

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/31/2007	2. CONTRACT NO. (If any) GS-07F-0018U	6. SHIP TO:	
3. ORDER NO. HSHQDC-08-F-00016		4. REQUISITION/REFERENCE NO. RSCB-07-00181	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528		a. NAME OF CONSIGNEE Department of Homeland Security	
		b. STREET ADDRESS 245 Murray Lane Bldg. 410	
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20528	

7. TO:	f. SHIP VIA	
a. NAME OF CONTRACTOR A-TEK INC	8. TYPE OF ORDER	
b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 602 SOUTH KING STREET SUITE 300	REFERENCE YOUR: Quote dated 12 Oct 2007	
d. CITY LEESBURG	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE VA	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
f. ZIP CODE 201753919		

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE S&T SED
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination
<input checked="" type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination		Multiple	Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 838829794+0000					
Continued ...						

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME Department of Homeland Security			\$4,560,108.16
b. STREET ADDRESS (or P.O. Box) Citizenship & Immigration Services Dallas Finance Center PO Box 560947			17(i) GRAND TOTAL
c. CITY Dallas	d. STATE TX	e. ZIP CODE 75356-0947		$4,560,108.16

22. UNITED STATES OF AMERICA BY (Signature)  (b(6)) - 12/31/07	23. NAME (Typed) Mark T. Robbins TITLE: CONTRACTING/ORDERING OFFICER
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**PRICE SCHEDULE
BIOWATCH LABORATORY STAFFING SERVICES**

Base Period: 31 Dec 2007 – 30 Apr 2008 (4 Months)

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
0001	(b(2))			
	1 Lead Biological Scientist	(b(4))	(b(4))	(b(4))
	1 Biological Scientist			
	2 Biological Laboratory Technicians			
	Total			\$ (b(4))
0002	(b(2))			
	1 Lead Biological Scientist	(b(4))	(b(4))	(b(4))
	3 Biological Laboratory Technicians			
	Total			\$ (b(4))
0003	(b(2))			
	1 Lead Biological Scientist	(b(4))	(b(4))	(b(4))
	1 Biological Scientist			
	1 Biological Laboratory Technician			
	Total			\$ (b(4))
0004	(b(2))			
	1 Biological Scientist	(b(4))	(b(4))	(b(4))
	4 Biological Laboratory Technicians			
	1 Systems Support Technician			
	Total			\$ (b(4))

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
0005	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	5 Biological Laboratory Technicians			
	Total			\$ (b(4))
0006	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	4 Biological Laboratory Technicians			
	Total			\$ (b(4))
0007	(b(2))			
	1 Lead Biological Scientist	{	b(4)	}
	1 Biological Scientist			
	4 Biological Laboratory Technicians			
	Total			\$ (b(4))
0008	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	1 Biological Scientist			
	1 Biological Laboratory Technician			
	Total			\$ (b(4))
0009	(b(2))			
	5 Biological Laboratory Technicians	(	b(4))
	Total			\$ (b(4))

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
0010	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	1 Biological Scientist			
	2 Biological Laboratory Technicians			
	Total			\$ (b(4))
0011	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	2 Biological Scientists			
	3 Biological Laboratory Technicians			
	Total			\$ (b(4))
0012	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	3 Biological Laboratory Technicians			
	Total			\$ (b(4))
0013	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	3 Biological Laboratory Technicians			
	Total			\$ (b(4))
0014	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	2 Biological Scientists			
	4 Biological Laboratory Technicians			
	Total			\$ (b(4))

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
0015	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	1 Biological Scientist			
	3 Biological Laboratory Technicians			
	Total			\$ (b(4))
0016	(b(2))			
	4 Biological Laboratory Technicians	(	b(4))
	Total			\$ (b(4))
0017	(b(2)) (See Note 1)			
	1 Lead Biological Scientist	{	b(4)	}
	Biological Scientists			
	4 Biological Laboratory Technicians			
	Total			\$ (b(4))
0018	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	3 Biological Scientists			
	4 Biological Laboratory Technicians			
	Total			\$ (b(4))
0019	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	4 Biological Laboratory Technicians			
	Total			\$ (b(4))

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
0020	(b(2)) 1 Lead Biological Scientist 3 Biological Laboratory Technicians	(	b(4))
		Total		\$ (b(4))
0021	(b(2)) 1 Lead Biological Scientist 1 Biological Scientist 1 Biological Laboratory Technician	(	b(4))
		Total		\$ (b(4))
0022	(b(2)) 1 Lead Biological Scientist 3 Biological Laboratory Technicians	(	b(4))
		Total		\$ (b(4))
0023	(b(2)) 1 Lead Biological Scientist 2 Biological Laboratory Technicians	(	b(4))
		Total		\$ (b(4))
0024	(b(2)) 1 Lead Biological Scientist 2 Biological Scientists 2 Biological Laboratory Technicians	(	b(4))
		Total		\$ (b(4))

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
0025	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	3 Biological Laboratory Technicians			
	Total			(b(4))
0026	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	3 Biological Laboratory Technicians			
	Total			\$ (b(4))
0027	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	1 Biological Scientist			
	2 Biological Laboratory Technicians			
	Total			\$ (b(4))
0028	(b(2))			
	1 Lead Biological Scientist	(	b(4))
	1 Biological Scientist			
	2 Biological Laboratory Technicians			
	Total			\$ (b(4))
0029	(b(2))			
	Surge Training – 1 training day, 4 surge personnel per laboratory for 28 laboratories over the base period of performance	(	b(4))
	BAR Response – 7 BAR's, 2 personnel per BAR over the base period of performance	(	b(4))

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Fixed Rate</u>	<u>NTE Ceiling Amount</u>
0030	Surge Event Labor (Optional CLIN) (See Note 2)			
	7 days surge over the base period of performance	(	b(4))
0031	Laboratory Logistics Manager	(	b(4))
0032	Program Manager	(	b(4))
0033	Mobile Laboratory (Optional CLIN) (See Note 2)	(	b(4)) \$ _____
0034	Travel Expense – This is a reimbursable item with payment contingent upon Government approval prior to travel in accordance with applicable Federal Travel Regulation	1	LS	(b(4))
0035	Contract Phase-In	1	LS	(b(4))
Total Ceiling Amount (Base Period)				\$ 4,560,108.16

Note 1: CLIN 0017 – 2 additional Biological Scientists may be required subject to availability of funds. If required, the task order will be modified by the Contracting officer to incorporate the additional Contractor personnel at competed labor rates contained in this Schedule.

Note 2: CLIN 0030 & 0033 – These are optional line items with authorization to perform subject to availability of funds as incorporated via task order modification by the Contracting Officer at competed labor rates contained in this Schedule.

Option Year 1: 01 May 2008 – 30 Apr 2009 (12 Months)

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
1001	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	1 Biological Scientist			\$ _____
	2 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
1002	[b(2)]			
	1 Lead Biological Scientist	[	b(4)	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
1003	{ b(2) }			
	1 Lead Biological Scientist	[	b(4)	\$ _____
	1 Biological Scientist			\$ _____
	1 Biological Laboratory Technician			\$ _____
	Total			\$ _____
1004	{ b(2) }			
	1 Biological Scientist	[	b(4)	\$ _____
	4 Biological Laboratory Technicians			\$ _____
	1 Systems Support Technician			\$ _____
	Total			\$ _____
1005	{ b(2) }			
	1 Lead Biological Scientist	[	b(4)	\$ _____
	5 Biological Laboratory Technicians			\$ _____
	Total			\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
1006	[b(2)]			
	1 Lead Biological Scientist	[	b(4)	\$ _____
	4 Biological Laboratory Technicians			_____
	Total			\$ _____
1007	[b(2)]			
	1 Lead Biological Scientist	[	b(4)	\$ _____
	1 Biological Scientist			_____
	4 Biological Laboratory Technicians			_____
	Total			\$ _____
1008	[b(2)]			
	1 Lead Biological Scientist	[	b(4)	\$ _____
	1 Biological Scientist			_____
	1 Biological Laboratory Technician			_____
	Total			\$ _____
1009	[b(2)]			
	5 Biological Laboratory Technicians	(	b(4)	\$ _____
	Total			\$ _____
1010	[b(2)]			
	1 Lead Biological Scientist	[	b(4)	\$ _____
	1 Biological Scientist			_____
	2 Biological Laboratory Technicians			_____
	Total			\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
1011	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	2 Biological Scientists			\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
1012	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
1013	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
1014	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	2 Biological Scientists			\$ _____
	4 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
1015	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	1 Biological Scientist			\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
1016	(b(2)) 4 Biological Laboratory Technicians	(	b(4))	\$ _____
		Total		\$ _____
1017	(b(2)) (See Note 1) 1 Lead Biological Scientist 2 Biological Scientists 4 Biological Laboratory Technicians	(	b(4))	\$ _____ \$ _____ \$ _____
		Total		\$ _____
1018	(b(2)) 1 Lead Biological Scientist 3 Biological Scientists 4 Biological Laboratory Technicians	(	b(4))	\$ _____ \$ _____ \$ _____
		Total		\$ _____
1019	(b(2)) 1 Lead Biological Scientist 4 Biological Laboratory Technicians	(	b(4))	\$ _____ \$ _____
		Total		\$ _____
1020	(b(2)) 1 Lead Biological Scientist 3 Biological Laboratory Technicians	(	b(4))	\$ _____ \$ _____
		Total		\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
1021	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	1 Biological Scientist			\$ _____.
	1 Biological Laboratory Technician			\$ _____.
	Total			\$ _____.
1022	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
1023	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
1024	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	2 Biological Scientists			\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
1025	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
1026	[b(2)] 1 Lead Biological Scientist 3 Biological Laboratory Technicians	(	b(4))	\$ _____ \$ _____
		Total		\$ _____
1027	[b(2)] 1 Lead Biological Scientist 1 Biological Scientist 2 Biological Laboratory Technicians	(	b(4))	\$ _____ \$ _____ \$ _____
		Total		\$ _____
1028	(b(2)) 1 Lead Biological Scientist 1 Biological Scientist 2 Biological Laboratory Technicians	(	b(4))	\$ _____ \$ _____ \$ _____
		Total		\$ _____
1029	Surge Training / BAR Labor Surge Training – 2 training days, 4 surge personnel per laboratory for 28 laboratories over the period of performance BAR Response – 15 BAR’s, 2 personnel per BAR over the period of performance	(	b(4))	\$ _____ \$ _____
1030	Surge Event Labor (Optional CLIN) (See Note 2) 14 days per person for each laboratory over the period of performance	(	b(4))	\$ _____

<u>Item</u>	<u>Description</u>	<u>Fixed Estimated Labor Hrs</u>	<u>NTE Labor Rate</u>	<u>Ceiling Amount</u>
1031	Laboratory Logistics Manager	(	b(4))	\$ _____
1032	Program Manager	(	b(4))	\$ _____
1033	Mobile Laboratory (Optional CLIN) (See Note 2)	(	b(4))	\$ _____
1034	Travel Expense	1	LS	\$ _____

This is a reimbursable item with payment contingent upon Government approval prior to travel in accordance with applicable Federal Travel Regulation

Total Ceiling Amount (Option Year 1) \$ _____

Note 1: CLIN 1017 – 2 additional Biological Scientists may be required subject to Government availability of funds. If required, the task order will be modified by the Contracting officer to incorporate the additional Contractor personnel at competed labor rates contained in this Schedule.

Note 2: CLIN 1030 & 1033 – These are optional line items with authorization to perform subject to availability of funds as incorporated via task order modification by the Contracting Officer at competed labor rates contained in this Schedule.

Option Year 2: 01 May 2009 – 30 Apr 2010 (12 Months)

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
2001	(b(2))			
	1 Lead Biological Scientist	[	b(4)]	\$ _____.
	1 Biological Scientist			\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2002	(b(2))			
	1 Lead Biological Scientist	[	b(4)]	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2003	(b(2))			
	1 Lead Biological Scientist	[	b(4)]	\$ _____.
	1 Biological Scientist			\$ _____.
	1 Biological Laboratory Technician			\$ _____.
	Total			\$ _____.
2004	(b(2))			
	1 Biological Scientist	[	b(4)]	\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
	1 Systems Support Technician			\$ _____.
	Total			\$ _____.
2005	(b(2))			
	1 Lead Biological Scientist	[	b(4)]	\$ _____.
	5 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.

<u>Item</u>	<u>Description</u>	<u>Fixed Estimated Labor Hrs</u>	<u>NTE Labor Rate</u>	<u>Ceiling Amount</u>
2006	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	4 Biological Laboratory Technicians			\$ _____
		Total		\$ _____
2007	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	1 Biological Scientist			\$ _____
	4 Biological Laboratory Technicians			\$ _____
		Total		\$ _____
2008	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	1 Biological Scientist			\$ _____
	1 Biological Laboratory Technician			\$ _____
		Total		\$ _____
2009	(b(2))			
	5 Biological Laboratory Technicians	(	b(4))	\$ _____
		Total		\$ _____
2010	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	1 Biological Scientist			\$ _____
	2 Biological Laboratory Technicians			\$ _____
		Total		\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
2011	(b(2))			
	1 Lead Biological Scientist	(b(4))	b(4)	\$ _____.
	2 Biological Scientists			\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2012	(b(2))			
	1 Lead Biological Scientist	(b(4))	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2013	(b(2))			
	1 Lead Biological Scientist	(b(4))	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2014	(b(2))			
	1 Lead Biological Scientist	(b(4))	b(4)	\$ _____.
	2 Biological Scientists			\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2015	(b(2))			
	1 Lead Biological Scientist	(b(4))	b(4)	\$ _____.
	1 Biological Scientist			\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
2016	(b(2))			
	4 Biological Laboratory Technicians	(	b(4))	\$ _____.
		Total		\$ _____.
2017	(b(2)) (See Note 1)			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	2 Biological Scientists			\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.
2018	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	3 Biological Scientists			\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.
2019	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.
2020	Arizona Department of Health Services, Phoenix, AZ			
	(b(2) )	(	b(4))	\$ _____.
		Total		\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
2021	[b(2)]			
	1 Lead Biological Scientist	[b(4)]	b(4)	\$ _____.
	1 Biological Scientist			\$ _____.
	1 Biological Laboratory Technician			\$ _____.
	Total			\$ _____.
2022	[b(2)]			
	1 Lead Biological Scientist	[b(4)]	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2023	(b(2))			
	1 Lead Biological Scientist	[b(4)]	b(4)	\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2024	(b(2))			
	1 Lead Biological Scientist	[b(4)]	b(4)	\$ _____.
	2 Biological Scientists			\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2025	(b(2))			
	1 Lead Biological Scientist	(b(4))	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
2026	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2027	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	1 Biological Scientist			\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2028	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	1 Biological Scientist			\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
2029	Surge Training / BAR Labor			
	Surge Training – 2 training days, 4 surge personnel per laboratory for 28 laboratories over the period of performance	(	b(4))	\$ _____.
	BAR Response – 15 BAR's, 2 personnel per BAR over the period of performance	(	b(4))	\$ _____.
2030	Surge Event Labor (Optional CLIN) (See Note 2)			
	14 days per person for each laboratory over the period of performance	(	b(4))	\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
2031	Laboratory Logistics Manager	(	b(4))	\$ _____
2032	Program Manager	(	b(4))	\$ _____
2033	Mobile Laboratory (Optional CLIN) (See Note 2)	(	b(4))	\$ _____
2034	Travel Expense	1	LS	\$ _____

This is a cost reimbursable item with payment contingent upon Government approval prior to travel in accordance with applicable Federal Travel Regulation

Total Ceiling Amount (Option Year 2) \$ _____

Note 1: CLIN 2017 – 2 additional Biological Scientists may be required subject to Government availability of funds. If required, the task order will be modified by the Contracting officer to incorporate the additional Contractor personnel at competed labor rates contained in this Schedule.

Note 2: CLIN 2030 & 2033 – These are optional line items with authorization to perform subject to availability of funds as incorporated via task order modification by the Contracting Officer at competed labor rates contained in this Schedule.

See SOW (Attach 1, Para. 3.7) – Services for Option Year 2 may decrement up to 10%

Option Year 3: 01 May 2010 – 30 May 2011 (12 Months)

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
3001	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	1 Biological Scientist			\$ _____
	2 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3002	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3003	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	1 Biological Scientist			\$ _____
	1 Biological Laboratory Technician			\$ _____
	Total			\$ _____
3004	(b(2))			
	1 Biological Scientist	(	b(4)	\$ _____
	4 Biological Laboratory Technicians			\$ _____
	1 Systems Support Technician			\$ _____
	Total			\$ _____
3005	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	5 Biological Laboratory Technicians			\$ _____
	Total			\$ _____

<u>Item</u>	<u>Description</u>	<u>Fixed Estimated Labor Hrs</u>	<u>NTE Labor Rate</u>	<u>Ceiling Amount</u>
3006	[b(2)]			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	4 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3007	[b(2)]			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	1 Biological Scientist			\$ _____
	4 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3008	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	1 Biological Scientist			\$ _____
	1 Biological Laboratory Technician			\$ _____
	Total			\$ _____
3009	(b(2))			
	5 Biological Laboratory Technicians	(	b(4))	\$ _____
	Total			\$ _____
3010	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	1 Biological Scientist			\$ _____
	2 Biological Laboratory Technicians			\$ _____
	Total			\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
3011	(b(2))			
	1 Lead Biological Scientist	{	b(4)	\$ _____
	2 Biological Scientists			\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3012	(b(2))			
	1 Lead Biological Scientist	{	b(4)	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3013	(b(2))			
	1 Lead Biological Scientist	{	b(4)	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3014	(b(2))			
	1 Lead Biological Scientist	{	b(4)	\$ _____
	2 Biological Scientists			\$ _____
	4 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3015	(b(2))			
	1 Lead Biological Scientist	{	b(4)	\$ _____
	1 Biological Scientist			\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
3016	(b(2))			
	4 Biological Laboratory Technicians	(	b(4))	\$ _____.
		Total		\$ _____.
3017	(b(2)) (See Note 1)			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	2 Biological Scientists			\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.
3018	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	3 Biological Scientists			\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.
3019	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.
3020	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
3021	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	1 Biological Scientist			\$ _____
	1 Biological Laboratory Technician)		\$ _____
	Total			\$ _____
3022	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3023	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	2 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
3024	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	2 Biological Scientists			\$ _____
	2 Biological Laboratory Technicians)		\$ _____
	Total			\$ _____
3025	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
3026	(b(2)) 1 Lead Biological Scientist 3 Biological Laboratory Technicians	(	b(4)	\$ _____ \$ _____
		Total		\$ _____
3027	(b(2)) 1 Lead Biological Scientist 1 Biological Scientist 2 Biological Laboratory Technicians	(	b(4)	\$ _____ \$ _____ \$ _____
		Total		\$ _____
3028	(b(2)) 1 Lead Biological Scientist 1 Biological Scientist 2 Biological Laboratory Technicians	(	b(4)	\$ _____ \$ _____ \$ _____
		Total		\$ _____
3029	Surge Training / BAR Labor Surge Training – 2 training days, 4 surge personnel per laboratory for 28 laboratories over the period of performance BAR Response – 15 BAR’s, 2 personnel per BAR over the period of performance	(	b(4)	\$ _____ \$ _____
3030	Surge Event Labor (Optional CLIN) (See Note 2) 14 days per person for each laboratory over the period of performance	(	b(4)	\$ _____
3031	Laboratory Logistics Manager	(	b(4)	\$ _____

<u>Item</u>	<u>Description</u>	<u>Fixed Estimated Labor Hrs</u>	<u>NTE Labor Rate</u>	<u>Ceiling Amount</u>
3032	Program Manager	(b(4)))	\$ _____
3033	Mobile Laboratory (Optional CLIN) (See Note 2)	(	b(4))	\$ _____
3034	Travel Expense	1	LS	\$ _____

This is a cost reimbursable item with payment contingent upon Government approval prior to travel in accordance with applicable Federal Travel Regulation

Total Ceiling Amount (Option Year 3) \$ _____

Note 1: CLIN 3017 – 2 additional Biological Scientists may be required subject to Government availability of funds. If required, the task order will be modified by the Contracting officer to incorporate the additional Contractor personnel at competed labor rates contained in this Schedule.

Note 2: CLIN 3030 & 3033 – These are optional line items with authorization to perform subject to availability of funds as incorporated via task order modification by the Contracting Officer at competed labor rates contained in this Schedule.

See SOW (Attach, Para. 3.7) – Services for Option Year 3 may decrement up to 20%

Option Year 4: 01 May 2011 – 30 May 2012 (12 Months)

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
4001	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	1 Biological Scientist			\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
4002	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
4003	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	1 Biological Scientist			\$ _____.
	1 Biological Laboratory Technician			\$ _____.
	Total			\$ _____.
4004	(b(2))			
	1 Biological Scientist	(	b(4)	\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
	1 Systems Support Technician			\$ _____.
	Total			\$ _____.
4005	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	5 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
4006	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	4 Biological Laboratory Technicians)		\$ _____.
		Total		\$ _____.
4007	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	1 Biological Scientist)		\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.
4008	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	1 Biological Scientist)		\$ _____.
	1 Biological Laboratory Technician			\$ _____.
		Total		\$ _____.
4009	(b(2))			
	5 Biological Laboratory Technicians	(b(4))	\$ _____.
		Total		\$ _____.
4010	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	1 Biological Scientist)		\$ _____.
	2 Biological Laboratory Technicians			\$ _____.
		Total		\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
4011	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	2 Biological Scientists			\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
4012	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
4013	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
4014	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	2 Biological Scientists			\$ _____.
	4 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.
4015	(b(2))			
	1 Lead Biological Scientist	(	b(4)	\$ _____.
	1 Biological Scientist			\$ _____.
	3 Biological Laboratory Technicians			\$ _____.
	Total			\$ _____.

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
4016	(b(2))			
	4 Biological Laboratory Technicians	(	b(4))	\$ _____
		Total		\$ _____
4017	(b(2)) (See Note 1)			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	2 Biological Scientists			\$ _____
	4 Biological Laboratory Technicians			\$ _____
		Total		\$ _____
4018	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	3 Biological Scientists			\$ _____
	4 Biological Laboratory Technicians			\$ _____
		Total		\$ _____
4019	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	4 Biological Laboratory Technicians			\$ _____
		Total		\$ _____
4020	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	3 Biological Laboratory Technicians			\$ _____
		Total		\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
4021	(b(2))			
	1 Lead Biological Scientist	(b(4))		\$ _____
	1 Biological Scientist			\$ _____
	1 Biological Laboratory Technician			\$ _____
	Total			\$ _____
4022	(b(2))			
	1 Lead Biological Scientist	(b(4))		\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
4023	(b(2))			
	1 Lead Biological Scientist	(b(4))		\$ _____
	2 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
4024	(b(2))			
	1 Lead Biological Scientist	(b(4))		\$ _____
	2 Biological Scientists			\$ _____
	2 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
4025	(b(2))			
	1 Lead Biological Scientist	(b(4))		\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
4026	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	3 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
4027	(- b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	1 Biological Scientist			\$ _____
	2 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
4028	(b(2))			
	1 Lead Biological Scientist	(	b(4))	\$ _____
	1 Biological Scientist			\$ _____
	2 Biological Laboratory Technicians			\$ _____
	Total			\$ _____
4029	Surge Training / BAR Labor			
	Surge Training – 2 training days, 4 surge personnel per laboratory for 28 laboratories over the period of performance	(	b(4))	\$ _____
	BAR Response – 15 BAR's, 2 personnel per BAR over the period of performance	(	b(4))	\$ _____
4030	Surge Event Labor (Optional CLIN) (See Note 2)			
	14 days per person for each laboratory over the period of performance	(	b(4))	\$ _____
4031	Laboratory Logistics Manager	(	b(4))	\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Labor Hrs</u>	<u>Fixed Labor Rate</u>	<u>NTE Ceiling Amount</u>
4032	Program Manager	(	b(4))	\$ _____.
4033	Mobile Laboratory (Optional CLIN) (See Note 2)	(	b(4))	\$ _____.
4034	Travel Expense	1	LS	\$ _____.

This is a cost reimbursable item with payment contingent upon Government approval prior to travel in accordance with applicable Federal Travel Regulation

Total Ceiling Amount (Option Year 4) \$ _____.

Note 1: CLIN 4017 – 2 additional Biological Scientists may be required subject to Government availability of funds. If required, the task order will be modified by the Contracting officer to incorporate the additional Contractor personnel at competed labor rates contained in this Schedule.

Note 2: CLIN 4030 & 4033 – These are optional line items with authorization to perform subject to availability of funds as incorporated via task order modification by the Contracting Officer at competed labor rates contained in this Schedule.

See SOW (Attach, Para. 3.7) – Services for Option Year 4 may decrement up to 40%

Task Order No: HSHQDC-08-F-00016

Contract Line Item Number (CLIN) Nomenclature:

LS - Lump Sum

TASK ORDER TERMS AND CONDITIONS

1. Task Order Type

1.1 This task order is awarded as a Labor Hour contract. A Labor Hour contract is a variation of the time-and-materials contract, differing only in that the Contractor does not supply materials.

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 contract.

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 four (4) month base period, which includes a 30-day phase-in period, and four (4) one-year option periods as follows:

Base Period	31 Dec 2007 – 30 Apr 2008
Option Year 1	01 May 2008 – 30 Apr 2009
Option Year 2	01 May 2009 – 30 Apr 2010
Option Year 3	01 May 2010 – 30 Apr 2011
Option Year 4	01 May 2011 – 30 Apr 2012

3. Place of Performance

3.1 The place of performance will be at those laboratory facilities identified in the task order's Price Schedule to include (6(2))

4. Government Furnished Property (GFE) and Information

4.1 The Government will provide all Laboratory Analysis Reagents, Laboratory Supplies and Consumables, Laboratory Equipment and Instrumentation, and Laboratory Facility Space to the Contractor for performance required under this task order. All GFE shall be appropriately documented and accounted for utilizing requisite State and Local Laboratory procedures and reporting format as directed by the Laboratory Director. Government Furnished Information will

be provided to the Contractor on an as-needed basis. The Government will provide contact information for each Laboratory Director upon award.

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 State laboratories outside of or during normal business hours in cases warranted by weather conditions, security issues, or other

Government-identified emergency health and safety evacuation. This notwithstanding, the Contractor shall provide the requisite staff identified in the Price Schedule to be available to work 24 hours a day, seven days a week, including weekends and Federal holidays.

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

Department of Homeland Security
245 Murray Lane
Building 410
ATTN: Mr. Mark T. Robbins
Science and Technology Acquisition
Division
Telephone No. (202) 254-(b)(2)(b)(6)
Fax No. (202) 254(b)(2))
Email Address: (b(2) b(6))

8.2 Invoices. The Contractor shall submit an original invoice electronically, including any required back-up documentation within five (5) 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 17 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.

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) See 29 USC 794d and 36 CFR 1194

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 The Department of Homeland Security (DHS) has determined that performance of this task order requires that the Contractor, subcontractor(s), vendor(s), etc. (hereafter included in the term Contractor), do not require access to classified National Security Information (herein known as classified information) and sensitive but unclassified (SBU) information. Contractor personnel are not required to have a security clearance.

13.2.2 If during the performance of this task order, the Contractor may be required to have access to, and may be required to receive, generate, and store Sensitive But Unclassified (SBU) information. All personnel associated with this task order are required to have a suitability check completed by the Contractor or by DHS, as appropriate. Only U.S. citizens and U.S. permanent legal residents (defined by DHS MD 11055) are allowed to have access to DHS SBU information or to perform on this task order. All personnel are required to sign the Non-Disclosure Agreement to ensure the protection of any SBU information from unauthorized release. Additionally, the Contractor is required to safeguard all information labeled as proprietary.

13.3 Continued Eligibility

13.3.1 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.

13.3.2 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.

13.3.3 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.

13.4 Employment Eligibility

13.4.1 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.

13.4.2 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.

14. Standards of Conduct at Government Installations

14.1 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.

14.2 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.

14.3 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.

15. Public Release of Information

15.1 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.

16. Labor Categories/Qualifications

16.1 The Contractor shall provide the following personnel positions for work to be performed under this task order as it comports to the specific labor category description in their GSA contract possessing the following qualifications:

16.1.1 Biological Laboratory Technician: A Bachelor's degree from an accredited university in microbiology, molecular biology or related course work in biological sciences and at least one year of laboratory bench experience, utilizing polymerase chain reaction (PCR) technology, aseptic techniques and biological assays. Alternatively, equivalent biological laboratory bench experience for at least 4 years is acceptable.

16.1.2 Lead Biological Scientist/Biological Scientist: A Ph.D. or Master's degree from an accredited university in microbiology, molecular biology or related course work in biological sciences with at least one year of laboratory bench experience, utilizing PCR, aseptic techniques and biological assays, and at least one year of experience serving as a Senior Scientist or Team Leader of a laboratory team/project. Alternatively, a Bachelor's degree from an accredited university and four years of laboratory bench experience, including at least one year of experience as a Team Leader/Senior Scientist, is acceptable.

16.1.3 Laboratory Logistics Manager: A Bachelor's degree from an accredited university in microbiology, molecular biology or closely related field with at least one year of experience serving as a laboratory supply specialist. Alternatively, four years of relative logistics experience in supporting laboratory operations is acceptable. Knowledge and background in the areas of bioterrorism agents, laboratory equipment and consumable supplies, and computer systems, methods and applications, including word processing and spreadsheets and laboratory ordering procedures.

16.1.4 Systems Support Technician: A High School Diploma (or equivalent General Education Diploma (GED)) and IT certificate with at least six months of experience serving as a desktop support technician.

16.1.5 Program Manager: A Bachelor's degree from an accredited university preferably in microbiology, molecular biology or related course work in biological sciences with at least four years of program management experience providing laboratory staffing, human resources, personnel management, and logistics.

17. Task Order Clauses

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

17.2 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/VFHSARI.htm>

Clause	Title	Date
	DHS Clauses/Provisions	
3052.204-71	Contractor Employee Access	June 2006
3052.209-70	Prohibition on Contracts with Corporate Expatriates	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
3052.242-71	Dissemination of Contract Information	Dec 2003
3052.245-70	Government Property Reports	DEC 2003
	Additional FAR Clauses	

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	June 1987
52.227-17	Rights In Data-Special Works	June 1987
52.227-18	Rights in Data--Existing Works	June 1987
52.227-19	Commercial Computer Software- Restricted Rights	June 1987
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 52 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 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting will be that as appropriately determined by the Contracting Officer.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may

require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

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:

**Laboratory Logistics Manager
Program Manager**

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**

**Department of Homeland Security
245 Murray Lane**

Building 410
ATTN: (b(2) b(6))
Office of Health Affairs
Telephone No. (202) 254 (b(2)b(6))
Fax No. (202) 254-(b(2))
Email Address: (b(2) b(6))

STATEMENT OF WORK BIOWATCH LABORATORY STAFFING SERVICES

1. Introduction

1.1 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 Office of Health Affairs is tasked as the principal medical authority of DHS, leading the Department's bio-defense activities encompassing policy, planning, strategy, requirements, operational programs, and metrics. The Office of Weapons of Mass Destruction and BioDefense Early Detection Division support this effort through the BioWatch Program, the only civilian program that monitors for the aerosol release of bio-terrorism agents. Implemented during the President's State of the Union Address in January 2003, BioWatch has continuously monitored select urban environments twenty-four hours a day, seven days a week. The BioWatch Program addresses the need for biodefense measures for the civilian population consistent with Homeland Security Presidential Directive 10; biodefense for the 21st Century.

2. Scope of Work

2.1 The BioWatch Program consists of distinct operational components, including field, laboratory and public health. The field component conducts daily collection of air filter samples for delivery to a state or local Laboratory Response Network (LRN) laboratory for analysis to detect the presence of select biological agents. The public health component develops response plans and manages the local public response in the event of a BioWatch Actionable Result.

2.2 The Contractor shall provide laboratory-staffing services to the BioWatch LRN laboratories throughout the United States twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year effectively managing and meeting all laboratory testing, analysis, and reporting requirements as further defined in this Statement of Work (SOW). Services shall be provided to all laboratory sites identified in Section 3.8.1 with additional services provided to accommodate additional sites as added (Section 3.9.2.2); surge capacity (Section 3.11); and BioWatch Mobile Laboratory (Section 3.12).

3. Performance Requirements

3.1 Jurisdictional Laboratory Director Coordination: The Contractor shall ensure unabated, cooperative, and timely coordination with each state or local Laboratory Director (or designee) to provide the requisite compliment of qualified laboratory personnel to conduct required testing, analysis, and reporting activities at state and municipal public health laboratories for assigned jurisdictions within the United States. All laboratory personnel shall meet state/local accreditation requirements as determined by each local Laboratory Director. Where key personnel are concerned, the Contractor shall submit resumes to the Contracting Officer for internal Government coordination and written approval 2 weeks prior to the Contractor employee beginning work under the task order.

3.2 Laboratory Personnel Duties and Responsibilities: The Contractor shall provide the requisite labor mix of qualified and trained laboratory personnel to perform the following tasks in accordance with Government approved BioWatch standard operating procedures.

3.2.1 Lead Biological Scientist / Biological Scientist / Biological Laboratory Technician:

3.2.1.1 Handling, receipt and processing of samples, containing potentially high hazard biological threat agents, through a tiered polymerase chain reaction (PCR) detection scheme

3.2.1.1.1 Primary screen – Each sample is cut, extracted and analyzed for one organismal signature for each of 6 biological agents.

3.2.1.1.2 Confirmatory testing – When a sample is reactive for any of the primary screen signatures, a panel of signatures is run for the particular organism of interest.

Note: The BioWatch Program is currently in the process of converting to a multiplex format, which will allow all signatures (primary and confirmatory) to be run in a single reaction.

3.2.1.2 Non-research biological science work utilizing microbiological and molecular techniques, including DNA extraction and real-time PCR, to identify and characterize pathogenic bacterial and virological agents

3.2.1.3 Interacting with field operator personnel during sample and chain-of-custody (COC) exchange

3.2.1.4 Reagent and sample preparation

3.2.1.5 Decontamination of hoods, biological safety cabinets, equipment and other working surfaces

3.2.1.6 Verify collector/holder numbers and maintaining chain-of-custody

3.2.1.7 Results interpretation, verification and notification

3.2.1.8 Sample tracking and data input/backup utilizing computerized or computer-linked systems

3.2.1.9 Equipment maintenance and calibration

3.2.1.10 Clean and assembly of specialized equipment

3.2.1.11 Collect, process, and analyze internal laboratory swipes/swabs for Quality Control

3.2.1.12 Perform Quality Control (QC)

3.2.1.13 Biohazard trash autoclaving and/or disposal

3.2.1.14 Supply restocking and inventory

3.2.1.15 Support the Laboratory Logistics Manager (LLM) in conducting and documenting a yearly inventory of all Centers for Disease Control and Prevention (CDC) and DHS procured durable equipment and property provided to their respective local BioWatch laboratory

3.2.1.16 QC of reagents in accordance with Standard Operating Procedures

3.2.1.17 Provide training on BioWatch protocols and procedures for new personnel/retraining requirements

3.2.1.18 Participate in LRN cross-training not to exceed 25 percent of each laboratorian's time.

3.2.1.19 Documentation of COC, QC, equipment maintenance and calibration, training and data results, including reactivities and confirmed positives

3.2.1.20 Sample inactivation, archiving and shipping

3.2.1.21 Performing daily functions and internal proficiency tests as defined by the state or local Laboratory Director (or designee), and successfully passing annual, external proficiency tests (given by DHS and/or DHS designee) and BioWatch Exercise and Evaluation Program (BWEPP) assessments as defined by DHS and the BioWatch Systems Program Office (SPO)

3.3 Lead Biological Scientist shall perform the following in addition to the duties described above in Para. 3.2:

3.3.1 Troubleshooting technical/laboratory issues in conjunction with the LLM, local Laboratory Director and/or their designee

3.3.2 Develop and maintain BioWatch personnel work schedules

3.3.3 Ensuring training of new employees and competency of all laboratorians by observing personnel on a quarterly basis

3.3.4 Conduct refresher training when protocols are updated and as required

3.3.5 Inventory and ordering consumable supplies and reagents, maintaining a three-month supply, at minimum (or the greatest amount possible when space availability is limited)

3.3.6 Ensuring appropriate documentation (i.e. QC activities, COC, supplies and inventory tracking, results reporting, training, etc.) is recorded

3.4 Laboratory Logistics Manager (LLM) - *This is a KEY PERSONNEL Position*

3.4.1 Coordinate logistical support for the BioWatch laboratories at the CDC in Atlanta, Georgia and purchase requests for equipment and consumable supplies for all BioWatch laboratories with the CDC and designated personnel from each BioWatch laboratory. ***The actual purchase of supplies under this task order will be the responsibility of and accomplished by the CDC.***

3.4.2 Ensure that each BioWatch laboratory's inventory of reagents and supplies does not fall below 90 processing days (60 days for those laboratories with space limitations for supply storage) on hand in a year, with no laboratory falling below 60 processing days (30 days for those laboratories with space limitations for supply storage) for more than 30 consecutive days in a one-year period. For required durable laboratory equipment, such as hoods, the LLM shall ensure that the equipment arrives at the laboratory within 30 days of manufacturer production.

3.4.3 Coordinate the purchase of all supplies for BioWatch laboratories with the appropriate CDC purchasing activity. The LLM shall not purchase these materials under this contract; purchase of materials will be performed by the CDC. The LLM duties shall consist of, at a minimum, the following components:

3.4.4 Provide expertise in working with vendors to offer the most cost effective price within government guidelines.

3.4.5 Monitor spending trends to increase efficiency.

3.4.6 Ensure that laboratories have an adequate supply of reagents, supplies and equipment for a minimum of 90 processing days (60 days for those laboratories with space limitations) without re-supply.

3.4.7 Maintain records of all purchases and receipts in support of laboratories.

3.4.8 Maintain reports on supply status.

3.4.9 Troubleshoot supply problems and resolve them in a timely manner.

3.4.10 Provide written and verbal recommendations to the DHS COTR on resolution of problems associated with BioWatch supplies and instruments.

3.4.11 Coordinate and provide a copy of any policy/protocol guidance to the DHS COTR for review prior to dissemination to BioWatch laboratory staff.

3.4.12 Coordinate auditing process, including cost of test per filter ('burn rate').

3.4.13 Generate monthly accountability reports for CDC management and DHS COTR in a format agreed to by the COTR.

3.4.14 Prepare reports for management and DHS COTR in a format agreed to by the COTR.

3.4.15 Provide oral presentations.

3.4.16 Meet bi-monthly with LRN laboratories via phone conference to provide ordering updates and answer questions.

3.4.17 Conduct and document a yearly inventory of all CDC and DHS procured durable laboratory equipment and property that has been provided to each local BioWatch laboratory.

3.4.18 Ensure close coordination with Laboratory Directors to capture ordering requirements.

3.4.19 Visit each BioWatch laboratory annually to ensure that the laboratories are properly ordering supplies, have sufficient storage space and inventory levels, and to perform the yearly inventory of CDC and DHS procured durable equipment and property.

3.4.20 Attend the annual National BioWatch Workshop.

3.5 Systems Support Technicians

3.5.1 The Contractor shall provide Systems Support Technicians to coordinate systems troubleshooting and support for BioWatch sample collection and analysis activities.

3.5.1.2 Liaison all local BioWatch Program Sample Management System (SMS) and Data Management System (DMS) network and system issues with remote technical support software developers.

3.5.1.3 Maintain the local BioWatch network and system infrastructure (Local Area Network/Wide Area Network) and BioWatch-related software programs/applications.

3.5.1.4 Ensure that system procedures maintain network and data integrity including but not limited to backup/co-location of data and SMS database trimming.

3.5.1.5 Partner with software developer technical staff to facilitate the beta-testing of updated software versions, where applicable.

3.5.1.6 Implement and maintain secure data connections between local BioWatch and local laboratory networks.

3.6 Program Manager - *This is a KEY PERSONNEL Position*

3.6.1 The Contractor shall provide a Program Manager (PM) who shall be responsible for the following:

3.6.1.1 Ensure the overall effective management of services provided to the Government for all performance requirements contained in this SOW. This responsibility encompasses all cost, schedule, delivery, and technical performance.

3.6.1.2 Serve as the primary interface with DHS, the BioWatch System Program Office, and Laboratory Directors.

3.6.1.3 Effectively resolve all laboratory personnel issues arising from performance under this task order in accordance with Section 3.15 of this SOW.

3.6.1.4 Ensure the timeliness and sufficiency of all contract deliverables referenced in Section 4 of this SOW.

3.6.1.5 Be available 24/7/365 (or designee) to respond to emergency requirements after normal business hours to ensure laboratory personnel are available to provide laboratory support including surge requirements. Upon notification by the Government of such events, the PM shall respond within 1 hour from time of Government notification. In the event the Contractor designates an alternate PM, the Contractor shall provide the name and number of the PM designee to the COTR 1 week prior to the effective date the PM designee will perform PM duties.

3.6.1.6 Ensure all performance requirements contained in this SOW are satisfactorily met with quality effectively monitored and maintained in accordance with the contractor's Quality Control Plan.

3.6.1.7 Ensure required staffing levels are maintained at all times in accordance with Section 3.9.1 of this SOW.

3.6.1.8 Ensure the proficiency of laboratory operations in accordance with Section 3.10 and 3.11 of this SOW.

3.6.1.9 Attend the annual National BioWatch Workshop. The PM shall provide a briefing on laboratory staffing support and participate in laboratory break-out sessions during the workshop, as required by the Government.

3.6.1.10 Provide a monthly Program Status Report to the COTR containing accomplishments, upcoming events, risks encountered and mitigation measures taken, percent of task completion, and detailed cost expenditure for each laboratory. The report shall be completed and submitted in a template provided by DHS at time of contract award.

3.7 BioWatch anticipates integrating automated bio-detection capabilities over the next several years. As automated systems are deployed during the first option year, sample numbers and staffing requirements may be decreased for impacted laboratories. The Government will provide 60 days notice to the Contractor of changes in sample numbers and staffing levels due to automated technology deployment.

3.8 Minor adjustments to staffing levels are anticipated during the period of performance due to other circumstances. The Government will provide 45 days notice to the Contractor when decreases in personnel are required. In the event that additional BioWatch laboratories are established or existing laboratories require additional personnel, the Contractor shall, upon notification by the Contracting Officer and addition of sufficient funding via modification, provide appropriate staffing capable of performing the duties and responsibilities as described above. Personnel shall be available for training at the laboratory within 30 days of notification. It is anticipated that additional personnel shall not exceed 30 full-time equivalents.

3.8.1 Laboratory locations requiring services:

- 3.8.1.1 (b(2))
- 3.8.1.2 (b(2))
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3.9 The Contractor shall ensure all laboratory personnel possess the requisite education, technical skill, and experience necessary to successfully perform the tasks described in this SOW.

3.9.1 Provide required staffing levels over the life of the task order to support once-a-day sample analysis notwithstanding surge capacity, which is projected to require twice-a-day sample analysis in the event of a terrorist incident not to exceed a two-week period in any given month for any given site affected. Laboratory staffing levels shall not fall below 90 percent per year, and the staffing level shall not fall below 75 percent in excess of one month for any BioWatch laboratory with four (4) or more Contractor staff. For laboratories with fewer than 4 Contractor staff, vacant positions shall be filled within one (1) month of becoming vacant.

3.9.2.1 The BioWatch Program anticipates integrating automated bio-detection capabilities over the next several years. As automated systems are deployed during the first option year, staffing requirements may be decreased for impacted laboratories. The Government will provide 60 days notice to the Contractor of changes in staffing requirements due to automated technology deployment. Minor adjustments to staffing levels are anticipated during the period of performance due to other circumstances. The Government will provide 45 days notice to the Contractor when small decreases in personnel are required.

3.9.2.2 In the event that additional BioWatch laboratories are established or existing laboratories require additional personnel to perform testing analysis in excess of the maximum number of monthly samples, the Contractor will be notified by the Contracting Officer for purposes of processing a within scope bilateral modification to provide appropriate staffing capable of performing the duties and responsibilities as described in this SOW. Personnel shall be available

for training at the laboratory within 30 days of modification agreement. It is anticipated that additional personnel to accommodate performance requirements at additional laboratories will not exceed 30 full-time equivalents.

3.10 The Contractor shall ensure that laboratory personnel perform in accordance with BioWatch Standard Operating Procedures as measured through annual evaluations and tests conducted by DHS and/or their designee utilizing the BioWatch Exercise and Evaluation Program (BWEPP). A component of this program is to observe laboratory operations in each BioWatch laboratory and provide the Contractor with evaluation results. The average grade for all BioWatch laboratories shall be, at minimum, a 4.0 (on a scale of 1.0 to 5.0).

3.10.1 DHS conducts periodic proficiency tests through the CDC or other means on each BioWatch laboratory, consisting of blinded samples being submitted for analysis. At the conclusion of each proficiency test, ninety percent of all BioWatch laboratories shall pass the annual proficiency tests.

3.11 Laboratory Staff Surge Capacity: The Contractor shall provide surge capacity staff to support BioWatch laboratory testing at any BioWatch laboratory that must respond to a surge event or a BioWatch Actionable Result (BAR).

3.11.1 Provide surge staff that are proficient in the BioWatch procedures specific to the laboratory affected by the surge event.

3.11.2 Ensure all laboratory staff receives, on-the-job continuing education to ensure proficiency in current BioWatch protocols two times a year. Provide training updates to accommodate updated changes to BioWatch protocols.

3.11.3 Provide capability for increased staffing within four (4) hours of notification by the Contracting Officer of a funded requirement to sustain twice-a-day (surge) analysis. The Government may require an increase in sample analysis from once-a-day to twice-a-day for up to 14 days per year per laboratory site.

3.12 The Contractor shall provide laboratory staff within a 150-mile radius of the Washington, DC metropolitan area on an as needed basis to perform surge analysis during emergency situations and special events in a Government-owned BioWatch Program Mobile Laboratory. Contractor personnel shall be available for performance under this requirement within eight hours of notification by the COTR.

3.12.1 Contractor laboratory personnel shall be trained in the specific operational procedures used by the mobile laboratory. Staffing for the mobile laboratory is anticipated to be two personnel for laboratory operations, plus one person for sample receipt and site security per 12-hour shift. The BioWatch Program intends to use a mix of Contractor and federal personnel to meet this requirement, with the staffing requirement determined on a case-by-case basis for each deployment.

3.12.2 It is anticipated that the maximum requirement for mobile laboratory Contractor staffing will be for a total of 14 days per year, with two 12-hour shifts each day. This requirement includes deployment of personnel for training and mobile laboratory maintenance.

3.13 Laboratory Response Network Support: The Contractor shall provide for continuing education of staff to support LRN activities and response to public health emergencies by enabling BioWatch laboratory staff to receive cross-training on CDC LRN protocols/procedures to ensure readiness and proficiency in the case of a public health emergency. This cross training shall not exceed 25 percent of each laboratorian's time, and shall not interfere with the work required for the BioWatch Program.

3.14 National BioWatch Workshops/Regional Meetings/Jurisdictional Exercises: The Contractor shall make available an appropriate labor mix and staffing level representative of all or any given laboratory site or sites to attend the annual National BioWatch Workshop not to exceed three persons per laboratory, one of which shall be the Laboratory Director (or designee), BioWatch Regional Meetings (one person per laboratory), and BioWatch Jurisdictional Exercises (one person per laboratory) as required by the Laboratory Director (or designee).

3.15 BioWatch Laboratory Personnel Issues: In the event a personnel issue is of such severity that laboratory operations are negatively impacted, a written notification shall be provided to the COTR within seven (7) calendar days of the Contractor becoming aware of the issue. Upon resolution of the issue, a written disposition detailing the issue and its mitigation shall be provided to the COTR within ten (10) business days. The Contractor shall ensure all personnel issues regardless of nature are resolved in a timely manner within the same time frames identified above.

4. Task Order Deliverables

4.1 The Contractor shall provide the following deliverables by the specified due date. All deliverables shall be submitted in a format approved by the COTR:

Deliverable	Description	Due Date
Program Review	A bi-annual briefing conducted at the Contractor's facility detailing performance progress, project plans, and constructive steps taken to identify and resolve issues of concern.	Midway through each task order period of performance; 30 days prior to the end of the each task order period of performance.
Staff Management and Utilization Report	A report by laboratory and by position listing currently filled staff positions and vacancies including a summary of recruitment efforts. This report shall include a list of surge capacity staff for each laboratory.	Weekly and in the Monthly Report due the 10 th of each month

Deliverable	Description	Due Date
BioWatch Durable Equipment Inventory	An inventory accurately accounting for all CDC and DHS procured durable equipment and property at each laboratory facility location.	30 days prior to the end of each task order period of performance
BioWatch Personnel Training Report	A report that provides the training status of newly-hired laboratory personnel to include a list of personnel hired within the past six months (with laboratory locations) and the sample analysis processing procedures they are trained to perform. This report must identify surge capacity staffs for each laboratory that are fully trained to perform current BioWatch protocols and their training status.	Quarterly
BioWatch Personnel Qualification Report	A report listing all currently filled laboratory personnel positions (all BioWatch facilities) including qualifications for their respective positions. Provide supplemental updates as required.	<ul style="list-style-type: none"> • 60 days from date of task order award • Supplemental Updates – as required by the COTR • Annually
BioWatch Corrective Action Report	A report which documents corrective actions taken to resolve any laboratory personnel issues or concerns as identified by the Government including BWEEP evaluations and external proficiency tests or as identified by the host laboratory facility.	10 th of each month
Program Status Report	A report containing accomplishments, upcoming events, risks encountered and mitigation measures taken, percent of task completion, and detailed cost expenditure for each laboratory.	10 th of each month