human resources support, deployment, and maintenance. Interfaces with users at all levels during the support process. May need to edit documents or procedures. Work with other disciplines, as needed, to achieve the best solution. Use applicable methodologies, modeling/estimating techniques, tools, applications, systems, software, or databases to perform assigned tasks.

TECHNICAL WRITER:

Education/Experience: B.A. or B.S. Degree or equivalent experience. 3 years of general experience.

Duties: Prepare and edit technical documentation incorporating and operational personnel. Duties include writing, editing, and graphic presentation of technical information for both information provided by the user, specialist, analyst, programmer, and technical and non-technical personnel. Produces user manuals, training aids, software/system engineering change proposal and functional/physical configuration reports. May include system specification and operational instructions. Must be able to interpret technical documentation standards and prepare documentation according to standards.

Note: All position descriptions were taken from the GSA Advantage website at www.gsaadvantage.gov

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

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

1. CLEARANCE AND SAFEGUARDING
2. ATTACHMENT 3 TO RFQ
a. FACILITY CLEARANCE REQUIRED TOP SECRET
b. LEVEL OF SAFEGUARDING REQUIRED TOP SECRET

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER TO BE DETERMINED UPON AWARD		<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases)	Date (YYMMDD)
<input type="checkbox"/> b. SUBCONTRACT NUMBER		<input type="checkbox"/> b. REVISED (Supersedes all previous specs)	Revision No. Date (YYMMDD)
<input checked="" type="checkbox"/> c. SOLICITATION OR OTHER NUMBER HSHQPB-05-Q00003	Due Date (YYMMDD)	<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases)	Date (YYMMDD)

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

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

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

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

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

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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9. GENERAL IDENTIFICATION OF THE PROCUREMENT
 This is a competitive General Services Administration (GSA) Federal Supply Schedule (FSS) Request for Quotation (RFQ) pursuant to the GSA FSS Schedule 871 for professional engineering services for the Department of Homeland Security (DHS), Defense Nuclear Detection Office (DNDO), Washington, DC 20528. The requirement is considered URGENT.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>		<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)		
k. OTHER (Specify) Sensitive But Unclassified (SBU) SEE ITEM 13 & 14	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

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

Direct XXX Through (Specify): RELEASE OF SCI WITHOUT PRIOR APPROVAL FROM DHS IS STRICTLY PROHIBITED.

The contractor is responsible for obtaining approval from DHS DNDO and the Office of Security prior to release of any information received or generated under this contract. **NO INFORMATION MAY BE RELEASED TO THE PUBLIC WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DHS.**

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

Ref 10 a./11 h. COMSEC Information should be handled in accordance with applicable national directives and DHS instructions from DHS COMSEC Custodian, Mr. Scott Oglesby, who can be contacted at (202) 401-1079. Contractor is authorized to use U.S. Government cryptographic equipment. Access to classified COMSEC information requires a final U.S. Government clearance at the appropriate level. Further disclosure of COMSEC information by a contractor, to include subcontracting requires prior approval of the contracting activity. Contractor shall request COMSEC guidance and verify that a copy of the NISPOM and NSA Manual 90-1 was requested on their behalf from NSA.

Ref 10 b./d. Contractor is authorized access to RD. Access to RD requires a final US Government clearance. Subcontracting requires prior approval of the Government's Contracting Officer's Technical Representative (COTR) or designated Project Officer (PO). Contractors should process their clearance request through their Government COR. For questions pertaining to DHS RD contractors should contact Mr. Mike Taylor, at (202) 772-5012.

Ref 10 e.(1)(2), SCI/Non-SCI: All contractor personnel requiring access to SCI or Non-SCI information must: be U.S. citizens, have been granted a final Top Secret security clearance by the U.S. Government, have been approved as meeting DCID 6/4 criteria by DHS CSO, and have been indoctrinated for the applicable compartments of SCI access prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information under this contract. SCI or Non-SCI information associated with this contract shall not be released to subcontractors without permission of the DHS CSO.

Ref. 10 j/10 k. FOUO and Law Enforcement Sensitive: The contractor is responsible for handling and marking FOUO information in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information." Dated January 6, 2005. Furthermore, DHS employees and contractors must sign a special Non-Disclosure Agreement before receiving access to unclassified FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (202) 772-5012.

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

Ref Item 10 f: (SAP) Prior approval is required; COTR and Contractor shall make prior coordination with DHS SSPD prior to issuance of award to prime or subcontracting. "DHS/OS/SSPD CONCURS THAT EXCEPTIONAL SECURITY MEASURES ARE NECESSARY, MEASURES THAT ARE ABOVE AND BEYOND NORMAL SECURITY MEASURES."

X	Yes		No
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15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

Ref. 10 e.(2) "DHS/OS/SSPD CONCURS AND APPROVES THE "NEED-TO-KNOW" AT THE SCI LEVEL"

Clearances: Access to intelligence information requires a final US Government clearance.
Subcontracting: Subcontracting requires prior approval of the GCA. The DSS (CSO) does not conduct inspections for Sensitive Compartmented Information (SCI), but retains responsibility for all non-SCI classified material released to/or developed under the contract and held by the contractor.

X	Yes		No
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16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL Jose Salazar	b. TITLE Program Manager, Industrial Security Program	c. TELEPHONE (Include Area Code) (202) 772-5073
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d. ADDRESS (Include Zip Code)
Department of Homeland Security
Office of Security
Washington D.C. 20528

e. SIGNATURE

17. REQUIRED DISTRIBUTION

X	a. CONTRACTOR
X	b. SUBCONTRACTOR
X	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
X	e. ADMINISTRATIVE CONTRACTING OFFICER
X	f. OTHERS AS NECESSARY

Ref 11.a. Contract performance is restricted to the contractors' facilities, and DHS Government buildings located in and around the metropolitan area of Washington, D.C., and at other locations. All contractor personnel must: be U.S. citizens, have been granted a final security clearance by the U.S. Government, have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under the Blanket Purchase Agreement (contract). Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract without the express permission of the CSO through the DHS Personnel Division (DHS/PD). The contractor and the Contracting Officer Technical Representative or other delegated representative will revalidate all billets under the contract with the CSO annually or when a revised DD Form 254 is issued, whichever is sooner.

Ref 11.c. The contractor shall derivatively classify newly created information associated with this effort based on the classification guidance provided through existing classified sources. All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on "Marking Classified National Security Information" dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division, at telephone (202) 358-1438. All classified information received or generated under this contract is the property of the U.S. Government. At the termination or expiration of this contract, the Government will issue a final DD Form 254 issue the contractor proper disposition instructions.

Contractor Requirements with regards to Intelligence Information: Intelligence material and information, either furnished by DHS or generated during the performance of this contract, will not be:

1. Reproduced without prior approval of the originator of the material. All intelligence material shall bear a prohibition against reproduction while in the Contractor's custody.
2. Released to foreign nationals or immigrant aliens whom the Contractor may employ, regardless of their security clearance or access authorization, except with the specific permission of DHS SSPD via the COTR
3. Released to any activity or person of the Contractor's organization not directly engaged in providing services under the contract or to another Contractor (including Subcontractors), Government agency, private individual, or organization with prior approval of the originator of the material, and prior approval and certification of need-to-know by COTR thru DHS SSPD.

Intelligence material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration of the contract, all intelligence released and any material using data from the intelligence must be returned to the COTR or DHS SSPD for final disposition. The Contractor shall maintain such records as will permit them to furnish, on demand, the names of individuals who have access to intelligence material in their custody. Access to intelligence data will only be through cognizant Government program managers/project engineers; independent access is not inferred or intended. Classified intelligence information, even if it bears no control markings, will not be released in any form to foreign nationals or immigrant aliens (including U.S. Government employed, utilized or integrated foreign nationals and immigrant aliens) without permission of the originator. The Contractor will maintain records and must furnish on demand, the names of individuals who have access to intelligence material in the Contractor's custody.

Ref Item 11g Defense Technical Information Center (DTIC) Services is required. A DD Form 1540 and DD Form 2345 must be submitted for registration with DTIC. The COTR shall be consulted to certify need-to-know on these forms.

Ref Item 11j: As a means of increasing effectiveness across the board, contractor should address through an OPSEC Plan how the company plans to identify those activities likely to produce intelligence for an adversary. Contractors shall contact DHS OPSEC Division at 202-772-5064 for further OPSEC guidance.

Ref Item 11k: The contractor is responsible for requesting thru COTR, DCS services from: Commander, Defense Courier Service, ATTN: Operations Division, Fort George G. Meade, Maryland, 20755-5370.

Brady, Brenda

From: Brady, Brenda
Sent: Wednesday, June 08, 2005 2:45 PM
To: 'Jubilee, Jim'
Subject: SETA RFQ, Past Performance
Importance: High

Potential Offerors:

Reference page 8 of the subject RFQ, para 12.2: change ... following "areas" to read:following "sub factors". Attached is a page change accordingly.

Thank you,
Brenda Brady
Contracting Officer

6/9/2005

the proposal demonstrates an "outstanding" understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government.

ACCEPTABLE. Meets performance requirements necessary for acceptable contract performance; may have weaknesses; any risks are manageable. The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of "good" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a "good" understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the offeror's performance.

UNACCEPTABLE. Fails to meet a minimum requirement(s) or contains a major deficiency or major deficiencies that is/are not correctable without a major revision of the proposal.

PERFORMANCE RISK: Offeror's proposal will be evaluated to determine the level of performance risk as follows:

Low Risk:

Based upon offeror's level of understanding and proposed approach, no doubt exists that the offeror will successfully perform the required effort. Little or no government oversight is expected to be required in achieving the proposed level of performance. No risk anticipated with delivery of quality product, on time, or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's proposal approach.

Moderate Risk:

Based on offeror's proposed response some doubt exists that the offeror will successfully perform the required effort in a timely and efficient manner. Some government oversight is expected to be required in achieving the proposed level of performance.

High Risk:

Based on offeror's proposed response significant doubt exists that the offeror will successfully perform the required effort in a timely and efficient manner. Significant government oversight is expected to be required in achieving the proposed level of performance.

Evaluation Factors:

The following factors listed in order of importance, and sub-factors which are of equal importance will be evaluated:

12.1 FACTOR ONE: Technical

The Government will evaluate your proposal on the following technical sub-factors:

- Qualified technical support
- Program Management
- Key Personnel
- Integrated Logistics Support and Training
- Executive Level Program Support
- Systems Engineering

12.2 Contractor Past Performance

Past performance information shall be evaluated against the following sub-factors:

QUESTIONS AND ANSWERS
SETA RFQ
HSHQPB-05-Q-00003

1. *RFQ, Page 5, Section 10.2, Part II Technical states that all key personnel as defined in Section 19.0 are required to submit resumes. Section 19, page 17 states that resumes should be submitted with Task Order.*

Should resumes be included in the Part II -Technical or Part IV-Task Order?

**RESUMES ARE TO BE INCLUDED IN PART II, TECHNICAL
(Section 19 revised accordingly)**

2. Do resumes and letters of commitment count as part of the page limitations?

**RESUMES AND LETTERS OF COMMITMENT ARE NOT PART OF
THE 25 PAGE LIMITATION, HOWEVER, RESUMES ARE NOT TO EXCEED 2
PAGES EACH.**

3. Does the government intend to use a single (Prime) PES Schedule for all team member staff?

**EACH TEAM MEMBER MUST HAVE A PES GSA SCHEDULE
CONTRACT. EACH TEAM MEMBER HAS PRIVILEGE OF CONTRACT WITH
EHT GOVERNMENT AND CAN INTERACT DIRECTLY WITH THE
GOVERNMENT. THE ORDERING ACTIVITY IS INVOICED AT EACH TEAM
MEMBER'S UNIT PRICES OR HOURLY RATES AS AGREED IN THE TASK
ORDER OR GSA SCHEDULE BPA.**

(http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeId=8199&contentID=8124&contentType=GSA_OVERVIEW#3)

4. Do the two Task Order deliverables (Phase-in Plan and Quality Control Plan) count as part of the page limitations of Part IV-Task Order?

NO

5. *RFQ, page 4, section 10.1: In one instance states that five files should be submitted; though, in another instances states that the number of files to be submitted is four and that they must be no larger than 10MB.*

THERE ARE FIVE PARTS (RFQ revised accordingly)

Should all five Parts be submitted via one email and all five combined be no more than 10 MB?

YES

6. Is this procurement set-aside for small business or other classification?

NO

7. A very short time to submit a proposal was provided and there is not much time to work in answers to the questions. Would the government grant a three-week extension?

NO

8. Is there an incumbent contractor? If so, who is it and what is the contract number for the current effort?

THE INCUMBENT IS BOOZE ALLEN HAMILTON, CONTRACT NO. NBCHA030008. THIS CONTRACT WAS AWARDED BY FORT HUACHUCA, PHONE: 520-583-1347

9. The proposal instructions indicate that the BPA is estimated at 200-260 FTEs. The proposal instructions also indicate that the Task Order level of effort should be 44,892 hours per month which is approximately 280 FTEs. Is this the correct LOE to be priced for the Task Order?

OFFERORS ARE TO PROPOSE TO 44,892 HOURS PER MONTH.

10. The RFQ indicates that Teammates must have a GSA schedule 871. Will the Government allow subcontractors to work within the Prime contractor's GSA schedule 871?

CONTRACTOR TEAMS MUST HAVE GSA SCHEDULE 871 CONTRACTS, HOWEVER, SUBCONTRACTORS DO NOT.

11. The RFQ states that the Phase-In is to be priced on a Fixed Price basis. What is the duration of the Phase-In? When does the Phase-In start?

**PHASE IN WILL BE FOR 30 DAYS, AND WILL COMMENCE AT CONTRACT AWARD APPROX. JULY 12, 2005.
(RFQ para 12.3 revised accordingly)**

12. The RFQ states that the Contractor Quality Control and Program Plan and the Contract Phase-In Plan are to be delivered with the proposal in a quantity of 5 and 8, respectively. However, the RFQ also states that the proposal is to be delivered in electronic format. Please clarify how the Contractor Quality Control and Program Plan and the Contract Phase-In Plan are to be submitted.

CONTRACTOR QUALITY CONTROL AND PROGRAM PLAN, AND THE PHASE-IN PLAN ARE TO BE SUBMITTED ELECTRONICALLY (DISREGARD NO. OF COPIES). DELIVERABLES 3 AND 4 ARE TO BE

**DELIVERED ARE TO BE DELIVERED TO S&T DIRECTORATE
ADDRESS IN PARA 1.4 UNLESS OTHERWISE INSTRUCTED AFTER
CONTRACT AWARD. (Task Order revised accordingly)**

policy standards/procedures development, long-term reliability and maintainability, training, privatization and outsourcing.

871 6 Acquisition and Life Cycle Management - Services required under this SIN involve all of the planning, budgetary, contract and systems/program management functions required to procure and/or produce, render operational and provide life cycle support (maintenance, repair, supplies, engineering specific logistics) to technology-based systems, activities, subsystems, projects, etc. Typical associated tasks include, but are not limited to operation and maintenance, program/project management, technology transfer/insertion, training, privatization and outsourcing.

10.0 QUOTATION FORMAT

THE GOVERNMENT INTENDS TO SELECT A CONTRACTOR FOR AWARD WITHOUT DISCUSSIONS. Therefore, each Offeror is urged to examine this solicitation in its entirety and to ensure that their Quotation contains all the necessary information, provides all required documentation, and is complete in all aspects.

All quotations received by the deadline will be reviewed for responsiveness to the statement of work outlined in Section 15.0.

You are also advised that any data contained in your quotation that shall not to be disclosed should be marked with the following legend on the cover page of quotation:

“This quotation includes data that should not be disclosed outside the U.S. Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this quotation. If however a BPA and successive Task Order is awarded to the offeror as a result of or in connection with the submission of this data, the U.S. Government shall have the right to duplicate, use or disclose the data to the extent provided in the BPA and Task Orders. The data subject to these restrictions are contained on pages _____, each page is marked as follows: ‘Use or disclosure of data contained on this page is subject to the restriction on the title page of this quotation.’”

10.1 A Quotation shall be submitted via a single email with five (5) attached Adobe PDF format files as detailed below. All information shall be confined to the appropriate part to facilitate independent evaluation. The total size for all five files must not be greater than 10 MB.

<u>PART NUMBER/TITLE</u>	<u>PAGE LIMITATION</u>
I - GENERAL	None
II - TECHNICAL (BPA)	25
III - PAST PERFORMANCE	15
IV - TASK ORDER PROPOSAL	50
V -PRICE (BPA AND Initial Task Order)	None

- Offeror/subcontractor experience in the areas specified in the Statement of Work;
- Quality of performance under previous DHS and non-DHS awards;
- Timeliness of performance under previous effort;
- Cost control under previous efforts;
- Experience and previous performance of personnel who are not available to work greater than 90% time on this contract.

12.3 Price

Price accuracy, completeness, reasonableness, and realism will be considered during the best value determination. **Note: Phase In, 30 day duration from date of contract award, and Travel Costs will not be evaluated for award purposes. Offerors are to propose Phase In on a Fixed Price basis. Labor rates proposed for all five years in the BPA will be evaluated for award.**

12.3 Basis for Award:

- a. The Government will make an award resulting from the Request for Quote to the responsible offeror whose quote, conforming to the Statements of Work, will provide the Best Value to the Government, technical, price and other factors considered. The Government may select for award the offeror whose total ceiling price is not necessarily the lowest, but whose overall proposal is deemed sufficiently more advantageous to the Government so as to justify the payment of a higher ceiling price. Conversely, the Government may select for award the offeror whose total ceiling price is the lowest, when other proposals are not sufficiently more advantageous so as to justify the payment of a higher ceiling price.
- b. The Government intends to evaluate offers and award a task order without communications with offerors. Therefore, the offeror's initial offer should contain its best terms from a price and technical standpoint. However, the Government reserves the right to make clarifications or request revise quotes if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in the submitted quotes.

13.0 SUBCONTRACTING PLAN:

Offerors, other than small business Offerors, must submit a subcontracting plan as part of their offer under this RFQ in accordance with FAR 52.219-9. All Offerors' plans must address subcontracting with small business concerns, with small disadvantaged business concerns, women-owned small business concerns, veteran-owned, and with HUBZone small business concerns. The plans must include a percentage goal for total planned subcontracting to small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned, and HUBZone small business concerns. Zero is not an acceptable goal for any category.

15.0 BPA STATEMENT OF WORK: (This SOW is applicable to all successive Task Orders, unless otherwise stated within the Task Orders)

1.0 INTRODUCTION

1.1 Statement of Work

- b. Proprietary Data Furnished by the Government: In the event the Contractor is given access by the Government to proprietary data of the Government or proprietary data of third parties possessed by the Government, the Contractor will be required to sign a Non-Disclosure Agreement to protect such data from unauthorized use or disclosure as long as such data remains proprietary.

19.0 KEY PERSONNEL:

- a. Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "key personnel" and are those persons whose resumes were submitted with the contractor's BPA proposal.

The contractor shall use the key personnel whose resumes are submitted with its task order proposals. The contractor shall submit a certificate signed by that person and the prime contractor containing a statement of the person's willingness to work for the contractor. The contractor shall not remove key personnel from the contract work or replace them without compliance with paragraphs (b) and (c) below. If the employee is being provided through a subcontractor, the subcontractor signature shall also be provided.

- b. The contractor agrees that during any contract performance period, no key personnel substitutions will normally be permitted by the Contracting Officer unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and the Contracting Officer's designated representative in writing and provide the information required by paragraph (c) below. All proposed substitutions must be submitted in writing, at least seven (7) days prior to the date performance is scheduled to begin. The contractor shall obtain the Contracting Officer's approval prior to making any change in key personnel.

- c. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than those in the contract. The Contracting Officer's designated representative will evaluate such requests and provide the Contracting Officer with the results of his evaluation. The Contracting Officer will act on the request and promptly notify the contractor of approval or disapproval thereof.

- d. The Contractor shall not substitute personnel for the individuals whose resumes were submitted with each delivery order proposal for the first 120 days of the delivery order's performance unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph c. above.

2.1.5 Deliverables:

The SETA Contractor shall provide technical, science and technology information and studies to support the Department of Homeland Security as specified in the SOW. The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Format/Nr.</u>	<u>Delivery Schedule</u>
1	Quality Control and Program Plan for Contract	2.1.1	Contractors	With proposal
2	Phase-in Plan	2.1.2	Contractors	With proposal
3	Contract Level and SOW Management Plan	2.1.3	Contractors / 8	7 calendar days after award.
5	Monthly and End of Contract Year Financial and Activity Report	2.1.5	Contractors / 8	As required by the SC Management Plan