

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: RSEA-06-00076
PAGE OF: 1 34

2. CONTRACT NO.: GS-23F-9806H
3. AWARD/EFFECTIVE DATE: HSHQDC-06-F-00214
4. ORDER NUMBER: HSHQDC-06-F-00214
5. SOLICITATION NUMBER: [Blank]
6. SOLICITATION ISSUE DATE: [Blank]

7. FOR SOLICITATION INFORMATION CALL: [Blank] NAME: Douglas Roark
8. TELEPHONE NUMBER: 202- (b) (6) (b) (6)
9. OFFER DUE DATE/LOCAL TIME: [Blank]

9. ISSUED BY: Department of Homeland Security
Office of Procurement Operations
245 Murray Drive
Bldg. 410
Washington DC 20528
CODE: DHS

10. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
NACB: 541990
SIZE STANDARD: \$6.50
 SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (MVA)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: [Blank]
12. DISCOUNT TERMS: Net 30
13. RATING: [Blank]
14. METHOD OF SOLICITATION: RFP IFB RFQ

15. DELIVER TO: Department of Homeland Security
245 Murray Lane
Bldg. 410
Washington DC 20528
CODE: DHS

16. ADMINISTERED BY: Department of Homeland Security
Office of Procurement Operations
245 Murray Drive
Bldg. 410
Washington DC 20528
CODE: DHS

17a. CONTRACTOR/OFFEROR: SYSTEMS RESEARCH AND APPLICATIONS CORPORATION
4300 FAIR LAKES COURT
FAIRFAX VA 220334232
CODE: 0977796980000 FACILITY CODE: [Blank]

18a. PAYMENT WILL BE MADE BY: Department of Homeland Security
Science and Technology Directorate
245 Murray Lane
Building 410
Attn: Ms. Deborah DeVault
Washington DC 20528
CODE: [Blank]

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: [Blank]
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: [Blank] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: (b) (4) DUNS Number: 097779698+0000 Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528 Period of Performance: 07/12/2006 to 03/31/2010 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$8,183,556.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
29. AWARD OF CONTRACT REF. SRA/Touchstone OFFER DATED 05/24/2006, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR: [Signature]
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): [Signature]

30b. NAME AND TITLE OF SIGNER (Type or print): George Shalhoub, Sr. Contract Admin
30c. DATE SIGNED: 7/12/06
31b. NAME OF CONTRACTING OFFICER (Type or print): Douglas S. Roark
31c. DATE SIGNED: 07/12/2006

19. ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	OIC PMO Support (labor, travel, ODCs). (Federal Acquisition Regulation 52.217-8 and 52.217-9 directly apply to this line item). Delivery: 03/31/2007 Accounting Info: REIM013-02R-RM-70-00-DC-003-05-01-0000-00-00-00-00-GE-AP-25-11				(b) (4)
0002	OIC PMO Support (labor, travel, ODCs). (Federal Acquisition Regulation 52.217-8 and 52.217-9 directly apply to this line item). Delivery: 03/31/2007 Accounting Info: REIM011-00R-RM-70-00-DC-003-05-01-0000-00-00-00-00-GE-AP-25-11				(b) (4)
0003	OIC PMO Support (labor, travel, ODCs). (Federal Acquisition Regulation 52.217-8 and 52.217-9 directly apply to this line item). Delivery: 03/31/2007 Accounting Info: REIM012-01R-RM-70-00-DC-003-05-01-0000-00-00-00-00-GE-AP-25-11				(b) (4)
0004	OIC PMO Support (labor, travel, ODCs). (Federal Acquisition Regulation 52.217-8 and 52.217-9 Continued ...				(b) (4)

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT _____ 37. CHECK NUMBER _____
 PARTIAL FINAL | COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____
 42a. RECEIVED BY (Print) _____
 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 GS-23F-9806H/HSHQDC-06-F-00214

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 4 34

NAME OF OFFEROR OR CONTRACTOR
 SYSTEMS RESEARCH AND APPLICATIONS CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	Delivery: 03/31/2008 Accounting Info: OIC PMO Support (Option Year 2) (NOTE 1: The period of performance for this Line Item is 12 months from the exercise of option). (NOTE 2: This is a Labor Hour line item). (NOTE 3: This is an Option Year. Federal Acquisition Regulation 52.217-8 and 52.217-9 directly apply to this line item). Amount: \$11,353,970.00 (Option Line Item) 02/28/2008 Product/Service Code: R799 Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES Delivery: 03/31/2009 Accounting Info:				0.00
0010	OIC PMO Support (Option Year 3) (NOTE 1: The period of performance for this Line Item is 12 months from the exercise of option). (NOTE 2: This is a Labor Hour line item). (NOTE 3: This is an Option Year. Federal Acquisition Regulation 52.217-8 and 52.217-9 directly apply to this line item). Amount: \$11,740,847.00 (Option Line Item) 02/28/2009 Product/Service Code: R799 Product/Service Description: OTHER MANAGEMENT SUPPORT SERVICES Delivery: 03/31/2010 Accounting Info: The total amount of award: \$42,258,515.00. The obligation for this award is shown in box 26.				0.00

**Statement of Work
For
Office for Interoperability and Compatibility Program Management Office Support
Science and Technology Directorate**

Task Order Number HSHQDC-06-F-00214

1.0 Purpose

This Statement of Work (SOW) describes the scope of contractor support needed by the Office for Interoperability and Compatibility (OIC) in the Directorate of Science and Technology ((DHS (S&T)), Office of Systems Engineering and Development (SED) to effectively carry out its mission.

2.0 Background

DHS established the OIC in 2004 to strengthen and integrate interoperability and compatibility efforts to improve local, tribal, state, and federal public safety preparedness and response. Managed by SED, OIC's mission is to facilitate the coordination of interoperability efforts across the Department. OIC, as a practitioner-driven office, is strengthening public safety's ability to work together to protect lives and property.

Interoperability refers to the ability of critical emergency response systems or products to work with other systems or products without special effort on the part of the user. Compatibility refers to the capability of two or more items or components to exist or function in the same system or environment without modification.

A key component of OIC is a Presidential E-government initiative called SAFECOM, which is a public safety practitioner-driven program that is working with existing federal communications initiatives and key public safety stakeholders to address the need for better technologies and processes for the cross-jurisdictional and multi-disciplinary coordination of existing systems and future networks. The SAFECOM Program was established in March 2003 and is focused on providing efficient government-to-government interaction. SAFECOM harnesses diverse federal resources in service of the public safety community. The scope of this community is broad, including more than 60,000 local and state public safety agencies and organizations. Federal customers include agencies engaged in public safety disciplines such as law enforcement, firefighting, public health, and disaster recovery, as well as federal agencies that provide funding and support to state and local public safety agencies. SAFECOM makes it possible for the public safety community to leverage resources by promoting coordination and cooperation across all levels of government.

3.0 Scope

OIC requires program management support in its various work tasks including communications and outreach activities, legislative and budget support activities, technical activities, stakeholder coordination, and operational activities. This support is vital for OIC to accomplish its mission.

3.1 Support Requirements

Communications and Outreach Activities. In emergent situations the ability to communicate is imperative. As a program designed by public safety for public safety, OIC's outreach activities are designed specifically to deliver information, tools, templates, and models to the public safety community to assist in enhancing communications and to assist the public safety community as they plan and implement interoperability efforts. In addition, outreach materials and publications inform and educate state and local officials, policy makers, and public safety practitioners on interoperability issues, updates, and outcomes.

OIC Communications and Outreach Team will perform the following tasks described in this Statement of Work (SOW):

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>Congressional Response Coordination</p> <p>A primary element of this activity is to efficiently respond to inquiries and provide comments on specific documents as requested by various governmental entities.</p>	<p>Develop responses to Questions for the Record (QFRs), legislation, DHS documents, congressional reports, and other Administration documents as requested by OIC, in a timely fashion, while maintaining consistent messaging. Such draft responses shall be submitted to designated Federal employees supporting OIC for review, comment, and final decision making prior to formal submission of such responses.</p>	<p>The Contractor shall deliver a monthly report of responses by the first Friday of the following month.</p>

Program Element / Project	Major Tasks	Key Milestones and Deliverables
OIC Website Maintenance	Maintaining OIC and SAFECOM Websites. Reporting all updates to OIC and SAFECOM programs.	The Contractor shall deliver a monthly report of actions taken to update and maintain all OIC/SAFECOM Websites.
<p>Development of Publications, Models, and Templates</p> <p>Publications, models, and templates developed with practitioner input will support the public safety community as they undertake interoperability efforts in their agency, state, or region.</p>	<p><i>For at least three publications/tools</i></p> <ul style="list-style-type: none"> • Design, develop, and launch publications, models, and templates for the public safety community. • Update Interoperability Continuum per practitioner feedback. • As requested by OIC, design, develop, and launch additional publications, models, and templates for the public safety community. <p>The deliverables for the above tasks shall be submitted to designated Federal employees supporting OIC for review, comment, and final decision making.</p>	<p><i>For at least three publications, models, and templates</i></p> <ul style="list-style-type: none"> • The Contractor shall deliver a plan for the first publication/tool 30 days from award of contract; the plan for the second publication/tool shall be delivered 90 days from award of contract; and the plan for the third publication/tool shall be delivered 150 days from award of contract. • The Contractor shall deliver updated Interoperability Continuum 30 days from approval. • The Contractor shall deliver additional publications, models, and templates as requested by OIC.
Exhibition Management Support	Provide logistics, develop presentations, set up exhibits, and provide booth management and support.	The Contractor shall provide a plan of action for OIC and SAFECOM exhibitions at least five days in advance of the event.

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>Publications Development</p> <p>OIC publications serve to inform and educate the public safety community as well as local, tribal, state, and federal policy makers of Program updates and interoperability information and advances.</p>	<ul style="list-style-type: none"> • Draft, design and deliver via e-mail monthly SAFECOM Bulletins to the public safety community. • As requested by OIC, draft, print, and distribute brochures, fact sheets, 1-Pagers, reports, briefings and related materials. <p>The deliverables for the above tasks shall be submitted to designated Federal employees supporting OIC for review, comment, and final decision making.</p>	<ul style="list-style-type: none"> • The Contractor shall deliver monthly SAFECOM Bulletins by the 28th day of each month. • The Contractor shall deliver a monthly report of publications status by the first Friday of the following month.
<p>SAFECOM Speakers' Bureau</p> <p>SAFECOM federal leadership and Executive Committee (EC) and Advisory Group (AdG) members participate regularly at both national and international events related to interoperability. These events and conferences serve to promote SAFECOM and its messaging as well as to educate and inform the public safety community and related stakeholders.</p>	<ul style="list-style-type: none"> • Manage speaking engagement logistics. • Develop presentations, talking points, and supplemental materials; coordinate with event host to ensure speaker is prepared. The deliverables for this task shall be submitted to designated Federal employees supporting OIC for review, comment, and final decision making. • Manage and provide exhibit/booth support. 	
<p>Communications Coordination</p>	<ul style="list-style-type: none"> • Coordinate with DHS Systems Engineering and 	<ul style="list-style-type: none"> • The Contactor shall provide a monthly report of coordination

Program Element / Project	Major Tasks	Key Milestones and Deliverables
	Development (SED) communications team.	activities between OIC/SAFECOM and SED, S&T, and other DHS organizations
<p>Media Outreach and Monitoring</p> <p>Contractor will work with relevant media markets and publications to ensure the Program messages are consistent, accurate, and in service of the mission.</p>	<ul style="list-style-type: none"> • Field incoming media requests in liaison with DHS Public Affairs Media Interview Requests (MIRs). • Track media stories about the Program or related subjects. • Staff media interviews and draft talking points. 	<ul style="list-style-type: none"> • The Contractor shall deliver a monthly report of media placements by the first Friday of the following month.

3.2 Legislative and Budget Support Activities

The OIC program must monitor and respond to issues/actions within the DHS, the Executive Branch, and Congress. Legislative and Budget support activities focus on tracking and analyzing issues relating to public safety communications as well as providing updates on the progress of OIC through briefings, testimonies, reports, and written responses to specific inquiries. In addition, the Legislative and Budget support includes assisting the program as it makes procurements.

The OIC Legislative and Budget Support Team will perform the following tasks described in this SOW:

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>Congressional Response Coordination</p>	<ul style="list-style-type: none"> • Coordinate with SED and S&T congressional liaison representatives on correspondence with congressional entities. 	<ul style="list-style-type: none"> • The Contractor will provide a monthly report on congressional coordination activities with SED and S&T.

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>Tracking of Legislation, Appropriations, and Other Policies</p>	<ul style="list-style-type: none"> • Monitor legislation, appropriations, and other relevant policies as they develop. • Draft talking points and presentations and analyses of legislation, appropriations, and other policies. • Coordinate with DHS S&T legislative affairs to schedule periodic briefings with appropriate Congressional committees as new OIC developments occur 	<ul style="list-style-type: none"> • The Contractor shall deliver a monthly report of monitoring and tracking activities on the first Friday of the following month.

Program Element / Project	Major Tasks	Key Milestones and Deliverables
Budget Reports and Business Administrations Support	<ul style="list-style-type: none"> • Draft responses and create reports as required by OIC. • Draft white papers and cost proposals to support Program initiatives. • Provide data, reports, materials, and Program justification as requested by OIC. • Draft E-300 submissions as requested by OIC. <p>The deliverables for the above tasks shall be submitted to designated Federal employees supporting OIC for review, comment, and final decision making.</p>	<ul style="list-style-type: none"> • The Contractor shall deliver reports as required • The Contractor shall deliver a monthly report of budget reporting activities on the first Friday of the following month.

3.3 Technology Activities

The Technology Team has the primary responsibility for providing support to OIC as it develops a process to advance standards necessary to improve public safety interoperability. To accomplish this, OIC is currently developing a stakeholder coordination process with the public safety community to identify, test, and where necessary, develop standards. As part of the standards development effort, SAFECOM will develop an architectural framework derived from public safety user requirements, which will be used to help identify areas for standards development.

The OIC Technology Team will perform the following tasks described in this SOW:

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>Standards Support</p> <p>The technology team will stand up and provide on going support for a governance organization to support the process of developing interface standards for public safety communications and interoperability.</p>	<ul style="list-style-type: none"> • Facilitate multiple working groups and project action teams; assist in selection of members, facilitate meetings and conference calls, track action items and assist in completion of deliverables. 	<ul style="list-style-type: none"> • The Contractor shall deliver a monthly report of standards support activities on the first Friday of the following month.
<p>Requirements Coordination</p> <p>Facilitate the development of an updated Statement of Requirements (SoR) and a user's guide to the Public Safety Architectural Framework (PSAF).</p>	<ul style="list-style-type: none"> • Provide support and manage the development of a user's guide to the technical architectural framework for interoperable communications. • Facilitate the development of a requirements document for an SoR training tool. <p>The deliverables for the above tasks shall be submitted to designated Federal employees supporting OIC for review, comment, and final decision making.</p>	<ul style="list-style-type: none"> • The Contractor shall deliver a report on recommendations for public safety input regarding the SoR and PSAF within 30 days of document delivery. • The Contractor shall deliver a monthly report of requirements coordination activities on the first Friday of the following month.

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>Research and Development Strategy</p>	<ul style="list-style-type: none"> • Develop a stakeholder coordination process with public safety community. 	<ul style="list-style-type: none"> • The Contractor will deliver a draft stakeholder coordination strategy within 30 days of the end of the period of performance.
<p>Baseline Effort</p> <p>Provide management support for the baseline study of public safety interoperability nationwide.</p>	<ul style="list-style-type: none"> • Assist SAFECOM in providing management support to the Baseline contractor. • Develop a plan to create a self-assessment tool based upon the Baseline methodology and continuum model. <p>The deliverables for the above tasks shall be submitted to designated Federal employees supporting OIC for review, comment, and final decision making.</p>	<ul style="list-style-type: none"> • The Contractor shall deliver a monthly report of baseline activities on the first Friday of the following month. • The Contractor shall deliver a plan to create a self-assessment tool based upon the Baseline methodology and continuum tool within 90 days of delivery of the Baseline. •
<p>Industry Engagement Support</p> <p>Facilitate interaction with the public safety wireless communications industry. Provide technical expertise to help with the evaluation of current and emerging technologies that could impact interoperability and public safety communications.</p>	<ul style="list-style-type: none"> • Coordinate the evaluation of vendors and technologies by Federal employee decision makers. • Provide support to SAFECOM as it engages with industry, including planning and facilitating meetings, developing outreach recommendations, and coordinating communications. 	<ul style="list-style-type: none"> • The Contractor shall deliver reports and analysis of vendor capabilities and technology, including emerging technologies as requested and required by OIC. • The Contractor shall deliver a monthly report of industry activities on the first Friday of the following month.

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>General Technology Support</p> <p>The Contractor team may be called upon to provide various services as specified by SAFECOM or OIC program management.</p>	<ul style="list-style-type: none"> • Attend or participate in association and government meetings as directed by SAFECOM Program Management. • Provide technical support to associations and outside organizations as required by OIC. 	<ul style="list-style-type: none"> • The Contractor shall deliver a monthly report of technology support activities on the first Friday of the following month.

3.4 Stakeholder Coordination Activities.

SAFECOM's stakeholder coordination activities are integral to the program's practitioner-driven philosophy. SAFECOM has developed a governance model which supports a local government and practitioner-driven approach to improving public safety communications and interoperability and works cooperatively with the nation's local and state public safety and governmental national associations as well as at-large members. The SAFECOM governance model includes an Executive Committee (EC) and Advisory Group (AdG), as well as various working groups that address specific tasks or activities.

The OIC Stakeholder Coordination Team will perform the following tasks described in this SOW:

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>Stakeholder Meetings</p> <p>Stakeholder meetings allow the program to continue to receive recommendations from practitioners as specified in the established governance model.</p>	<ul style="list-style-type: none"> • Design and execute Advisory Group meetings (bi-annually). • Design and execute quarterly EC meetings and monthly EC conference calls as requested by OIC. • Coordinate stakeholder input for the SAFECOM program, including developing governance models; creating and supporting working groups, project action 	<ul style="list-style-type: none"> • The Contractor shall deliver a report on each meeting as requested by OIC within three weeks of the event or as directed by the government. • The Contractor will provide meeting notes within one week. • The Contractor shall deliver a

Program Element / Project	Major Tasks	Key Milestones and Deliverables
	<p>teams, and steering panels; and coordinating stakeholder communications.</p> <ul style="list-style-type: none"> • Design and execute meetings on behalf of stakeholder groups such as associations, federal partners, and local and state governance bodies as requested by OIC. 	<p>monthly report of stakeholder meeting support activities on the first Friday of the following month.</p> <ul style="list-style-type: none"> • The Contractor shall deliver a monthly report of stakeholder meeting support activities on the first Friday of the following month.

3.5 Operational Activities.

The SAFECOM Program has continued to achieve success in the areas of wireless communication interoperability due in large part to its practitioner driven philosophy. This philosophy addresses the belief that public safety practitioners are the ones who are closest to the issues related to interoperability, and therefore, are the best informed to help develop solutions for improving interoperability. As a result, SAFECOM is committed to continuing a hands-on, user driven approach that will focus on building and piloting models for interoperability strategic planning. In addition, the SAFECOM Program will develop models for improving interoperability that may be used by interested communities across the nation.

The SAFECOM Operational Team will perform the following tasks described in this SOW:

Program Element / Project	Major Tasks	Key Milestones and Deliverables
<p>RapidCom Activity (Interoperability initiative announced on July 22, 2004 by President Bush intended to ensure a minimum level of public safety interoperability would be in place in high-threat urban areas.)</p>	<ul style="list-style-type: none"> • Identify and develop profiles for potential pilot sites. • Develop project plan for pilot sites as requested by OIC. • Schedule focus group/interview sessions, maintain a database of focus group data, conduct focus groups/interviews, 	<ul style="list-style-type: none"> • The Contractor shall deliver a report within 30 days of the award to the contract detailing how current pilot projects will be completed and identifying other potential pilot sites. • The Contractor shall deliver a project plan for a

Program Element / Project	Major Tasks	Key Milestones and Deliverables
	<p>and analyze feedback.</p> <ul style="list-style-type: none"> • Facilitate and conduct strategic planning session(s) including, develop presentations, talking points, and supplemental materials for strategic session(s). • Consult with the federal partners and Regional Governance Board on the roles and responsibilities appropriate for all parties active in the implementation effort. • Integrate lessons learned and best practices into existing and new planning resources. <p>The deliverables for the above tasks shall be submitted to designated Federal employees supporting OIC for review, comment, and final decision making.</p>	<p>regional pilot within 30 days of the request.</p> <ul style="list-style-type: none"> • During a RapidCom pilot, the Contractor shall deliver a weekly report of all pilot activities each Friday.

4.0 Personnel Requirements

4.1 Staffing Requirements

Attachment 1 contains the breakout of the estimated hours and applicable rates for the Base and the three Option Years.

4.2 Work Hours

The Contractor must perform the majority of the work required during S&T's normal operating hours from 8:00 am to 5:00 pm (Washington, DC time), Monday through Friday. When applicable, exceptions to these normal working hours will be specified in the SOW.

4.3 Qualifications

The Contractor must ensure the availability of technically qualified personnel required for performance of tasks assigned under this delivery order. Continuity of operations during normal holiday and vacation time is not required, unless required by national security events. If continuity of operations is required, the Contractor will follow direction from the DHS Task Monitor (TM).

4.4 Holidays

On government holidays, the office is normally closed. If work is necessary in the office, the Contractor must make arrangements with the DHS prior to the holiday.

4.5 Standards of Conduct

Each Contractor employee is expected to adhere to existing DHS policies and procedures, laws and standards of competency, conduct, appearance, and integrity.

5.0 Security

5.1 Category of Safeguarded Information

The safeguarded agency information that the successful Offeror will need to develop or access is categorized as **SENSITIVE INFORMATION**.

DHS S&T has determined that performance of this contract requires that the Contractor be given access to classified National Security Information (herein known as classified information). Classified information is Government information, which requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

5.2 Position Sensitivity Designations

All work performed under this SOW is unclassified unless otherwise specified by DHS. However, the Offeror will need to assign some personnel to the contract cleared to a minimum of **INTERIM SECRET** level clearance with a Background Investigation (BI) in the event handling of classified material is required. DHS S&T only will accept candidates who, at a minimum, can achieve a security clearance at this level. Work may be performed near sensitive information.

If classified work is required under this SOW, DHS will provide specific guidance to the Contractor as to which work will be conducted in a classified manner and at which classification level. The Contractor will also adhere to other applicable Government orders, guides, and directives pertaining to classified or confidential work. This SOW requires access to information at the minimum of Secret level and within the National Security Information Category. A DD Form 254 will be incorporated and attached to this order by modification at a later date

5.3 Confidential Treatment of Sensitive Information

The Contractor shall guarantee strict confidentiality of the information/data provided by the Government during the performance the services described above. The Government has determined that the information/data that the Contractor will be provided during the performance of any support tasks is of a sensitive nature.

Disclosure of the information/data, in whole or in part, by the Contractor can only be made after the Contractor receives written approval from the TM. Whenever the Contractor is uncertain with regard to the proper handling of information/data under the contract, the Contractor shall obtain a written determination from the TM.

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of the support work performed. The Contractor shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data, and/or equipment.

5.4 Security ID Requirements

Contractor personnel assigned to work at DHS S&T facilities may be issued a proximity pass that permits unescorted entry to DHS S&T facilities without going through a daily visitor access processes. Contractor personnel may also be granted certain other privileges such as e-mail accounts and access to DHS information systems.

The Contractor shall obtain a Government Contractor identification card (The application for the Contractor identification card will be obtained through the TM or as directed by the Contracting Officer). The Contractor shall provide the TM written notice when all IDs have been *processed* and *received*. This card is in addition to Contractor provided IDs.

This access shall be provided solely at the discretion of DHS, and may be revoked or withdrawn at any time, without notice or cause, by the TM/ Contracting Officer (CO).

The Contractor shall report in writing to the DHS TM to request all personnel access to DHS facilities, e-mail accounts, and information systems be terminated if:

- At any time during the term of this contract, Contractor personnel issued a DHS pass or granted access to DHS-e-mail or any other DHS information system no longer require any further access, **and / or**
- At the completion, expiration or termination of any such contract where access has been granted. Contractor personnel will be considered not to require access to DHS facilities for work performance upon expiration of this contract.

The Contractor shall prepare and maintain a roster of its employees (both former and current) that have had DHS ID cards issued in their names at any time during the term of this contract. This roster shall be submitted monthly, prior to the last day of each month, to the TM. The Contractor may submit this report with the monthly progress report for this contract.

Each Contractor employee shall have the Government and Contractor identification card in his/her possession at all times when on the Government installation. The employee shall surrender the card(s) to the issuing office at the end of employment, upon completion of this contract, or upon expiration of the form, whichever is sooner.

Contractor personnel must report the loss of a Government identification card as soon as possible to the issuing officer. Report the same day if lost during duty hours and by 9:00 a.m. the next workday if lost during non working hours.

6.0 Other Task Details

6.1 Period of Performance

The period of performance for this task order includes a 9 month base and three one year options. The respective dates are:

- Base Year 7/12/06 – 3/31/07
- Option Year 1 4/1/07 – 3/31/08
- Option Year 2 4/1/08 – 3/31/09
- Option Year 3 4/1/09 – 3/31/10

6.2 Special Requirements

The contractor shall have expertise in OMB's E-Government initiatives and the Federal Enterprise Architecture (FEA), including Service Reference Model, Technical Reference Model and the Business Reference Model.

The contractor shall have an understanding and familiarity with the DHS Science and Technology Directorate (S&T) and its leadership team and associations and representatives of public safety community at local, state and federal levels.

The contractor shall have previous experience in designing and implementing Program Management Offices for similar E-Government services.

The contractor shall have an understanding and familiarity with the Statewide Communication Interoperability Planning Methodology, the Interoperability Continuum the Public Safety Architecture Framework, and the Public Safety Statement of Requirements.

6.3 Productive Direct Labor Hours

The contractor can only charge the government for "productive direct labor hours". "Productive Direct Labor Hours" are defined as those hours expended by contractor personnel in performing work under this task order. This does not include sick leave, vacation, government or contractor holidays, jury duty, military leave, or any other kind of administrative leave.

6.4 Information Technology Security Training and Oversight

All Contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS. Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Contractors with significant security responsibilities shall receive specialized training specific to their security responsibilities

annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security. All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

6.5 Performance of Services During Crisis

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

6.6 Organizational and Conflict of Interest

It is recognized by the parties hereto that the effort performed by the Contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5. **This Section shall have effect for the entire contract performance period.**

- **Purpose.** The primary purpose of this clause is to ensure that (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract, (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources, and (3) by virtue of its access to proprietary information belonging to others, the contractor does not obtain any unfair competitive advantage.
- **Scope.** The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.
 - **Maintenance of Objectivity.** The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or Quotations therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract or are directly related to this contract, as for example under the same Program or Project. Furthermore, unless directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services or the products or services of another firm if the Contractor is, or has been substantially involved in their development or

marketing. In addition, if the Contractor under this contract advises the Government on the preparation of, or prepares complete, or essentially complete, Statements of Work of objectives for competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statements of Work or objectives. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services.

- Access To and Use of Government Information. If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval from the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for or accept work based on such information for a period of six months after the completion of the contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited Quotation to the Government which is based on such information until one year after such information is released or otherwise made available to the public, and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.
- Access To and Protection of Proprietary Information The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of other contractors and to exercise diligent effort to protect such proprietary data from unauthorized disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in conjunction with the work under this contract.
- Subcontracts. The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier when directed by the Contracting Officer. The terms "contract," "contractor," and "contracting officer" will be appropriately modified to preserve the Government's rights.

- Representations and Disclosures
 - The Contractor represents that it has disclosed to the Contracting Officer, prior to award all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.
 - The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, a prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflict(s).

- Remedies and Waiver
 - For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential therefor), subsequent to contract award, the Contracting Officer may terminate this contract for convenience of the Government if such termination is deemed to be in the best interest of the Government.
 - The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may, at any time, seek a waiver from the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer will grant such a waiver.

- Modification. Prior to a contract modification involving a change to the Statement of Work, or an increase in the level of effort or extension of the term of the contract, the Contractor shall be required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

6.7 Special Access and Competitive Procurement

- **Proprietary Data of Third Parties:** In the event the Contractor requires access to proprietary data of other companies, in order to conduct studies and research under the contract, it will enter into agreements with the supplying companies to protect such data from unauthorized use or disclosure so long as such data remains proprietary. These agreements shall be made available to the Government upon request of the Contracting Officer.
- **Proprietary Data Furnished by the Government:** In the event the Contractor is given access by the Government to proprietary data of the Government or proprietary data of third parties possessed by the Government, the Contractor will be required to sign a Non-Disclosure Agreement to protect such data from unauthorized use or disclosure as long as such data remains proprietary.

6.8 Key Personnel

- Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract. These are defined as "key personnel" and are those persons whose resumes shall be submitted with the Contractor's proposal. The Contractor shall use the key personnel whose resumes are submitted with its proposal. The Contractor shall submit a certificate signed by that person containing a statement of the person's willingness to work for the Contractor. The Contractor shall not remove key personnel from the contract work or replace them without compliance with paragraphs (b) and (c) below. If the employee is being provided through a subcontractor, the subcontractor signature shall also be provided.
- The Contractor agrees that during any contract performance period, no key personnel substitutions will normally be permitted by the Contracting Officer unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and the Contracting Officer's designated representative in writing and provide the information required by paragraph (c) below. All proposed substitutions must be submitted in writing, at least seven (7) days prior to the date performance is scheduled to begin. The Contractor shall obtain the Contracting Officer's approval prior to making any change in key personnel.
- All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than those in the contract. The Contracting Officer's designated representative will evaluate such requests and provide the Contracting Officer with the results of his evaluation.

The Contracting Officer will act on the request and promptly notify the Contractor of approval or disapproval thereof.

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

6.9 Travel

Travel, both within and outside of the local area, may be required in the performance of these duties, subject to approval by the government prior to actual travel. All travel and other direct costs associated with the execution of the above tasks defined within this contract will be reimbursed in accordance with the limits set forth in the Federal Travel Regulations and shall not be burdened with fee or overhead. The DHS S&T OIC Deputy Director must approve all travel in advance. (Attachment 1)

6.10 Other Direct Cost (ODC) Allocation

Incidental ODCs such as minor copying, incidental mailing, etc. are expected to be incorporated into the Contractor rates. The Government will reimburse the Contractor for substantial ODCs such as mass copying, meeting participant express mail, travel, etc. as approved in advance by the appropriate government official. (Attachment 1)

6.11 Inspection and Acceptance

Federal Acquisition Regulation clause 52.246-6 entitled "Inspection-Time and Material and Labor Hour (May 2001)" is hereby incorporated by reference and directly applies to this entire task order. Invoice payments shall be contingent upon acceptable performance of all required services. The Government defines acceptable performance as meeting all parameters of the Task Order within schedule, cost, and execution of guidelines specified by this SOW.

6.12 Payment by Electronic Funds Transfer

Federal Acquisition Regulation clause 52.232-33 entitled "Payment by Electronic Funds Transfer – Central Contractor Registration" (October 2003) is incorporated by reference and directly applies to this task order.

6.13 Payments under Time and Materials and Labor Hours Contracts

Federal Acquisition Regulation clause 52.232-7 entitled "Payments under Time and Materials and Labor Hours Contracts (December 2002)" is incorporated by reference and directly applies to this task order.

6.14 Option to Extend Services

Federal Acquisition Regulation clause, 52.217-8, entitled "Option to Extend Services" (Nov 1999) is incorporated by reference and directly applies to this entire task order.

6.15 Option to Extend the Term of the Contract

Federal Acquisition Regulation clause 52.217-9, entitled "Option to Extend the Term of the Contract" (Mar 2000) is incorporated by reference and directly applies to this entire task order.

6.16 Prohibitions on Contracts with Corporate Expatriates

Homeland Security Acquisition Regulation clause 3052.209-70, "Prohibitions on Contracts with Corporate Expatriates" (Dec 2003) is incorporated by reference and directly applies to this entire task order.

7.0 DHS Furnished Information

The Office of the Under Secretary will provide information, material and forms unique to DHS for supporting the tasks. All existing documentation, relevant to this task accomplishment, will be made available to the Contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the TM. The Contractor will prepare any documentation according to the guidelines provided by DHS

7.1 DHS furnished Facilities, Supplies and Services

Facilities will be provided at the DHS S&T Directorate in Washington, DC. Parking facilities are not provided; however, several private (pay) parking facilities are located in the area. Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, desktop computers, consumable and general purpose office supplies) will be provided while working in Government facilities for the purpose of executing the SOW.

7.2 DHS furnished property

Property is not generally anticipated to be provided, but may be provided for specific tasks under the SOW. In those instances, the government will maintain property records, and the Contractor will operate and return any property issued by the government.

Before purchasing any individual item equal to or exceeding \$10,000 that is required to support technical tasks performed pursuant to this SOW, the Contractor shall obtain the DHS S&T Technical Representative's prior written consent. The DHS S&T Technical Representative may lower or raise the aforementioned \$10,000 threshold at his/her discretion and on written notice to the Contractor. If the DHS S&T Technical Representative consents to such purchase, such item shall become the property of DHS. The Contractor will maintain any such items according to currently existing property

accountability procedures. The DHS S&T Technical Representative will determine the final disposition of any such items.

7.3 Place of Performance

The Office of the Under Secretary anticipates that this contract will be executed primarily at DHS and Contractor facilities in metropolitan Washington D.C. Travel requirements are anticipated to support enterprise activities conducted at DHS S&T and affiliate sites and other locations and if so required, will be made part of the tasking accommodated within the existing ceiling to the fullest extent possible. At the direction of the Government, there may be a requirement to perform work at other locations on an as-needed basis. Approved incidental travel (local, state and national) will be reimbursed in accordance with Federal Travel Regulations.

7.4 Government Responsibilities

The Office of the Under Secretary will (1) provide office facilities to carry out the work as required; (2) arrange for the Contractor to have access to functioning required management tools, systems and infrastructure; (3) provide timely feedback on questions or other areas needing further interpretation or guidance; (4) provide point of contact; and (5) approve/disapprove the preliminary and final management action plans, cost schedule, design and development plans.

8.0 Deliverables

The Contractor will provide a Monthly Status Report in a commercial format identified in the SOW directly to the TM with a copy of the deliverable to the Contracting Officer. The Monthly Status Report is to be approved by the TM and is required that the Contractor shall deliver via electronic mail the said document by **4:00 PM Washington DC time on the 12th calendar day of each contract month.** This report will include:

- Actual costs for the reporting month and cumulative costs for the contract to date,
- Budgeted costs for the reporting month and contract to date based on the work performed, and
- Estimated costs by month for the remainder of the performance period of the contract.
- Detailed listing of current month activities and deliverables.

In order to facilitate a long-term relationship between the Government and the Contractor, the task order to be issued shall have one nine-month base period and shall contain three twelve-month option periods. The Government will form an evaluation committee that will evaluate the performance of the Contractor after the first nine months of every complete (12 month) year of performance. This will be done prior to decision time to exercise the options. The committee's finding serves as a recommendation for task order continuance with the incumbent organization or requests action to initiate a re-competition for the replacement of the Contractor. The findings and a copy of the report will be provided to the Contracting Officer who shall make the final decision in such matter.

The Contractor will provide all deliverables identified in this SOW directly to the DHS S&T Contracting Officer with a copy to the OIC Deputy Director, Technical Representative and the transmittal letter to the Resource Manager

All deliverables become the property of DHS and may not be further disseminated without prior written approval from DHS.

9.0 Points of Contact

The DHS POCs are as follows:

DHS S&T Task Monitor:

Rowan Bronson
Department of Homeland Security
Science and Technology Directorate
Washington, DC 20528
Tel: (202) (b) (6)
Fax: (202) 254-5388
Email: (b) (6)

DHS Contracting Officer:

Doug Roark
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Office of Procurement Operations
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