



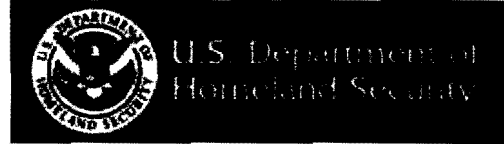
*Department of Homeland Security
Office of Procurement Operations
Science and Technology Acquisition Division*

Request for Quotations

NO. HSHQDC-09-F-00157

For

**Logistics and Infrastructure Support for the DHS Transportation
Security Laboratory – Terms and Conditions**



Terms and Conditions

1. Task Order Type

1.1 This task order is awarded as a Time and Material contract.

1.2 The Contractor shall efficiently manage the total estimated labor hours and total costs authorized under the task order's Price Schedule, which collectively, represent a ***Not-To-Exceed Ceiling Amount*** based on projected hourly usage. The labor rates contained in the Price Schedule are fully burdened (loaded) fixed hourly rates that include wages, overhead, general and administrative expenses, and profit for each category of labor identified. These rates shall be consistent with those contained in the Contractor's previously competed General Services Administration (GSA) contract notwithstanding any reduction based on discounts offered the Government under this order.

1.3 Pursuant to Sub-paragraph (c), Federal Acquisition Regulation (FAR) clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Dec 2002), if at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.

2. Period of Performance

2.1 The period of performance for the proposed task order will be one (1) twelve-month base period and one (1) four (4) year option periods as follows:

| | |
|-----------------|---|
| Base Period | 12 Months from Date of Award |
| Option Period 1 | 12 Months from the end of the Base Period |
| Option Period 2 | 12 Months from the end of the Option Period 1 |
| Option Period 3 | 12 Months from the end of the Option Period 2 |
| Option Period 4 | 12 Months from the end of the Option Period 3 |

3. Place of Performance

3.1 The place of performance will be at the Contractor's facilities, at the Department of Homeland Security (DHS) Science & Technology Directorate (S&T) Transportation Security Laboratory (TSL) located at the William J. Hughes Technical Center, Atlantic City, New Jersey. Some work may be required at vendor (systems vendors to the Government) facilities or other locations.

4. Government Furnished Information (GFI), Equipment (GFE) and Property (GFP)

4.1 DHS-Furnished Information: The Government will provide certain DHS information, materials, and forms unique to DHS to the Contractor to facilitate the support of the work effort.

4.2 DHS-Furnished Facilities, Supplies, Services and Property: The Government will provide the contractor with facilities, test plans, test bags, additional test articles, explosives and concealments, test database, and relevant documents/reports, such as those related to historical threat data, industry statistics, and program area operations (cargo/checked bag) to the extent these data/reports are available and reside with the TSL.

4.3 It is not foreseen that other DHS property will be provided to the Contractor. In the event that other property is provided to the Contractor to facilitate the performance of this work effort, DHS will maintain property records.

4.4 The Contractor may be requested to purchase some items in support of this work effort. Before purchasing any individual item equal to or exceeding \$500.00 that is required to support technical tasks performed pursuant to this SOW, the contractor shall obtain the DHS S&T Technical Representative's prior written consent. The DHS S&T Technical Representative may lower or raise the aforementioned \$500.00 threshold at his/her discretion and on written notice to the contractor. If the DHS S&T Technical Representative consents to such purchase, such item will become the property of DHS. The contractor shall maintain any such items according to currently existing property accountability procedures. The DHS S&T Technical Representative will determine the final disposition of any such items. No purchases over \$500.00 are anticipated.

5. Language Requirement

5.1 Contractor personnel shall have sufficient English language proficiency to perform technical services.

6. Travel

6.1 All travel performed and all travel costs claimed shall be in accordance with the Government's Federal Travel Regulation (FTR) and the task order. The Government shall approve travel in advance and supporting documentation shall be provided for costs claimed. Allowable and substantiated travel costs will be reimbursed.

6.2 In accordance with the FTR, local travel costs authorized include, but are not limited to, the following: transportation costs to reach destination, such as cab fare or mileage and parking fees.

6.3 In accordance with the FTR, business travel costs (non-local) authorized include, but are not limited to, the following: airfare; lodging; meals and incidental expenses ("M&IE"); car rental (includes refueling) and ground transportation to and from airport. Transportation to and from airport via personal vehicle includes associated mileage and parking fees. Unless approved in advance, lodging and M&IE shall not exceed GSA Per Diem rates.

6.4 In accordance with the FTR, receipts shall be provided for each incidental expense incurred, which exceeds \$75.00. Incidental expenses apply to both local and business travel, though likelier to occur while on business travel. (Example of an incidental expense on business travel would be cab fare incurred to and from airport.) Lodging and transportation expenses incurred to reach business destination are not considered incidental expenses. If it is impracticable to furnish said receipts in any instance as required by the FTR, the failure to do so must be fully explained. Mere inconvenience in the matter of taking receipts will not be considered.

7. Work Hours

7.1 Total work hours in a month are defined as hours expended by the Contractor in performing work under the task order. The Contractor shall not bill the Government for sick leave, vacation, holidays, jury duty, military leave or any other type of administrative leave.

7.2 When the Government requires and approves the Contractor to work additional hours in a month, including Saturdays, Sundays and Federal holidays, the Contractor shall be paid in accordance with the GSA labor rates to include any discounts contained in the Price Schedule. The Government will not pay a premium on labor rates for additional hours worked.

7.3 Unless otherwise required and approved by the Government, the Contractor shall follow Government procedures for any unscheduled shutdown of Government facilities outside of or during normal business hours in cases warranted by weather conditions, security issues, or other Government-identified emergency health and safety evacuation.

8. Contract Administration

8.1 The Contracting Officer is the only person authorized to approve changes to any of the terms and conditions of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract, which includes any subsequent contract modifications or other specific written authorization from the Contracting Officer.

Contracting Officer Information

Kevin C. Dillon
Department of Homeland Security
Office of Procurement Operations
Transportation Security Laboratories
Building 315
Atlantic City International Airport
Atlantic City, NJ 08405

Office: 609-813-2833
Fax: 609-383-1973

8.2 Invoice Submission. The Contractor shall submit an original invoice electronically, including any required back-up documentation within ten (10) days of completion of monthly services to the Contracting Officer Technical Representative (COTR) with a courtesy copy provided concurrently to the Contracting Officer (CO). **See HSAR 3052.242-72 Contracting Officer's Technical Representative (Dec 2003) at Paragraph 18 below for the COTR's email address.** Upon receipt of invoice, the COTR, within five (5) business days, will ensure sufficiency and certify inspection and acceptance of services on Department of Homeland Security (DHS) Form 700-21 "Material Inspection and Receiving Report" then forward the completed DHS Form 700-21 with invoice and any applicable back-up documentation electronically to the CO for approval (unless invoice approval otherwise re-delegated to the COTR by the CO). The COTR will maintain copies of all invoices, back-up documentation, and completed DHS Form 700-21 in the official COTR file.

In parallel, the Contractor shall submit a copy of the invoice via e-mail to SAT.Invoice.Consolidation@dhs.gov & a hard copy to the following address:

Invoices shall be mailed to the following address:

DHS ICE
Burlington Finance Center
PO Box 1000
Williston, Vermont 05495-1000
Attn: S&T Division OPO

Department of Homeland Security
Office of Procurement Operations
Transportation Security Laboratories
Building 315
Atlantic City International Airport
Atlantic City, NJ 08405

8.3 To be deemed sufficient, each invoice must contain and correctly cite the following information in accordance with the Prompt Payment clause contained in the Contractor's GSA prime contract, (1) task order number being invoiced against; (2) the Contractor's business name and address exactly as it appears in the task order; (3) a company specific invoice number; (4) the Contractor's electronic funds transfer information (if applicable); (5) amount billed for by contract line item number (CLIN) formatted in a manner that mirrors the Price Schedule; (6) assignment of claims information (if applicable); (7) labor category, labor rate, site location, number of labor hours worked, and total for each site and all sites combined (rates must reflect those contained in the Price Schedule including discount); (8) Tax identification Number (TIN); (9) period services were performed; (10) procuring activity; and (11) point of contact, telephone number, and email address.

8.4 Invoices shall reflect any cost incurred with respect to previously approved travel expense identifying local or business (TDY) travel; description/purpose of travel, include dates; staff name(s); total travel amount for staff member per trip; lodging and transportation costs including Per Diem rate, and total monthly amount for all staff travel.

8.5 The Contractor's final invoice shall be identified as such and shall list all other invoices previously submitted under this task order.

9. Implementation of Executive Order (EO) 12334 Terrorist Financing

9.1 The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

10. Disclosure of Information

10.1 Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

10.2 Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this task order and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the task order.

10.3 In performance of this task order, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

10.4 Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

11. Section 508 Compliance

11.1 Section 508 refers to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d). Section 508 assessments are required of all systems and are intended to ensure that individuals with disabilities have comparable access to and use of information and data comparable to the access provided to individuals without disabilities (unless this would pose an undo burden on the Federal Agency). The assessment is not to include physical access at any defined-benefit technology solution-related site. The 508 assessment shall be performed by OPM. The successful Contractor must make accessible to the Government, or its designee, information systems residing in the Contractor's (or as appropriate sub-Contractor's) facilities that support the operations and assets of the Government as part of this task order, so that the 508 assessment may be performed.

11.2 All Electronic and Information Technology (EIT) procured through this task order must meet the applicable accessibility standards at 29 USC 794d and 36 CFR 1194, unless an exception to this requirement exists as determined by the Government. See 29 USC 794d at <http://www.section508.gov/index.cfm?Fuseaction=Content&ID=12>, and 36 CFR 1194 implementation Section 508 of the Rehabilitation Act of 1973, as amended, at http://www.access-board.gov/sec508/508_standards.htm - PART 1194).

The following standards are applicable to this procurement:

a) [provided at time of award]

NOTE: The 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

12. Removal of Contractor Employees

12.1 The Contracting Officer may require dismissal from work of those Contractor employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor must fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons.

13. Security Requirements

13.1 Identification/Building Pass

13.1.1 The Contractor shall coordinate with the COTR to assure that any Contractor employee requiring access to the DHS offices has a Contractor identification/building pass before the employee enters on duty under the task order. Personnel designated by the COTR shall complete appropriate forms specified by the DHS Office of Security for security clearance requirements.

The Contractor shall see that all passes are returned to the Government as employees are dismissed, terminated or when the need for the employee to have access to DHS offices ceases.

13.2 Security Clearance Requirements

13.2.1 DHS has determined that performance of this task order requires that the Contractor, subcontractor(s), vendor(s), etc. (hereafter included in the term Contractor), require access to classified National Security Information (herein known as classified information) and sensitive but unclassified (SBU) information. All Contractor personnel are required to have SECRET clearances.

13.2.2 If classified work is required under this work effort, the Government will provide specific guidance to the Contractor as to which work will be conducted in a classified manner and at which classification level. The Contractor shall also adhere to other applicable Government orders, guides and directives pertaining to classified or confidential work.

13.2.3 Security Requirements:

52.204-2 Security Requirements.

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

Security Requirements (Aug 1996)

(a) This clause applies to the extent that this contract involves access to information classified "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.

(End of clause)

13.2.4 The Contractor shall possess a facility security clearance or demonstrate the ability to obtain a security clearance. As such, the Contractor shall comply with DD Form 254.

13.3 Suitability Determination

13.3.1 DHS has and will exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Contractor

employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the task order. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the DHS Office of Security. Contract employees assigned to the task order not needing access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.

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

13.4 Background Investigations

13.4.1 Contract employees (to include applicants, temporaries, part-time, and replacement employees) under the task order, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the task order. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Office of Security. Prospective Contractor employees shall submit the following completed forms to the DHS Office of Security through the COTR no less than 30 days before the starting date of the task order or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement
4. Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

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

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

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

13.5 Continued Eligibility

13.5.1 If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the task order.

13.5.2 The DHS Office of Security may require drug screening for probable cause at any time and/or when the Contractor independently identifies, circumstances where probable cause exists.

13.5.3 DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this task order.

13.5.4 The Contractor will report any adverse information coming to their attention concerning Contractor employees under the task order to the DHS Office of Security. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

13.5.5 The DHS Office of Security must be notified of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

13.6 Employment Eligibility

13.6.1 The Contractor must agree that each employee working on this task order will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

13.6.2 Subject to existing law, regulations and/or other provisions of this task order, illegal or undocumented aliens will not be employed by the Contractor, or with this task order. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this task order.

13.7 Security Management

13.7.1 The Contractor shall appoint a senior official to act the corporate security officer. This individual should be the Program Manager. This responsibility is not to be separately billed under the contract. The individual will interface with the DHS Office of Security through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

13.7.2 The COTR and the DHS Office of Security shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this task order. Should the COTR determine that the Contractor is not complying with the security requirements of this task order, the Contractor will be informed in writing by the contracting officer of the proper action to be taken in order to effect compliance with such requirements.

13.8 Information Technology Clearance

13.8.1 When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub*. Contractor personnel must have favorably adjudicated background investigations commensurate with the define sensitivity level.

13.8.2 Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

13.8.3 Information Technology Security Training and Oversight:

13.8.3.1 All Contractor employees using Department automated systems or processing Department sensitive data will be required to complete security awareness training. This training will be provided by the appropriate component agency of DHS.

13.8.3.2 Contractors who are involved with the 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.

13.8.3.3 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 DHS Office of Security or Information Systems Security Officer (ISSO).

14. Non-Disclosure of Protected Critical Infrastructure Information

14.1 The Contractor and the Government agree to implement an interim rule promulgating new regulations at Title 6 Code of Federal Regulations Section 29.8(c) to govern procedures for handling critical infrastructure information. The regulations detailed in the interim rule, which was effective upon publication pursuant to Section 808 of the Congressional Review Act, were promulgated pursuant to Title II, Section 214 of the Homeland Security Act of 2002, known as the Critical Infrastructure Information Act of 2002 (CIIA Act).

14.2 The Contractor shall not request, obtain, maintain or use Protected CII without a prior written certification from the Protected CII Program Manager or a Protected CII Officer that conforms to the requirements of Section 29.8(c) of the regulations in the Interim Rule.

14.3 The Contractor shall comply with all requirements of the Protected CII (PCII) Program set out in the CII Act, in the implementing regulations published in the Interim Rule, and in the PCII Procedures Manual as they may be amended from time to time, and shall safeguard Protected CII in accordance with the procedures contained therein. The Contractor shall ensure that each of its employees, consultants and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager. The Contractor shall ensure that each of its employees, consultants and subcontractors has executed a NDA and agrees that none of its employees, consultants or subcontractors will be given access to Protected CII without having previously executed a NDA.

15. Standards of Conduct at Government Installations

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

15.2 If due to the fault or neglect of the Contractor, his agents, or employees, any Government property, equipment, stock, or supplies are lost or damaged during performance of this task order, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property.

15.3 The Contractor is responsible for maintaining assigned space(s) in a clean and orderly fashion during the course of this task order. Furniture as may be assigned to the space(s) shall remain in place and not removed from areas. All telephones are for conducting official Government business only. The Contractor is responsible for exercising control over all supplies, materials, and equipment of a personal or company nature.

16. Public Release of Information

16.1 Publicity releases in connection with this task order shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

Task Order Clauses

The Contractor's GSA Schedule contract clauses are hereby incorporated into this task order.

This task order incorporates one or more clauses by reference (see table below), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://acquisition.gov/comp/far/index.html> or for DHS specific clauses at <http://farsite.hill.af.mil/VFHSAR1.htm>

| Clause | Title | Date |
|-------------------|---|------------|
| | DHS Clauses/Provisions | |
| 3028.307 | Insurance under cost-reimbursement contracts | June 2006 |
| 3052.204-70 | Security Requirements for Unclassified Information Technology Resources | June 2006 |
| 3052.204-71 | Contractor Employee Access | June 2006 |
| 3052.204-71-Alt I | Contractor Employee Access | June 2006 |
| 3052.209.72 | Organizational Conflict of Interest | June 2006 |
| 3052.209.73 | Limitation of Future Contracting | June 2006 |
| 3052.222-70 | Strikes or Picketing Affecting Timely Completion of the Contract Work | Dec 2003 |
| 3052.222-71 | Strikes or Picketing Affecting Access to a DHS Facility | Dec 2003 |
| 3052.228-70 | Insurance | Dec 2003 |
| 3052.237-71 | Information Technology Systems Access for Contractor | Dec 2003 |
| 3052.242-71 | Dissemination of Contract Information | Dec 2003 |
| 3052.242-72 | Contracting Officer's Technical Representative | Dec 2003 |
| 3052.245-70 | Government Property Reports | Dec 2003 |
| | Additional FAR Clauses | |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations-Representation | Jan 2009 |
| 52.222-54 | Employment Eligibility Verification | July 2009 |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | Aug 1996 |
| 52.227-3 | Patent Indemnity | April 1984 |
| 52.227-14 | Rights in Data—General | Dec 2007 |
| 52.227-14 Alt II | Rights in Data—General | Dec 2007 |
| 52.227-14 Alt III | Rights in Data—General | Dec 2007 |
| 52.227-14 Alt IV | Rights in Data—General | Dec 2007 |
| 52.227-16 | Additional Data Requirements | June 1987 |
| 52.228-5 | Insurance – Work on A Government Installation | Jan 1997 |
| 52.237-3 | Continuity of Services | Jan 1991 |
| 52.246-6 | Inspection – Time-and-Materials and Labor-Hour | May 2001 |

FAR 52.217-8- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the task order's expiration date.

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the contract expiration date provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Dec 2002)

The Government will pay the Contractor, as follows, upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime,

the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor—

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall—

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but

in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

52.243-3 -- Changes -- Time-and-Materials or Labor-Hours (Sept 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the

following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

HSAR 3052.215-70 Key Personnel or Facilities (Dec 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

| <u>Labor Category</u> | <u>Quantity of Resumes</u> |
|---|----------------------------|
| Contract Manager | 1 |
| Engineer Tech III | 1 |
| Radiation Specialist | 1 |
| Senior Environmental Health & Safety Specialist | 1 |

HSAR 3052.242-72 Contracting Officer's Technical Representative (Dec 2003)

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.

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.

CONTRACTING OFFICER'S
TECHNICAL REPRESENTATIVE

Maria Torres
William J. Hughes Technical Center
Transportation Security Laboratory, Bldg. 315
Atlantic City, NJ 08405
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**Statement of Work for
Technical, Logistics and Infrastructure Support for the TSL
Directorate of Science and Technology
U.S. Department of Homeland Security
*Transportation Security Laboratory
Atlantic City, New Jersey***

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.

Special legislative, legal, or regulatory authorities applicable to this solicitation:

OSHA 29CFR Part 1910, 10CFR Part 20 & 21CFR 1020.40
TSL Safety Handbook - DHS –STD-TSL- 08/53
TSL Radiation Safety Plan
TSL Chemical Hygiene Plan – White Cover 2490 Internal Doc

2. Scope of Work

This statement of work requires the contractor to establish the necessary capacity and provide the operational (i.e., organizational, administrative and technical) support necessary to enable these activities to be conducted efficiently and effectively. For each of the areas listed below, organizations other than the contractor may perform or support related activities. These organizations include Transportation Security Laboratory (TSL), other government (U.S. and international), other contractor, equipment vendor or other transportation security stakeholders. The contractor must ensure that the necessary actions are taken to enable this to occur, either initially or on an event basis.

Vendor shall perform the tasks described in this SOW:

- Technical, Logistics and Infrastructure Support
- Environmental Health & Safety
- Program Management

2.1. Technical, Logistics and Infrastructure Support

The contractor shall provide engineering technical support in the operation of the various labs at the TSL to assist Engineers or Scientists in the maintenance, repair, evaluation, or use of electrical, electronic, or mechanical equipment or systems, as required by the TSL.

The contractor shall provide assistance in such areas as equipment movement/handling, shipping and receiving, and other logistics support tasks as requested by the TSL. In the process of conducting the above responsibilities, the contractor shall ensure the Operational Checklists for all Handling Equipment (such as Forklifts) is completed on a daily basis.

The contractor shall also support the TSL in the tasks required to support baggage characterization, management and warehouse support. In performance of these tasks, the contractor must comply with applicable health and safety standard operating procedures. Logistics and infrastructure support task areas include:

- 2.1.1. Item Handling - The warehouse management system includes the shipping and receiving of large and small quantities of baggage and other items shipped from locations in the United States and other countries. These items could be either equipment, test articles, unloaded test sets, uncharacterized bags etc. and could be in cargo containers, pallets or loose in a covered or uncovered vehicles. The contractor shall provide support in the shipping and receiving of these items. The contractor shall be capable of operating industrial equipment to perform the tasks and shall perform tasks related to packaging the items for shipment and preparing all documentation required. The contractor shall uncrate items received and conduct inspection and manifest audits as required and according to documented established procedures. The government shall train the operators in the operation of related equipment used to move and store these items.
- 2.1.2. Baggage management and storage - TSL tests require the use of standard test articles sets that must be strictly maintained, controlled and safely stored in a warehouse for future use. In addition, new sets are routinely developed based on user requirements and employed in various other test activities. In all cases, physical selection, assembly, transport, return and storage of test articles shall be performed by the contractor. The contractor shall operate and maintain all aspects of the baggage warehousing system including inventory control, logistics and equipment operation.
- 2.1.3. Test Article Support - As required, the contractor shall support test activities to include the following tasks:
 - Test bag selection and documentation
 - Test bag and test article delivery to the test site
 - Test bag and test article handling during testing
 - Test bag and test article recovery inspection and return to storage after testing is complete

- 2.1.4. Coordinating TSL shipments and deliveries
- 2.1.5. Office Configuration – The contractor shall assist new and existing TSL employees and contract employees with moving from or into and/or configuring their office spaces/cubicles. This includes moving furniture, wall, shelving, cabinets, etc, for ergonomic compatibility.
- 2.1.6. Laboratory/Warehouse Configuration - The contractor shall be responsible to assist laboratory personnel in the configuration of various labs throughout the TSL. This includes set up of furniture, test equipment or other supporting structures. It also includes the logistics of moving and storage of test items and management of warehouse space required for support of the TSL testing program.
- 2.1.7. Inventory Control - The contractor shall assist the TSL facilities manager in the tracking of real and personnel property (bar coded equipment). At least 1 member of the support team will be required to be trained in DHS inventory tracking program "Sunflower". The contractor shall assist the TSL in the handling of excess property once it is so designated.
- 2.1.8. Lab scheduling - The contractor shall assist the TSL in routine scheduling of laboratory space. At least one member of the team shall be able to utilize the existing laboratory scheduling software.
- 2.1.9. Basic Lab Maintenance – The contractor shall be responsible for regularly scheduled housekeeping of all TSL Labs. This includes restoring laboratories to original condition post test completion as well as preparing the laboratories for next test. The areas around the Labs shall be kept clean and clear of any trash or debris and test articles shall be stored and organized for next use.
- 2.1.10. Fork Lift Operations – The contractor shall provide certified fork lift operators with a valid driver’s license. Operators are required to safely load and unload delivery trucks containing large (10,000 lb.) detections system and equipment. They must be able to transfer the systems and equipment in and out of the warehouses and labs.
- 2.1.11. Engineering Technical Support – The contractor shall support laboratory operations such as the assembly of simple electrical or mechanical systems, measurement and evaluation of equipment performance, monitoring of system performance, preparation of test samples, and collecting and collating data.

2.2. Environmental Health & Safety

Purpose: To be able to maintain the R&D laboratory environment involving technologies which engage various energy levels, the TSL adheres to strict safety controls.

- 2.2.1. The contractor shall support the administration and implementation of the TSL-wide Safety Inspection Program, Industrial Hygiene Program, and Job Hazard

Analysis Program with particular focus on Systems and Subsystems in the laboratories and workshops. This support includes System Safety Engineering support for existing Laboratories Systems/Subsystems and new systems that may be installed at the TSL in the future.

- 2.2.2. The contractor shall provide support for all current safety programs that are implemented under DHS and under the FAA Technical Center. Additionally, the contractor shall provide Ergonomics Support and oversee the OSHA Fall Protection Program for TSL. The contractor shall also perform auditing of all Fall Evaluations at the TSL. This support shall include evaluation and analysis of the new Ergonomics requirements, and implement an ergonomics assessment and training program, as necessary.
- 2.2.3. The contractor shall monitor inventory of all safety related materials and supplies. Contractor shall prepare documentation for the acquisition and procurement of all necessary safety related materials to be purchased by TSL
- 2.2.4. The TSL Safety Inspection Program shall include inspection of all facilities and operations in support of the Security Research Program, identifying OSHA 29CFR Part 1910, 10CFR Part 20 & 21CFR 1020.40 and TSL safety and health violations, preparing inspection reports, recommending abatement action, following up on corrective action, and providing training to TSL personnel when required by regulation. The TSL-wide Safety Program shall include implementation and administration of the Industrial Hygiene program in support of the Safety mission at the Technical Center. This program shall include monitoring of air quality, health hazard assessments, noise surveys, and radiation monitoring, chemical exposure monitoring, reviewing Test & Evaluation Safety/Health Plans, and associated training of Lab personnel. The TSL-wide Safety Program shall include performance of Job Hazard Analysis to determine risk factors and abatement requirements for TSL personnel. This program shall include preparation and delivery of training programs to TSL and Contractor personnel, when needed, in accordance with DHS Policies, Orders and Regulations; research of current safety and health regulations, and conducting Fall Protection evaluations. In addition, the contractor shall update/revise the TSL Safety Handbook and other documents to ensure currency of the contents.
- 2.2.5. The contractor shall update and maintain current Material Safety Data Sheets (MSDS) for all chemical materials used in all TSL facilities. The contractor shall ensure that all current MSDS are displayed in each Lab as required by OSHA requirements and that all TSL personnel are trained and current in the use of MSDS procedures in the event if an accident should occur.
- 2.2.6. The contractor shall plan, coordinate and schedule training sessions for technical and management personnel and all contractors, prepare attendee lists, agendas, training materials, brochures/flyers /videos, administer training classes and distribute training materials. Provide training to lab personnel after determining the

requirement. The training would include a variety of topics, such as the following, for regulatory compliance, and to meet the needs and mission of the TSL:

- Environmental and Safety Training
- Individual Security Awareness and Personal Safety Training
- Knowledge Resource-Base Safety and Security Training
- Safe use and operation of equipment such as fork lifts, trucks, loading equipment, etc.
- Area specific Training

2.3. Contract Management

The contractor shall perform the following program management duties for all tasks under this contract and technical direction, as issued.

2.3.1. The contractor shall provide all of the necessary technical, business, and administrative planning; organizing; managing; coordinating; tracking, and program management, in accordance with Program Management Institute (PMI) standards. This includes contract management, cost/schedule/performance measurement in accordance with the approved work breakdown structure (WBS), and monthly reporting.

2.3.2. The contractor shall track schedule and cost variance using Earned Value Analysis (EVA) and shall report this information on a monthly basis to the TSL as part of the Monthly Status Reports.

3. Labor Skills and technical background requirements

Personnel provided by vendor shall have the skills and technical background necessary to successfully complete the tasks described in this SOW, including but not limited to the following:

3.1. *CONTRACT MANAGER - Serves as the primary contact point for work related to this contractual effort. A program manager shall be capable of the following: Performing planning and scheduling, progress reporting, cost control, organization and manpower planning, contract administration, developing work breakdown structures, performance analysis, technical risk analysis, financial planning, quality assurance, and quality control on all submitted deliverables. Keeps customer informed of ongoing technical/administrative concerns, proficient in the use of personal computers, and has working knowledge of commercial project management software programs.

3.1.1. QUALIFICATIONS: A master's degree in either a business, technical or engineering field from an accredited college or university and 5 years of program management experience in planning, managing and implementing projects/programs of which 2 years shall be managing complex scientific or engineering contracts or related activities OR A bachelor's degree in either a

business, technical or engineering field from an accredited college or university and 10 years of program management experience in planning, managing and implementing projects/programs of which 2 years shall be managing complex scientific or engineering contracts or related activities. In addition, the Contract Manager shall have demonstrated knowledge and understanding of national security systems. The Contract Manager shall have either PMI certification OR demonstrated knowledge and skills in risk management, earned value analysis, budgeting, cost and schedule controls, contracting, leadership and organizational management.

3.2. * ENVIRONMENTAL HEALTH AND SAFETY SPECIALIST - Manages classification, packaging, shipping, and disposal of hazardous materials as well as record keeping services. Ensures compliance with federal and state guidelines and regulations. Conducts laboratory safety audits. Monitors equipment operations. Tests and certifies safety equipment and supplies. Submits reports. Assists in laboratory design and renovation planning. Assists in developing and implementing policies and procedures. Investigates accidents and monitors exposure complaints. Assists with safety training and educates the staff and management on hazardous material storage, usage, and disposal. On call 24 hours/ 7 days. Provides support to the OSHA Programs.

3.2.1. QUALIFICATIONS: Successful completion of study from an accredited college or university leading to a Bachelor of Science or equivalent degree in Industrial Engineering. Minimum ten years experience with site, Safe Drinking Water Act and Clean Air Act applications. Demonstrated ability to devise independent engineering cost estimates for purchase of safety equipment and training materials. Shall be an OSHA Authorized Trainer and be current in OSHA 29CFR Part 1910 and Radiation Safety 10CFR Part 20 & 21CFR 1020.40.

3.3. ENGINEERING TECHNICIAN I - Provides technical assistance in engineering and scientific research, development, testing and related activities. Performs simple tasks under close supervision or from detailed procedures in process or completion. Performs at this level on one or a combination of the following tasks, not limited to:

- Construct simple equipment or parts
- Service instruments or equipment
- May prepare test specimens
- Logistics Support
- Infrastructure support
- Set up equipment

3.3.1. QUALIFICATIONS: Successful completion of study from an accredited technical school leading to a mechanic/technician rating OR shall have at least 5 years of technical experience in lieu of the education requirements. Qualifying candidate must have experience that demonstrates comprehensive knowledge on solving complex technical problems associated with engineering and scientific

activities. Qualifying candidate shall have at least 3 years of demonstrated experience using a variety of tools and test equipment and be certified as a forklift operator.

3.4. ENGINEERING TECHNICIAN II - Provides technical assistance in engineering and scientific research, development, and testing and related activities. Performs simple tasks under limited supervision or from detailed procedures in process or completion. Performs at this level on one or a combination of the following tasks, not limited to:

- Construct simple equipment or parts
- Service instruments or equipment
- May prepare test specimens
- Logistics Support
- Infrastructure support
- Set up equipment

3.4.1. QUALIFICATIONS: Successful completion of study from an accredited college or university leading to an associate of applied Science or equivalent degree, OR from an accredited technical school leading to a mechanic/technician rating. Qualifying candidate must have experience that demonstrates comprehensive knowledge on solving complex technical problems associated with engineering and scientific activities. Qualifying candidate shall have at least 6 years of demonstrated experience using a variety of tools and test equipment and be certified as a forklift operator.

3.5. *ENGINEERING TECHNICIAN III – Provides technical assistance in engineering and scientific research, development, and testing and related activities. Provides real and personal property management support and guidance. Provides administrative, technical and laboratory scheduling support. Performs tasks under little or no supervision or from procedures in process or completion. Serves as a Team Lead for a small group of junior level technicians. Assigns work as needed to complete mission requirements. Performs at this level on one or a combination of the following tasks, not limited to:

- Construct simple equipment or parts
- Service instruments or equipment
- May prepare test specimens
- Logistics Support
- Infrastructure support
- Set up equipment

3.5.1. QUALIFICATIONS: Successful completion of study from an accredited college or university leading to an associate of applied Science or equivalent degree, or from an accredited technical school leading to a mechanic/technician rating. Experience that demonstrates comprehensive knowledge on solving complex technical problems associated with engineering and scientific activities. Shall have

at least 8 years of demonstrated experience using a variety of tools and test equipment and be certified as a forklift operator.

3.6. *RADIATION SPECIALIST -_Provides the expertise to inspect all security technology delivered to the TSL for testing to insure it meets radiological safety limits. The contractor shall support Product area and Technology leads in testing the equipment in the TSL laboratories or off-site at the vendor's facilities prior to shipping the equipment to the TSL for test. The Radiation Specialist shall be knowledgeable of all current OSHA requirements for safe levels of radiation accumulated annually. Operates and maintains the TSL radiation safety program and issue appropriate detectors to be worn by all TSL employees working in the labs and will collect them monthly for evaluation of dosage received by each employee. Keeps the employees and management informed of the evaluation results on a monthly basis.

3.6.1. QUALIFICATIONS: Successful completion of study from an accredited college or university leading to an associates degree or equivalent degree in Industrial Engineering or similar industrial field plus five years experience in the field of radiation within the framework of Health and Safety regulatory requirements OR 15 years experience in the field of radiation within the framework of Health and Safety regulatory requirements and applicable certifications. Professional with ability to perform personnel training, technical monitoring and analysis. Possesses applicable OSHA certifications for radiation safety management.

3.7. CLERICAL – Provides clerical support for program manager, supervisor and office staff members. Performs varied clerical duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office. Uses own judgment and initiative to determine the approach or action to be taken in non-routine situations and in interpreting and adapting guidelines. Has above average communication skills, both written and oral. Maintains a close and highly responsive relationship to the day-to-day activities of the office and works fairly independently, receiving a minimum of detailed supervision and guidance.

3.7.1. QUALIFICATIONS: An associate's degree from an accredited college or university or equivalent degree including specialized courses in clerical science and shall have at least one year of experience in performing clerical tasks in support of engineering and scientific activities OR shall have at least 3 years experience in performing clerical task in support of engineering, scientific or professional activities in lieu of education.

3.8. HAZMAT SPECIALIST – Implements and administers the HAZMAT program and coordinates the cleanup and removal of any HAZMAT. Performs inspection of all TSL laboratories, facilities, and operations, identification of OSHA and TSL safety and health violations, preparations of inspection reports, recommendation of abatement action, follow-up on corrective actions, and conducts training of personnel when required. Maintains an up-to-date inventory of MSDS's and posts the MSDSs as required by the regulations.

3.8.1. QUALIFICATIONS: Minimum five years experience as a Hazardous Material Specialist. Five years experience related to management of Hazmat communications programs. Ability to perform inspections of a broad range of diverse facilities and operations. Able to identify outdated MSDS's, and acquire current MSDS's and post them as required. Shall be current in OSHA and TSL safety regulations.

(*) Key Personnel

4. Deliverables

Vendor shall provide all deliverables identified in this SOW directly to the COTR with a copy of the transmittal letter to the Contracting Officer.

4.1. All monthly status reports are due the 10th day of the month.

4.2. All deliverables require a total of 4 copies of each document generated. Two hard copies and one electronic copy of all deliverables shall be provided to the COTR, plus one electronically transmitted copy transmitted to the Contracting Officer.

4.3. All documentation developed by the contractor shall be the property of the government and cannot be distributed without the written permission of the contracting officer, and in accordance with the attached form DD254.

4.4. Contractor shall prepare any documentation according to the guidelines provided by TSL

4.5. All project documentation shall be written for publication by DHS/S&T/TSL unless authorized by DHS/S&T/TSL in writing in advance. All documents shall indicate the ownership of DHS/S&T/TSL. The contractor shall not reference his company name or logo on the cover or throughout the document, unless authorized in writing by DHS/S&T/TSL. Any publication or authorship credits shall be credited to DHS/S&T/TSL. All test plans, reports, and other documentation shall conform to existing DHS/S&T/TSL orders and standards. Support, maintenance, and operations documentation shall be written to conform Uniform Documentation Standards for the Development, Maintenance, and Operation of Automated Data Systems or most recent update. Reports and Test Plans shall conform to guidelines for the preparation, review and approval of technical documents entitled Guidelines for Formatting and Preparing TSL-1 Technical Documents for Submission, ICC02130, dated October 2003. Any contractor prepared reports or documentation that does not conform to above mentioned orders and standards must be approved in writing in advance. All briefing material shall

be in PowerPoint or compatible graphics software unless approved in advance by the COTR to use other software.

- 4.6. The contractor shall submit for the review and approval by the COTR all written materials including but not limited to, all test plans, test procedures, reports, letters, memorandum, project documentation, meetings minutes, telecom reports and trip reports. The contractor shall not release any such written material to entities other than the contractor's own company or own subcontractor supporting the project. All project written material shall be submitted to DHS/S&T/TSL for review and approval
- 4.7. The contractor shall incorporate any comments provided by DHS/S&T/TSL into documents written by the contractor and under review by the COTR. The government will provide comments back to the contractor within 14 days. Any material necessary for release shall be released by DHS/S&T/TSL. All requests for project status of other information shall be directed to DHS/S&T/TSL program office task monitors.

5. Security Requirements

- 5.1.1. The contractor shall have a facility security clearance at the Secret level and all key personnel shall be required to have a secret level clearance.
- 5.1.2. Contractor shall comply with the requirements specified in the attached form DD254 (Contract Security Classification Specification) and the requirements included in the current edition of the National Industrial Security Program Operating Manual (DOD 5220.22-M).
- 5.1.3. If the contractor has access to classified information at a DHS owned or leased facility, it shall comply with the security requirements of the DHS and the facility.
- 5.1.4. Contractor shall comply with all government facility and security requirements while on government property, including obtaining and displaying identification badges, obtaining vehicle decals and proper vehicle operation.
- 5.1.5. Requirements for Handling Sensitive and/or Proprietary Information. The contractor shall comply with all government standards for handling sensitive and/or proprietary information, as listed on the DD254 and briefed by TSL.
- 5.1.6. Conflict of Interest/Certifications. The Contractor's staff on this contract is required to certify in writing that they do not possess a conflict of interest in the outcome of task activities or data deliverables.

6. Other Contract Details

- 6.1. **Period of Performance.** The period of performance for this SOW is one year from contract award date with four one year options. The contractor shall perform the work as stated in the Statement of Work in accordance with the Availability of Funds clause.

6.2. Place of Performance. The primary place of performance is the Transportation Security Laboratory, located at the William J. Hughes Technical Center, Atlantic City International Airport, New Jersey. Work performed under this SOW is provided in support of the TSL. Some of the effort required by this contract will be performed at various locations. Vendor shall perform the work under this SOW either at vendor's location, an offsite location, or certain work under this SOW will be performed at a federal government facility designated by S&T. The Contractor's program management office shall be within 45 minutes of the FAA William J. Hughes Technical Center.

6.3. Travel.

6.3.1. Temporary travel duty may be required as necessary. Dates and locations TBD as required. Prior approval from the COTR is required for proposed travel.

6.3.2. The contractor shall provide the TSL project task monitor with a copy of a trip report of all project related trips within five business days of the conclusion of the trip. The trip report shall include the dates of the travel, purpose, name, organization and telephone number of person contacted, any problems encountered, action items, plans, or other pertinent project information. The trip report shall be part of the monthly progress report.

6.4. DHS-Furnished Information.

6.4.1. DHS will provide certain DHS information, materials, and forms unique to DHS to vendor to support certain tasks under this SOW. These will be task specific and issued upon task commencement or as needed during task performance.

6.4.2. The COTR identified in this SOW will be the point of contact (POC) for identification of any required information to be supplied by DHS.

6.5. DHS-Furnished Facilities, Supplies, and Services. If work at DHS-provided facilities is necessary for the services being performed under this SOW, such facilities will be provided at S&T's office at the William J. Hughes Technical Center in Atlantic City, NJ. Onsite parking facilities are available at no cost. Parking restrictions apply for contractors at the TSL. Basic facilities such as work space and associated operating requirements (e.g., phones, desks, utilities, consumables and general purpose office supplies) will be provided to vendor personnel working onsite at the TSL.

6.6. DHS-Furnished Property

6.6.1. Materials and supplies may be required during the contract period of performance to fulfill program requirements. The COTR shall approve all material purchases in advance.

6.6.2. Before purchasing any individual item equal to or exceeding \$1,000 that is required to support tasks performed pursuant to this SOW, vendor shall obtain the COTR prior written consent. The COTR may lower or raise the aforementioned \$1,000 threshold at his/her discretion and on written notice to vendor. If the COTR consents to such purchase, such item shall become the property of DHS. Vendor shall maintain any such items according to currently existing property accountability procedures. The COTR will determine the final disposition of any such items.

6.7. Program Status Report. Vendor shall deliver a monthly program status report on the 10th day of the month to the COTR CO containing metrics pertaining to financial, schedule, and scope information, risk information, and performance assessment information of all work performed hereunder. Monthly report format to be determined upon contract award.

6.8. Logo/Letterhead. The contractor shall not use the contractors letterhead, logo, or other advertising media or methods that promote the contractor's involvement or role in the accomplishment of the DHS program activity unless authorized in writing by the COTR. All documents, reports, visibility graphs, and other graphs shall not contain references to contractor, contractor's letterhead, logo, etc.

6.9. Funding Requirements. DHS will provide incremental funding to vendor in accordance with DHS's appropriations and available funds.

6.10. Personnel

6.10.1. The contractor shall submit resumes for Personnel. Each of these personnel should have the appropriate expertise and demonstrated experience.

6.10.2. Key personnel for the overall effort must remain assigned to the contract by the Contractor on a full or part-time basis (depending on the level of effort) for the full period of performance of the contract, or task order as appropriate, barring circumstances outside the control of the Contractor (e.g., death, resignation, disability, etc.) or as otherwise approved by the CO due to a change of duties, promotion, etc.

6.11. Points of Contact

6.11.1. Contractor Points of Contact (POCs) are as follows:

- Technical POC(s) – TBD
- Financial POC(s) – TBD

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

6.11.2. The DHS POCs are as follows:

- DHS S&T CO Technical Representative – Maria Torres
- DHS S&T Contracting Officer – Kevin C. Dillon

Department of Homeland Security
ATTN: Science and Technology Directorate Washington, DC 20528
DHS S&T may change the individual designated as a POC upon written notice to vendor of such change.

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGES
1 2

2. CONTRACT (Proc. Inst. Ident.) NO. GS-23F-0038L/HSQDC-09-F-00157 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Block 20C RSLF-08-00070

5. ISSUED BY CODE DHS/OPO/S&T/S&T 6. ADMINISTERED BY (if other than Item 5) CODE DHS/OPO/S&T/S&T
U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SYSTEMS RESEARCH AND APPLICATIONS CORPORATION 4300 FAIR LAKES COURT FAIRFAX VA 220334232

8. DELIVERY FOB ORIGIN OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM CODE 0977796980000 FACILITY CODE

11. SHIP TO/MARK FOR CODE DHS 12. PAYMENT WILL BE MADE BY CODE DHS/OPO/S&T
Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) () 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|--------------|------------------------|---------------|-----------|-----------------|-------------|
| Continued | | | | | |

15G. TOTAL AMOUNT OF CONTRACT \$771,437.00

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| | A | SOLICITATION/CONTRACT FORM | | | I | CONTRACT CLAUSES | |
| | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| | C | DESCRIPTION/SPECS./WORK STATEMENT | | | J | LIST OF ATTACHMENTS | |
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HSQDC-09-Q-00140 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 OF CONTRACTING OFFICER Kevin Dillon
19B. UNITED STATES OF AMERICA
19C. DATE SIGNED 09/29/09
19D. DATE SIGNED 9/29/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-23F-0038L/HSHQDC-09-F-00157

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2 2

NAME OF OFFEROR OR CONTRACTOR

SYSTEMS RESEARCH AND APPLICATIONS CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001 | <p>DUNS Number: 097779698+0000 The subject contract is a Time and Material contract.</p> <p>The subject award is hereby issued for the Base Year in the amount of \$771,437.00. The contractor is not authorized to incur costs above the funded amount on the contract.</p> <p>The Total contract price is \$4,160,911.00 including the Base Year and Four One-Year Options. The contract price is based on the Labor Rates listed on Schedule B of this award. FOB: Destination Period of Performance: 09/30/2009 to 09/29/2014</p> <p>Monitor inventory of all safety related materials and supplies as described in the SOW. Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Accounting Info: NONE000-000-8X-37-02-05-001-01-00-0000-00-00-00-00-00-GE-OE-25-76-LF0015 Funded: \$331,453.00</p> <p>Accounting Info: NONE000-000-9X-37-02-05-014-01-00-0000-00-00-00-00-00-GE-OE-25-37-LF0015 Funded: \$439,984.00</p> <p>The total amount of award: \$771,437.00. The obligation for this award is shown in box 15G.</p> | | | | 771,437.00 |