

2 AMENDMENT/MODIFICATION NO: P00002 3 EFFECTIVE DATE: 01/02/2010 4 REQUISITION/PURCHASE REQ NO: RSTR-10-00023 5 PROJECT NO (if applicable):

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

8 NAME AND ADDRESS OF CONTRACTOR (Use street city, state and ZIP Code): INTERNATIONAL ASSOCIATION OF FIREFIIGHTERS, 1750 NEW YORK AVE NW 3RD FLOOR, WASHINGTON DC 200053161
 CODE: 014801911000 FACILITY CODE: 06/23/2008
 9A AMENDMENT OF SOLICITATION NO: 9B DATED (SEE ITEM 10): 9C MODIFICATION OF CONTRACT/ORDER NO: RSHQDC-08-C-00093 9D DATED (SEE ITEM 11):

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in item 14. The time 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 withheld by one of the following methods: (a) By completing items 9 and 10 and returning _____ copies of the amendment; (b) By acknowledging receipt of the amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of the amendment you desire to change an offer already submitted, such change may be made by telegram or other, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required): Net Increase: \$497,631.00
 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 15A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes of buying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.123(e).
 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 and is required to sign this document and return _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by WOP section headings including solicitation/contract subject matter where feasible):
 DCMS Number: 074R01911000

The purpose of this modification is to: (1) add additional tasking within the scope of the current Statement of Work (SOW), (2) define the pricing for this additional tasking, (3) provide funding for this additional tasking and (4) define a period of performance for this additional tasking.

1. This modification adds additional tasking, called "Continual Development of Revolutionary New Prespace Vessel for Emergency Responder Self-Contained Bleaching Apparatus" to the subject contract. This additional tasking is within the general scope of the original SOW. A SOW articulating this additional tasking is in "Attachment A: Statement Continued ..."

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print): 15B NAME AND TITLE OF CONTRACTING OFFICER (Type or print):
 15C DATE SIGNED: 1-5-10 15D DATE SIGNED: 1-5-2010
 (Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID C	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 01/02/2010	4. REQUISITION/PURCHASE REQ. NO. RSTR-10-00022	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/EXBOR	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/EXBOR	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INTERNATIONAL ASSOCIATION OF FIREFIGHTERS 1750 NEW YORK AVE NW 3RD FLOOR WASHINGTON DC 200065301		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 0748019110000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-08-C-00095	10B. DATED (SEE ITEM 13) 06/25/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$497,671.00
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.)

DUNS Number: 074801911+0000

The purpose of this modification is to (1) add additional tasking within the scope of the current Statement of Work [SOW], (2) define the pricing for this additional tasking, (3) provide funding for this additional tasking and (4) define a period of performance for this additional tasking.

1. This modification adds additional tasking, called "Continual Development of Revolutionary New Pressure Vessel for Emergency Responder Self-Contained Breathing Apparatus" to the subject Contract. This additional tasking is within the general scope of the original SOW. A SOW articulating this additional tasking (see "Attachment A: Statement Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joseph F. Wolfinger	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE TO DOCUMENT BEING CONTINUED
HSHQDC-08-C-00095/P00002

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$233,733.00 All other terms and conditions remain unchanged.				

ATTACHMENT A: STATEMENT OF WORK

Statement of Work

for

“Continual Development of Revolutionary New Pressure Vessel for Emergency Responder

Self-Contained Breathing Apparatus (SCBA)”

TechSolutions Program

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

RSTR-10-00022

December 29, 2009

I. Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The DHS Directorate of Science and Technology (S&T) is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. The development of revolutionary new pressure vessel for emergency responder self-contained breathing apparatus (SCBA) supports this effort through making available to the first responder community significantly lower weight and profile SCBA, which permit safer and more effective response to various national emergencies that require personal protection.

This work statement describes the work to be performed by the International Association of Fire Fighters (IAFF) in conjunction with Sanders Industrial Designs, Inc./Vulcore Industrial (SID/VI) and International Personnel Protection, Inc. (IPP) for the development of a revolutionary new pressure vessel to replace conventional cylinders used in emergency responder self-contained breathing apparatus. This work statement provides background on the invention, including its proposed embodiment as a replacement air supply system for emergency responders along with the benefits provided by this new system, a technical approach for moving the technology from invention to demonstrated use, specific tasks to be undertaken as part of this project, the deliverables to be provided as part of this work, and a proposed period of performance.

Background

The IAFF is working with SID/VI and IPP to introduce an innovative pressure vessel that will completely change the profile and weight of current self-contained breathing apparatus, which utilize carbon, Kevlar braided and fiberglass wrapped cylinders with operating pressures up to 5000 psi. The International Association of Fire Fighters (IAFF) and its project partners propose to introduce an innovative pressure vessel that will completely change the profile and weight of current self-contained breathing apparatus, which utilize carbon, Kevlar braided and fiberglass wrapped cylinders with operating pressures up to 5000 psi. Current SCBA cylinders primarily use an aluminum liner, which contributes the primary proportion of overall weight and profile to SCBA. Moreover, current SCBA contribute a significant proportion of the weight of the ensemble. The additional stress created by emergency responders bearing this burden is has been associated with the increased rates of injury and fatalities for emergency responders.

ATTACHMENT A: STATEMENT OF WORK

SID has patented and Vulcore Industrial, a Division of SID, has developed a new pressure vessel based on inner cores made of molded Hytel that are then braided with para-Aramid and core wound with pre-impregnated carbon. Five of these individual pressure vessels are then combined with a manifold and regulator and placed in a soft harness assembly that can be worn by an individual. In initial prototype designs, the new pressure vessel offers significant advantages in terms of weight, profile, and flexibility.

- There is the potential of significant weight reduction over conventional SCBA cylinders based on elimination of the backframe, lightening the pressure vessel, and redesign of the delivery system.
- The overall depth of the new technology measures 2¾ inches compared with 7 inches on the average for conventional SCBA cylinders.
- The design of the pressure vessels and array provided in a soft harness assembly allows the assembly to better conform to the wearer's back and flex with movement, permitting increased mobility in confined spaces.

Prototype systems have been tested as part of application assessment for the DOT special permit evidence package. Prototype pressure vessels are meeting all applicable requirements specified in ISO 11119-3 that is being used by DOT for evaluating the efficacy and safety of the new pressure vessel technology.

II. Scope of Work

The International Association of Fire Fighters (IAFF) shall be the lead organization, given its prior roles in government contracts for promoting the commercialization of new emergency responder technology (e.g., Project FIRES and Project HEROES). The IAFF shall be facilitator and coordinator of the technology development program where Sanders Industrial Designs, Inc./Vulcore Industrial (SID/VI) provides the principal technology and undertakes its further development with the objective of demonstrating the new pressure vessel as part of SCBA offered for emergency services. International Personnel Protection, Inc. (IPP) shall provide technical support, prepare test protocols and field evaluation plans, and be involved in the technical management of the work effort.

The IAFF undertake the following tasks:

1. The IAFF shall employ the technical advisory committee (TAC) established in Contract No. HSHQDC-08-C-00095 (consisting of emergency responder organization representatives) to review proposed embodiments of the new pressure vessel as part of SCBA and to advise the IAFF on the steps necessary to create industry awareness for commercialization and implementation of the new technology. The IAFF Project Team shall plan and hold two TAC meetings over the course of the contract effort.
2. The IAFF shall support the U.S. Department of Transportation (DOT) review of the special permit request submitted under Contract No. HSHQDC-08-C-00095. This support shall consist of responding to any requests for additional information or repeating tests as requested by DOT.
3. The IAFF shall select an SCBA manufacturer for building working prototypes to demonstrate an effective integration of the new pressure vessel technology, support testing integrated SCBA against key certification test requirements (Task 4), to provide sample integrated SCBA for field evaluations (Task 5), and to deliver the final Technology Demonstrate Unit (Task 6). The IAFF shall hold an industry briefing to follow up with a solicitation for SCBA manufacturer support provided during the execution of Contract No. HSHQDC-08-C-00095. The IAFF shall evaluate proposal from prospective SCBA manufacturer program participants, apply evaluation criteria, and select the SCBA manufacturer that offers the best combination of proposed integration concept, responsiveness to program needs, and resource requirements. The IAFF shall oversee the work of the selected SCBA manufacturer in developing an initial design that integrates the new pressure vessel technology,

ATTACHMENT A: STATEMENT OF WORK

building initial prototypes, participating in a design review and field evaluation, redesigning the integrated SCBA, building additional prototypes, participating in a final design review and field evaluation, and providing complete specifications and prototypes to support certification testing and the delivery of the Technology Demonstration Unit.

4. The IAFF shall undertake the evaluation of SCBA prototypes integrating the new pressure vessel technology against selected respirator certification requirements provided in Title 42 Part 84 and industry requirements established in NFPA 1981, *Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services*. This task shall involve the selection of key certification tests and work with the certification organizations for the performance of the selected tests.
5. The IAFF shall plan and carry out a total of two field tests to evaluate the prospective SCBA using the new pressure vessel technology. The IAFF shall undertake the first field test to evaluate the design of the selected SCBA manufacturer's initial prototypes. The IAFF shall conduct a second field evaluation to determine the benefits of design improvements made by the selected manufacturer in the design of an integrated SCBA and to finalize the design of the Technology Demonstration Unit. The IAFF will report the findings of each field test.
6. The IAFF shall produce and provide DHS a working Technology Demonstration Unit (TDU) that incorporates the final prototype pressure vessel with the finalized design of the SCBA manufacturer's prototype to demonstrate the ability integrate the pressure vessel technology to safely achieve lower weight, thinner profile, and other benefits that provide emergency responders increased protection, mobility and interoperability in any hostile environment. As part of this task, the IAFF shall prepare and deliver a final report for the development effort.

Program Task	Major Subtasks	Key Milestones and Deliverables
Hold Technical Advisory Committee (TAC) meetings	Plan first meeting	Month 1 – plan/agenda
	Hold first meeting	Month 1 – meeting minutes
	Plan second meeting	Month 3 – plan/agenda
	Hold second meeting	Month 4 – meeting minutes
Provide support to DOT review of special permit request	Respond to each individual DOT request	Months 2-5 – report on DOT requests and responses
Work with leading SCBA supplier to integrate new pressure vessel technology	Hold manufacturer briefing	Month 1 – plan/agenda
	Review proposals and select SCBA manufacturer	Month 2 – evaluation criteria and SCBA manfr. recommendation
	Build pressure vessel arrays to support initial prototypes	Month 2 – Pressure vessel arrays (to SCBA manfr)
	Review initial prototype design	Month 3 – Report on initial design
	Build pressure vessel arrays to support revised prototypes	Month 4 – Pressure vessel arrays (to SCBA manfr)
	Review revised prototype design	Month 6 – Report on initial design
Undertake testing and certification of prototype SCBA against key industry standard tests	Select key certification tests	Month 6 – Recommended certification tests
	Undertake certification testing	Month 9 – Certification test results and findings
Conduct limited field testing of prototype SCBA utilizing new pressure vessel technology	Plan first field evaluation	Month 2 – Field test plan
	Conduct and report on first field evaluation	Month 4 – Field test report

ATTACHMENT A: STATEMENT OF WORK

Program Task	Major Subtasks	Key Milestones and Deliverables
	Plan first meeting	Month 1 – plan/agenda
	Plan second field evaluation	Month 5 – Field test plan
	Conduct and report on second field evaluation	Month 9 – Field test report
Provide DHS with working Technology Demonstration Unit (TDU)	Revise design and build final TDU	Month 9 – Final TDU
	Prepare final report	Month 9 – Final report

The IAFF shall provide the following deliverables as part of this effort:

1. Meeting date for first Technical Advisory Committee (TAC) meeting, to be provided upon start up of further development effort
2. Agenda and meeting materials for first TAC meeting and SCBA manufacturer proposed industry briefing, to be provided within 1 following start up of further development effort
3. Report(s) with description of intended response on any DOT requests from review of special permit evidence package submission, to be provided within 1 week of receiving each DOT request
4. Meeting minutes for first TAC meeting and SCBA manufacturer proposed industry briefing, to be provided 2 weeks following meeting
5. Prospective evaluation criteria and basis for selection of SCBA manufacturer, to be provided 1 week following IAFF recommendation for selection of SCBA manufacturer (provided in advance of actual selection)
6. Meeting date for second TAC meeting, location of first field evaluation site, and plan for first field evaluation to be provided within 6 weeks after start up of further development effort (to also be included in nearest monthly status report)
7. Report on initial SCBA manufacturer design of integrated SCBA, to be provided as part of nearest monthly status report
8. Meeting minutes for second TAC meeting, to be provided 2 weeks following meeting
9. Report on results of first field evaluation, to be provided 2 weeks following completion of evaluation
10. Plan for conduct of second field evaluation, to be provided 4½ months following the start up of the further development effort
11. Report on revised SCBA manufacturer design of integrated SCBA, to be provided as part of nearest monthly status report
12. List of selected certification tests, to be provided within 6 months following start up of the further development effort
13. Report on results of second field evaluation, to be provided 2 weeks following completion of evaluation
14. Certification test results and files for the a prospective SCBA using the new pressure vessel technology, to be provided 8½ months after the start of the further development effort

ATTACHMENT A: STATEMENT OF WORK

15. A final report, including final specifications and sample pressure vessels, to be provided 8½ months after the start of the project.
16. Monthly status reports will be provided by the 10th of each month following the start up of this further development effort.

III. Other SOW Details

1. **Program Status Report.** The International Association of Fire Fighters (IAFF) will deliver a monthly program status report to the DHS S&T Technical Representative. Progress reports shall be submitted the 10th calendar day following the prior calendar month being reported to the S&T Technical representative. Electronic copies of status reports shall be delivered in Microsoft Office (MS-Word, MS-Excel, etc.) formatting unless otherwise specified. Electronic submissions shall be made via email unless otherwise directed. Status reports shall include progress towards achieving goals identified in the Statement of Work during the reporting period, unanticipated technical or management problems of significance, problems anticipated in future reporting periods, summary of important meetings, briefings trips and conferences during the period of the report and those planned for the following period.
2. **Security Requirements.** All work performed under this SOW is unclassified.

IV. Points of Contact

International Association of Fire Fighters (IAFF) Points of Contact (POCs) are as follows:

- Technical POC(s) – Richard M. Duffy, Assistant to the General President, International Association of Fire Fighters (IAFF), Occupational Health, Safety, and Medicine, 1750 New York Avenue, NW, Washington, DC 20006, Phone: 202-737-8484, Fax: 202-737-8418, e-mail: rduffy@iaff.com
- Financial POC(s) – Jennifer Stewart, Grants Administration Director, International Association of Fire Fighters (IAFF), Occupational Health, Safety, and Medicine, 1750 New York Avenue, NW, Washington, DC 20006, Phone: 202-737-8631, Fax: 202-737-8418, e-mail: jfortier@iaff.com

The DHS POCs are as follows:

- DHS S&T Technical Representative – Gregory Price, Director, TechSolutions, Department of Homeland Security, Science and Technology Directorate, Washington, DC 20528, Phone: 202-254-6720, Fax: 202-254-6176, e-mail: gregory.price@dhs.gov.

2 AMENDMENT/MODIFICATION NO: P00001 3 EFFECTIVE DATE: See Block 16C 4 REQUISITION/PURCHASE REQ NO: RSTR-04-00012 5 PROJECT NO (if applicable)

6 ISSUED BY: U.S. Dept. of Homeland Security 7 ADMINISTERED BY (if other than item 5): U.S. Dept. of Homeland Security CODE: DHS/OPD/S&T/ASPCB

Office of Procurement Operations
S&T Acquisition Division
245 Murray Lane, SW
Building 410
Washington DC 20538

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code):

INTERNATIONAL ASSOCIATION OF FIREFIIGHTERS
1750 NEW YORK AVE NW 3RD FLOOR
WASHINGTON DC 200365201

9A AMENDMENT OF SOLICITATION NO: 9B DATED (SEE ITEM 11):

10A MODIFICATION OF CONTRACT/ORDER NO: RSHQDC-08-C-00095 10B DATED (SEE ITEM 13): 05/25/2008

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 13 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 FAR Part 43.103(a)(3): 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):
DUNS Number: 074801811-0000

LIST OF CHANGES:
The purpose of this modification is to extend the Period of Performance at no additional cost to the government.
Period of Performance End Date changed from 02-005-08 to 01-31-10
New period of performance July 7, 2008 through January 2, 2010
Total Amount for this Modification: \$0.00
New Total Amount for this Award: \$2,000,000.00

Continued ...
Except as provided herein, all terms and conditions of the document referenced in item 5A or 10A as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print): Harold A. Schaubberger, General President 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Sharon Flowers

15B CONTRACTOR/OFFEROR: Harold A. Schaubberger 15C DATE SIGNED: 9/15/09 15D UNITED STATES OF AMERICA: Sharon Flowers 15E DATE SIGNED: 9/15/2009

NAME OF OFFEROR OR CONTRACTOR
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contracting Officer changed from Elizabeth M. Moya to Sharon Flowers</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 7/1/08 to 6/30/10</p>				

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 27
2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-08-C-00095		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSTR-07-00031	
5. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/MSSNSPR	6. ADMINISTERED BY (If other than Item 5) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		CODE DHS/OPO/S&T/MSSN

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) INTERNATIONAL ASSOCIATION OF FIREFIGHTERS 1750 NEW YORK AVE NW 3RD FLOOR WASHINGTON DC 200065301		8. DELIVERY <input type="checkbox"/> FOR ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT Net 30
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM SEE BLOCK 12
CODE 0748019110000	FACILITY CODE	

11. SHIP TO/MARK FOR Department of Homeland Security 245 Murray Lane SW, Bldg. 410 Washington DC 20528	CODE DHS	12. PAYMENT WILL BE MADE BY U.S. Dept. of Homeland Security Science and Technology Directorate SPB Invoice Desk E-Mail: ST.Invoicing@dhs 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS S&T
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 259 (b) ()		14. ACCOUNTING AND APPROPRIATION DATA See Schedule	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
Continued		15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT			\$2,000,028.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	1,6
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	7	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	10	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	1,2				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) the award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Harold Schaitberger, General President		20A. NAME OF CONTRACTING OFFICER Elizabeth M. Moya	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 6/30/08	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 6/30/08
BY <i>Harold A. Schaitberger</i> (Signature of person authorized to sign)		BY <i>Elizabeth M. Moya</i> (Signature of the Contracting Officer)	

06/07/08

15.13

007778418

TAF

PAGE

07/08



C.0 DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 BACKGROUND

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The DHS Directorate of Science and Technology (S&T) is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. This Statement of Work (SOW) is for the further development of a revolutionary new pressure vessel technology (cylinders) for use in Self-Contained Breathing Apparatus (SCBA). Current SCBA cylinders primarily use an aluminum liner. Due to their shape and rigidity, along with their added bulk and weight, the cylinders result in additional stress for emergency responders and are associated with increased injuries and fatalities. The prototype pressure vessel technology, for use with existing SCBA, is significantly lower in weight and is constructed with a markedly reduced size/shape. The device will be worn on the outside of a first responders' personal protection gear and shall be compatible with existing SCBA face pieces, connections and second-stage regulators. By making the unique SCBA available to the first responder community, DHS will promote a safer and more effective response to various national emergencies that require the use of SCBA. The tasks under this SOW move the technology from invention to commercial use.

The primary obstacle for commercialization of the new pressure vessel technology is approval by the Department of Transportation. The innovative vessel technology does not fit into any government standard specifically governing transportable pressure vessels. The transportation and use of pressure vessels within the United States is governed by the Department of Transportation (DOT). Title 49 Code of Federal Regulations (CFR) contains the requirements for pressure vessels in Parts 171-180. Currently, these regulations only contain information for the typical pressure vessel design that utilized welded or seamless steel or aluminum. The only plastic-lined pressure vessels approved by the DOT are those permanently attached to vehicles and, by definition, are non-transportable. These types of vessels include those for compressed natural gas, but do not include portable SCBA.

C.2 SCOPE OF WORK

The tasks under this SOW will provide the U.S. government and the First Responder community with a DOT-approved SCBA pressure vessel (cylinder) that is lighter, thinner and more flexible than any SCBA pressure vessel on the market today. The device shall be transitioned from a concept prototype to an operational technology demonstration unit that can be tested, certified and accredited against existing International Organization for Standards (ISO), Compressed Gas Association (CGA) and DOT standards.



Program Element/Project	Major Tasks	Key Milestones and Deliverables*
Creation and operation of Technical Advisory Committee (TAC) representing different emergency services organizations and groups	<ul style="list-style-type: none"> - Establish TAC - Hold 3 TAC meetings 	<ul style="list-style-type: none"> - 1 month: List of TAC members - 2 month: first TAC meeting - 6 months: second TAC meeting - 11 months: third TAC meeting
Initiate strategy to obtain DOT exemption for the new SCBA pressure vessel technology (cylinder)	Prepare strategy and approach for obtaining : <ul style="list-style-type: none"> - DOT exemption - DOT exemption request submission 	<ul style="list-style-type: none"> - 3 months: Strategy and Approach document - 10 months: Test and Evaluation data - 10 months: Evidence Package
Obtain working model(s) which incorporate new pressure vessel with existing SCBA	<ul style="list-style-type: none"> - Prepare Acquisition Plan - Select manufacturer(s) and issue subcontract(s) 	<ul style="list-style-type: none"> - 1 month: Acquisition Plan - 8 months: Subcontract with manufacturer(s)
Conduct limited field testing of SCBA utilizing new pressure vessel	<ul style="list-style-type: none"> - Select 3 field test sites - Prepare field test plan 	<ul style="list-style-type: none"> - 11 months: detailed field test plan, subject to Government approval
Undertake formal testing and certification of SCBA with the new pressure vessel	<ul style="list-style-type: none"> - Submit prototype pressure vessel with SCBA to DOT and NIOSH for testing and certification 	<ul style="list-style-type: none"> - 15 months: certification test results
Provide DHS with working Technology Demonstration Unit (TDU)	<ul style="list-style-type: none"> - Produce TDU incorporating the prototype pressure vessel (cylinder) with an existing SCBA 	<ul style="list-style-type: none"> - 15 months: TDU that meets DOT standards for transporting compressed air and is compatible with existing SCBA face pieces, connectors and second stage regulators.

*(Calendar months beginning with date of contract award)



The specific steps to accomplish the work identified in the six tasks above include:

- Establishing a Technical Advisory Committee that consists of at least 12 individuals representing different emergency services organizations and groups. The selection of specific individuals shall include end users who are knowledgeable in the use and testing of SCBA for their respective organizations.
- Conducting a minimum of three meetings of the Technical Advisory Committee over the course of the project. These meetings shall include an initial meeting for general feedback on the new technology, discussing methods for working with prospective SCBA manufacturers, and creating awareness about the new technology throughout the emergency services community. A second meeting shall address the review of the pressure vessel configuration and findings from the testing and evaluation of the prospective system. The second meeting shall also be used to identify approaches for conducting field-testing. The third meeting of the Technical Advisory Committee shall address a final review of all findings throughout the project with specific recommendation for field implementation of the pressure vessel technology within the emergency services.
- Preparing a strategy and approach to support the submission of a request for an exemption to DOT for qualifying the new pressure vessel. This strategy and approach shall be documented in a plan that involves review of other exemption for SCBA bottles, the review of other unique pressure vessel exemption applications, the generation of an approach for DOT exemption on different pressure vessel configuration for use with compressed air for use in SCBA and military applications. As part of this effort, the IAFF and SID/VI shall contact DOT, establish a relationship, and discuss approaches to get clarifications and concurrence.
- Submitting an application to the DOT for exemption of the pressure vessel under 49 CFR § 107.105 using an appropriate standard and generate necessary documentation to fulfill the requirements placing the exemption in the DOT review schedule. The contractor shall perform all other analyses, tests and documentation, per the identified appropriate standards, to support the exemption request.
- Preparing a detailed, comprehensive Action Plan that describes all efforts for development, testing, and evaluation of the pressure vessels, in combination with an existing SCBA, by emergency service responders. The plan shall detail proposed meetings of the Technical Advisory Committee, work with selected SCBA suppliers for the integration of the new pressure vessel design with their SCBA products, field testing new pressure vessel design with existing SCBA by emergency services responders, and meet certification requirements for the vessel



with existing SCBA. Development of, and evaluation for, a request to a DOT for an exemption shall be separately covered in the plan described in Task 4.

- Selecting at least two different manufacturers to evaluate how the new pressure vessel may be integrated with existing SCBA technology, including the SCBA face piece, connections, and second-stage regulator. The contractor shall ensure participating manufacturers provide support services for later testing and certification of an integrated product with the new pressure vessel.

- Making arrangements to have at least one SCBA manufacturer undertake the certification testing of a emergency services SCBA using the new pressure vessel technology per the requirements of 42 CFR Part 84 and NFPA 1981.

- Carrying out at least 3 different field tests of a selected SCBA using the new pressure vessel technology. The selected field test sites shall represent different types of emergency service organizations. The contractor shall document the findings of the field tests.

- Preparing a final report on the development of the new SCBA pressure vessel technology, covering all aspects of the project work. The report shall include final specifications and a Technology Demonstration Unit compatible with existing SCBA face pieces, connectors and second stage regulators and meeting DOT standards for transporting compressed air.

C.3 OTHER CONTRACT DETAILS

- A. **DHS-Furnished Property.** DHS property will not be provided to the contractor.
- B. **Publications and Communications Concerning Work Performed Under This SOW.** All public communication referencing the work performed under this SOW shall be coordinated between the contractor and the S&T Technical Representative. The contractor shall route technical communication products such as reports, journal articles, presentations, and white papers and public communication products (e.g., brochures and fliers) through the contractor's information review and release process before providing the deliverable to S&T for review and approval 30 days before any release to an external audience.
- C. **Security Requirements.** All work performed under this SOW is unclassified.



D.0 PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Data delivered under this contract may be electronically submitted to Gregory.Price@dhs.gov . When delivery is submitted by mail, standard commercial preservation, packaging and packing shall be employed to meet the packaging requirements of the carrier and to insure delivery, to the addressee at destination.. The contractor shall preserve, pack and package in such a way to ensure complete delivery at destination without damage or deterioration of the supplies due to the hazards of shipping, handling or storage.

E.0 INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

The following FAR clauses are available in full text at <http://www.acqnet.gov/far/> and incorporated by reference into this contract:

52.246-7	Inspection of Research and Development – Fixed-Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

E.2 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

An inspection, acceptance and receiving report shall be signed by an authorized Government representative to evidence receipt, inspection and acceptance of supplies. The report shall be completed at the place(s) specified in the contract for Government receipt and acceptance.

E.3 ACCEPTANCE CRITERIA

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms and conditions of the contract and all modifications.

F.0 DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

The following FAR clauses are available in full text at <http://www.acqnet.gov/far/> and incorporated by reference into this contract:



52.242-15	Stop-Work Order	Aug 1989
52.247-34	F.o.b. Destination	Nov 1991

F.2 PERIOD OF PERFORMANCE

The period of performance is from date of award through 15 months thereafter.

F.3 PLACE OF PERFORMANCE

The principal place of performance shall be at the contractor's facilities.

F.4 DELIVERY ADDRESS

A. Data deliveries may submitted electronically via e-mail to the S&T Technical Representative at: Gregory.Price@dhs.gov

B. Any inbound U.S. mail should be addressed to:

Department of Homeland Security
ATTN: Gregory Price, Science & Technology Directorate
245 Murray Lane, SW Building 410
Washington, DC 20528

All freight delivery services such as Federal Express, UPS, etc. and hand deliveries should be addressed to:

Department of Homeland Security
ATTN: Gregory Price, Science & Technology Directorate
Anacostia Naval Annex
245 Murray Lane, SW Bldg. 410
Washington, DC 20528

(The Murray Lane hours of operation are 7:30 am to 4:00 pm ET, Monday through Friday. No one is available after 4:00 pm; a message may be left on an answering machine. The Murray Lane location may redirect delivery of large freight or parcel shipments to the Mobile Search Unit. If redirected, each driver will receive instructions on processing the shipment. For any issues, call the RDS at 202-610-6793 or Mail Ops Ctr at 202-772-9747.)

If you know that your shipment is larger than the screening device on the loading dock, is bulky, or on a pallet, it can be sent directly to:

Department of Homeland Security
ATTN: Gregory Price, Science & Technology Directorate
Mobile Search Unit, Southeast Federal Center



Building Pad
159 3rd & M Street, SE
Washington, DC 20407

(Hours of operation are 5:00 am to 6:00 pm ET, six days a week. Prior to sending a large shipment or oversize parcel, contractors may call 202-260-3256 or 202-690-9121.)

[Important: Drivers of freight shipments will need to have the proper paperwork, including all of the above information, a current driver's license, and proof of insurance. The truck must be able to pass inspection and the driver must know the designated destination.]

A copy of the transmittal letter forwarding the deliverable(s) to the specified destination(s) shall include the contract number and shall be submitted via e-mail to the Contracting Officer.

F.5 DELIVERABLES / SCHEDULE

See SECTION C.2 of the contract.

F.6 PROGRESS REPORTS - FIXED PRICE

The monthly program progress reports shall be submitted the 10th calendar day following the prior calendar month being reported to the S&T Technical Representative, and shall include the following:

- (a) Summary of progress towards achieving goals identified under the Statement of Work during the reporting period (include any significant technical information).
- (b) Unanticipated technical or management problems of significance.
- (c) Problems anticipated in future reporting periods.
- (d) Summary of important meetings, briefings, trips and conferences during the period of the report and those planned for the following period.

F.7 METHOD OF DELIVERY

Electronic copies of data shall be delivered in Microsoft Office (MS-Word, MS-Excel, etc.) formatting unless otherwise specified. Electronic submission shall be made via e-mail, unless otherwise directed.



G.0 CONTRACT ADMINISTRATION DATA

G.1 DHS OFFICE OF PROCUREMENT OPERATIONS (OPO) POINT OF CONTACT

Name: Ms. Elizabeth Moya
Title: Contracting Officer
Agency: Department of Homeland Security
Science & Technology Directorate /
Office of Procurement Operations
Address: Washington, DC 20528
Voice: (202) 254-5619
Fax: (202) 254-5391
Email: Elizabeth.Moya@dhs.gov

G.2 S&T TECHNICAL REPRESENTATIVE

Name: Mr. Gregory Price
Title: Director, TechSolutions
Agency: Department of Homeland Security
Science & Technology Directorate
Address: Washington, DC 20528
Voice: (202) 254-6720
Fax: (202) 254-6176
Email: Gregory.Price@dhs.gov

G.3 CONTRACTOR POINTS OF CONTACT (POCs)

- Technical POC –

Richard M. Duffy, Assistant to the General President
International Association of Fire Fighters (IAFF)
1750 New York Avenue, NW
Washington, DC 20006
rduffy@iaff.com
202-737-8484 (phone)
202-737-8418 (facsimile)

- Financial POC –

Jennifer Fortier, Grants Administration Director
International Association of Fire Fighters (IAFF)



1750 New York Avenue, NW
Washington, DC 20006
jfortier@iaff.com
(202) 737-8631 (phone)
(202) 727-8418 (facsimile)

G.4 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (CO) assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. The CO is the only individual who has the authority to enter into, administer, or terminate this contract and is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the CO. However, any Contracting Officer assigned to DHS, and acting within his/her authority, may take formal action when contract administration is required and the primary Contracting Officer is unavailable. In addition, the Government reserves the right to assign a successor Contracting Officer.

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

G.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(a) Pursuant to HSAR 3052.242-72, incorporated herein, the Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

G.6 INTERPRETATION OR MODIFICATION

No oral statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the



scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this contract. All requests for interpretation or modification shall be made in writing to the CO.

G.7 TRAVEL

Domestic/local travel shall take place in accordance with the Federal Travel Regulations (FTR) and will be considered reasonable and allowable to the extent permitted by FAR 31.205-46. Invoices for travel reimbursement shall be accompanied by supporting receipts when required by the FTR, or when requested by authorized Government representatives.

G.8 PAYMENT AND INVOICING INSTRUCTIONS

- (a) Fixed price progress payments will be made promptly to the contractor when requested as work progresses, but not more than monthly.
- (b) To initiate payment, the contractor shall submit proper invoices for payment in the manner and format described below:
 - 1) The Contractor shall submit an electronic invoice to the following email address:

ST.Invoicing@dhs.gov
 - 2) Each invoice shall include the following:
 - (1) Contract Number
 - (2) Contractor Name
 - (3) Date of Invoice
 - (4) Invoice/voucher Number
 - (5) Date items submitted
 - (6) Location where items were delivered
 - (7) Government Receipt, Inspection and Acceptance – including the signature & title of the authorized government representative and date signed

H.0 SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT

The contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or



preferred by the Federal Government or is considered by the Government to be superior to other products or services.

Under no circumstances shall the contractor, or anyone acting on behalf of the contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release, commercial advertising or other publication without first obtaining explicit written consent to do so from the Contracting Officer.

H.2 CONFIDENTIALITY INFORMATION

- A. Pursuant to HSAR 3052.204-71, incorporated herein, the Contractor, to the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary (including orally disclosed information that is promptly reduced to writing), shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer and shall have its employees having access to such information to sign appropriate non-disclosure agreements consistent with this clause and HSAR 3052.204-71.
- B. The foregoing obligations, however, shall not apply to:
- (1) Information or data which is in the public domain at the time of receipt by the Contractor;
 - (2) Information or data which is in the public domain at the time of receipt by the Contractor;
 - (3) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
 - (4) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof;
 - (5) Information or data which the Contractor can demonstrate was received by a third party who did not require the Contractor to treat it in confidence; or
 - (6) Information that is independently developed by the Contractor
- C. The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity requesting such agreement and that is supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer, upon written request.
- D. This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given



access to or be furnished with confidential or proprietary business, technical, or financial information or data. The Contractor shall hold in confidence all information disclosed to it under this contract for a period of five (5) years from the effective date of disclosure.

H.3 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Annual and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work. Annual and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted thirty days to respond. Contractor response is voluntary. Any disagreement between the parties regarding an evaluation will be referred to the Head of the Contracting Activity, whose decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

FAR 42.15 require agencies to prepare annual and final evaluations of contractor performance. The U.S. Department of Homeland Security utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.



H.4 HOLIDAYS AND ADMINISTRATIVE LEAVE

U. S. Department of Homeland Security personnel observe the following days as holidays:

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

Inauguration Day (every fourth year), or any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance, or adjustment to the price, except as set forth in the contract.



PART II--CONTRACT CLAUSES

1.0 CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The FAR clauses are available in full text at <http://www.acqnet.gov/far/> and HSAR clauses at: <http://www.dhs.gov/xopnbiz/regulations/>.

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records – Negotiation	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997



52.215-10	Price Reduction for Defective Cost or Pricing Data – Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices (OCT 1997) and Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006



52.227-1	Authorization and Consent ALT I	DEC 2007 APR 1994
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-11	Patent Rights – Retention by the Contractor (Short Form)	DEC 2007
52.227-14	Rights in Data – General	DEC 2007
52.227-16	Additional Data Requirements ALT II ALT III	JUN 1987 DEC 2007 DEC 2007
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-2	Payments Under Fixed Price Research and Development Contracts	APR 1984
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price Alternate V	AUG 1987 APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007



52.249-2	Termination for Convenience of the Government (Fixed Price)	MAY 2004
52.249-9	Default (Fixed-Price Research and Development)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
3052.204-71	Contractor Employee Access	JUN 2006
3052.219-70	Small Business Subcontracting Program Reporting	JAN 2006
3052.242-71	Dissemination of Contract Information	DEC 2003
3052.242-72	Contracting Officer's Technical Representative	DEC 2003

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).



I.3 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES AND FEES (FAR 52.222-39) (DEC 2004)

- (a) *Definition.* As used in this clause—
“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) *Except* as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:



National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.



- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.4 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (HSAR 3052.209-70) (JUN 2006)

(a) Prohibitions.

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



(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to



disregard transactions whose recognition would defeat the purpose of Section 835.

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

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

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

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

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