

SOLICITATION, OFFER AND AWARD

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

2 CONTRACT NUMBER HSHDC-10-D-01003

3 SOLICITATION NUMBER

4 TYPE OF SOLICITATION
SEALED BID (RFB)
NEGOTIATED (RFP)

5 DATE ISSUED

6 REGISTRATION

7 PURCHASE NUMBER

7 ISSUED BY

CODE DHS/OPO/OHA

8 ADDRESS OFFER TO (if other than area 7)

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

NOTE: In sealed bid solicitation, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9 Sealed offers in original and depository located in... copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 6... if not so stated, in the office of the issuing agency.

CAUTION, LATE Submission, Modifications, and Withdrawals: See Section I, Provision No. 62.214.7 or 62.214.1. All offers are subject to all terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL:

A NAME Wanda Moorman

B. TELEPHONE (NO COLLECT CALLS)
AREA CODE NUMBER EXT.
202 447-5027

C. E-MAIL ADDRESS

(b) (6)

11. TABLE OF CONTENTS

Table with columns: (X) SEC., DESCRIPTION, PAGE(S), (X) SEC., DESCRIPTION, PAGE(S). Rows include: PART I - THE SCHEDULE, PART II - CONTRACT CLAUSES, PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH., PART IV - REPRESENTATIONS AND INSTRUCTIONS.

NOTE: Item 11 does not apply if the solicitation includes the provisions of 62.214-10, Minimum Bid Acceptance Period.

12. In compliance with the above, I, the undersigned, agree, if this offer is accepted within... calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13 DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 62.172.10)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14 ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of all amendments to the SOLICITATION for offers and related documents number of and dated)

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A NAME AND ADDRESS OF OFFEROR

CODE 1046392050000 FACILITY NORTHROP GRUMMAN SECURITY SYSTEMS LLC 1580 E WEST NURSERY RD LINTHICUM HEIGHTS MD 210900000

15B NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

(b) (6)

CONSULTING CONTRACTS CORPORATION

15B TELEPHONE NUMBER AREA CODE NUMBER EXT.

15C CHECK IF RESIDENCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

(b) (6)

16 OFFER DATE

11/12/09

19 ACCEPTED AS TO ITEM NUMBER AND

AWARD (To be completed by offeror)

20 AMOUNT \$0.00

21 ACCOUNTING AND APPROPRIATION See schedule

22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

22 SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

10 U.S.C. 2304 (c) (1)

41 U.S.C. 233 (a) (1)

24 ADMINISTERED BY (if other than item 7) See Schedule G

CODE DHS/OPO/OHA

25 PAYMENT WILL BE MADE BY See Schedule G

CODE BFC/OHA

26 NAME OF CONTRACTING OFFICER (Type or print) Wanda Moorman

27 UNITED STATES OF AMERICA

28 APPROVED DATE

Wanda E. Moorman (Signature of Contracting Officer)

11/12/2009

IMPORTANT: Award will be made on a B Form, or on Standard Form 26, or by other authorized official written notice AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC-10-D-00003

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NAME OF OFFEROR OR CONTRACTOR  
NORTHROP GRUMMAN SECURITY SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 104638205+0000</p> <p>The Contractor shall provide autonomous biodetectors at a Technology Readiness Level of 6+ or greater and all other necessary equipment, consumables, and technical support to allow the Government to conduct independent testing at Government-designated sites. The Gen-3 system will be a fully autonomous network of biodetectors that will continuously monitor the air in designated locations throughout the United States for biothreat agents of public health concern as specified herein.</p> <p>Task Orders will be issued as specified herein.</p> <p>The period of performance specified herein incorporates the two proposed option years to be exercised at at the Government's discretion as specified herein.</p> <p>Admin Office:                      U.S. Dept. of Homeland Security                      Office of Procurement Operations                      OHA Acquisition Division                      245 Murray Lane, SW                      Building 410                      Washington DC 20528</p> <p>Period of Performance: 11/12/2009 to 11/11/2012</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 20.</p>				

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

The Contractor shall provide autonomous biodetectors at a Technology Readiness Level of 6+ or greater and all other necessary equipment, consumables, and technical support to allow the Government to conduct independent testing at Government-designated sites. The Gen-3 system will be a fully autonomous network of biodetectors that will continuously monitor the air in designated locations throughout the United States for biothreat agents of public health concern.

**B.1 TYPE OF CONTRACT**

This is an indefinite delivery, indefinite quantity contract for the BioWatch Gen-3 Autonomous Biodetectors in accordance with the terms and conditions of this contract in the total estimated contract cost of **\$15,058,664** for Task Orders 1 and 2 as specified herein.

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

**PRICED CLINs**

**Base Year Ordering Period**

CLIN	Description	Quantity	Unit	Contract Type	Est Price	Fixed Fee	Total
<b>1001</b>	<b>Base Year Ordering Period</b>						
1002	Base Year – Task Order 1: Assay Validation And Characterization Testing	1	LOT	CPFF	\$ (b) (4)	\$ (b) (4)	\$ 6,934,539
1003*	Base Year – Task Order 2: Field Test	1	LOT	CPFF	\$ (b) (4)	\$ (b) (4)	\$ 8,124,125
	<b>Total Cost &amp; Fixed Fee</b>				\$ (b) (4)	(b) (4)	<b>\$ 15,058,664</b>

\*Task Order 2 – Will Be Authorized and Issued at the Government’s Discretion

**CLIN OPTIONS**

CLIN	Description	Quantity	Unit	Contract Type	TD Price
2001	Ordering Period Option Year 1 – Engineering Changes, Validation of Engineering Changes, Operations and Maintenance	12	MOS.	TBD	TBD
3001	Ordering Period Option Year 2 – Engineering Changes, Validation of Engineering Changes, Operations and Maintenance	12	MOS.	TBD	TBD

**B.2 Fixed-Fee**

The fixed-fee percentage of this contract is (b) (4)%. The fixed-fee amount of an issued task order shall be at the same fixed fee established at the contract level. Should the cost of the order increase during performance the amount of the fee shall not change but remain fixed at the value

established when the task was issued. The fixed-fee withholding provisions contained in clause 52.216-8, Fixed-Fee, are applicable to individual task orders. A modification or change to a task order directing additional or new work shall be fee bearing. The maximum contract value contained in the clause, Estimated Cost and Fixed Fee, has no bearing on the fixed fee amount established at the task order level.

**B.3 Minimum Dollar Guarantee and Maximum Contract Limitation**

The minimum dollar value guaranteed under this contract, including options is **\$25,000** (Estimated cost and Fixed Fee). The Government shall issue one or more task orders for an amount not less than this minimum. There will be no further obligation on the part of the Government to issue additional orders thereafter. The maximum value of this contract across all task order contracts is **\$37 Million** (Estimated Cost and Fixed Fee) over a three-year period for each award.

For purposes of contract estimates, the projected program budget for the DHS effort, inclusive of fee, under the proposed award is estimated at approximately **\$37 Million** over a three-year period (base period and 2 option years) for each award. The contractor is hereby notified that due to unanticipated budget fluctuations, funding could change with little or no notice. The total amount allotted by the Government to this award for the base period is estimated to be **\$29.3 Million**.

**B.4 Adding New Labor Categories After Contract Award**

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

**B.5 MAXIMUM CONTRACT LIMITATION**

CIIN	Maximum Contract Labor Hours (inclusive of subcontracted labor hours)	Maximum Subcontractor Labor Hours	Maximum Contract Limitation (includes <b>(b) (4)</b> Fixed Fee)	Period of Performance
1001				Base Year Ordering Period
1002	(b) (4)	N/A	\$6,934,539	Task Order 1
1003	(b) (4)	N/A	\$8,124,125	Task Order 2

Other Direct Costs (ODC's)
Non-Local Travel
Base Year and 2 Option Years –
(b) (4)

Material and Equipment	
Base Year and 2 Option Years –	
	(b) (4)

Overhead Rate (unaudited)		
Base Year	Task Order 1	Task Order 2
	(b) (4)	(b) (4)
General and Administrative (G&A) Rate (unaudited)		
Base Year	Task Order 1	Task Order 2
	(b) (4)	(b) (4)
Cost of Money (COM) Rate (unaudited)		
Base Year	Task Order 1	Task Order 2
	(b) (4)	(b) (4)

[End of Section B]

## SECTION C – PHASE I STATEMENT OF OBJECTIVES

### C.1 Introduction

The current BioWatch detection system, termed Generation-1 (Gen-1)/Generation-2 (Gen-2), consists of aerosol collectors that contain filters that are manually retrieved for transport and subsequent analysis in a Laboratory Response Network facility. This system, while beneficial, is labor-intensive, costly, and the resultant data is significantly time-delayed.

To achieve significant improvements in these areas, the Department of Homeland Security (DHS) Office of Health Affairs (OHA), intends to procure and deploy a Generation 3 (Gen-3) BioWatch autonomous detection system. The Gen-3 detection system will be a fully autonomous network of biodetectors that will continuously monitor the air (24 hours per day, 365 days per year) in selected jurisdictions for agents of biological concern.

DHS plans a two-phase acquisition for Gen 3 with separate, competitive Requests for Proposals for each phase. During Phase I, DHS will demonstrate system performance. If Phase II is implemented, DHS will produce, deploy, and operate the system. Offerors for the Phase II solicitation are not required to participate in Phase I; however, if Phase II is implemented, DHS will require Phase II offerors to demonstrate that their proposed biodetection technology is ready for low-rate initial production.

This SOO only applies to Phase I.

### C.2 Purpose

Phase I seeks to identify and test biodetection systems through a System Performance and Demonstration contract. This requirement supports DHS plans to conduct independent field testing to demonstrate that available autonomous biodetector systems meet or exceed the performance threshold values described in **Attachment J.1**. The purpose of this acquisition is to acquire a limited number of autonomous biodetectors at TRL-6+ or greater and all other necessary equipment, consumables, and technical support to allow the Government to conduct independent testing at Government-designated sites. TRL 6+ is defined in **Attachment J.2**. DHS anticipates that additional task orders may be issued for engineering changes/enhancements and validation in the option year(s) based on the results of testing activities described in Section C.6, below.

### C.3 Scope of Contract

The contractor shall provide autonomous biodetectors and the full range of support to include consumables, data management, operations and maintenance capability, and technical personnel to support the test activities described in this SOO. The test program consists of characterization testing at laboratory locations with follow-on demonstrations of autonomous biodetectors conducted in field locations. These tests will provide the data necessary to evaluate the technical merits of each biodetector. The contractor shall provide autonomous biodetectors for field testing and characterization/live agent testing, as well as technical support during the testing period.

#### **C.4 Background**

The BioWatch Program was announced in January 2003. The program addresses the need for biodefense measures for the civilian population consistent with Homeland Security Presidential Directive 10 (HSPD-10), Biodefense for the 21<sup>st</sup> Century.

The BioWatch Program operates nationwide, focusing on protecting major population centers. The program is a partnership between Federal, State, and local governments for the purpose of ensuring the protection of the nation's population against biological terrorist threats.

The current operational system is comprised of fielded aerosol collectors and teams of support personnel including field, laboratory, public health, and responders from Federal, State, and local organizations. These coordinated teams are responsible for installing the aerosol collectors (air samplers), daily sample collection and laboratory analysis, results reporting, and responding to Polymerase Chain Reaction (PCR)-verified positive signals.

To achieve significant improvements in timeliness and coverage, the Department of Homeland Security (DHS) Office of Health Affairs (OHA), will procure and deploy a Generation 3 (Gen-3) BioWatch autonomous detection system. The Gen-3 system will be based on an open systems architecture, and will be fully interoperable at the system and subsystem level. The network will be optimized to reduce cost of ownership.

Unlike the collectors currently fielded, the Gen-3 biodetectors will not only collect, but also analyze air samples autonomously. The primary functions of the proposed detection system include detection, reporting, archiving, self-assessment, failure analysis, and fault isolation. Detection includes sample collection, preparation, analysis, and waste handling. The proposed Gen-3 system will be fully interoperable with other BioWatch system components (data repositories, reporting systems) using contractor-independent technologies. The Gen-3 system shall provide prompt notification of biological events, and provide information components to assist decision makers in determining if an event is a threat to public health.

#### **C.5 Performance Objectives, Goals and Outcomes**

Under the Phase I System Performance Demonstration contract, OHA will test mature biodetectors (TRL 6+) in laboratory settings, as well as in an operationally relevant environment, to determine the adequacy of these systems for future procurement and deployment. OHA may also issue additional task orders for engineering/ enhancements to correct and validate issues identified during testing activities described in Section C.6, below.

The Phase II Production and Deployment contract for the Gen-3 system will be conducted under a separate procurement. If implemented, Phase II activities will include (but not be limited to) Operational Test and Evaluation (OT&E) of Gen-3 production detectors, transition from OT&E to full rate production, deployment, operations, maintenance, and transition from the existing (Gen-1/Gen-2) system.

Under the Phase I program, DHS requires that the contractor provide the biodetectors and all technical and operational support to enable the Government to execute its planned test program.

**Objectives** – DHS to test the performance of biodetectors proposed by the contractor that:

- Conform to the performance specification detailed in **Attachment J.1.**

Demonstrate a minimum system maturity level of TRL 6+ (defined in **Attachment J.2**).

- Contain acceptable assays and utilize reagents produced with adequate quality control procedures (see Section C.6.1, below for further definition of this objective).

**Requirements** – The contractor shall:

- Deliver biodetectors for testing (quantities required are described in **Attachment J.3**). The items proposed must be baselined and under configuration control, and the contractor shall certify that all provided biodetectors are identical and from the same assembly line. The quantities required by the Government do not include spare units. Rather, the contractor shall propose the number of spares required to successfully cover the entirety of the testing activities.
- Operate biodetectors to support planned tests to include replenishment, consumables (including qualified reagents), and repair/maintenance as appropriate (an independent testing organization will be responsible for ensuring that the contractor personnel do not actively participate in testing activities and that the independent nature of the test is not compromised).
- Provide technical assistance to the test laboratory personnel to operate, disassemble, or reassemble their proposed equipment as required.
- Restore baseline capability between tests (characterization testing only).
- Establish capability within the independent testing organization and operational test jurisdiction (specifically BioWatch Lab personnel & BioWatch Action Committee) to receive, interpret, and monitor the test results to evaluate the performance of the equipment.
- Collect data and provide reports (Reliability, Availability, Maintainability and Testability (RAM-T) and IT performance data.
- Provide engineering and configuration support.

DHS will provide applicable test reports to the contractor, consisting of test data pertaining to that contractor's technology only. Following the receipt of the test reports, the contractor may be provided the opportunity to propose engineering changes/ modifications. If the changes are accepted and implemented, the Government will validate the changes as necessary (see Section C.6.4). In order to keep strict adherence to program schedules, DHS plans to run testing activities concurrently when feasible.

Unless otherwise specified in a task order, candidate biodetection systems will not be operated in an actionable mode during Phase I of this program. 'Actionable mode' is defined as the reliance on any signals generated by any of the candidate systems for public safety purposes, including the protection of people or property from exposure to biological agents.

## **C.6 Planned Testing Program And Constraints**

The test program will be conducted with five distinct parts, as applicable:



- validation of assay technology/characterization testing;
- field testing in a jurisdiction;
- engineering changes;
- validation of changes and modifications/characterization; and
- field testing of changes/modifications.

All test assets exposed to biological threat agents, either live or killed, will be destroyed at the expense of the Government, and will not be used in subsequent test events unless otherwise specified. Test assets not exposed to biological threat agents, either live or killed, may be used in subsequent test events at the discretion of the Government. An estimate of the resources required from the contractor for the testing program is included in **Attachment J.3**.

### **C.6.1 Task Order 1 Assay Validation**

**C.6.1.1 Assay Validation**—The purpose of the Gen-3 System Assay Validation activity is to independently establish the assay performance in terms of sensitivity, specificity (inclusivity and exclusivity), repeatability, robustness, and reagent quality (lot-to-lot variability and reagent stability) for eventual use in its intended operational environment. DHS OHA and the Science and Technology Directorate (S&T), in coordination with the Centers for Disease Control and Prevention (CDC), will develop performance standards required for Public Health actionable assays. The validation process will use standard protocols, contractor-provided quality controlled reagents, instruments, and laboratory workers certified as proficient in the test system.

Assay validation will be conducted at independent Government designated testing facilities whose personnel have been certified as qualified to perform the protocols and procedures using the major components of the analytical subsystem in a benchtop configuration. The contractor will provide two (2) analytical components from the autonomous detection system for the Assay Validation effort. The contractor shall be required to provide training and certification on the operation of its analytical component to the independent laboratory personnel. The test period is expected to begin two (2) months after contract award and continue for three (3) months.

### **C.6.2 Task Order 1 Characterization Testing**

**C.6.2.1 Characterization Testing**— The contractor shall provide the required number of biodetectors and provide technical support for the duration of the test program, inclusive of all services, materials, and transportation required to ensure accomplishment of the test objectives. This activity consists of subsystem level testing, system level tests, RAM-T data collection, Information Technology (IT) verification/validation and all relevant report generation actions. The test period is expected to begin four (4) months after contract award and continue for five (5) months.

The contractor shall be required to support all test activities to include supplying/installing all consumables (including quality-controlled reagents), providing any required preventive maintenance, and repairs in the event of a

system break down during the course of the field testing. The contractor shall ensure that their system is baselined and calibrated between tests. Due to the high fidelity of the data gathered during this testing, DHS needs to ensure that each candidate system is functioning properly, and that any changes are documented to the government and have not altered the performance characteristics of the system. An independent testing organization will ensure that the contractor personnel do not actively participate in testing activities and that the independent nature of the test is not compromised.

**C.6.2.1.1 Aerosol Collection Subsystem Test.** The goal of this subsystem test is to measure the collection efficiency of the aerosol collection subsystem of the candidate autonomous detection systems under a variety of conditions / parameters. The aerosol collection subsystem includes all hardware involved in aerosol collection and processing steps to produce a sample for analysis. Two (2) units (or applicable subsystem(s)) of each candidate biodetector (with all necessary support equipment) will be required for the aerosol collection subsystem test (excluding spares, see Section C.5). This test will take place in a biological aerosol chamber large enough to contain the candidate autonomous detection system aerosol collection subsystems and necessary testing instrumentation. The contractor will be required to provide personnel to disassemble the unit and assist in the testing. This will take place 40 hours a week over a 5-week period at Edgewood Chemical Biological Center (ECBC).

**C.6.2.1.2 Analytical Subsystem Test 2.a.** The goal of the Analytical Subsystem Test 2.a is to define the relationship between each candidate autonomous detection system analytical subsystem's detection response and concentration levels for applicable BioWatch threat agents. The analysis subsystem includes all hardware (and software) involved in the sample analysis. Four (4) units of each candidate biodetector (with all associated equipment) shall be available each test day for the Analytical Subsystem Test 2.a. (excluding spares, see Section C.5). This test will take place in a Biological Safety Level-2/3 (BSL-2/3) laboratory setting. Each candidate autonomous detection system analytical subsystem will be tested with a variety of spiked liquid samples in a "blind" format (i.e., the system operator does not know the contents of the spiked samples). The data gathered (by the Government) during this test will enable the limit of detection to be calculated (or inferred) for each agent tested and will identify the "target concentration" (agent concentration at or slightly above the limit of detection) for each agent for subsequent testing. The contractor shall provide all consumables, equipment, and technical support to operate and have available four biodetector systems each test day over the one (1) month period of this test. The contractor shall ensure that each available biodetector system is ready to perform at a baseline level prior to the start of each test. The contractor shall not be required to enter the BSL-2/3 laboratory setting, rather the contractor shall direct test facility personnel to conduct required tasks in that setting. Tests are planned to be conducted five (5) days a week for the four (4) week test period at Dugway Proving Ground (DPG).

**C.6.2.1.3 Analytical Subsystem Test 2.b.** The goal of Analytical Subsystem Test 2.b is to determine the probability of detection for each candidate autonomous detection system analysis subsystem at the “target concentration” for each BioWatch threat agent. The target concentration will be measured during Analytical Subsystem Test 2.b. Four units of each candidate biodetector (with all associated equipment) shall be available each test day for the Analytical Subsystem Test 2.b (same systems used in Analytical Subsystem Test 2.a). This test will take place in a biological safety level (BSL) 2/3 laboratory setting. The data gathered during the Analytical Subsystem Test 2.b will be used to compare the candidate system’s analysis subsystem response to the frequency of that response. This will enable the probability of detection and false positive rates to be calculated (or inferred) for each agent tested at the target concentration at a given analysis subsystem response threshold. The contractor shall provide all consumables, equipment, and technical support to operate and have available four (4) biodetector systems each test day over the three (3) month period of this test. The contractor will not be required to enter the BSL-2/3 laboratory setting, rather the contractor shall direct test facility personnel to conduct required tasks in that setting. Tests will be conducted five (5) days a week for the twelve (12) week test period at DPG. The contractor will ensure that the biodetector system is ready to perform at a baseline level prior to the start of each test. Following completion of Analytical Subsystem tests 2.a. and 2.b., the Government will dispose of the biodetectors.

**C.6.2.1.4 System Chamber Test.** The goals of the System Chamber Test are to validate the findings from the previous subsystem tests and determine the ability of the candidate autonomous detection systems to detect aerosolized BioWatch Threat Agents (killed or live) and report those findings via the appropriate BioWatch communication network. This test will be conducted in a biological aerosol chamber large enough to contain the candidate autonomous detection systems and necessary test instrumentation. Two (2) units of each candidate biodetector (with all associated equipment) will be required for the systems level test (excluding spares, see Section C.5). The candidate autonomous detection systems will be tested with a variety of biological aerosol releases. It is planned that the contractor will maintain adequate supplies, consumables and personnel to support the planned test. It is envisioned that a single test on one detector will be conducted per day, five (5) days a week for a duration of six (6) weeks. The contractor shall ensure that the detectors are ready to perform at the baseline level prior to the start of each test. Following completion of system test activities, due to exposure to BioWatch Threat Agents, the Government will dispose of the biodetectors.

### **C.6.3 Task Order 2 Field Test**

**C.6.3.1 Field Testing** – Based on successful achievement of technical objectives of the activities described in Section C.6.1 (or if data from testing previously performed gives DHS reason to believe that the objectives will be met) the Government may proceed with field testing. Ten (10) units of the biodetection system (excluding spares, see Section C.5) will be required for the field test in (b)(4) (b)(7)(F)

An additional two (2) units will be required to support reliability, availability, maintainability, and testability (RAM-T) testing and IT verification and validation. Each contractor will be responsible for providing equipment and technical support, including the operations and maintenance of their systems during the course of the field test. This support will include supplying/replenishing all consumables, providing any required preventative maintenance, and fixing the system should it break down during the course of the field testing. Due to the high fidelity of the data gathered during this testing, DHS needs to ensure that each candidate system is functioning properly, and that any changes are documented to the government and have not altered the performance characteristics of the system. An independent testing organization will ensure that the contractor personnel do not actively participate in testing activities and that the independent nature of the test is not compromised. Required support for operational field testing includes:

**C.6.3.1.1 Jurisdictional Training and Coordination.** The contractor shall be required to provide equipment for signal receipt and training to the Lab personnel in the field testing jurisdiction.

**C.6.3.1.2 Detector Baseline Calibration for Field Test Start.** The contractor will be given approximately one (1) month to install / set-up and baseline their units at the operation testing sites identified by DHS. At the end of the set up / baseline period, the Field Test will commence. Each biodetector will be co-located in indoor and outdoor environments with other competitive autonomous biodetectors (b)(4) (b)(7)(E). The Government will identify the site(s) and provide site prep and security for the biodetectors during the duration of the test. The contractor shall be responsible for the security of the system enclosure (i.e., locked door to access interior of system).

**C.6.3.1.3 Operational Environment Field Testing.** The autonomous detection systems will be split between indoor and outdoor locations based upon pre-developed deployment plan. The objectives of the operational environment field testing include:

- Demonstrate suitability – The candidate autonomous detection system can simultaneously monitor for all BioWatch threat agents within the applicable environment
- Demonstrate effectiveness – The autonomous biodetectors provide autonomous operation to include sample collection, preparation, analysis, waste handling, reporting, archiving, and self-assessment; networked operation; full control by an operator on site or from a remote location; and interoperability with relevant IT systems
- Demonstrate sustainability – The autonomous biodetectors operate continuously as required.
- Demonstrate IT system – The autonomous biodetector’s IT systems operate as required.
- Demonstrate Reliability, Availability, Maintainability and Testability (RAM-T) – During operational testing RAM-T shall evaluate and validate overall supportability of the system. The evaluation will be conducted in accordance with the TEMP and include factors that

contribute to an optimum environment for developing and sustaining a stable, operational system. The system maintainability demonstration shall verify the accuracy of maintainability time estimates of individual maintenance tasks needed to repair and restore service to the biodetection system. Maintenance tasks are conducted by personnel using specified skill levels and prescribed procedures and resources and the tester records the time it takes to perform each task.

#### **C.6.3.2 Reliability, Availability, Maintainability and Testability (RAM-T) Data**

**Collection.** The goals of the RAM-T Data Collection effort are to: 1) gather RAM-T data on each autonomous detection system in an applicable operational environment, and 2) conduct verification and validation on the proposed information technology (IT) system for each autonomous biodetector. This effort will be conducted in applicable operational environments (i.e., indoor environment, outdoor environment). RAM-T testing is expected to take place in a single indoor and outdoor location in (b)(4) (b)(7)(F) Two (2) units of each candidate biodetector (with all associated equipment) shall be required for the RAM-T data collection effort (excluding spares, see Section C.5). Each candidate system will be co-located with a Gen-1/2 collector. The contractor shall maintain supplies, consumables, and personnel adequate to keep the biodetector units operational 24/7 and to provide failure analysis data for a period of four months at a single location. Failure analysis data will identify all observed problems by test unit / instrument, the sub-system at fault, the total time the system / sub-system was down and the required corrective maintenance action needed to repair the problem and restore the system /sub-system. The categories for subsystem at fault and associated subsystems will be agreed to prior to the start of testing.

**C.6.3.3 IT Signal Processing V&V and Report Generation.** The goal of this activity is to gather data from biodetectors to support independent verification and validation (V&V) of signal processing and report generation functions. The contractor shall establish a capability to gather data from the two (2) units deployed to support RAM-T activities (described in C.6.3.2). The contractor shall develop and document procedures to capture and validate data content, structure and compliance with required standards and conventions. During IT testing the contractor shall generate reports that summarize device status, date and time of signal, signal content, and compliance. Regular production data verification shall be ongoing during normal detector operation. Data logs will be generated on an ongoing basis for analysis and compliance verification. IT Signal Processing V&V and Report Generation activities will support monitoring of detector functionality and analysis results, long-term reliability testing and security, and shall provide BioWatch administration personnel with assurance that system functionality is uncompromised.

#### **C.6.4 Engineering Changes (Optional Future Task Order(s))**

On completion of Task Order #2, the Government may require the contractor to address changes identified during Task Orders #1 & #2 performance. The contractor shall develop a solution and provide the Government with a data package describing the design changes and developmental testing data validating the impacts of the changes.

### **C.6.5 Validation of Engineering Changes (Optional Future Task Order(s))**

Based on the engineering changes proposed by the contractor under C.6.3, the Government will evaluate how much regression testing is required to demonstrate effectiveness and suitability of the system. The contractor shall support the required regression testing activities, including retrofit or manufacture new test units. The contractor shall be responsible for providing equipment and technical support including the operations and maintenance of their systems during the course of testing at Government facilities or in the field. This support shall include supplying/replenishing all consumables, providing any required preventative maintenance, and fixing the system should it break down during the course of the field testing. The independent testing organization will accompany each contractor team whenever they access their systems during the course of the testing to ensure the test is not compromised. Required support may include: biodetector manufacturing, delivery, and installation, training and coordination, detector calibration, and operations and maintenance.

### **C.6.6 Operations and Maintenance (Optional Future Task Order(s))**

DHS may elect to conduct extended field testing of Phase I biodetection systems following engineering changes. The contractor shall provide operations and maintenance of biodetection systems at designated locations. The contractor shall be responsible for providing equipment and technical support, including the operations and maintenance of their systems. This support shall include supplying/replenishing all consumables, providing any required preventative maintenance, and fixing the system should it break down.

## **C.7 Other Requirements**

**C.7.1 Major Program Technical Milestones** – The Contractor shall meet the following three major technical milestones as follows:

- Milestone #1 – The contractor shall successfully complete the 1-month subsystem level testing (aerosol collection subsystem and analytical subsystem 2.a) within the scheduled timeframe to proceed to systems level chamber test (conducted under Task Order 1);
- Milestone #2 – The contractor shall successfully complete Analytical Subsystem Test 2b and Systems Level Test within the scheduled timeframe to proceed to field testing (conducted under Task Order 2);
- Milestone #3 – The contractor must successfully complete field testing activities within the scheduled timeframe to proceed to optional future task orders.

Because of the cost and logistics of testing activities, if the Contractor does not successfully complete these milestones within schedule, the contractor may not receive additional funding or task orders under the Contract.

DHS will require the contractor to support major technical milestones, as well as other technical and programmatic reviews at the contractor's location or at other locations designated by the Government. Support may include attendance at reviews, briefing of technical and programmatic issues, and provision of hard and soft copies of technical and programmatic documentation in advance of review dates to enable independent technical analysis.

- C.7.2 Technology Readiness Assessment** – DHS will use Technology Readiness Assessments (TRAs) as a source of entrance criteria into the field-testing program. The contractor will provide adequate information to permit the Government to determine the TRL level for each candidate technology throughout the conduct of this contract. The TRL levels are described in **Attachment J.2.**
- C.7.3 Management Information** – DHS will require the submission of Monthly Project Status Reports (MPSR) as described in Section F.10.1 of the RFP.
- C.7.4 Configuration Management**
- C.7.4.1** DHS envisions that the contractor will wish to make minor modifications and adjustments to the biodetector equipment or manufacturing processes as a result of characterization and field testing. To ensure that the Government is fully engaged and informed about the technologies and the various options for improving them, the contractor must maintain a robust configuration management system. The contractor will be expected to submit proposed changes/modifications for approval.
- C.7.4.2** DHS anticipates the need to validate selected engineering changes. If the program implements modifications or changes that will require additional characterization and system tests, the contractor will need to provide the consumables and technical support for this effort as described in Section 6, above.

**C.8 Government Test Support**

- C.8.1** The Government will provide secure storage and repair facilities for the duration of the characterization testing. These facilities will be located on the properties of Dugway Proving Ground and Edgewood Chemical and Biological Center.
- C.8.2** The Government will provide test plans and a detailed schedule of testing no later than 30 days prior to the start of characterization or operational testing.
- C.8.3** During field testing the Government will identify sites for the deployment of the detector systems. The Government will provide site preparation and security for deployed biodetectors for the duration of the test. The Government will not provide storage and/or repair facilities for contractor use in the jurisdictions during field testing.
- C.8.4** No other Government Test Support should be assumed for the purpose of preparing a proposal in response to this RFP.

**C.9 Open System Standards/Modularity**

Phase I activities are designed to create opportunities to shape the Phase II acquisition. DHS has the following objectives for Phase I activities:

- To the greatest extent feasible, conform to acceptable or best practice communications/data transmit requirements, including application of open systems standards at the subsystem and system levels. The approach to open systems architecture, integration, major systems interfaces, and information assurance are defined

in the BioWatch Data Interoperability Strategy document, available in the Gen 3 Offerors Library (see Section 6.1.1).

- To the greatest extent feasible, incorporate a modular design approach that optimizes maintainability resulting in a lower cost of ownership. Optimizing maintainability should provide easy access to serviceable items that are quick and easy to replace, and incorporate the use of built-in-tests to allow maintenance personnel to rapidly diagnose likely failure modes and initiate necessary maintenance action.

#### **C.10 Schedule**

DHS is committed to providing the advantages of autonomous detection to the Nation at the earliest feasible date, while ensuring that deployed technologies have been thoroughly tested prior to procurement. DHS's schedule objectives, presented in **Attachment J.8** are based on the intent that mature systems (TRL level 6+ or higher) will be selected for participation in the Phase I program. To support overall Gen-3 Program objectives, DHS seeks to complete Phase I assay, characterization, and field testing (the activities described in Sections C.6.1 and C.6.2) by the end of the Third Quarter of FY10. Offerors are urged to examine the schedule objectives closely, and to propose a technical approach that balances schedule, technical, and cost risk to maximize Gen-3 Program success.

#### **C.11 Occupational Health and Safety**

All deployed biodetectors must comply with occupational health and safety standards to ensure that contractor and test personnel are not exposed to undue hazards. Prior to delivery of biodetectors, contractors shall self-certify that their biodetectors are safe to operate and that there are no known occupational safety and health concerns.

**[End of Section C]**



## SECTION D – PACKAGING AND MARKING

### D.1 Markings

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

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

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

### D.2 Branding

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

Requests to use the DHS seal shall be submitted using *DHS Official Seal Usage Approval*, available from the COTR. The Comments section should be used to describe why use of the seal is being requested, and how it will be used. Completed forms should be sent via e-mail to the Director of Special Projects and Protocol for Public Affairs, Luigi Crespo (b) (6) and to the Contracting Officer.

### D.3 Publications and Communications Concerning Work Performed Under This Contract

All public communication referencing the work performed under this contract shall be coordinated between the contractor and the BioWatch Program Manager. The contractor will route technical communication products such as reports, journal articles, presentations, and white papers and public communication products such as brochures and fliers through the contractor's information review and release process before providing the deliverable to DHS for review and approval 30 days before any release to an external audience.

Public and technical communications shall contain the following language:

#### Acknowledgement

“The U.S. Department of Homeland Security (DHS) sponsored the production of this material under a contract with [insert contractor name].”

**D.4 Dissemination of Contract Information (HSAR 3052.242-71) (DEC 2003)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.1 Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)**

This contract incorporates the following clauses by reference, 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://www.acquisition.gov>

<b>FAR Clause No</b>	<b>Title and Date</b>
52.246-5	Inspection of Services—Cost-Reimbursement (APR 1984)
52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
52.246-16	Responsibility for Supplies (APR 1984)
52.246-25	Limitation of Liability-Services (FEB 1997)

**E.2 Scope of Inspection**

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

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

**SECTION F – DELIVERY OR PERFORMANCE**

**F.1 General**

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

**F.2 Period of Performance**

The anticipated period of performance (POP) will be for 12 months from date of award with two (2) one-year options. The term of this contract will not exceed 3 years. Task orders (TOs) will be issued with specific performance periods.

**F.3 Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)**

This contract incorporates the following clause(s) by reference 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 can be accessed electronically at this Internet address: <http://www.acquisition.gov>

FAR Clause No.	Title (if ID is)
FAR 52.242-15	Stop-Work Order (AUG 1989) – Alternate I (APR 1984)

**F.4 Place of Performance**

Performance will occur at contractor facilities, Government laboratories and local Government sites in the designated jurisdiction. The Contractor will be required to provide technical support and operations and maintenance of the participating biodetectors at the designated laboratories and the operational testing locations. Limited space will be available at the DHS designated testing facilities, including Dugway Proving Ground (DPG) and Edgewood Chemical and Biological Center (ECBC), for storage and maintenance of the equipment during characterization testing. RAM-T testing is anticipated to take place in an indoor and outdoor location in (b)(4) (b)(7)(F). Field testing is anticipated to take place in two jurisdictions: (b)(4) (b)(7)(F) (five (5) biodetection units) and (b)(4) (b)(7)(F) (five (5) biodetection units). The biodetectors will be placed and operated on property designated (provided) by the jurisdiction. The contractor shall be responsible for furnishing the security, storage, and maintenance space during the operational testing.

**F.5 Task Order Performance Period and Pricing**

Task Orders (TOs) may be issued at any time during the POP TOs shall be priced using the pricing structure specified in the master contract (Section B) that will be applicable to the TO's anticipated period of performance.

TOs issued in the final option year shall not extend beyond six (6) months after the POP of the final option year. At all times each order's terms shall be consistent with its funding appropriation. Pricing of future task orders shall be consistent with the contractor's final proposal revision.

## **F.6 Reporting Requirements**

### **F.6.1 Technical and Progress Reporting Requirements**

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

Monthly Project Status Reports (MPSR) – see Section F.8.1, below.

### **F.7 Notice to the Government of Delays**

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

## **F.8 Deliverable Requirements**

The type of work to be performed at the task order level is limited to the types of work incorporated by Section C entitled Statement of Objectives. The Contractor shall perform and/or deliver the following:

### **F.8.1 Master Contract Deliverables**

(i) The contractor shall provide Monthly Project Status Reports (MPSRs) after the issuance of the award beginning no later than the fifteenth workday after the reporting calendar month. Reports shall include breakouts by Task Order and SOO Test Events.

(ii) The contractor shall provide a MPSR that includes the following elements:

Project Cost by Task Order:

- Budget at Completion (BAC)
- Actual Cost (AC)
- Accrued Cost (estimates)
- Cost Variance (CV) – Actuals vs. Budget
- Estimate at Complete (EAC)
- Estimate to Completion (ETC)
- Cost Funds Status (Notification to CO & COTR when 85% funds expended.)

Performance / Schedule by Task Order and Test Event:

- Project Schedule
- Overall Technical Performance Evaluation
- Completion percentage of the Milestones and/or Deliverables

Schedule Variance (SV)

- Variance at Completion (VAC)

Risk Management by Task Order and Test Event:

- Risk Reporting Matrix
- Risk Mitigation Worksheet

(iii) Current period values and cumulative values for data, variances, and forecasts shall be provided in numerical format showing values and in graphical format showing trends.

(iv) Any schedule variance on the critical path shall be identified and its impact on subsequent milestones and the project cost and schedule quantified.

(v) Submission of MPSRs shall be in electronic form and provided to the following:

Administrative Contracting Officer: **TBD after contract award**

Contracting Officer's Technical Representative: **TBD after contract award**

Chemical Biological Early Detection (CBED) Systems Program Office (SPO): **TBD after contract award**

Chemical Biological Early Detection (CBED) Systems Program Office (SPO): **TBD after contract award**

#### F.8.2 Task Order Deliverables

As described in Section G.3(j)(7), below, the contractor shall submit a draft project management plan 15 days after task award, with a final submittal reflecting government input due 30 days after task order award. Additional task order deliverables will be specified in each task order.

Examples of task order deliverables are presented in **Attachment J.3**.

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 Accounting and Appropriation Data

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

### G.2 Points of Contact

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

**DHS Program Manager: TBD after contract award**

**Procuring Contracting Officer:**

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

**Administrative Contracting Officer (ACO): TBD after contract award**

**COTR: TBD after contract award**

**Task Order Manager: TBD in each task order**

Written communications pertinent to the BioWatch program and/or any resulting TOs shall make reference to the TO Number and shall be mailed to the attention of the BioWatch Program Manager, COTR, and Administrative Contracting Officer (ACO) at the above address.

#### G.2.1 Contracting Officer's Authority

The ACO will be responsible for all post-award contract activities to include the issuance of task orders. The ACO assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. The ACO is the only individual who has the authority to administer or terminate this contract and is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the ACO.

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

### **G.2.2 Contracting Officer's Technical Representative (HSAR 3052.242-72) (DEC 2003)**

- (a) The CO may designate Government personnel to act as the 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 CO will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The CO cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

### **G.2.3 Task Order Manager**

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

### **G.3 Task Order Process and Delivery**

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

DHS anticipates that the issuance of task orders will be exempt from Fair Opportunity Procedures under one or more of the exceptions in FAR 16.505(b)(2). However, in the event that none of the exemptions in FAR 16.505(b)(2) apply, the contracting officer will consider the following general selection criteria when issuing fair opportunity task orders under this contract:

- Past performance on earlier orders under the contract, including quality, timeliness and cost control.
- Potential impact on other orders placed with the contractor.
- Minimum order requirements.
- Cost/Price.”

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

- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.



(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

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

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

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

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

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

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

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

(i) Modification of Task Orders

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

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

(j) Procedures:

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

(2) After receipt of the SOO or PWS, the Contractor shall submit to the DHS ACO an electronic copy proposal (or Task Execution Plan (TEP)) which sets forth the contractor's understanding of the requirements and objectives, desired impact, general approach, BioWatch Task Lead, assumptions and caveats, required government furnished information or equipment, performance schedule and cost, staffing plan, milestones and deliverables, task security, and level of effort required. The technical proposal or TEP should also address other documentation required by the Government to perform the task or any specific issues raised in the TO RFP. The TEP shall be submitted by a mutually agreed upon date, which will be established for each individual task order. The TEP shall also include the cost proposal which sets forth all costs associated with furnishing the required services. The contractor's technical proposal/TEP shall be consistent with Sections B and C.

If the contractor anticipates the need for a longer period of time than originally agreed upon (to submit the proposal), the contractor shall provide written justification to the ACO electronically as soon as possible after receipt of a task assignment but no later than 45 days before the current end date of the task. If the DHS ACO and Program Manager concur with the extension, the ACO will consider the extension for approval.

(3) Upon receipt of the contractor's proposal, the Government will evaluate the proposal and negotiations may take place between the Government and the contractor.

(4) Following the conclusion of negotiations the ACO will issue a fully executed Task Order, containing all agreed-to terms and conditions, specifying the task to be performed, special reporting requirements and total estimated cost and fixed fee. The contractor shall in no event exceed the total estimated cost of the Task Order (see FAR 52.232-20 and 52.232-22).

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

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

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

(7) The Contractor shall implement and manage the technical approach, organizational resources, and management controls to be employed to meet the cost, performance and schedule requirements throughout task order execution. A draft project management plan shall be

submitted 15 days after a task order is received, with a final submittal reflecting government input due 30 days after the task order is received. The project management plan shall provide a detailed schedule, including a critical path analysis, along with a narrative discussing the salient issues affecting task execution in terms of needed technical inputs and analysis to meet cost, schedule, and performance in the task execution.”

(8) The Government anticipates the award of the first task order (TO 1) at the time of contract award.

#### **G.4 Preparation of Payment Vouchers**

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

- (1) Copy to the Finance Office; (TBD)
- (2) Copy to the TO COTR
- (2) Copy to the ACO.

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

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

#### **G.5 Payment Information**

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

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

- Name of the receiving bank;
- City and state of the receiving bank; and
- American Bankers Association (ABA) nine-digit identifier of the receiving bank.

#### **G.6 Travel**

Travel must be pre-approved by the DHS Contracting Officer’s Technical Representative (COTR), usually at the task order level, and the contractor will provide trip reports to the DHS COTR and task sponsor. Local travel will not be reimbursed. Other travel will be reimbursed in accordance with the *Federal Travel Regulation*.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 Standard of Conduct at Government Installations

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

### H.2 Advertisements, Publicizing Awards and News Releases

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

### H.3 Observance of Legal Holidays and Excused Absence

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

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

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

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

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

(d) When the Federal and governmental entities grants excused absence to its employees, the Contractor may also dismiss its assigned Contractor personnel; however, the Contractor may not bill the government for time associated with such excused absences. The Contractor agrees to

continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO or the TO COTR.

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

#### **H.4 Insurance (HSAR 3052.228-70) (DEC 2003)**

In accordance with the clause entitled "Insurance - Liability to Third Persons" in Section I, insurance of the following kinds and minimum amounts shall be furnished at any time at the request of the CO and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

#### **H.5 Reporting Waste, Fraud, Abuse and Theft**

The Contractor shall comply with Clause 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) for reporting waste, fraud, abuse and theft.

#### **H.6 Freedom of Information Act (FOIA) and Privacy Act (PA)**

Any FOIA or PA request received by the contractor shall be forwarded, no later than the next workday after receipt, to the CO and COTR. The COTR will deliver the request to the appropriate unit for processing action. The Contractor shall protect the privacy of all information reported by or about contract employees and shall protect against unauthorized disclosure. The contractor shall ensure personal privacy data is protected to prevent unauthorized disclosure and ensure proper disposal of records subject to the act.

#### **H.7 Handling of Data**

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is

either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
  - (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
  - (3) Preclude access and disclosure of such data outside the Contractor's organization; and
  - (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.
- (c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.
- (d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.
- (e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:
- (1) Is or becomes, generally available or public knowledge without breach of this clause by the Contractor;
  - (2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectable data under this clause;
  - (3) Is rightfully received by the Contractor from a third party without restriction;
  - (4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

#### **H.8 Key Personnel or Facilities (HSAR 19 3052.215-70) (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 Government has identified the following Key Personnel or Facilities under this Contract:

- Program Manager
- Deputy Program Manager
- Lead Engineer
- Lead Scientist

Offerors shall propose their key personnel if different from the key personnel identified by the government and to be approved by the government as follows:

(To be proposed by Offeror)

(End of clause)

## **H.9 Security Requirements**

As described in the Federal Acquisition regulation (FAR) 52.204-2 Security Clause Requirements.

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

As further described in Homeland Security Acquisition Regulation (HSAR) 3052.204-71, Contractor staff requiring recurring access to Government facilities, Contractor facilities operated on behalf of the Government, sensitive government information, or IT resources are required to have a favorably adjudicated Suitability background investigation prior to commencing work on the BioWatch Gen-3 program.

Work under this contract may be classified at *up to Top Secret*. OHA will provide specific security compliance guidance via DD Form 254. The contractor shall adhere to the requirements in the *National Industrial Security Program Operations Manual* (NISPOM).

The work to be performed under this contract will involve access to, handling of, and generation of classified information up to and including Top Secret. The contractor shall appoint a Security Officer at contract award, who shall (i) be responsible for all security aspects of the work performed under this contract, (ii) assure compliance with all Security Regulations of the US Government that apply to the Department of Homeland Security (DHS), and (3) assure compliance with any written instructions from the CO, or Security Officers of DHS.

#### **H.9.1 Top Secret, Sensitive Compartmented Information, (SCI) Personnel and Facility Clearance Requirement**

To qualify as a responsible contractor, the Offeror shall possess, or acquire prior to contract award, a facility clearance and safeguarding capability equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254) attached to this solicitation and in accordance with Section H of this contract.

The Offeror shall have appropriate number of key personnel having access to Top Secret that will be available for assignment to this effort immediately upon contract award. Offeror must identify in its technical proposal those cleared or clearable personnel by name and Social Security Account number that will be assigned to the program upon award. In addition, the offeror shall possess a current Top Secret facility security clearance issued by the Defense Security Service (DSS) in accordance with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M, prior to contract performance

#### **H.9.2 General Security Requirements**

The Department of Homeland Security (DHS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 12958 as amended, Classified National Security Information, and supplementing directives.

Under provisions of U.S. Law, Title 18, U.S. Code section 499 and 701, the Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government Facility, it will abide by the requirements set by the agency.

DHS will consider only U.S. Citizens and Lawful Permanent Residents (LPRs) for employment on this contract. However, DHS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

Under provisions of U.S. Law, Title 18, U.S. Code section 499 and 701, the Contractor will return any expired DHS issued identification cards and building passes, Government owned property or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or



card number, name of individual to whom issued, the last known location and disposition of the pass or card.

**H.11 Defense Contract Audit Agency (DCAA)**

DCAA will have cognizance to audit provisional and final indirect rates.

**H.12 SAFETY Act**

The Under Secretary for Science and Technology has determined that BioWatch Generation 3.0 selectees may participate in an expedited SAFETY Act application process. Selectees for Phase I have presumptively met the technical criteria for SAFETY Act Developmental Testing and Evaluation Designation.

## SECTION I – CONTRACT CLAUSES

### I.1 General

The Ordering Activity may include additional contract clauses in orders, others than those enumerated in this section, such as (1) option FAR clauses, (2) activity clauses, (3) unmentioned FAR alternate clauses, and (4) order specific clauses.

### I.2 Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at [www.acquisition.gov](http://www.acquisition.gov).

(End of clause)

The following FAR and HSAR clauses are incorporated by reference into this contract:

52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2007
52.203-8	Cancellation, Recession and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2008
52.204-4	Printed or Copied Double Sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	Oct 2003
52.204-9	Personal Identity Verification of contractor Personnel	Sep 2007
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jan 2005
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-16	Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	Oct 1997

52.215-23	Limitations on Pass-Through Charges	Oct 2009
52.216-7	Allowable Cost and Payment	Dec 2002
52.216-8	Fixed Fee	Mar 1997
52.216-15	Predetermined Indirect Cost Rates	Apr 1998
52.216-27	Single or Multiple Awards	Oct 1995
52.219-9 Alt II	Small Business Subcontracting Plan - Alternate II	Apr 2008 Oct 2001
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums (insert value)	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.221-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disables Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	Dec 2001
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data – Alternate I	Jan 1997, Jul 1995 (Alt I)
52.223-6	Drug Free Workplace	May 2001
52.223-7	Notice of Radioactive Materials	Jan 1997
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.225-13	Restrictions on Certain Foreign Purchases	Mar 2005
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-1	Authorization and Consent	Dec 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52.227-11	Patent Rights Retention by Contractor, Short Form	Dec 2007
52.227-16	Additional Data Rights	Dec 2007
52.227-19	Commercial Computer Software – Restricted Rights (This clause is limited to off the shelf commercial computer software)	Dec 2007
52.228-7	Insurance – Liability to Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-6	Administration of Cost Accounting Standards	Nov 1999
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-20	Limitation of Cost	June 2007
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	Oct 2003
52.233-1	Disputes	Jul 2002

52.233-3	Protest After Award (Aug 1996) – Alternate I	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-3	Continuity of Services	Jan 1991
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs	May 2001
52.242-4	Certification of Final Indirect Costs.	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate V	Apr 1984
52.243-6	Change Order Accounting	Apr 1984
52.244-2	Subcontracts (Aug 1998) – Alternate II	Aug 1998
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Dec 2004
52.245-1	Government Property	
52.247-1	Commercial Bill of Lading Notations	Apr 1984
52.247-63	Preference for U.S. Flag Air Carriers	Jun 2003
52.249-6	Termination (Cost Reimbursement)	Sep 1996
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991
3052.204-71	Contractor Employee Access	Jun 2006

**I.3 Security Requirements (FAR 52.204-2) (Aug 1996)**

(a) This clause applies to the extent that this contract involves access to information classified “Confidential,” “Secret,” or “Top Secret.”

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

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

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

(End of clause)

**I.4 Notification of Ownership Changes (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

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

(End of clause)

**I.5 Ordering (FAR 52.216-18) (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract start date until 6 months prior to the expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.6 Order Limitations (FAR 52.216-19) (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
  - (1) Any order for a single item in excess of \$5,000,000;
  - (2) Any order for a combination of items in excess of \$37,000,000; or

- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.7 Indefinite Quantity (FAR 52.216-22) (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after 6 months past the expiration date.

(End of clause)

**I.8 Option to Extend Services (FAR 52.217-8) (NOV 1999)**

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

Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration date.

(End of clause)

**I.9 Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years

(End of clause)

**I.10 Notification of Employees Rights Concerning Payment of Union Dues and Fees (FAR 52.222-39) (DEC 2004)**

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

Notice to Employees

(c) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).

(d) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the contractor does not comply with any of the requirements set

forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order [number as provided by the Federal Register] of [insert new date]. Such other sanctions or remedies may be imposed as are provided in Executive Order [number as provided by the Federal Register] of [insert new date], or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

(f). The contractor will include the provisions of paragraphs (1) through (3) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order [number as provided by the Federal Register] of [insert new date]) so that such provisions will be binding upon each subcontractor. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(End of clause)

#### **I.11 Rights in Data – General (FAR 52.227-14) (DEC 2007)**

(a) *Definitions.* As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.



“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
  - (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
  - (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
  - (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.
- (c) Copyright—
- (1) Data first produced in the performance of this contract.
- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
  - (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).
  - (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.
- (2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—
- (i) Identifies the data; and
  - (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be

made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) The Contractor shall provide the Government with unlimited rights in all technical data and software delivered under the contract, except for the embedded software in the Luminex subsystem.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this

contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

*Alternate V (Dec 2007).* As prescribed in 27.409(b)(6), add the following paragraph (j) to the basic clause:

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. When the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

(End of clause)

#### **I.12 Rights to Proposal Data (Technical) (FAR 52.227-23) (JUN 1987)**

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

(End of clause)

#### **I.13 Notification of Changes (FAR 52.243-7) (APR 1984)**

- (c) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the CO. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the CO has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.
- (d) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative CO in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
    - (i) What contract line items have been or may be affected by the alleged change;
    - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (e) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (f) *Government response.* The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
  - (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (g) *Equitable adjustments.*
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—
    - (i) In the contract price or delivery schedule or both; and
    - (ii) In such other provisions of the contract as may be affected.

- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

(End of clause)

**The following Homeland Security Acquisition Regulation (HSAR) clauses are provided in full text. All HSAR clauses shall flow down to all subcontractors on the contract and task order levels as applicable.**

**I.14 Security Requirements for Unclassified Information Technology Resources (HSAR 3052.204-70) (Jun 2006)**

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
  - (1) Within 45 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Offeror's proposal. The plan, as approved by the contracting Officer, shall be incorporated into the contract as a compliance document.
  - (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
  - (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (c) Examples of tasks that require security provisions include –

- (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (3) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

**I.15 Organizational Conflict of Interest (HSAR 3052.209-72)**

- (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. There are at least three forms of potential organizational conflicts of interest that may arise in the performance of this contract: (1) either the contractor or an affiliate's being able to compete when the contractor (a) had access to procurement sensitive information or (b) drafted specifications or statements of work or substantially complete statements of work; (2) the contractor's reviewing the work of itself or any affiliates, done on other DHS contracts; or (3) offering advice or planning in areas in which the contractor or any affiliates have financial interests tied to particular technologies
- (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.

(End of clause)

**I.16 The Small Business Subcontracting Program Reporting (HSAR 3052.219-70) (DEC 2003)**

a) The Contractor shall submit Standard Form (SF) 295, Summary Subcontract Report electronically via the Electronic Subcontract Reporting System (eSRS). The report is due October 30th for the calendar period October 1 through September 30. In the event that the Electronic Subcontract Reporting System (eSRS) is not yet available for use, reports shall be submitted to the address identified in Section G.2.

b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of clause)

**I.17 DHS Mentor-Protégé Program (HSAR 3052.219-71) (DEC 2003)**

a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

- (2) protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and
- (3) Mentor-Protégé agreements, approved by the DHS OSDBU.

c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

d) Large business prime contractors, serving as mentors in the DHS mentor-protégé program, are eligible for a post-award incentive for subcontracting plan credit by recognizing costs incurred by a mentor firm in providing assistance to a protégé firm and using this credit for purposes of determining whether the mentor firm attains a subcontracting plan participation goal applicable to the mentor firm under a DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported via the SF-295; for example, the mentor/large business prime contractor reports a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000 (\$10,000 traditional subcontract plus \$5,000 in developmental assistance for a total of \$15,000).

e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

(End of clause)

**I.18 Contractor employee access (JUN 2006) 3052.204-71**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this call order unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract and at the task order level may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after call order performance.

(f) The Contractor shall include the substance of this clause in all subcontracts or teaming agreements at any tier where the subcontractor or team partners may have access to Government facilities, sensitive information, or resources.

(End of clause)

### **1.19 Non-Disclosure Agreements**

Contractor personnel performing work may be required to sign Non-Disclosure Agreements.

**SECTION J – LIST OF ATTACHMENTS**

- J.1 Contractor's Performance Work Statement
- J.2 Technical Objectives
- J.3 Technical Readiness Level Maturity
- J.4 Contractor Resource Requirements
- J.5 Department of Homeland Security Schedule Objectives
- J.6 Contract Security Classification Specification, DD254

**TAB E. TECHNICAL APPROACH AND PERFORMANCE WORK STATEMENT**

(b) (4)

**E.1. Technical Approach**

(b) (4)

**E.1.1. Northrop Grumman's Biodetection Expertise**

(b) (4)

(b)(4) (b)(7)(E) (b)(7)(F)

**E.2. Performance Work Statement**

**E.2.1. Objectives and Goals**

Under the Phase I SPD contract, Northrop Grumman will provide the NG-ADS and all technical and operational support to enable the Government to test in laboratory settings and in an operationally relevant field environment to determine the adequacy of the NG-ADS for future

procurement and deployment. The Government may also issue additional task orders for engineering enhancements to correct and validate issues identified during testing activities described below.

The objective of the SPD program is to demonstrate that the NG-ADS:

- Conforms to the Gen-3 performance specification,
- Has a minimum system maturity level of TRL 7, and
- Contains acceptable assays and uses reagents produced with adequate quality control procedures.

In support of these objectives, Northrop Grumman will provide NG-ADS units and the full range of support to include consumables, data management, O&M capability, and technical personnel to support the test activities described below. In particular, Northrop Grumman will provide:

- Manufacture and deliver NG-ADS units required for all testing. The NG-ADS units' configuration will be baselined and under configuration control by Northrop Grumman. All NG-ADS units will be of the same configuration and from the same assembly line. The number of spares required to support the testing activities is shown in Attachment C – List of Spare Parts.
- Operate NG-ADS units in support of the tests, including replenishment of consumables and maintenance of the systems when necessary (unless noted otherwise where Northrop Grumman will train the laboratory personnel to operate or maintain the units).
- Provide technical assistance to the test laboratory personnel to operate, disassemble, or reassemble the NG-ADS units or subsystems as required.
- Restore baseline capability between tests for the characterization testing only.
- Establish a capability within the independent testing organization and operational test jurisdiction (specifically BioWatch Lab personnel and BioWatch Action Committee) to receive, interpret, and monitor the NG-ADS test results to evaluate the performance of the equipment.
- Collect data and provide reports (Reliability, Availability, Maintainability and Testability (RAM-T) and IT performance data.
- Provide engineering and configuration support.

#### E.2.1.1. Program Plan

(b) (4)

Northrop Grumman will meet the three major SPD technical Milestones as follows:

- Milestone #1 – Northrop Grumman will successfully complete the 1-month subsystem level testing (Aerosol Collection Subsystem and Analytical Subsystem 2.a) (b) (4) (b) (4)
- Milestone #2 – Northrop Grumman will successfully complete Analytical Subsystem Test 2.b and Systems Level Test before proceeding to Field Testing (Note: (b) (4)

(b) (4) [redacted] successful completion of this milestone is not required before commencement of Task Order 2).

- Milestone #3 – Northrop Grumman will successfully complete field testing activities (b) (4) [redacted]



(b) (4)

E.2.2. Task Order 1

(b) (4)

Northrop Grumman will manufacture and deliver:

(b) (4) (b) (7) (E)

Tight configuration control will be used to ensure that all units will be of the same configuration for this testing. All the NG-ADS units and related subsystems will be manufactured on the same assembly line. (b)(4) (b)(7)(E)

(b)(4) (b)(7)(E)

Northrop Grumman will support the Task Order 1 efforts as described below in more detail. This will include providing the necessary NG-ADS units and subsystems for each test, consumables, spare parts, training, test support, and maintenance.

E.2.2.1. Resources

(b)(4) (b)(7)(F)

Since all testing will take place in Government laboratories, Northrop Grumman's support will be focused on providing the necessary NG-ADS units, spares, consumables, and personnel to conduct each test. The NG-ADS units will be prepared for the testing in (b)(4) (b)(7)(F)

(b)(4) (b)(7)(F)

(b)(4) (b)(7)(E) (b)(7)(F)

(b)(4) (b)(7)(E) (b)(7)(F) The spare parts and consumables necessary to support the testing will also be stored and shipped (b)(4) (b)(7)(E) (b)(7)(F)

(b)(4) (b)(7)(E) (b)(7)(F)

(b) (4)

E.2.2.2. Task Order 1 Subtasks

E.2.2.2.1 Task Order 1 Equipment Procurement and Fabrication

In preparation for Task Order 1 testing activities, Northrop Grumman will provide all necessary NG-ADS units, reagents, spare parts, tools, and support equipment. This preparation will include the ordering of all material for the fabrication and checkout of the NG-ADS units, all reagents and consumables required to operate the units, and all spares and other support

equipment required, including the use and maintenance of the (b)(4) (b)(7)(E) originally developed for (b)(4) (b)(7)(E)

Northrop Grumman will procure material and fabricate NG-ADS units and subsystems to support Task Order 1 test activities. All NG-ADS units and related subsystems delivered for testing under the Phase I SPD contract will be manufactured on the same assembly line. This assembly line (b)(4) (b)(7)(E)

(b)(4) (b)(7)(E)

(b) (4) (b)(4) (b)(7)(E)

(b)(4) (b)(7)(E)(b) (4) (b)(4) (b)(7)(E)(b) (4)

(b) (4) (b)(4)

(b)(4) (b)(7)(E)

Northrop Grumman will procure all (b)(4) (b)(7)(E) consumables required for testing activities performed under Task Order 1. Northrop Grumman's plan for quality control of the reagents is described in the Quality Assurance Surveillance Plan (QASP) contained in Volume II- Management Proposal.

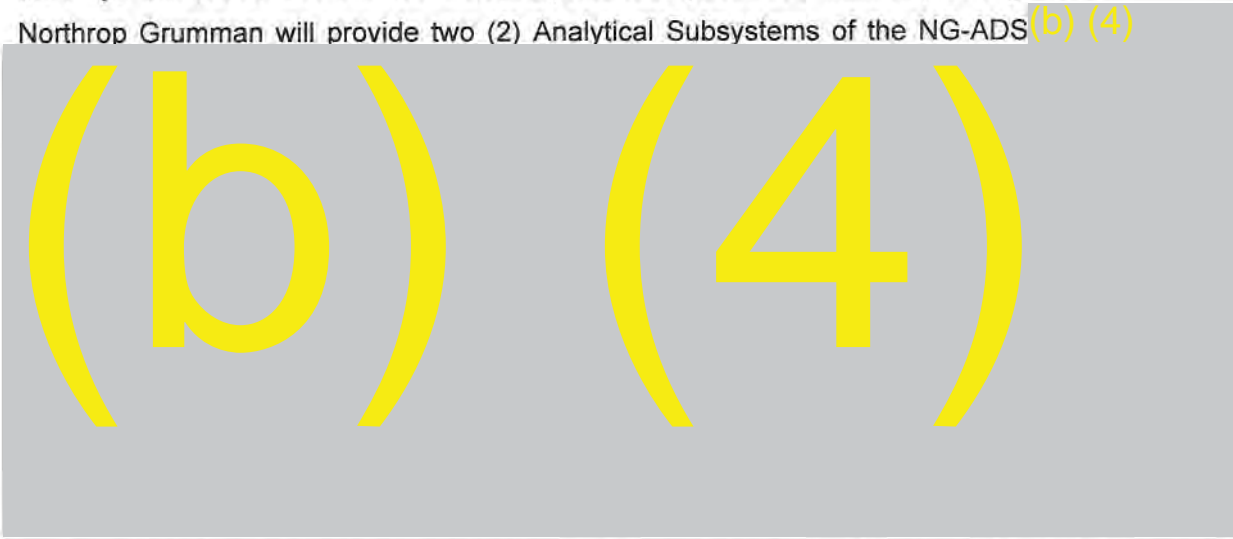
Northrop Grumman will provide all tools and spare components which are necessary to support Task Order 1 activities. The assessment of spare parts required to support Task Order 1 is provided in Attachment C – List of Spare Parts. These estimates are based upon (b)(4) (b)(7)(E)

(b)(4) (b)(7)(E)

**E.2.2.2.2 Assay Validation**

Assay validation will be conducted at Los Alamos National Laboratory (LANL) using LANL personnel that have been certified as qualified to perform the protocols and procedures using the major components of the NG-ADS analytical subsystem in a benchtop configuration.

Northrop Grumman will provide two (2) Analytical Subsystems of the NG-ADS (b) (4)



The test period will begin two (2) months after receipt of order and continue for up to three (3) months, 40 hours per week.

**E.2.2.2.3 Characterization Testing**

Northrop Grumman will provide the number of biodetectors and subsystems described below for each subtest and provide technical support for the duration of the test program, inclusive of all services, materials, and NG-ADS transportation required to ensure accomplishment of the test objectives. This activity consists of subsystem level testing and system level tests. The Government will generate all relevant reports that result from this testing. The test period will begin four (4) months after receipt of order and continue for five (5) months.

Northrop Grumman will support all test activities to include supplying/installing all consumables, providing any required corrective maintenance and repairs that fall outside of laboratory personnel training in the event of a system breakdown during the course of the testing. Northrop Grumman will ensure that the NG-ADS and its subsystems are baselined and calibrated between tests where appropriate.

**E.2.2.2.4 Aerosol Collection Subsystem Test**



Northrop Grumman will provide two (2) Aerosol Collection Subsystems of the NG-ADS in a benchtop configuration to perform the Aerosol Collection Subsystem Test. (b) (4)

(b) (4) Northrop Grumman will also provide aerosol collector consumables to support operation of two Aerosol Collection Subsystems for up to five (5) weeks of testing. Consumables not related to aerosol collection will not be provided.

The Aerosol Collection Subsystems, spare parts, and testing supplies will be shipped by Northrop Grumman to ECBC prior to the start of the test. ECBC will be responsible for providing the simulants and other test materials used in the testing, and will analyze all samples collected by the NG-ADS Aerosol Collection Subsystems on their own test equipment.

(b) (4)

The test will begin four (4) months after receipt of order and continue for up to five (5) weeks, forty (40) hours per week.

#### E.2.2.2.5 Analytical Subsystem Test 2.a

The goal of the Analytical Subsystem Test 2.a is to define the relationship between the NG-ADS' Analytical Subsystem's detection response and concentration levels for applicable BioWatch threat agents. The Analytical Subsystems for this test include all hardware (and software) involved in the sample analysis. Four (4) Analytics Subsystems (with all associated equipment) will be provided and available each test day for the Analytical Subsystem Test 2.a. This test will take place in a Biological Safety Level-2/3 (BSL-2/3) laboratory setting. The NG-ADS analytical subsystem will be tested with a variety of spiked liquid samples in a "blind" format. The data gathered by the Government during this test will enable the limit of detection to be calculated or inferred for each agent tested and will identify the "target concentration" (agent concentration at or slightly above the limit of detection) for each agent for subsequent testing.

(b) (4)

Northrop Grumman will provide all consumables, equipment, and technical support to operate and have available four NG-ADS Analytic Subsystems each test day over the one (1) month period of this test. Up to 120 samples will be tested on the systems. Northrop Grumman will assist laboratory personnel to ensure that each NG-ADS Analytics Subsystem is ready to perform at a baseline level prior to the start of each test. Northrop Grumman personnel will not

(b) (4)

(b) (4)

The test will begin 4 months after receipt of order and will last up to four (4) weeks, forty (40) hours per week at Dugway Proving Ground (DPG).

#### E.2.2.2.6 Analytical Subsystem Test 2.b

Northrop Grumman will provide all consumables, equipment, and technical support to operate and have available four (4) NG-ADS Analytical Subsystems each test day over the three (3) month period of this test. The same four (4) Analytical Subsystems used in the Analytical Subsystem Testing 2.a will be used for this test. Up to 180 samples will be tested on the systems. Tests will be conducted during one (1) shift, five (5) days a week for the twelve (12) week test period at DPG. Northrop Grumman will assist laboratory personnel to ensure that the analytical subsystems are ready to perform at a baseline level prior to the start of each test.

(b) (4)

Following completion of Analytical Subsystem tests 2.a. and 2.b., the Government will dispose of the biodetectors.

The test will begin after completion of the Analytical Subsystem Test 2.a and will continue for up to twelve (12) weeks, forty (40) hours per week.

#### E.2.2.2.7 System Chamber Test

The goals of the System Chamber Test are to validate the findings from the previous subsystem tests and determine the ability of the NG-ADS to detect aerosolized BioWatch Threat Agents (killed or live) and report those findings via the appropriate BioWatch communication network. This test will be conducted in a biological aerosol chamber large enough to contain the NG-ADS and necessary test instrumentation. Two (2) NG-ADS units (with all associated equipment plus spares) will be provided for the systems level test. The NG-ADS units will be tested with a variety of biological aerosol releases. Northrop Grumman will maintain adequate supplies and consumables for up to 24 individual aerosol releases and personnel to support the planned test. The test will begin upon completion of the Aerosol Collection Subsystem test and the Analytical Subsystem Test 2.a (Milestone #1). A single test on one NG-ADS will be conducted per day for a duration up to six (6) weeks, forty (40) hours per week. Northrop Grumman will ensure that the NG-ADS units are ready to perform at the baseline level prior to the start of each test, (b) (4)

(b) (4)

completion of system test activities, due to exposure to BioWatch Threat Agents, the Government will dispose of the NG-ADS units.

#### E.2.3. Task Order 2

In support of the Task Order 2 field testing activities, Northrop Grumman will provide ten (10) NG-ADS units plus spares: five (5) of the NG-ADS units will be placed in (b) (4) (b) (7) (F) and five (5) will be placed in (b) (4) (b) (7) (F). An additional two (2) units will be provided to support reliability, availability, maintainability, and testability (RAM-T) testing and IT verification and validation. Northrop Grumman will be responsible for providing equipment and technical support, including the O&M of the NG-ADS units during the course of the field test. This support will include supplying/replenishing all consumables, providing any required preventative maintenance, and fixing the system should it break down during the course of the field testing.

#### E.2.3.1. Resources

(b) (4) (b) (7) (F)

#### E.2.3.2. Task Order 2 Subtasks

##### E.2.3.2.1 Task Order 2 Equipment Procurement and Fabrication

(b) (4)

(b)(4) (b)(7)(E) (b)(7)(F)

**E.2.3.2.2 Jurisdictional Training and Coordination**

(b) (4)

(b) (4)

b)(4) (b)(7)(E)

(b) (4)

(b) (4)

(b)(4) (b)(7)(F)

(b) (4)

(b) (4)

**E.2.3.2.3 Detector Baseline Calibration for Field Test Start**

After delivery of the NG-ADS units to each jurisdiction, Northrop Grumman will be given approximately one (1) month to install/set-up and baseline the units at the operational testing

sites identified by DHS. At the end of the set up/baseline period, the Field Test will commence. Each NG-ADS will be co-located in indoor and outdoor environments with other competitive autonomous biodetectors and a (b)(4) (b)(7)(E). The Government will identify the site(s) and provide site prep prior to unit delivery and will provide security for the NG-ADS during the duration of the test. Northrop Grumman will be responsible for the security of the NG-ADS enclosure (i.e., locked door to access interior of system). The jurisdiction depots will be used during the installation and baseline testing.

The detector baseline calibration will begin six (6) months after receipt of order and will last up to one (1) month in duration.

#### E.2.3.2.4 Operational Environment Field Testing

Northrop Grumman will support the operations and maintenance of the five (5) NG-ADS units in each jurisdiction in support of the Government's test objectives. The NG-ADS units will be split between indoor and outdoor locations based upon a deployment plan that will be developed by the Government. Testing will begin immediately following the completion of the Detector Baseline Calibration subtask and the completion of the Analytics Testing 2.b (Milestone #2) from Task Order 1.

Northrop Grumman will provide test labor for operational environment field testing of five (5) instruments each in the (b)(4) (b)(7)(F) jurisdictions for up to two (2) months. This includes weekly Preventive Maintenance (PM) and as-needed Corrective Maintenance (CM). This testing will commence upon completion of the Detector Baseline Calibration.

Field Maintenance Support Details:

- (b) (4)
- (b) (4)

#### E.2.3.2.5 RAM-T Data Collection

The goals of the RAM-T Data Collection effort are to: 1) gather RAM-T data on the NG-ADS in an applicable operational environment, and 2) conduct verification and validation on the proposed information technology (IT) system (b)(4) (b)(7)(E). This effort will be conducted in applicable operational environments (i.e., indoor environment, outdoor environment). RAM-T testing will take place in a single indoor and outdoor location in (b)(4) (b)(7)(F). Two (2) NG-ADS units (with all associated equipment and spares) will be provided for the RAM-T data collection effort. Each unit will be co-located with a (b)(4) (b)(7)(E). Northrop Grumman will maintain supplies, consumables, and personnel adequate to keep the NG-ADS units operational 24/7 (not including down-time for maintenance, calibration, etc.) and to provide failure analysis data for a period of four (4) months at a single location.

Failure analysis data will be delivered at the end of the RAM-T testing and will identify all observed problems by instrument, the sub-system at fault, the total time the system/subsystem was down and the required corrective maintenance action needed to repair the problem and restore the system/sub-system. The categories for subsystem at fault and associated subsystems will be agreed to at least 30 days prior to the start of testing.

Field Maintenance Support Details:



• (b) (4)  
• (b) (4)

The RAM-T testing will begin four (4) months after receipt of order and will last up to four (4) month in duration.

#### E.2.3.2.6 IT Signal Processing V&V and Report Generation

The goal of this activity is to gather data (b)(4) (b)(7)(E) to support independent Verification And Validation (V&V) of signal processing and report generation functions. Northrop Grumman will provide equipment for signal receipt to up to four (4) local public health and DHS personnel for this task. This equipment will include (b)(4) (b)(7)(E) used to monitor system test results. (b) (4)

(b) (4)

Northrop Grumman will develop and document procedures to capture and validate data content, structure and compliance with required standards and conventions. During IT testing Northrop Grumman will generate reports that summarize device status, date and time of signal, signal content, and compliance. Regular production data verification will be ongoing during normal detector operation. Data logs will be generated on an ongoing basis for analysis and compliance verification. IT Signal Processing V&V and Report Generation activities will support monitoring of NG-ADS functionality and analysis results, long-term reliability testing and security, and will provide BioWatch administration personnel with assurance that system functionality is uncompromised.

#### E.2.4. Other Requirements

##### E.2.4.1. Program Reviews

(b) (4)

##### E.2.4.2. Management Information

Northrop Grumman will submit a Monthly Project Status Reports (MPSR) no later than the fifteenth workday after the reporting calendar month. Reports will include breakouts by Task Order and SOO Test Events. Northrop Grumman will provide an MPSR that includes the following elements:

Project Cost by Task Order:

- Budget at Completion (BAC)
- Actual Cost (AC)
- Accrued Cost (estimates)
- Cost Variance (CV) - Actuals vs. Budget

- Estimate at Complete (EAC)
- Estimate to Completion (ETC)
- Cost Funds Status

Performance/Schedule by Task Order and Test Event:

- Project Schedule
- Overall Technical Performance Evaluation
- Completion percentage of the Milestones and/or Deliverables
- Schedule Variance (SV)
- Variance at Completion (VAC)

Risk Management by Task Order and Test Event:

- Risk Reporting Matrix
- Risk Mitigation Worksheet

Current period values and cumulative values for data, variances, and forecasts will be provided in numerical format showing values and in graphical format showing trends. Any schedule variance on the critical path will be identified and its impact on subsequent milestones and the project cost and schedule quantified.

Northrop Grumman will also deliver a draft Program Management Plan and final Program Management Plan, as identified in Section E.2.5. The draft Project Management Plan will be submitted 15 days after a task order is received, with a final submittal reflecting Government input due 30 days after the task order is received. The Project Management Plan will provide a detailed schedule, including a critical path analysis, along with a narrative discussing the salient issues affecting task execution in terms of needed technical inputs and analysis to meet cost, schedule, and performance in the task execution.

**E.2.4.3. Configuration Management**

Minor modifications and adjustments to the NG-ADS equipment or manufacturing processes may be required as a result of characterization and field testing. To ensure that the Government is fully engaged and informed about the NG-ADS and the various options for improving them, Northrop Grumman will maintain a robust configuration management system. Northrop Grumman will submit proposed changes/modifications that result from the characterization or field testing to the Government for approval. Changes made to systems before they are tested in the

(b) (4)

If the program implements modifications or changes that require additional characterization and system tests, Northrop Grumman will provide the consumables and technical support for this effort. These changes will be subject to a contract modification in accordance with the contract's changes clause (FAR 52.243-2).

Northrop Grumman will implement configuration management consistent with (b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)  
(D)(4) (D)(7)(E) (D)(7)(F)

(b) (4) (b)(4) (b)(7)(E) (b)(7)(F)

(b) (4)

**E.2.4.4. Government Furnished Test Support, Equipment, and Information and Assumptions (DELETED SECTION)**

**E.2.4.5. Open System Standards/Modularity**

Northrop Grumman's approach to meeting DHS' goal of using open system standards and modularity of design is described in Section C.4.

**E.2.4.6. Occupational Health and Safety**

All deployed NG-ADS units will comply with occupational health and safety standards to ensure that Northrop Grumman and test personnel are not exposed to undue hazards. Prior to delivery of NG-ADS units, Northrop Grumman will self-certify that the units being delivered are safe to operate and that there are no known occupational safety and health concerns.

(b) (4)



**E.2.5. Deliverables**

Northrop Grumman will deliver the following equipment, documentation and training listed in Table E-1, Table E-2, and Table E-3. DHS will provide acceptance or comments within 2 calendar weeks of submittal of all deliverables. Comments and changes will be incorporated once into a single, final submittal.

**Table E-1. Program Deliverables**

RFP Section	RFP Paragraph	Page	Description	Due
F	F.8.1	22	Monthly Project Status Report (MPSR)	NLT 15th of each month
F	F.8.2	23	Project Management Plan	Draft 15 days ARO
G	G.3(j)(7)	28		Final 30 days ARO
G	G.6	28	Trip Reports	As needed
I	I.14	43	IT Security Plan	45 days ARO
I	I.14(d)(3)	44	IT Security Accreditation	6 months ARO
I	I.16(a)	45	Summary Subcontract Report	Oct 30 for period 10/1-9/30
			(b) (4)	
C	C.6.3.3	13	RAM-T - IT Signal Processing V&V Report Generation	Upon the completion of IT V&V Testing
C	C.11	16	Safety Assessment Report	Prior to delivery of NG-ADS units

**Table E-2. Equipment Deliverables**

RFP Section	RFP Paragraph	Page	Description	Due
C	C.6.1	9	Two (2) Analytical Subsystem components to LANL	NLT 2 months ARO
C	C.6.1	9	Spares and consumables in support of Assay Validation Testing	NLT 2 months ARO
C	C.6.2.1.1	10	Two (2) Aerosol Collection Subsystems	NLT 4 months ARO

RFP Section	RFP Paragraph	Page	Description	Due
			- to ECBC	
C	C.6.2.1.1	10	Spares and consumables in support of Aerosol Collection Subsystem Testing	NLT 4 months ARO
C	C.6.2.1.2	10	Four (4) Analytical Subsystems for Analytical Testing 2.a - DPG	NLT 4 months ARO
C	C.6.2.1.2	10	Spares and consumables in support of Analytical Subsystem Testing 2.a	NLT 4 months ARO
C	C.6.2.1.3	11	Four (4) Analytical Subsystems for Analytical Testing 2.b - Same units as C.6.2.1.2	Upon completion of Analytical Subsystem Testing 2.a
C	C.6.2.1.3	11	Spares and consumables in support of Analytical Subsystem Testing 2.b	Upon completion of Analytical Subsystem Testing 2.a
C	C.6.2.1.4	11	Two (2) NG-ADS Units for System Chamber testing - DPG	Upon completion of Analytical Subsystem Testing 2.a and Aerosol Testing
C	C.6.2.1.4	11	Spares and consumables in support of System Chamber Testing	Upon completion of Analytical Subsystem Testing 2.a and Aerosol Testing
C	C.6.3.1	12	Ten (10) NG-ADS Units - Five (b)(4) (b)(7)(F) and Five (b)(4) (b)(7)(F)	NLT 6 months ARO
C	C.6.3.1	12	Spares and consumables in support of Detector Baseline Calibration and Operational Environment Field Testing	NLT 6 months ARO
C	C.6.3.1.1	12	Equipment for signal receipt at each jurisdiction	6 months ARO
C	C.6.3.2	13	Two (2) NG-ADS Units for RAM-T - (b)(4) (b)(7)(F)	NLT 4 months ARO
C	C.6.3.2	13	Spares and consumables in support of RAM-T Testing	NLT 4 months ARO

Table E-3. Training Deliverables

RFP Section	RFP Paragraph	Page	Description	Due
C	C.6.1	9	Training and certification on the operation of Analytical component to the laboratory personnel	2 months ARO
C	C.6.2.1.1	10	Train lab personnel at ECBC	NLT 4 months ARO
C	C.6.2.1.2, C.6.2.1.3	10, 11	Train lab personnel at DPG for Analytics Testing 2.a and 2.b	NLT 4 months ARO
C	C.6.2.1.4	11	Train test personnel at DPG for System Testing	Upon completion of Analytical Subsystem Testing 2.a and Aerosol Testing
C	C.6.3.1	12	Train lab personnel in the Field Testing Jurisdiction	NLT 6 months ARO
C	C.6.3.2	13	Train Government personnel in the RAM-T Jurisdiction	NLT 4 months ARO

**ATTACHMENT C. LIST OF SPARE PARTS**

Part Number	Supplier / OEM	Title/Description	QTY
<b>Assay Validation Spares</b>			

(b)(4) (b)(7)(E)

<b>Aerosol Collection Spares</b>			
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(b)(4) (b)(7)(E)

Part Number	Supplier / OEM	Title/Description	QTY
<b>(b)(4) (b)(7)(E)</b>			

**Analytics 2.a & 2.b Spares**

<b>(b)(4) (b)(7)(E)</b>			
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Part Number	Supplier / OEM	Title/Description	QTY
<b>(b)(4) (b)(7)(E)</b>			

**System Chamber Test Spares**

<b>(b)(4) (b)(7)(E)</b>			
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Part Number	Supplier / OEM	Title/Description	QTY
<p>(b)(4) (b)(7)(E)</p>			

Part Number	Supplier / OEM	Title/Description	QTY
<b>RAM-T Spares</b>			
<b>(b)(4) (b)(7)(E)</b>			

Part Number	Supplier / OEM	Title/Description	QTY
<b>(b)(4) (b)(7)(E)</b>			
<b>Field Test Spares</b>			
<b>(b)(4) (b)(7)(E)</b>			

Part Number	Supplier / OEM	Title/Description	QTY
<p>(b)(4) (b)(7)(E)</p>			

Part Number	Supplier / OEM	Title/Description	QTY
<b>(b)(4) (b)(7)(E)</b>			

**ATTACHMENT J.2 – TECHNICAL OBJECTIVES**

Provide candidate biodetection systems to support the Phase I testing program. Biodetectors will be tested to determine if they meet the Gen-3 Program requirements described below.

1.0 BioWatch Agents – The biological threat agents that must be monitored within the scope of the BioWatch program are listed in Table 1. The list of BioWatch agents will be updated based upon threat assessment.

<i>ID</i>	<i>Description</i>
1	<i>Available in Gen-3.0 Offeror's Library (T)</i>
2	<i>Available in Gen-3.0 Offeror's Library (T)</i>
3	<i>Available in Gen-3.0 Offeror's Library (T)</i>
4	<i>Available in Gen-3.0 Offeror's Library (T)</i>
5	<i>Available in Gen-3.0 Offeror's Library (T)</i>

**Table 1 – BioWatch Agents**

The biodetector will be capable of specifically detecting the 5 agents listed in Table 1 (T - threshold), as well as additional agents described in the *Gen-3 Offeror's Library* (O - objective). The Library is described in Section C.6.1.1 of this RFP.

2.0 Key Performance Parameters: The Key Performance Parameters (KPP) for the Gen-3 biodetector are defined in Table 2:

<b>KPP</b>	<b>Measure of Performance (MOP)</b>	<b>Threshold (T)</b>	<b>Objective (O)</b>
<b>Biological Agent</b>	Number of BioWatch agents detectable using validated Public Health Actionable Assays	5; <i>Current BioWatch agents –see 1.0</i>	Up to 20; <i>Current BioWatch agents (five agents) augmented by fifteen (15) additional agents including bacteria, viruses and toxins</i>
<b>System Sensitivity (S)</b>	Average biological agent air concentration over the collection period assuming a probability of detection equal to or greater than 98%.	(b)(4) (b)(7)(E)	
<b>Time to Detect (T<sub>d</sub>)</b>	Time elapsed between intake of the agent by the biodetector and reception of the analytical results by the local public health official	6 hours	4 hours
<b>Achieved Availability (A<sub>a</sub>)</b>	Probability that the biodetector will operate satisfactorily at any point in time when used under normal conditions in an ideal support environment, including the time necessary to perform preventative and corrective maintenance activities	95%	98%
<b>Probability of false positive (P<sub>fp</sub>)</b>	Probability that the biodetector will issue a positive signal when no BioWatch agent is present	10 <sup>-7</sup>	10 <sup>-9</sup>

**Table 2 – Key Performance Parameters for Gen-3 biodetector**

- 3.0 Operational Capability – The biodetector will monitor the air for the presence of BioWatch Agents assuming:
  - Continuous operation.
  - Networked operation.
  - Full control by operator on site or from remote location.
  - Autonomous operation to include integrated detection, reporting, archiving, self-assessment, and failure analysis & fault isolation.
  - Integrated detection to include sample collection, preparation, analysis, and waste handling.
- 4.0 Detection/Assay Validation – The biodetector will detect the presence of BioWatch designated biological agents assuming:
  - 4.1 Detection cycle time (defined as: collection interval + analysis interval) programmable between 6 hours (T) (4 hours (O)) and 24 hours.
    - 4.1.1 Time-to-detect – defined as the maximum time elapsed between the intake of the agent by the biodetector and the reception of the analytical results by the local public health official. When operated on a 6-hour detection cycle (T), the time-to-detect of the biodetector will not exceed 6 hours (T). When operated on a 4-hour detection cycle (O), the time-to-detect of the biodetector will not exceed 4 hours (O).
  - 4.2 Collection to start upon completion of previous collection cycle or upon operator request.
  - 4.3 Simultaneous analysis for all agents in the BioWatch agent list (Section 1.0).
  - 4.4 System sensitivity<sup>1</sup> is defined as the average agent air concentration over the collection period:

(b)(4) (b)(7)(E)
  - 4.4.4 Probability of detection<sup>2</sup> equal to or greater than 98% at system sensitivity.
  - 4.4.5 Probability of false positive<sup>3</sup> detection for a single agent not to exceed 10<sup>-7</sup> (T); 10<sup>-9</sup> (O).
  - 4.5 Systems analytics must meet the sensitivity and specificity requirements of the Public Health Actionable Assay validation process.
- 5.0 Viability – The biodetector will maintain the viability of the collected biothreat agent for 12 hours (O) to facilitate the propagation of the agent in the BioWatch / LRN laboratory in order to establish public health significance and further characterize the agent for determination of appropriate medical intervention.
- 6.0 Reporting – The biodetector will generate, archive and transmit to the appropriate local Public Health Officer the following results and reports:

<sup>1</sup> The required system sensitivity of the biodetector is defined in terms of air concentration in order to give the developer the opportunity to trade-off design parameters such as (b)(4) (b)(7)(E) collection duration, and limit of detection (LOD) of the analysis subsystem. For example, if the LOD of the analysis subsystem is (b)(4) (b)(7)(E) the collection duration is 3 hours, the collection efficiency is 90%, and the flow rate is (b)(4) (b)(7)(E) the system-level sensitivity of the biodetector is (b)(4) (b)(7)(E)

<sup>2</sup> Detection includes correct identification of the applicable BioWatch agent.

<sup>3</sup> The probability of false positive is defined as the probability that the biodetector will issue a positive signal for one of the BioWatch agents when the agent is not present.

- 6.1 Indication of a public health actionable result upon detection of one or more BioWatch agents.
- 6.2 Summary analysis report on completion of the sample analysis.
- 6.3 Detailed analysis report on demand.
- 6.4 In addition, the capability to generate, archive and transmit to the BioWatch Gen-3 Detection Network operator and maintenance provider the following results and reports:
  - 6.4.1 Summary performance report upon completion of the biodetector self-assessment.
  - 6.4.2 Detailed performance report on demand.
  - 6.4.3 Detailed performance and fault reports on completion of fault isolation analysis.
- 7.0 Archiving – The biodetector will prepare and archive the following:
  - 7.1 In the case of a positive result, the collected sample (pre-processed) to be archived separately (T).
  - 7.2 In the case of negative results, the samples collected within the previous preventive maintenance and replenishment cycle days will be pooled (T); archived separately (O).
  - 7.3 Detailed results of sample analysis collected within the previous preventative maintenance and replenishment cycle.
  - 7.4 Operational log file collected within the previous preventative maintenance and replenishment cycle.
  - 7.5 Detailed results of self-assessment collected within the previous preventative maintenance and replenishment cycle.
  - 7.6 Detailed results of fault isolation analysis collected within the previous preventative maintenance and replenishment cycle.
- 8.0 Self-Assessment – The biodetector will continuously self-assess its level of performance (or degradation) as related to its major functions.
- 9.0 Failure Analysis and Fault Isolation – The biodetector will conduct failure<sup>4</sup> analysis and fault isolation when operating in a degraded mode to:
  - 9.1 Detect Type I and Type II failures (T) (and Type III failures (O)) with a probability of correct detection equal to or greater than 95% (T) (98% (O)).
  - 9.2 Identify failing (or failed) Line Replaceable Unit (LRU) with a probability of correct fault isolation equal to or greater than 95% (T) (98% (O)).
- 10.0 Information Exchange Requirements (IER) – No IER beyond general Interoperability requirements as defined in Section 11.1.
- 11.0 Interoperability: The biodetector and associated systems will adhere to open systems standards at the subsystem and system level. Interoperability will encompass (but not be limited to) the following areas:

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<sup>4</sup> **Type I - Failure:** Severe operational incidents that would definitely result in a service call, such as part failures, unrecoverable equipment hangs, consumables that fail/deplete before their specified life, onset of noise, and other critical problems. These constitute "hard-core" failure modes that would require the services of a trained repair technician to recover. **Type II - Intervention:** Any unplanned occurrence or failure of system mission that requires the user to manually adjust or otherwise intervene. These "nuisance failures" that can be recovered by the user, or with the aid of phone support. Depending on the nature of the failure mode, groups of the Type II failures could be upgraded to Type I if they exceed a predefined frequency of occurrence. **Type III - Event:** Events will include all other occurrences that do not fall into either of the categories above. This might include events that cannot directly be classified as failures, but whose frequency is of engineering interest and would be appropriate for statistical analysis. Examples include failures caused by test equipment malfunction or operator error.



- 11.1 Data Exchange – Data exchange will be accomplished by placing all data and metadata in Extensible Markup Language (XML) documents.
- 11.2 Security – The security capability of the biodetector will enable Symmetric Public Key Infrastructure (SPKI) and support encrypted data communications with supporting operations systems.
- 11.3 Communication – The communication capability of the biodetector will be compatible with TCP/IP Version 4 and upgradeable to Version 6. To accommodate encrypted communications, the biodetector must be able to generate IP packets that allow subsequent encryption header information.
- 11.4 Connectivity – The connectivity capability of the biodetector will include:
  - 11.4.1 One (T) (two (O)) Local Area Network (LAN) RJ-45 interface(s) used for TCP/IP communications as defined by IEEE 802.3i-1990.
  - 11.4.2 One wireless connectivity module to be used when operational environment permits and featuring the following capabilities: Wireless LAN (WLAN) – IEEE 802.11x, 54 Mbits/sec or faster; and, Wireless Communication – Express Card / 34 or Express Card / 54 or CardBus PC Card interface slot allowing TCP/IP connections using a commercial cell carrier.
- 12.0 Logistics and Readiness:
  - 12.1 Achieved Availability ( $A_a$ ) – The probability that the biodetector will operate satisfactorily at any point in time when used under normal conditions<sup>5</sup> in an ideal support environment<sup>6</sup>. Achieved availability is defined as a function of Mean Time Between Maintenance<sup>7</sup> (MTBM) and the mean active maintenance time (M):  
The achieved availability of the biodetector will be equal to or greater than 95% (T) (98%(O)).
  - 12.2 Reagent Storage / Capacity – The biodetector will have the capacity to store reagents for 7 days (T) (30 days (O)) with no degradation in reagent performance under normal operation and environmental conditions.
  - 12.3 Waste Storage – The biodetector will have the capacity to store waste, including negative samples for 7 days (T) (30 days (O)) under normal operating and environmental conditions.
  - 12.4 Preventive Maintenance – On-site preventive maintenance will be performed on the biodetector no more than once every 7 days (T) (90 days (O)).
  - 12.5 Software Updates – The software of the biodetector will be updated on an as-needed basis either remotely or on-site (T).
  - 12.6 Calibration – The biodetector will require calibration in the field no more than once every 30 days (T) (90 days (O)).
- 13.0 Survivability – The vulnerabilities of the biodetector to jamming, spoofing and spiking “attacks” must be identified and mitigated to the maximum extent. If needed, recoverability strategies must be defined in order to ensure that the biodetector is survivable in its threat environment.
- 14.0 Natural Environmental Conditions
  - 14.1 Indoor Operational Environment – The biodetector will operate without any performance degradation in the following physical environments representative of indoor facilities including, but not limited to, mass transportation hubs (subways, airports, bus terminals, train stations), large indoor sporting and entertainment event venues, and shopping malls:

<sup>5</sup> The biodetector is used as defined in the Concept of Operation and in its intended operational environment as described in the Gen-3 Operational Requirement Document (ORD), available in bidder’s library for inspection and review by prospective offerors by appointment only (see RFP Section C.6.1.1).

<sup>6</sup> No logistics and administrative delays.

<sup>7</sup> Includes both preventive and corrective maintenance.

- 14.1.1 Exposure to dust, metallic dust, smoke, diesel exhaust.
- 14.1.2 Temperatures ranging from -7 to +43 degrees Celsius.
- 14.1.3 Relative humidity ranging from 10% to 100%.
- 14.1.4 Altitude: From sea level to 2000 meters above mean sea level.
- 14.2 Outdoor Operational Environment – The biodetector will operate without any performance degradation in the following outdoor physical environments representative of BioWatch jurisdictions:
  - 14.2.1 Exposure to rain, fog, snow, ice, wind, salt spray, sand, dust, smoke, diesel exhaust, metallic dust.
  - 14.2.2 Temperatures ranging from -28 to +50 degrees Celsius.
  - 14.2.3 Relative humidity ranging from 5% to 100%.
  - 14.2.4 Wind speed up to 6.6 meters per second (Average 1-Minute Mean speed).
  - 14.2.5 Altitude: From sea level to 2000 meters above mean sea level.
  - 14.2.6 Solar radiations having adverse heating and actinic effects on the biodetector defined in terms of irradiance levels for the near-infrared, visible and ultraviolet spectral regions
- 15.0 Other System Characteristics
  - 15.1 Life Cycle – The biodetector will have a service life of at least 5 years when operated in its intended operational environment as defined in the concept of operation.
  - 15.2 Physical Characteristic – The physical characteristics of the biodetector deployed and operating under normal conditions will not exceed:
    - 15.2.1 300 kilograms (T) (200 kilograms (O)) for the weight.
    - 15.2.2 0.80 square meters (T) (0.40 square meters (O)) for the footprint.
    - 15.2.3 1.80 meters (T) (1.20 meters (O)) for instrument enclosure height.
    - 15.2.4 1.80 meters for collection inlet height.
  - 15.3 Electrical Power – The biodetector must be able to operate using a standard 120VAC 60Hz 40A (T) (20A (O)) electrical power source and must include an on-line uninterruptible power supply providing:
    - 15.3.1 Power quality management capability to mitigate the adverse effects of utility power line noise, high-voltage transients, harmonic distortions, and frequency shifts on all components of the biodetector.
    - 15.3.2 Ride-through capability to mitigate the effects of momentary (i.e., less than 5 minutes) utility power interruptions.
    - 15.3.3 Back-up capability to maintain operation under normal conditions for a duration equal to or greater than that required to complete the analysis of a collected sample and the transmission of the results, followed by a graceful shutdown in the event of a total loss of utility power.
  - 15.4 Electromagnetic Compatibility (EMC) and Interference (EMI) – The biodetector will be electromagnetically compatible within itself and with its defined external electromagnetic environment such that its operational performance requirements are met while operating under normal conditions. The biodetector will not generate any conducted and radiated emissions that might interfere with instruments and equipment operating in the same environment. The biodetector will comply with US FCC Part 15, Subpart J.
  - 15.5 Electromagnetic Spectrum Compatibility – The biodetector will comply with the following regulations for the use of the electromagnetic spectrum: NTIA “Manual of Regulations and Procedures for Radio Frequency Management” and U.S. Department of Defense Directive 4650.1.
  - 15.6 Acoustical Noise – The steady-state acoustical noise generated by the biodetector operating under normal conditions will not exceed the A-Weighted limit of 75 dBA (T) (65 dBA (O)).

- 15.7 Modular Design – The biodetector will exhibit a modular design (both hardware and software) to facilitate its deployment, maintenance, and potential modifications over its service life.
- 16.0 Maintenance Planning – Logistics processes will be executed by the Contractor Logistics Support (CLS) and be compliant with general guidance and standard operating procedures established by the DHS. The CLS will perform periodic, scheduled as well as unscheduled maintenance tasks to keep the biodetector operational along with the replenishment of supplies and the recovery of archived samples. The CLS will conduct periodic maintenance according to a predetermined schedule established to reduce the risk of unscheduled faults and downtime. The CLS will synchronize the orders of supplies with the operation and maintenance schedules to ensure items are at the level needed to support normal daily and surge operations or on hand prior to the initiation of the maintenance actions.
- 17.0 Support Equipment – The contractor will be responsible for providing all test and support equipment to calibrate, repair, clean and service their biodetector and associated systems in order to restore them to mission capable order. Contractor provided test and support equipment should not be needed on a one for one basis to match the number of biodetectors. The support equipment should only be required in sufficient quantities to allow schedule and unscheduled maintenance to be timely and not cause equipment down time due to non-availability of test or support equipment.
- 18.0 Training – The contractor will be responsible for providing operational and maintenance training, including instructions, to on-site independent test and evaluation staff.
- 19.0 Safety & Health Hazard – The biodetector will be safe to operate, store, transport and maintain in its intended environment throughout its life cycle. System design will preclude or minimize actual or potential safety problems, with any residual risks to be clearly identified in training materials and a plan for their effective management provided.
- 20.0 Human System Integration – The biodetector will operate as an unattended sensor requiring minimum human interaction. Contractor Logistics Support (CLS) personnel will be able to setup, operate, test, tear down the biodetector and comply with test center (i.e., Edgewood Chemical and Biological Center, Dugway Proving Ground) personal protective equipment (PPE) protocols and procedures. Specific protocols and procedures will be provided prior to testing.
- 21.0 Other Logistics and Facility Considerations – Contractor-developed technical support data and documentation will be coordinated with other data requirements of other program functional specialties to minimize data redundancies and inconsistencies. The technical data and documentation will be compatible with existing internal government information processing systems. Maximum use of contractor data systems and data formats when they can readily satisfy program needs. Of utmost importance is the currency and accuracy of the data delivered. Packaging, Handling, Storage, and Transportation (PHST) includes the resources, processes, procedures, design considerations, and methods to ensure that the system, equipment, and support items are properly packaged and preserved, handled, stored, and transported. Key emphasis is on avoidance of damage or deterioration in a safe and timely movement and storage of systems. There will be very limited shipping of biodetectors from one city to another. The manufacturer must provide current specifications for packaging, handling, and transportation. Biodetectors must be capable of unrestricted transport by highway, rail, maritime, and air transport modes.
- 22.0 Command, Control and Communications (C3) – All Command, Control and Communications (C3) considerations, including interoperability, architecture, integration, major systems interfaces, and information assurance are defined in the BioWatch Data Interoperability Strategy document (available in the Bidders/Technical library).

**ATTACHMENT J.3 – TECHNOLOGY READINESS LEVEL MATURITY CHECKLIST**

<b>TRL 6 (+) Definition</b>	<b>TRL 7 Definition</b>
<p><b>System/Subsystem Model or Prototype Demonstration in a Relevant Environment.</b> A major step in the level of fidelity of the technology demonstration follows the completion of TRL 5. AT TRL 6, a representative model or prototype system, which is well beyond the breadboard tested for level 5, is tested in a relevant environment. Examples include testing a prototype in a high-fidelity laboratory environment or in simulated operational environment.</p> <p><u><b>Criteria for Entrance into Gen-3 Phase I Characterization Testing</b></u></p>	<p><b>System Prototype Demonstration in an Operational Environment.</b> Prototype near or at planned operational system. TRL 7 is a significant step beyond TRL 6, requiring an actual system prototype demonstration in an operational environment. The prototype should be near or at the scale of the planned operational system. Examples include testing the prototype in a test bed.</p> <p><u><b>Criteria for Entrance into Gen-3 Phase I Operational Field Testing</b></u></p>
<b>TRL 6(+) Hardware Maturity Criteria</b>	<b>TRL 7 Hardware Maturity Criteria</b>
Materials, processes, methods and design technologies have been identified and are at least 70% validated.	Materials, processes, methods, and design techniques are moderately developed and at least 90% verified.
Representative model or prototype is successfully tested in a high- fidelity laboratory or simulated operational environment.	Systems engineering requirements are defined and at least 90% validated.
Production demonstrations are complete. Production issues have been identified and major ones have been resolved.	Production planning is complete.
Draft design drawings are at least 70% complete and component physical and functional interfaces at least 70% complete.	Prototype Improves to Production Quality. Production quality prototype hardware and software is available in limited quantities.
Collection of actual maintainability, reliability, and supportability data has been started-at least 70% complete. Failure modes effects & criticality analysis on all items and components at least 70% complete at system level.	Draft design drawings are complete.
Most pre-production hardware is available in limited quantities.	Maintainability, reliability, and supportability data collection is 90% completed. Failure modes effects and criticality analysis on all items and components at least 90% completed at all levels.
Some associated “Beta” version software is available.	Key characteristics, quality and reliability levels identified for 90% of the system.
	Prototype successfully tested in a field environment.
	Interface control process in place. Component physical & functional interfaces at least 90% defined at system level.
	Manufacturing processes and procedures under control and ready for Low Rate of Initial Production (LRIP).

ATTACHMENT J.4: CONTRACTOR RESOURCE REQUIREMENTS

Task Order	Test Program Event	Equipment / Supplies (required quantities)*	Training	Test Support	Maintenance	Delivery Location	Delivery Time
Task Order 1	Assay Validation	<ul style="list-style-type: none"> <li>Two (2) Biodetector Units – Analytical Components</li> <li>Supplies, materials, and consumables (e.g., reagents) for testing</li> </ul>	Train / Certify independent lab personnel at LANL	<ul style="list-style-type: none"> <li>None anticipated</li> </ul>	<ul style="list-style-type: none"> <li>General maintenance as required</li> </ul>	LANL	NLT 2 months ARO
	Characterization Test	<ul style="list-style-type: none"> <li>Two (2) Biodetector Units</li> <li>Supplies, materials, and consumables (e.g., reagents) for testing</li> </ul>	Train independent test personnel at ECBC	<ul style="list-style-type: none"> <li>ECBC, MD</li> <li>5 weeks, 40 hours per week</li> </ul>	<ul style="list-style-type: none"> <li>Clean units as required between tests</li> <li>General maintenance as required</li> </ul>	ECBC	NLT 4 months ARO
	Analytical Subsystem Test 2.a.	<ul style="list-style-type: none"> <li>Four (4) Biodetector Units (same units used for Test 2.b.)</li> <li>Supplies, materials, and consumables (e.g., reagents) for testing</li> </ul>	Train independent test personnel at DPG	<ul style="list-style-type: none"> <li>DPG, UT</li> <li>4 weeks, 40 hours per week</li> </ul>	<ul style="list-style-type: none"> <li>Clean units as required between tests</li> <li>General maintenance as required</li> </ul>	DPG	NLT 4 months ARO
	Analytical Subsystem Test 2.b.	<ul style="list-style-type: none"> <li>Four (4) Biodetector units (same units used for Test 2.a.)</li> <li>Supplies, materials, and consumables (e.g., reagents) for testing</li> </ul>	Train independent test personnel at DPG	<ul style="list-style-type: none"> <li>DPG, UT</li> <li>12 weeks, 40 hours per week</li> </ul>	<ul style="list-style-type: none"> <li>Clean units as required between tests</li> <li>General maintenance as required</li> </ul>	DPG	on completion of Analytical Subsystem Test 2.b.
	System Test	<ul style="list-style-type: none"> <li>Two (2) Biodetector Units</li> <li>Supplies, materials, and consumables (e.g., reagents) for testing</li> </ul>	Train independent test personnel at DPG	<ul style="list-style-type: none"> <li>DPG, UT</li> <li>6 weeks, 40 hours per week</li> </ul>	<ul style="list-style-type: none"> <li>Clean units as required between tests</li> <li>General maintenance as required</li> </ul>	DPG	NLT 4 months ARO
<b>TASK ORDER 1 TOTALS:</b>		<i>2 analytical components and 8 complete biodetector units</i>					

\* Not including spare units (see RFP Section C.5)

Task Order	Test Program Event	Equipment / Supplies (required quantities)*	Training	Test Support	Maintenance	Delivery Location	Delivery Time
Task Order 2	Field Test	<ul style="list-style-type: none"> <li>Equipment for signal receipt</li> </ul>	Train lab personnel in the Field Testing Jurisdiction	NA	NA	(b)(4) (b)(7)(F)	NLT 3 months ARO
	Jurisdictional Training and Coordination	<ul style="list-style-type: none"> <li>Two (2) Biodetector Units</li> <li>Supplies, materials, and consumables (e.g., reagents) for testing</li> </ul>	None anticipated	<ul style="list-style-type: none"> <li>Operate units for duration of effort BioWatch jurisdiction – (b)(4) (b)(7)(F) units)**</li> <li>Four months, 24 hours per day, 7 days per week</li> </ul>	<ul style="list-style-type: none"> <li>General maintenance as required</li> </ul>		NLT 4 months ARO
	RAM-T Data Collection and IT V&V						
	Biodetector Baseline Calibration	<ul style="list-style-type: none"> <li>Ten (10) Biodetector Units</li> <li>Supplies, materials, and consumables (e.g., reagents) for testing</li> </ul>	NA	<ul style="list-style-type: none"> <li>Operate units for the duration of effort BioWatch jurisdiction – (b)(4) (b)(7)(F) (five units); (b)(4) (b)(7)(F) (five units)**</li> <li>One month</li> </ul>	<ul style="list-style-type: none"> <li>General maintenance as required</li> </ul>		NLT 6 months ARO
	Field Test	<ul style="list-style-type: none"> <li>Ten (10) Biodetector Units (same units used for calibration)</li> <li>Supplies, materials, and consumables (e.g., reagents) for testing</li> </ul>	NA	<ul style="list-style-type: none"> <li>Operate units for the duration of effort BioWatch jurisdiction – (b)(4) (b)(7)(F) (five units); (b)(4) (b)(7)(F) (five units)**</li> <li>Three months</li> </ul>	<ul style="list-style-type: none"> <li>General maintenance as required</li> </ul>		After completion of Biodetector Baseline Calibration
<b>TASK ORDER 2 TOTALS:</b>		<b>12 complete biodetector units</b>					

\* Not including spare units (see RFP Section C.5)

\*\* Assumption for proposal purposes only

ATTACHMENT J.5

DEPARTMENT OF HOMELAND SECURITY SCHEDULE OBJECTIVES

Task	Duration (Work Days)	Start Month	Finish Month	Months After Receipt of Order													
				1	2	3	4	5	6	7	8	9	10	11	12		
<b>Contract Award</b>	0	N/A	N/A	◆													
<b>Task Order #1 - Assay Validation and Characterization Testing</b>					[Green bar spanning months 1 to 10]												
Assay Testing - Vendor Delivers 2 Units	0	2	2			◆											
Assay Testing - Train/Certify Lab Personnel	10	3	3				◆										
Assay Testing	75	3	6					[Green bar from month 3 to 6]									
Aerosol Collection Subsystem Test - Vendor Delivers 2 (of 10) units to ECBC	0	4	4														
Aerosol Collection Subsystem Test - Vendor Trains ECBC personnel	5	5	5														
Aerosol Collection Subsystem Test	20	5	6														
Analytical Subsystem Tests - Vendor delivers 4 (of 10) units to DPG	0	4	4														
Analytical Subsystem Test - Vendor trains DPG personnel	5	5	5														
Analytical Subsystem Test 2.a. - Limit of Detection	20	5	6														
<b>Milestone #1</b>	0	6	6														
Analytical Subsystem Test 2.b. - Probability of Detection	68	6	9														
System Level Test - Vendor delivers 2 (of 10 units) to DPG	0	4	4														
System Level Test	30	7	9														
<b>Milestone #2</b>	0	9	9														
<b>Task Order #2 - Field Test</b>																	
RAM-T Data Collection - Vendor delivers 2 (of 10) units to jurisdiction	0	4	4														
RAM-T Data Collection/IT Verification and Validation	160	5	8														
Jurisdictional Training and Coordination	75	4	6														
Vendor delivers 10 units to select jurisdiction(s)	0	6	6														
Biodetector baseline calibration	25	6	7														
Field test	45	10	10														
Data compilation/report	25	10	11														
<b>Milestone #3</b>	0	11	11														
<b>Future Task Orders (Unpriced)</b>	TBD	11	TBD														
Engineering Design Changes																	
Regression Testing of Design Changes																	
Extended Field Testing																	

**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the DoD Industrial Security Manual apply  
to all security aspects of this effort.)*

**1. CLEARANCE AND SAFEGUARDING**

a. FACILITY CLEARANCE REQUIRED

b. LEVEL OF SAFEGUARDING REQUIRED

**2. THIS SPECIFICATION IS FOR:** *(X and complete as applicable)*

a. PRIME CONTRACT NUMBER

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER DUE DATE (YYYYMMDD)

**3. THIS SPECIFICATION IS:** *(X and complete as applicable)*

a. ORIGINAL *(Complete date in all cases)*

DATE (YYYYMMDD)

b. REVISED  
*(Supersedes all  
previous specs)*

REVISION NO.

DATE (YYYYMMDD)

c. FINAL *(Complete Item 5 in all cases)*

DATE (YYYYMMDD)

**4. IS THIS A FOLLOW-ON CONTRACT?**

YES

NO

If Yes, complete the following:

Classified material received or generated under \_\_\_\_\_ *(Preceding Contract Number)* is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?**

YES

NO

If Yes, complete the following:

In response to the contractor's request dated \_\_\_\_\_ revision of the classified material is authorized for the period of \_\_\_\_\_

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

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

**8. ACTUAL PERFORMANCE**

a. LOCATION

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**

**10. CONTRACTOR WILL REQUIRE ACCESS TO:**

YES NO

- a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION
- b. RESTRICTED DATA
- c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION
- d. FORMERLY RESTRICTED DATA
- e. INTELLIGENCE INFORMATION
  - (1) Sensitive Compartmented Information (SCI)
  - (2) Non-SCI
- f. SPECIAL ACCESS INFORMATION
- g. NATO INFORMATION
- h. FOREIGN GOVERNMENT INFORMATION
- i. LIMITED DISSEMINATION INFORMATION
- j. FOR OFFICIAL USE ONLY INFORMATION
- k. OTHER *(Specify)*

**11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:**

YES NO

- a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
- b. RECEIVE CLASSIFIED DOCUMENTS ONLY
- c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
- d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
- e. PERFORM SERVICES ONLY
- f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
- g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
- h. REQUIRE A COMSEC ACCOUNT
- i. HAVE TEMPEST REQUIREMENTS
- j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
- k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
- l. OTHER *(Specify)*



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

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE ( <i>Include Area Code</i> )
--------------------------------------	----------	---

d. ADDRESS ( <i>Include Zip Code</i> )	<b>17. REQUIRED DISTRIBUTION</b> <input type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE	

2. AMENDMENT/MODIFICATION NO. P00001  
 3. EFFECTIVE DATE 05/27/2010  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE DHS/OPO/OHA  
 U.S. Dept. of Homeland Security  
 Office of Procurement Operations  
 OHA Acquisition Division  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528  
 7. ADMINISTERED BY (If other than Item 6) CODE DHS/OPO/OHA  
 U.S. Dept. of Homeland Security  
 Office of Procurement Operations  
 OHA Acquisition Division  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 NORTHROP GRUMMAN SECURITY SYSTEMS LLC  
 1580 B WEST NURSERY RD  
 LINTHICUM HEIGHTS MD 210900000  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X  
 HSHQDC-10-D-00003  
 10B. DATED (SEE ITEM 13)  
 11/12/2009  
 CODE 1046382050000 FACILITY CODE

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

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

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 DUNS Number: 104638205+0000  
 The purpose of this modification is to make administrative changes to the contract as follows:

Section C.2, Statement of Objectives:  
 2nd sentence: the attachment is corrected to Attachment J.2.  
 4th sentence: the attachment is corrected to Attachment J.3.

Section F.8, F.8.1(v):  
 Administrative Contracting Officer: Wanda E. Moorman

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Wanda Moorman  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 Wanda E. Moorman 5/27/2010  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR  
NORTHROP GRUMMAN SECURITY SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contracting Officer's Technical Representative: Robert Ranhofer</p> <p>Program Office: Remains unchanged</p> <p>Section G.2: Administrative Contracting Officer: Wanda E. Moorman</p> <p>Contracting Officer's Technical Representative: Robert Ranhofer</p> <p>Task Order Manager: As specified in each task order.</p> <div style="background-color: #cccccc; padding: 5px; text-align: center; font-size: 2em; color: yellow; margin: 10px 0;">(b)(4) (b)(7)(F)</div> <p>Contract deliverables and their due dates remain unchanged as specified in the contract.</p> <p>The period of performance referenced on page 2 of the original contract is corrected: 11/12/2009 to 11/11/2010, consistent with Section F.2.</p> <p>All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: DO-N6 Period of Performance: 11/12/2009 to 11/11/2010</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 06/23/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations OHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/OHA	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations OHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/OHA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTHROP GRUMMAN SECURITY SYSTEMS LLC 1580 B WEST NURSERY RD LINTHICUM HEIGHTS MD 210900000		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1046382050000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-10-D-00003	
		10B. DATED (SEE ITEM 13) 11/12/2009	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.243-2
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

DUNS Number: 104638205+0000

The purpose of this modification is to document acceptance of the contractor's no-cost

(b)(4) (b)(7)(E)

(b)(4) (b)(7)(E)

submitted May 24, 2010 and to replace Ms. Wanda Moorman with Mr. Christopher Wallis as Administrative Contracting Officer (ACO) for the basic contact and Task Order 1 (HSHQDC-10-J-00022).

The contractor's ECP-001 is hereby accepted at no additional cost to the Government, and in Section F.8, F.8.1(v) of the contract, the ACO is hereby changed from Wanda E. Moorman to Christopher Wallis.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wanda Moorman
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 6/23/2010
(Signature of person authorized to sign)	(Signature of Contracting Officer)

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC-10-D-00003/P00002PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
NORTHROP GRUMMAN SECURITY SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>These changes shall flow down to all task orders issued from the date of this modification. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: DO-N6 Period of Performance: 11/12/2009 to 11/11/2010</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations OHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/OHA	7. ADMINISTERED BY (If other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations OHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/OHA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTHROP GRUMMAN SECURITY SYSTEMS LLC 1580 B WEST NURSERY RD LINTHICUM HEIGHTS MD 210900000		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1046382050000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-10-D-00003	
		10B. DATED (SEE ITEM 13) 11/12/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2, Changes - Cost-Reimbursement
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 104638205+0000

The purpose of this modification is to document acceptance of the contractor's no-cost (b)(4) (b)(7)(E) (b)(4) (b)(7)(E) and the (b)(4) (b)(7)(E) June 18, 2010.

The contractor's ECP-002 is hereby accepted at no additional cost to the Government.

All other terms and conditions remain unchanged.

DO/DPAS Rating: NONE

Period of Performance: 11/12/2009 to 11/11/2010

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

(b) (6) _____ Contract Manager	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher Wallis
(b) (6) _____ (Signature of person authorized to sign)	15C. DATE SIGNED 2 July 2010
	15B. UNITED STATES OF AMERICA Christopher Wallis (Signature of Contracting Officer)
	15D. DATE SIGNED 7/27/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ROHA-11-00005	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations OHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/OHA	7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations OHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/OHA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTHROP GRUMMAN SECURITY SYSTEMS LLC 1580 B WEST NURSERY RD LINTHICUM HEIGHTS MD 210900000		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1046382050000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-10-D-00003	
		10B. DATED (SEE ITEM 13) 11/12/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
TBD

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
DUNS Number: 104638205+0000

The purpose of this modification is to:

- Exercise Option Period 1 of contract HSHQDC-10-D-00003, in accordance with FAR Clause 52.217-9 Option to Extend the Term of the Contract (Mar 2000), at no additional cost to the government. The period of performance for Option Period 1 is November 12, 2010 to November 11, 2011;
- This modification also changes the Contracting Officer for all current and subsequent Task Orders from Christopher Wallis to Carla Davis (b) (6) (202) 254-6349). Christopher Wallis will remain as the Contracting Officer for the IDIQ Contract.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) CONTRACTS REPRESENTATIVE	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher Wallis
15C. DATE SIGNED (b) (6) 10/26/10	16B. UNITED STATES OF AMERICA Christopher Wallis (Signature of Contracting Officer)
	16C. DATE SIGNED 10/27/2010

NAME OF OFFEROR OR CONTRACTOR  
**NORTHROP GRUMMAN SECURITY SYSTEMS LLC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>All other contract terms and conditions remain unchanged.            DO/DPAS Rating: NONE            Discount Terms:                Net 30            Delivery Location Code: DHS            Department of Homeland Security            245 Murray Lane            Bldg. 410            Washington DC 20528</p> <p>FOB: Destination            Period of Performance: 11/12/2010 to 11/11/2011</p> <p>Add Item 0001 as follows:</p> <p>Option 1            Obligated Amount: \$0.00            Product/Service Code: AJ14</p> <p>Award Distribution:            OHAprocurements@dhs.gov</p> <p>Payment Office:            Department of Homeland Security            Burlington Finance Center            P.O. Box 1000            Williston, VT 05495-1000            Attn: Office of Health Affairs (OHA)            Fax (802-288-7658)            E-mail: OHA.invoice.consolidation@dhs.gov            ALC: 70-03-1513            TIN: 26-1623625            Dun: 827414181</p>				0.00



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations OHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/OHA	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations OHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/OHA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTHROP GRUMMAN SECURITY SYSTEMS LLC 1580 B WEST NURSERY RD LINTHICUM HEIGHTS MD 210900000		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1046382050000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-10-D-00003	10B. DATED (SEE ITEM 13) 11/12/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 104638205+0000

The purpose of this modification is to incorporate by reference FAR 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards," as prescribed in FAR 4.1403(a). The requirements of this clause shall apply to all first tier subcontracts under Task Order 1 (HSHQDC-10-J-00024) awarded on or after the effective date of Option Period 1 (effective date of Option Period 1 was November 12, 2010) and to all first tier subcontracts under Task Order 2 (HSHQDC-10-J-00455).

All other terms and conditions remain unchanged.

DO/DPAS Rating: NONE

Period of Performance: 11/12/2010 to 11/11/2011

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

(b) (6) NORTHROP GRUMMAN SECURITY SYS. CONTRACTS SECTION MGR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher Wallis
(b) (6)	16B. UNITED STATES OF AMERICA Christopher Wallis (Signature of Contracting Officer)
15C. DATE SIGNED 22 APR 11	16C. DATE SIGNED 25 APR 2011

2. AMENDMENT/MODIFICATION NO. P00006  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. ROHA-12-00027  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE DHS/OPO/OHA  
 U.S. Dept. of Homeland Security  
 Office of Procurement Operations  
 OHA Acquisition Division  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528  
 7. ADMINISTERED BY (If other than Item 6) CODE DHS/OPO/OHA  
 U.S. Dept. of Homeland Security  
 Office of Procurement Operations  
 OHA Acquisition Division  
 245 Murray Lane, SW  
 Building 410  
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
 NORTHROP GRUMMAN SECURITY SYSTEMS LLC  
 1580 B WEST NURSERY RD  
 LINTHICUM HEIGHTS MD 210900000  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 HSHQDC-10-D-00003  
 10B. DATED (SEE ITEM 13)  
 11/12/2009  
 CODE 1046382050000 FACILITY CODE  
 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 TBD

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

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X FAR 52.217-9, Option to Extend the Term of the Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 DUNS Number: 104638205+0000  
 The purpose of this modification is to exercise the option for the third and final twelve month ordering period under contract HSHQDC-10-D-00003 in accordance with FAR clause 52.217-9, Option to Extend the Term of the Contract (March 2000). The period over which orders can be placed under the final ordering period is November 12, 2011 to November 11, 2012.

All other Contract terms and conditions remain unchanged.  
 AAP Number: None DO/DPAS Rating: NONE  
 Discount Terms:  
 Net 30  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) CONTRACTS REPRESENTATIVE  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher Wallis  
 15B. CONTRACTOR/OFFEROR (b) (6)  
 15C. DATE SIGNED 11/9/11  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED 9 NOV 2011  
 (Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR  
NORTHROP GRUMMAN SECURITY SYSTEMS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528  FOB: Destination Period of Performance: 11/12/2011 to 11/11/2012  Add Item 0002 as follows:  Optional Ordering Period 2 Obligated Amount: \$0.00 Product/Service Code: AJ14 Product/Service Description: R&D- GENERAL SCIENCE/TECHNOLOGY: PHYSICAL SCIENCES (ENGINEERING DEVELOPMENT)				0.00