

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGES
1 42

2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-10-C-00012 3. EFFECTIVE DATE 02/01/2010 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSIN 10-00003

5. ISSUED BY CODE DHS/OPO/S&T/MSSNSPRT 6. ADMINISTERED BY (If other than Item 5) CODE RS/OPO/S&T/MSSNSPRT

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

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

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)
CHARLES STARK DRAPER LABORATORY INC THE
THE CHARLES STARK DRAPER LABORATORY INC
555 TECHNOLOGY SQUARE MAIL STOP 07
CAMBRIDGE MA 021393563

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
Net 30

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

ITEM

CODE 0665874780000 FACILITY CODE

11. SHIP TO/MARK FOR CODE DHS
Department of Homeland Security
245 Murray Lane
Bldg. 410
Washington DC 20528

12. PAYMENT WILL BE MADE BY CODE DHS-S&T-INV
DHS ICE
Burlington Finance Center
PO BOX 1000
Attn: S&T Division
Williston VT 05495-1000

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 19 U.S.C. 2304 (c) 41 U.S.C. 253 (c)

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

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

15G. TOTAL AMOUNT OF CONTRACT \$5,399,670.00

16. TABLE OF CONTENTS

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

17. CONTRACTOR'S NEGOTIABLE AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
(b) (6) VP Finance & Admin & Treas.

19B. NAME OF CONTRACTING OFFICER
SUSAN D. ETCHER

19C. DATE SIGNED
22Feb2010

20B. UNITED STATES OF AMERICA
20C. DATE SIGNED

BY (b) (6)

(Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-10-C-00012

PAGE OF
 2 42

NAME OF OFFEROR OR CONTRACTOR

CHARLES STARK DRAPER LABORATORY INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 066587478+0000 The Contractor shall provide furnish the necessary personnel, materials, facilities, and non-personal services to perform the Research and Development in accordance with the requirements specified in Section C of the Contract. Delivery: 11/30/2010 Accounting Info: NONE000-000-02-36-02-01-001-01-00-0000-00-00-00-00--GE-OE-25-50-000000 FOB: Destination Period of Performance: 02/01/2010 to 11/30/2013</p> <p>Development of Future Attribute Screening Technologies (FAST) Obligated Amount: (b) (4)</p> <p>The total amount of award: (b) (4) The obligation for this award is shown in box 15G.</p>				(b) (4)

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

B.0 SUPPLIES/SERVICES AND PRICES/COSTS

B.1 SUPPLIES OR SERVICES AND PRICES/COSTS

- a) The Contractor shall provide furnish the necessary personnel, materials, facilities, and non-personal services to perform the Research and Development in accordance with the requirements specified in Section C of the Contract.
- b) The estimated cost, fixed-fee, and estimated price, to the Government for the performance of this contract is identified in the table below, which is the amount referred to in the Section B.2 clause entitled "Contract Funding", and Section I clause 52.232-20, "Limitation of Cost".

B.2 CONTRACT FUNDING

For purposes of payment of cost, in accordance with Section I clause, FAR 52.232-20 "Limitation of Cost", the total amount allotted by the Government to this Contract is \$ (b) (4). The Government's liability is \$ (b) (4).

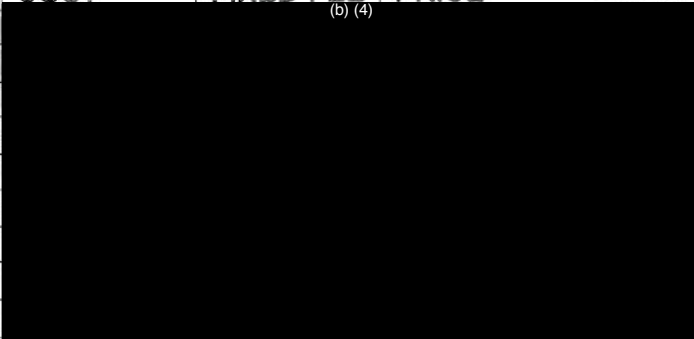
B.3 CONTRACT TYPE

This is a COST-PLUS-FIXED-FEE (Completion) Contract.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

B.4 CONTRACT LINE ITEMS

The Contractor shall provide said Contract Line Items (CLINs) identified below.

CLIN	DESCRIPTION	COST	FIXED-FEE	PRICE
0001	BASIC		(b) (4)	
0002	OPTION YEAR 1			
0003	OPTION YEAR 2			
0004	OPTION YEAR 3			
	Contract Total			

C.0 STATEMENT OF WORK

All work shall be accomplished in accordance with the Statement of Work attached in Section J of the Contract.

The contractor shall conduct systematic research studies, demonstrations, and peer reviews among other tasks with the ultimate goal of developing a sensor suite that effectively screens individuals for malintent in a passive environment.

This work is in support of the Future Attribute Screening Technologies (FAST) Program which addresses the development and evaluation of individual sensor technologies, the fusion of multiple sensors, and examination of new sensor technologies. Elements of this program will collect data to support technical and mission related evaluations and experiments; establish test and evaluation protocols and characterize environments to validate solutions for operational elements; and support the technical rationale for policies and privacy issues associated with these applications.

D.0 PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

The Contractor shall provide all deliverables identified in the SOW directly to the Contracting Officer's Technical Representative (COTR) (via email) with a copy of the transmittal letter to the Contracting Officer.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

E.0 INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

The following FAR clauses are available in full text at <http://farsite.hill.af> and incorporated by reference into this contract:

52.246-7	Inspection of Research and Development – Fixed-Price	Aug 1996
52.246-9	Inspection of Research and Development (Short Form)	Apr 1984

E.2 INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

The Contracting Officer's Technical Representative (COTR) identified in Section G of this Contract is responsible for inspection and acceptance of all services, incoming shipments, documents, and services performed specifically for the Contract.

E.3 ACCEPTANCE CRITERIA

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

F.0 DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

The following FAR clauses are available in full text at <http://farsite.hill.af> and incorporated by reference into this contract:

52.242-15	Stop-Work Order	Aug 1989
Alt I	(Alternate I)	Apr 1984 (Alt I)
52.247-34	F.O.B. Destination	Nov 1991

F.2 PERIOD OF PERFORMANCE

The basic period of performance will be: 1 February 2010 through 30 Nov 2010.

Option 1 period of performance will be: 1 Dec 2010 through 30 Nov 2011.

Option 2 period of performance will be: 1 Dec 2011 through 30 Nov 2012.

Option 3 period of performance will be: 1 Dec 2012 through 30 Nov 2013.

The entire Contract Period of performance may last up to 46 months.
The basic and option periods equal a 46-month period of performance.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

F.3 PLACE OF PERFORMANCE

The services shall be performed at the contractor's facility and various locations in Colorado, the east and the west coast for pilot testing, lab testing, and test demonstrations.

F.3 DELIVERY ADDRESS

All deliverables shall be submitted electronically to the COTR identified in Section G of this Contract.

F.4 METHOD OF DELIVERY

Electronic copies shall be delivered in Microsoft Office formatted files, unless otherwise specified by the COTR. Electronic submission shall be made via e-mail, unless otherwise directed by the COTR.

F.5 DELIVERABLE /DELIVERY SCHEDULE

All deliverables are specified in the attached Statement of Work.

**DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012**

G.0 CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (CO)

The Contracting Officer for this Contract is identified below:

Name:	Susan D. Eicher
Title:	Contracting Officer
Agency:	DHS - Science & Technology
Address:	245 Murray Lane, Building 410, Washington, DC 20528
Email:	susan.eicher@dhs.gov

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR for this Contract is identified below:

Name:	Robert Burns
Title:	Program Manager
Agency:	DHS - Science & Technology
Address:	254 Murray Lane, Building 410, Washington, DC 20528
Voice:	(202) 254-6104
Email:	robert.burns1@dhs.gov

G.3 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (CO) assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. The CO is the only individual who has the authority to enter into, administer, or terminate this contract and is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the CO.

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

G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (HSAR 3052.242-72) (DEC 2003)

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

**DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012**

The designation letter will set forth the authorities and limitations of the COTR under the contract.

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

(End of clause)

G.5 INTERPRETATION OR MODIFICATION

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

G.6 ACCOUNTING AND APPROPRIATION DATA

CONTRACT ACTION	PR	APPROPRIATION DATA	FUNDS OBLIGATED
Basic Contract Award	RSIN-10-00003	NONE000-000-02-36-02-01-001-00-0000-00-00-00-00-GE-OE-25-50-000000	(b) (4)

G.7 INVOICING INSTRUCTIONS

- (a) In order to initiate payment, the Contractor shall submit proper invoices for payment in the manner and format described herein:

- (b) The Contractor shall email an invoice or send an original invoice to the following address (The preferred method of billing is via email):

Email: SAT.Invoice.Consolidation@dhs.gov

Hard Copy: DHS ICE
Burlington Finance Center
PO Box 1000
Williston, Vermont 05495-1000
Attn: S&T/Innovation Division

- (c) Each invoice shall include the following:

- (1) Contract Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice/voucher Number

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

G.8 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION/MATERIALS

The following items will be shipped in place and transferred from Contract No.
HSHQDC-08-C-00047:

- 1) (b) (4) and 2) (b) (4) Infrared Camera

H.0 SPECIAL CONTRACT REQUIREMENTS

H.1 NON-GOVERNMENT PERSONNEL

To ensure the most knowledgeable and thorough review of submitted technical and price information, the Government employs certain non-Governmental personnel to serve as advisors in the review of technical and price information submitted by the Contractor. Non-Governmental personnel may have access to price and technical information submitted by Contractor. It should be noted that all non-Government personnel have signed non-disclosure statements, have been instructed concerning, and agree to abide by, the handling procedures imposed, and are aware of the need to take precautions to protect Contractor's cost/price and technical information and the penalties resulting from any unauthorized use or disclosure of such information.

The Government may contract for support services to assist in technical reviews of the FAST Contractors' efforts and products under this Contract. In such event, the FAST Contractor will be notified by the Government. Government support personnel, FAST Contractors, may attend meetings between the FAST Contractor and the Government, observe and participate with Government personnel in function and performance tests, and have access to the FAST Contractor's facilities as related to any effort under this Contract; however, no Government support personnel has the authority to issue directions to the FAST Contractor or effect changes to the Contract.

The Contractor agrees to cooperate with the Government support by engaging in technical discussions with support personnel, and permitting access to information and data relating to technical and schedule matters concerning this contract to the same degree such access is accorded Government project personnel. The Contractor shall be provided the identification of these individuals who will sign an organization conflict of interest statement. Listed below is the company and employee providing Government support:

(b) (6)



H.2 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT

The Contractor agrees not to refer to awards in commercial advertising in such a manner so 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.

All data/information disclosures related to work under this contract including, but not limited to, publication of scientific research, processes, and the application of said research shall be submitted by the contractor to the Contracting Officer for review and comment before release. The contractor and the Government agree to confer and consult prior to publication or other disclosure of the results of work under this contract.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

Before any publication disclosure, the contractor shall provide the Government ample opportunity (no less than 30 days) to review and comment before release. The contractor shall remove from publications and refrain from disclosing any specific information the Government marks as sensitive due to national security interest. Otherwise, the contractor may proceed with publication, dissemination or public disclosure if the Government does not notify the contractor as set forth in this clause. Any proposed publication/disclosure of information shall be addressed to the Contracting Officer at the address specified in clause G.6 of this Contract.

H.3 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a) Contractor Performance Evaluations

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

b) Electronic Access to Contractor Performance Evaluations

FAR Part 42.15 requires agencies to prepare annual and final evaluations of contractor performance. The U.S. Department of Homeland Security utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. Contractors may access evaluations through a website for review and comment by completing the registration form that can be obtained at the following URL:
<http://www.cpars.csd.disa.mil/cparsmain.htm>.

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

**DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012**

H.4 PERMITS, TAXES, LICENSES, ORDINANCES AND REGULATIONS

The Contractor shall, at its own expense, obtain all necessary permits, provide all notices, pay all license fees and taxes, comply with all Federal, State, Municipal, County and local Ordinances Rules, and Regulations applicable to the business carried on under this Contract, and be responsible for all applicable State Sales and Use Taxes.

H.5 USE OF FOREIGN NATIONAL PERSONS UNDER THE CONTRACT

The Contractor shall identify all foreign national personnel involved in contract performance and have available acceptable evidence that such personnel are legally qualified to be present in the United States.

Prior to Contract award, the Contractor shall identify any foreign national personnel proposed for use under this Contract.

This requirement must be flowed down to any subcontractors during the life of the Contract.

H.6 IMPLEMENTATION OF EXECUTIVE ORDER (EO)12334, TERRORIST FINANCING

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

H.7 DISCLOSURE OF INFORMATION

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

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

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

d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

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

H.8 NON-DISCLOSURE OF PROTECTED CRITICAL INFRASTRUCTURE INFORMATION

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

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

c) The Contractor shall comply with all requirements of the Protected CII (PCII) Program set out in the CII Act, in the implementing regulations published in the Interim Rule, and in the PCII Procedures Manual as they may be amended from time to time, and shall safeguard Protected CII in accordance with the procedures contained therein. The Contractor shall ensure that each of its employees, consultants and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager. The

Contractor shall ensure that each of its employees, consultants and subcontractors will not be given access to Protected CII without having previously executed an NDA.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

H.9 KEY PERSONNEL (HSAR 3052.215-70)

**KEY PERSONNEL OR FACILITIES
(DEC 2003)**

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

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

Key Personnel/Approved Consultants under this Contract:

(b) (6)

A large black rectangular redaction box covers the names and details of the key personnel and approved consultants. The text "(b) (6)" is centered above the redaction.

(End of clause)

H.10 PROHIBITION AGAINST PERSONAL SERVICES

The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

H.11 PROTECTION OF HUMAN SUBJECTS

IF THE SCOPE OF THIS CONTRACT REQUIRES THE USE OF HUMAN SUBJECTS, THE CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

(a) The Contractor agrees that the rights and welfare of human subjects involved in research under this contract shall be protected in accordance with 45 CFR Part 46, as implemented by Department of Homeland Security Management Directive 10300, PROTECTION OF HUMAN SUBJECTS, and with the Contractor's current Assurance of Compliance on file with the Department of Health and Human Services. The Contractor further agrees to provide certification to the Contracting Officer at least annually that the Institutional Review Board has reviewed and approved the procedures, which involve human subjects in accordance with 45 CFR Part 46 and the Assurance of Compliance.

(b) This is a non-personal Contract. The Contractor shall bear full responsibility for the performance of all work and services involving the use of human subjects under this contract in a proper manner and as safely as is feasible. The parties hereto agree that the Contractor retains the right to control and direct the performance of all work under this contract. The Contractor agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent contractor without imputing liability on the part of the Government for the acts of the Contractor or its employees.

(c) If at any time during the performance of this contract, the Contracting officer determines, in consultation with the Regulatory Compliance Office (RCO) of the Directorate of Science and Technology for the Department of Homeland Security, that the Contractor is not in compliance with any of the requirements and/or standards stated in paragraphs (a) and (b) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, in consultation with RCO, terminate this contract in a whole or in part, and the Contractor's name may be removed from the list of those contractors with approved Health and Human Services Human Subject Assurances.

In every aspect of this work, the program must provide for adequate protection of individual privacy while ensuring sufficient information is collected to allow for malintent determination. DHS S&T will achieve these goals through research and development to support the advancement of sensor methodology, standards development, validated technical requirements, and documented performance for users.

H.12 CONFIDENTIALITY OF DATA AND INFORMATION

(a) In the performance of this contract, the Contractor, its consultants and or subcontractors, may need access to information in the Government's possession which is encumbered with restrictions on the Government's rights to use or disclose, or that might preclude dissemination or use other than in the performance of this contract. By reason of the foregoing, the Contractor agrees that any employee, subcontractor or consultant it uses shall comply with all restrictive legends or markings on data, software, or information it uses, and further agrees not to:

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

(1) Knowingly disclose such data or information to others without prior written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and

(2) Use for any purpose other than the performance of this Contract data bearing a restrictive marking or legend, unless such information or data has otherwise fallen into public domain through no action or fault of the Contractor.

(3) If work required to be performed under this Contract requires access to proprietary data of other companies, the Contractor shall use its best efforts to obtain an agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of any such company-to-company agreements so entered into shall be furnished promptly to the Contracting Officer. Company-to-Company agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions agreed upon between the parties.

(4) The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information and the necessity to refrain from divulging either proprietary data of other companies or data obtained from the Government to unauthorized persons.

(5) The Contractor agrees to obtain from each employee connected with this contract, a written agreement that the employee will not during his/her employment by the Contractor or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this Contract.

(6) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract, except to the extent that:

(i) The Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of a particular subcontract.

(ii) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; or

(iii) If the Contractor encounters the situation described in H.12.6.ii, the Contractor agrees to provide the Contracting Officer written notice of the circumstances within five (5) working days of being notified by the subcontractor's unwillingness to perform. The Contractor agrees not to use any subcontractor so expressing unwillingness to perform absent any relief from the requirements of this section, unless use of an alternate subcontract source would unreasonably detract from the quality of the effort.

(7) The Contractor shall hold in confidence all information disclosed to it under this Contract for a period of five (5) years from the effective date of disclosure.

**DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012**

SECTION I - Contract Clauses

1.1 Clauses Incorporated by Reference

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
52.203-8	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
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sep 2007
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2008
52.203-14	Display of Hotline Poster(s)	Dec 2007
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double Sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	Apr 2008
52.204-9	Personal Identity Verification of Contractor Personnel	Sep 2007
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations - Representation	Jul 2009
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	Aug 2009
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
52.215-13	Subcontractor Cost or Pricing Data - Modifications	Oct 1997
52.215-14	Integrity of Unit Prices and ALT I	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-16	Facilities Capital Cost of Money	Jun 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	Oct 1997
52.216-7	Allowable Cost and Payment	Dec 2002
52.216-8	Fixed-Fee	Mar 1997
52.217-9	Option to Extend the Term of the Contract (30 days) (30 days) (48 months)	Mar 2000
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan	Apr 2008

**DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012**

52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums (Zero authorized)	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	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	Sep 2006
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	Sep 2006
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I	Jan 1997 Jul 1995
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
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act - Supplies	Feb 2009
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-1	Authorization and Consent Alternate I	Dec 2007 Apr 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52.227-3	Patent Indemnity	Apr 1984
52.227-11	Patent Rights Retention by Contractor, Short Form	Jun 1997
52.227-14	Rights in Data – General Alternates II, III, IV, V	Dec 2007 Dec 2007
52.227-19	Commercial Computer Software – Restricted Rights	Dec 2007
52.227-16	Additional Data Rights	Jun 1987
52.227-17	Rights in Data – Special Works	Dec 2007
52.227-18	Rights in Data – Existing Works	Dec 2007
52.227-19	Commercial Computer Software License	Dec 2007
52.228-7	Insurance – Liability to Third Persons	Mar 1996
52.229-6	Taxes – Foreign Fixed-Price Contracts	Jun 2003
52.229-8	Taxes – Foreign Cost-Reimbursement Contracts	Mar 1990
52.230-2	Cost Accounting Standards	Oct 2008
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Oct 2008
52.230-6	Administration of Cost Accounting Standards	Mar 2008
52.232-2	Payments Under Fixed-Price Research and Development Contracts	Apr 1984
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-17	Interest	Oct 2008
52.232-20	Limitation of Cost	Apr 1984

**DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012**

52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2008
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	Oct 2003
52.233-1	Disputes and Alternate I	Jul 2002 Dec 1991
52.233-3	Protest After Award Alternate I	Aug 1996 Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs	Mar 2001
52.242-4	Certification of Final Indirect Direct Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes – Cost – Reimbursement Alternate V	AUG 1987 APR 1984
52.243-6	Change Order Accounting (5 calendar days)	Apr 1984
52.244-2	Subcontracts Alternate I	Jun 2007 Jun 2007
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Mar 2009
52.245-1	Government Property	Jun 2007
52.245-9	Use and Charges	Jun 2007
52.246-23	Limitation of Liability	Feb 1997
52.247-1	Commercial Bill of Lading Notations	Feb 2006
52.247-63	Preference for U.S. Flag Air Carriers	Jun 2003
52.249-2	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	Sep 1996
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-9	Default (Fixed-Price Research and Development)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

I.2 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 the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the current period of performance.

(End of Clause)

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

I.3 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.4 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES AND

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

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions,

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

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

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

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

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

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

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

I.5 52.222-54 Employment Eligibility Verification.

EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

<http://www.dhs.gov/E-Verify><http://www.dhs.gov/E-Verifygov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

1.6 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

**PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION
(AUG 2009)**

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

1.7 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 May 2009 and ALL Updates, upon which this contract is based.

(End of clause)

1.8 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(h) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer 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.

(i) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers constituting 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 Contracting Officer in writing promptly, within five (5) calendar days from the date that the

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

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.
- (j) *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.
- (k) *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

**DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012**

which it should be furnished and the date thereafter by which the Government will respond.

- (i) *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)

**1.9 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.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

(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)

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

I.10 HSAR 3052.228-70 Insurance.

INSURANCE
(DEC 2003)

In accordance with the clause entitled " Insurance - Work on a Government Installation" *[or Insurance - Liability to Third Persons]* in Section I, insurance of the following kinds and minimum amounts shall be provided 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).

(End of clause)

I.11 HSAR 3052.242-71 Dissemination of contract information.

DISSEMINATION OF CONTRACT INFORMATION
(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)

I.12 HSAR 3052.209-73 Limitation of Future Contracting.

LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is [no known conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

SECTION J – LIST OF ATTACHMENTS

ATTACHMENTS

Attachment 1: Statement of Work

Statement of Work

Statement of Work for *Future Attribute Screening Technologies*

Development of Advanced Screening Technologies

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

Director of Innovation

I. Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The DHS Directorate of Science and Technology (S&T) is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. The Director of Innovation's mission is to support basic, applied, and advanced homeland security research to promote revolutionary changes in technologies that would promote homeland security; advance the development, testing and evaluation, and deployment of homeland security technologies; and accelerate the prototyping and deployment of technologies that would address homeland security vulnerabilities.

The Future Attribute Screening Technologies (FAST) program addresses the development and evaluation of individual sensor technologies, the fusion of multiple sensors, and examination of new sensor technologies. Elements of this program will collect data to support technical and mission related evaluations and experiments; establish test and evaluation protocols and characterize environments to validate solutions for operational elements; and support the technical rationale for policies and privacy issues associated with these applications.

Areas of interest include, but are not limited to, the following:

- *Applied Investigation of New Sensor Applications*
- *Passive Screening Methods*
- *Sensor Experiments and Demonstrations*

II. Scope of Work

The contractor shall conduct systematic research studies, demonstrations, and peer reviews among other tasks with the ultimate goal of developing a sensor suite that effectively screens individuals for malintent in a passive environment.

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

Tasks

1.1 Management

The contractor shall assign a Program Manager who shall be responsible for responsible for managing the program to ensure that the overall objectives are achieved. These responsibilities shall include, but not be limited to program planning and resource allocation; program monitoring and control; and documentation and technology transfer. The Program Manager shall develop and prepare budgetary proposals; issue and administer subcontracts to other contractors and consultants for specialized talents not available or that supplement those of the contractor; monitor and control the project through a project-management system as defined by the contractor; ensure that quality assurance (QA) requirements are satisfied; issue quarterly project schedule updates which shall include explanations for deviations and monthly status reports.

1.2 Director of Research

The contractor, with the approval of the Contracting Officer's Technical Representative, shall appoint a full time Director of Research to provide oversight of the FAST research program and to act as the point of contact for research issues with the FAST team members, task leads, and the DHS program manager. Support includes but is not limited to ongoing training and supervision of research team members, weekly team meetings, weekly teleconferences, attendance during customer visits, and development and implementation of the FAST master research plan.

1.2.1 Institutional Review Board Activities. *The Research Director shall be responsible for ensuring that the Principle Investigator(s) receive Institutional Review Board (IRB) and DHS Regulatory Compliance Office (RCO) authorization prior to conducting any protocols involving human subjects.*

1.2.2 Peer Review/Working Group. *The Research Director shall be responsible for organizing and conducting a peer review/working group annually for the purpose of independent review and analysis of the project.*

1.3 System Engineering

1.3.1 System Design. *Design for Performance:* The contractor shall design a system with a goal of achieving performance thresholds of ^(b)₍₄₎ percent or less false positives, ^(b)₍₄₎ percent or less false negatives, with a screening time of one minute or less with a single operator under all the constraints of a real-world public domain. The processing requirements—data acquisition rate, processing throughput, storage, must support operations and the system examined for data choke points in order to adjust bandwidth allocations. Higher performing equipment may be identified through studies that will trade performance, cost, design flexibility, and reliability; however, field operation shall be given higher priority than strictly engineering performance. Communications for real-world environment needs shall be addressed to meet requirements for links to remote sites within CONUS. The system design shall ensure that it is ready for secure insertion. If it fails or degrades, it must do so gracefully without affecting other Mobile Modules, Command Modules or installations. The physical system design must be hardened against counter-terrorist threats and tampering, and system hardware and software

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

robust enough to support different sensor protocols and achieve to plug-and-play capability.

1.3.2 Systems Engineering Management. The contractor shall develop System Engineering Management documentation to articulate Requirements, Interfaces, and Configuration Management (CM).

1.4 Sensor Validation

The sensor validation task must evaluate the ability of the sensors chosen to detect human physiological changes relevant to malintent. The contractor shall select, procure, test, and characterize the sensors that are proposed for the Mobil Module. This task will review and evaluate sensor technology annually to develop and employ mature technology.

1.5 Hardware Development

1.5.1 Command and Control Hardware. The contractor shall provide computational resources and display development for command and control of the FAST user interface system.

1.5.2 Mechanical Hardware. The contractor shall provide all mechanical mounting scheme designs. Also the dynamic pointing and tracking system is developed in this task.

1.5.3 Electronics. The contractor shall provide all associated electronics for developing the Fast system.

1.5.4 Research Study hardware. The contractor shall provide two studies per year. The contractor shall be responsible for developing and/or acquiring special study related hardware. Sensor modification and tailoring is expected in these studies and must be covered in this task.

1.5.5 Non Verbal Stimuli. The contractor shall identify, procure, and modify (as necessary) hardware required for nonverbal stimuli.

1.5.6 Packaging. The FAST system requires some amount of concealment and proper packaging for the desired effect. The contractor shall provide all hardware packaging needs for the FAST program.

1.6 Software Development

The contractor shall provide software to operate the sensors, sample data, process data, manage databases, display data for monitoring sensor operations, and accept commands for controlling sensor operations.

1.6.1 Sensor Interfaces. The contractor shall define and develop software interfaces to COTS hardware sensors, leverage provided COTS software interfaces, and work with hardware vendors to define software interfaces.

1.6.2 Integrated Sensor Suite. The contractor shall: acquire data from hardware sensors in real-time in a highly synchronized manner without sacrificing data integrity and provide the data to the data management subsystem over a high speed network capable of displaying and recording the data in real-time.

1.6.3 Data Management. The contractor shall: collect data from hardware sensors, their associated software, operator inputs, and events that occurred during exercising of protocols, and store the data in a form that both preserves data integrity and is suitable

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

for retrieval. The contractor shall support efficient real-time data analysis, and collect data analysis recommendations and store them for historical analysis.

1.6.4 Data Analysis. The contractor shall host the data analysis algorithms, perform real-time data analysis of subject data, and offer recommendations to the operators. The contractor shall conduct historical analysis of subjects and results and offer recommendations to the operators.

1.6.5 Monitoring and Control. The contractor shall: provide a means to control the sensors as well as display the data collected in real-time in a manner that aids and assists the operators; unify the sensors under a centralized control system to minimize the number of required operators; display the health and status of the sensors and system, and provide the operators the capability to control the hardware via software interfaces; and, provide protocol guidance, subject status, and data analysis recommendations to the operators. Based on criteria selected by the operator, the contractor shall retrieve and display recorded data in a real-time highly synchronized manner.

1.7 System Integration and Test

The contractor shall integrate and test the sensor suite; integrate and test a monitoring and control system for the command and control module; and assist with integration and testing of the overall FAST system.

1.7.1 Test Facility Design and Development. The contractor shall provide objectives of the Facility Design and Development capability which:

- Ensure that a facility can provide for demonstrations and operations
- Ensure that the facility can provide for training of task personnel
- Ensure that the facility can provide for the execution of the protocol to detect malintent, and
- Ensure that the facility can provide for troubleshooting and fixing problems

The Test Facility Design and Development facility may be required to replicate designated field locations in addition to Protocol facilities. These replications must be built to ensure that the FAST system can be housed in and can operate to specification in the field.

1.7.2 Sensor Integration. The contractor shall provide Sensor Integration support that takes the individual components and recommendations from Sensor Validation and integrates them according to the System Design Document. This task is associated closely with Sensor Validation and the Hardware task to ensure that all parameters are met to best detect a subject's bio-physiology during FAST screening. The contractor shall also be responsible for setting up the sensors in a system setting for software to make code updates and test algorithms as well as ensuring Sensor Integration in the laboratory is outfitted with the necessary means for tasks to test respective components of the FAST system.

1.7.3 Software Acceptance and Verification Testing. The contractor shall conduct Software Acceptance Testing (SwAT) to ensure that the software will support successful system testing. SwAT verifies that the software and interfaces are all working according to specific software requirements and The Operational Procedures documentation is sufficient for operations. The contractor shall capture errors and deviations using a Problem Tracking System (PTR). PTRS must be reviewed and corrected (if necessary)

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

by the software group. This set of tests also ensures that all of the data files exist and are in the appropriate locations in storage. A Software Acceptance effort must be conducted for every new major software revision. After the first round of SwAT, the processors must be wiped out, cleaned and reloaded to ensure a known state.

1.7.4 System Testing. The contractor shall conduct system testing of the experimental protocols in the finished facility. This testing must verify compliance with certain requirements and must also provide the main validation of the system design. System Test Matrix's must be used to track adherence to the System Requirements. System Testing must also stress the turn on performance, reliability, file and data integrity, and sensor performance. Although useful bio-physiology may not be collected during runs, data from the System Testing must be sent to the Analysis Task to verify timing, sampling rates, and overall data integrity. A system test report must be delivered to the Operations Task to describe the results and state of the system. A peer review of the results will also be held to ensure the system is ready for Operations.

1.7.5 Offsite Integration and Test. The contractor shall conduct Offsite Integration and Test activities which incorporate a subset of tests from previous I&T sub-tasks (System Integration, SW Acceptance and Verification, System testing). Similar testing completed in the laboratory will be conducted at field locations.

1.8 Operations

The contractor shall develop an Operations task to assist in the transition of the program into an operational phase. The main requirement of the Operations task is to take FAST prototype systems and use them for data collection efforts and studies in both the laboratory and operational environments. Once a system has been accepted internally by Draper the Operations task team must staff and train operators that run the system during data collection exercises and also perform routine system maintenance.

1.8.1 Lab Protocol Study. The contractor shall conduct a minimum of one study each year in the FAST protocol validation laboratory. This will be the first time a newly released system is used in its entirety to collect data on conditioned participants. The Operations team shall prepare and execute the protocol. The Operations team will be provided the written protocol and determine operations driven requirements for software in the form of the Operational Procedures Document. Safety and Standard Operating Procedures (SOPs) must be generated and collaboration with Integration and Test will result in Operator Manuals for the system. Operators must be staffed by the Operations task that will run the system during the protocol studies.

1.8.2 Mobile Module Protocol Study. The contractor shall conduct an additional study using the mobile modules. The preparation work required for a study done with the mobile modules is anticipated to be nearly identical to the work done for the laboratory protocol study; however it needs to be repeated for ever protocol as the system, protocol and environment are different. The Operations team shall perform all day to day responsibilities of running the system.

1.8.3 Operational Demonstration. The contractor shall conduct a demonstration annually to showcase the recent advances in theory, sensors and operational capability. The Operations team shall be responsible for planning all aspects of the demonstration in collaboration with the sponsor. Site locations for the demo must be scouted; feasibility assessments must be performed and all logistics surrounding the demonstration must be

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

carried out by the Operations team. The FAST system shall be staffed by Operations for the entirety of the demonstration.

1.8.4 Acceptance. The contractor shall develop a process to ensure the FAST system is ready for use in a protocol. This acceptance process must be performed by Operations team with assistance from the Integration and Test staff.

1.8.5 Operational Training. The contractor shall develop an Operational Training program. As the program progresses one of the goals is to move away from engineers and researchers running the FAST system. It is intended to be run by professional security guards and trained operators. This task shall be performed by the Operations team.

1.8.6 System Maintenance. Once a system is accepted by the Operations team, all systems responsibilities must be under the purview of the Operations team. This includes routine maintenance. The system is designed to be easily repaired and "hot-swappable" in the event of a failure. The Operations team shall be responsible for these repairs and maintenance during data collection efforts.

1.8.7 Data Management. Throughout the course of a protocol study, a very large amount of data will be collected by the FAST system. This data collection shall be the responsibility of the operators running the system. Once a data collection effort has ended, all of this data shall be transferred to long term storage. Back-ups of the data shall be made and the data shall be made available to Data Analysis. Any reports that are generated by the operators pertaining to the quality of the signals or running of the system shall be managed and stored along with the system data. All requests by internal and external FAST team members shall be handled by the Operations team in accordance with applicable privacy directives and policies.

1.8.8 System Relocation. As new systems become available for protocol studies and demonstrations they must be transferred from the FAST integration laboratory to their destination. The systems must then be integrated into their operational environment. The shipping and transportation of the systems shall be a responsibility of the Operations team. The integration and testing done at the final location shall be performed by the Operations team and shall receive assistance from the Integration and Test staff.

1.9 Real Time Data Fusion Development

The role of data analysis is to extract meaningful information from raw data that can be used to arrive at reliable conclusions concerning an individual's likelihood of having malintent. Therefore, the contractor shall design and implement a process that supports the development of an integrated array of algorithms intended to provide robust estimations of affective state.

1.9.1 Requirements. Requirements are derived from a number of sources including the customer, project management, and developers. Virtually all stakeholders' interests are represented. The requirements shape details of algorithm selection, implementation, and overall performance. For this task, the contractor shall specifically focus on managing requirements across task divisions, setting/determining priorities, and insuring that semantics are common so that interpretations are consistent.

1.9.2 Signal Enhancement. Various types of noise are present in the data acquisition process which considerably degrades the overall quality of the signal. Noise from cross-talk, internal sensor noise, and motion artifacts, among others are ever-present. Filters and procedures shall be developed to automate the removal of degrading artifacts and noise and to flag problematic datasets when existing procedures prove insufficient. In

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

addition signal-in – signal-out data fusion may be performed on a subset of signals in order to generate a single improved signal by merging two or more less robust signals.

1.9.3 Feature Extraction. During performance of this task, the contractor shall focus on the development and implantation of algorithms that will extract an array of features from each signal. Some features will be based on historical or legacy approaches specific to the area of psychophysiology (signal amplitudes, line lengths, etc.). Some will be based on modern methods drawn from diverse fields of engineering including the literature on signal and image processing (e.g., wavelets, spectral analysis, etc.). The goal of this task shall be to develop a broad enough set of measurements to assure that information relevant to the decision process has been captured and encoded whenever available.

1.9.4 Data Modeling. Features may vary in their utility as an indicator of malintent and may vary further in their underlying distributions and statistical properties. All of these indicate a certain need for data exploration as a means to ascertain the utility of features and the use of potential transforms that can minimize feature vectors while improving overall results. This task shall employ an array of classical and modern methods as determined by the contractor to characterize statistical properties of the feature vector in the interest of developing optimal methods for treating the data.

1.9.5 Classification. This task focuses on the integration of information from various sources to arrive at a binary conclusion on malintent. While sensor data is a primary source, human judgment shall also be incorporated. A number of classifiers will be systematically explored based on the perceived complexity of the data. Feature-in – Decision-out fusion as well as Decision-in – Decision-out fusion may be represented. The architecture shall be designed to enable the flexible inclusion of alternative decision sources. Furthermore, as an aid to human information processing, visual analytics shall be investigated (see Visual Fusion). This will enable the human contributor to employ the natural pattern recognition capabilities of their visual system as an aid in determining malintent.

1.9.6 Technology Transitioning. Algorithms developed within Data Analysis must be transferred to Software Development for final implementation in the operational environment. Methods that support this technology transfer may include both automated and manual processes. Activities herein shall include detailed explanation of the algorithms whenever necessary, and test plans to verify proper functioning of the adapted version.

1.9.7 Documentation and Review. Algorithm development shall be documented at a level sufficient to meet CMMI requirements. This includes documentation within the code itself as well as separate documentation of the software architecture and algorithm. Peer reviews will be organized in order to validate the approach taken and/or make improvements wherever feasible.

1.10 Protocol Data Analysis

1.10.1 Protocol Development and Refinement. The contractor shall provide support for the development and refinement of current and future experimental protocols for the FAST program; assist in experimental design and perform power analyses to assess the number of subjects needed for each protocol and provide a principal investigator (either the Research Director or his designate), and provide assistance with IRB submissions as needed.

1.10.2 Feature Exploration/Data Analysis/Classifier Exploration. The contractor shall conduct feature exploration and data analysis with (b) (4). Different classifiers (logistic regression and linear discriminate analysis) will be explored in (b) (4).

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

Analysis of qualitative data and demographic data shall also be performed and included in analyses of the physiological data.

III. Other Information

1. **TRAVEL.** Travel may be necessary to meet and coordinate interagency exchanges of information on this task. It is anticipated that travel will be limited to the Washington D.C. Metropolitan Area and within the continental United States. The DHS Director of Innovation must approve all foreign travel. Thirty day (30) advance notice is required for all foreign travel. International Travel requests submitted to the COTR for approval must include the following: the name of the traveler(s), purpose of trip, destination(s), number of travel days, estimated air fare, estimated per diem, estimated car rental, and other associated travel costs. All travel and other direct costs associated with the execution of the tasks indicated in this SOW will be reimbursed in accordance with the limits set forth in FAR PART 31 and the Federal Travel Regulations, provided the contractor provides appropriate supporting documentation. Local travel will not be reimbursed. Local travel costs include but are not limited to the following: travel at Government installations where Government transportation is available; travel performed for personal convenience/errands, including commuting to and from work; and travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractor's convenience. The contractor shall notify the DHS Task Sponsor, the COTR, the DHS S&T Special Assistant for International Policy, and the S&T Security Officer before arrival of visitors from foreign countries.

2. **DHS-Furnished Information.**
 - a. DHS will provide DHS information, materials, and forms unique to DHS to the contractor to support tasks under this SOW. Such DHS-provided information, materials, and forms shall remain the property of DHS, unless otherwise indicated in writing by DHS, and may not be distributed beyond the project contractors without DHS's prior written permission.

 - b. The contractor shall prepare all documentation (e.g., report deliverables or monthly status reports) according to the guidelines provided by DHS.

3. **DHS-Furnished Facilities, Supplies, and Services.** If work at DHS-provided facilities is necessary for the services being performed under this SOW, such facilities will be provided at S&T's office in Washington, D.C. Parking facilities are not provided, however several commercial parking facilities are located near S&T's office. Basic facilities such as work space and associated operating requirements (e.g., phones, desks, utilities, desktop computers, and consumable and general purpose office supplies) will be provided to contractor personnel working in S&T's office.

4. **Place of Performance.** The contractor shall execute the work under this SOW at the contractor's facilities. The contractor may conduct certain work under this SOW at other federal government or contractor facilities as agreed to by the DHS S&T Technical Representative.

**DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012**

5. Deliverables. The contractor shall provide all deliverables (including point papers, white papers, briefings, presentations, background studies and interim reports) identified in this SOW directly to the DHS S&T Technical Representative with a copy of the transmittal letter to the Contracting Officer.

Deliverable	Due Date
Program Management Plan	30 Days after effective date of contract
Project Schedule	30 Days after effective date of contract; Quarterly thereafter
Monthly Status Reports	NLT the 15 th of the month for the previous month activities
IRB Approval Documentation	As Required
Peer Review/Working Group Reports	Annually
Sensor Evaluation Report	Annually
Hardware Research Study	Semi-annually
System Test Report	As Required
Research Protocol	Annually
Demonstration	Annually
Prototype Sensor System	Delivery TBD

7. Program Status Report. The contractor shall deliver a monthly program status report to the DHS S&T Technical Representative and DHS S&T Resource Manager containing metrics pertaining to financial, schedule, and scope information, risk information, and performance assessment information of all work performed hereunder by the 15th of each month delivered in softcopy. Monthly technical reports may be provided in briefing format at the contractor's location at the discretion of the DHS Technical Representative.

8. Security Requirements.

- a. All work performed under this SOW is unclassified unless otherwise specified by DHS. All unclassified "Official Use Only" work is expected to occur at the "medium" level per the NIST 800-60 (FIPS Security Categorization) and the Federal Information Security Management Act (FISMA). Any work at the "high" For Official Use Only level per the FISMA, or any work at the classified level, shall be performed on a stand-alone computer system accredited in accordance with the FISMA and applicable DHS and other Federal Agency policies, as appropriate.
- b. When 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. If such DHS-guidance conflicts with applicable other agency guidelines, the contractor shall adhere to the more stringent applicable directives. The contractor shall also adhere to other applicable Government orders, guides, and directives pertaining to classified or confidential work. The highest classification of sponsor-provided data and contractor team deliverables required by this SOW shall be

DEPARTMENT OF HOMELAND SECURITY
CONTRACT NO. HSHQDC-10-C-00012

Secret. Additional security considerations will be addressed in applicable Program Plans and Policy Guidelines.

IV. (U) Points of Contact

Contractor Points of Contact (POCs) are as follows:

o Technical POC

(b) (6)
Program Manager
The Charles Stark Draper Laboratory, Inc.
(b) (6)
555 Technology Square
Cambridge, MA 02139-3563
Office phone (b) (6)
Cell ph (b) (6)
E-mail: (b) (6)

o Financial POC

(b) (6)
Contract Administration Department
The Charles Stark Draper Laboratory
555 Technology Square / (b) (6)
Cambridge, Ma 02139-3563
E-mail: (b) (6)
(b) (6)

The DHS POCs are as follows:

DHS S&T Technical Representative/COTR

- o Mr. Robert P. Burns
Department of Homeland Security
ATTN: Science and Technology Directorate/HSARPA/Director of Innovation
(b) (6)

Resource Manager

- o (b) (6)
Department of Homeland Security
ATTN: Science and Technology Directorate/HSARPA/Director of Innovation
Washington, DC 20528
(b) (6)
Voice (b) (6)
Fax: (b) (6)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/MSSNS	7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/MSSNS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHARLES STARK DRAPER LABORATORY INC THE THE CHARLES STARK DRAPER LABORATORY INC 555 TECHNOLOGY SQUARE MALL STOP 07 CAMBRIDGE MA 021393563		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0665874780000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. H181000-10-C-00012	
		10B. DATED (SEE ITEM 13) 02/22/2010	

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)
 NONE:000-000-13-36-02-01-001-01-00-0000-00-00-00-00-GE-OE-25-50-000000 Net Increase: (b) (4)

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: FAR 43.103(a) -- Bilateral Agreement
	D OTHER (Specify type of modification and authority)

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

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

DUNS Number: 066587478+0000

14. The purpose of this modification is to increase the total contract ceiling amount and obligate incremental funding.

a. A ceiling amount for the Limited User Evaluation effort, described in SOW Section 1.8.8., is set at (b) (4) it is inclusive of total cost and fixed-fee. Modification P00004 obligated (b) (4) to be expended during the Base year for Limited User Evaluation preparation efforts; this (b) (4) is a component of the overall (b) (4) ceiling amount for the Limited User Evaluation effort. On Option Year 1, (b) (4) remains of the ceiling amount.

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 SIGNING OFFICER Vice President for Finance & Administration and Treasurer (b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cherita Thomas
15B. CONTRACT DATE SIGNED	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-10-C-00012/P00005

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR
CHARLES STARK DRAPER LABORATORY INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. This modification obligates (b) (4) for the Limited User Evaluation effort. This funding is associated with Option Year 1.</p> <p>c. The site of the Limited User Evaluation is designated as the (b) (4)</p> <p>d. Option Year 1 funding is increased as follows: From: (b) (4) By: (b) (4) To: (b) (4)</p> <p>e. The contract ceiling for Option Year 1 is increased: From: (b) (4) By: (b) (4) To: (b) (4)</p> <p>f. The total contract ceiling is increased: From: (b) (4) By: (b) (4) To: (b) (4)</p> <p>g. The contract ceilings for the Base and Option periods are decreased and increased, respectively, as indicated on the attached table. This table replaces all previous versions of Section B.4 Contract Line Items in the contract. Changes are indicated by underline.</p> <p>h. The total obligation on this contract is increased: From: (b) (4) By: (b) (4) To: (b) (4)</p> <p>i. All other terms and conditions remain unchanged.</p> <p>DO/DPAS Rating: NONE Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-10-C-00012/P00005

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
CHARLES STARK DRAPER LABORATORY INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002A	<p>Washington DC 20528</p> <p>FOB: Destination Period of Performance: 02/01/2010 to 11/30/2013</p> <p>Add Item 0002A as follows:</p> <p>Development of Future Attribute Screening Technologies (FAST). Option Year 1 (12/1/2010 to 11/30/2011). Limited User Evaluation effort, see Section 1.8.8. of Statement of Work.</p> <p>Limited User Evaluation Option Year 1 Ceiling Amount: (b) (4) Obligated Amount: (b) (4) Requisition No: RSHF-11-00025</p> <p>Delivery: 11/30/2011</p> <p>Add Item 0002B as follows:</p>				(b) (4)
0002B	<p>Development of Future Attribute Screening Technologies (FAST). Option Year 1 (12/1/2010 to 11/30/2011). Limited User Evaluation effort and all Option Year 1 activities.</p> <p>Obligated Amount: (b) (4) Requisition No: RSHF-11-00014</p> <p>Delivery: 11/30/2013</p> <p>ALC: 70-08-1513 APPS: 70020800</p>				(b) (4)

B.4 Contract Line Items

The cost—fixed-fee breakdown for Option Year 1 will be finalized on a future modification.

CLIN	DESCRIPTION	COST	FIXED-FEE	PRICE
0001	BASIC	(b) (4)	(b) (4)	(b) (4)
0002	OPTION YEAR 1	TBD	TBD	
0003	OPTION YEAR 2	(b) (4)	(b) (4)	
0004	OPTION YEAR 3			
	Contract Total	TBD	TBD	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE: _____ PAGE OF PAGES: 3 / 4
 2 AMENDMENT/MODIFICATION NO: 700006
 3 EFFECTIVE DATE: See Block 16C
 4 REQUISITION/PURCHASE REF. NO: RSHF-11-00042
 5 PROJECT NO. (If applicable): _____

6 ISSUED BY: U.S. Dept. of Homeland Security CODE: DHS/OPO/S&T/MSSNSI
 Contracting Officer/Cherita Thomas
 MGMT/OPO/Mailstop 0115
 Department of Homeland Security
 245 Murray Lane SW
 Washington DC 20528-0115

7 ADMINISTERED BY (If other than Item 6): _____ CODE: DHS/OPO/S&T/MSSNSI
 U.S. Dept. of Homeland Security
 Contracting Officer/Cherita Thomas
 MGMT/OPO/Mailstop 0115
 Department of Homeland Security
 245 Murray Lane SW
 Washington DC 20528-0115

8 NAME AND ADDRESS OF CONTRACTOR (No. Street, city, State and ZIP Code):
CHARLES STARK DRAPER LABORATORY INC THE
THE CHARLES STARK DRAPER LABORATORY INC
855 TECHNOLOGY SQUARE MAIL STOP 07
CAMBRIDGE MA 02139-0505

9A AMENDMENT OF SOLICITATION NO.: _____
 9B DATED (SEE ITEM 11): _____
 10A MODIFICATION OF CONTRACT/ORDER NO.: HSHQDC-10-C-00012
 10B DATED (SEE ITEM 12): 02/22/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers: _____ [] is extended, [] is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required):
 Net Increase: \$56,432.00
UNRESC-00-00-02-34 02-01-001-01-00-0000-00-00-00-GE-25-50-000000

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(i).
 X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(i) -- Bilateral Agreement
 D OTHER (Specify type of modification and authority)

IMPORTANT: Contractor [] is not, [X] is required to sign this document and return _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible):
 DUNS Number: 06088747840000

14. The purpose of this modification is to task the contractor to hire professional security personnel, to fund the estimated cost, and to definitize the contractor's January 10, 2011 proposal.

4. The contractor must provide security during the Limited User Evaluation; this task is a component of the Limited User Evaluation effort, described in Section 2.8.R. of the SOW. Though this task has been expected, it was not possible to estimate its cost until the Limited User Evaluation site was designated and the effort was underway.

5. \$56,432.00 in obligated. This funding is associated with the Future Attackers Screening and Hunt.

15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print):
 Cherita Thomas
 DATE SIGNED: 4/13/2011
 YES UNITED STATES OF AMERICA
 (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-10-C-00012/P00006

PAGE OF
 2 4

NAME OF OFFEROR OR CONTRACTOR
 CHARLES STARK DRAPER LABORATORY INC THE

I NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Technologies (FAST) effort, specifically the Limited User Evaluation. This funding is associated with Option Year 1. Of the (b) (4) is fixed-fee.</p> <p>c. Option Year 1 funding is increased as follows:</p> <p>From: (b) (4) By: (b) (4) To: (b) (4)</p> <p>d. The total obligation on this contract is increased:</p> <p>From: (b) (4) By: (b) (4) To: (b) (4)</p> <p>e. The contract ceiling for Option Year 1 is increased:</p> <p>From: (b) (4) By: (b) (4) To: (b) (4)</p> <p>f. The total contract ceiling is increased:</p> <p>From: (b) (4) By: (b) (4) To: (b) (4)</p> <p>g. The contractor's proposal, dated January 10, 2011, is definitized. The government agrees to a fixed-fee of (b) (4) for the Limited User Evaluation effort. Modification P00005 set a (b) (4) ceiling for the Limited User Evaluation effort and requested that the contractor submit a proposal detailing the cost, fee, and total price breakdown. Modification P00005 also left the Option year 1 and contract total fixed-fee as 'TBD;' these fixed-fees are now defined per Paragraph h.</p> <p>h. The contract ceiling for Option year 1 is increased as indicated on the attached table. This table replaces all previous versions of Section B.4 Contract Line Items in the contract. Changes are indicated by underline.</p> <p>i. All other terms and conditions remain Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-10-C-00012/P00006

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
CHARLES STARK DRAPER LABORATORY INC THE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>unchanged.</p> <p>DO/DPAS Rating: NONE Delivery: 11/30/2011 Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security Science & Technology Directorate Washington DC 20528</p> <p>FOB: Destination Period of Performance: 02/01/2010 to 11/30/2013</p> <p>Add Item 0002C as follows:</p> <p>0002C Limited User Evaluation security services. See Section 1.8.8. of Statement of Work. Obligated Amount: (b) (4)</p> <p>Add Item 0002D as follows:</p> <p>0002D Fixed-fee component: Limited User Evaluation security services. See Section 1.8.8. of Statement of Work. Obligated Amount: (b) (4)</p> <p>ALC: 70-08-1513 APPS: 70020800</p>				<p>(b) (4)</p> <p>(b) (4)</p>

B.4 Contract Line Items

CLIN	DESCRIPTION	COST	FIXED-FEE	PRICE
0001	BASIC		(b) (4)	
0002	OPTION YEAR 1			
0003	OPTION YEAR 2			
0004	OPTION YEAR 3			
	Contract Total			