

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and
- (2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ALTERNATE II (JUN 2006)

When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

1.2.3 HSAR 3052.205-70 Advertisements, Publicizing Awards, and Releases (SEP 2012) Alternate I (SEP 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred

by the Federal Government or is considered by the Government to be superior to other products or services.

(End of clause)

**ALTERNATE I
(SEP 2012)**

If a contract involves sensitive or classified information, designate the paragraph in the base clause as (a) and add the following paragraph (b) to the clause:

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

**1.2.4 HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates
(Jun. 2006)**

As prescribed at (HSAR) 48 CFR 3009.104-75, insert the following clause:

Prohibition on Contracts With Corporate Expatriates (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties

constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) Warrants;

(ii) Options;

(iii) Contracts to acquire stock;

(iv) Convertible debt instruments;

(v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The contractor represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

1.2.5 HSAR 3052.209-72 Organizational Conflict of Interest (Jun. 2006)

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

(1) Potential offerors may have had access to non-public Government information that would provide an unfair competitive advantage under the present solicitation,

(2) Potential offerors may have an unfair competitive advantage because they developed or established the ground rules for the present solicitation, or

(3) Potential offerors may have an unfair competitive advantage because they have been in a position to evaluate other potential competitors or they had access to the non-public information of other potential competitors under this solicitation.

(4) Potential offerors have a conflicting role that will prevent them from providing unbiased advice or assistance.

(5) See HSAR 3052.209-73 for the limitation on future contracting.

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

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

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

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

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

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

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

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

(End of clause)

1.2.6 HSAR 3052.209-73 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 as follows:

(1) Potential offerors may have had access to non-public Government information that would provide an unfair competitive advantage under the present solicitation,

(2) Potential offerors may have an unfair competitive advantage because they developed or established the ground rules for the present solicitation, or

(3) Potential offerors may have an unfair competitive advantage because they have been in a position to evaluate other potential competitors or they had access to the non-public information of other potential competitors under this solicitation.

(4) Potential offerors have a conflicting role that will prevent them from providing unbiased advice or assistance.

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasking 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)

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

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

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

The Key Personnel under this Contract: Program Manager

The Program Manager shall be responsible for comprehensive account support for the awarded contract, and act as the central point of contact with the Government for all BPA-level issues. The PM will represent the Contractor at all post-award BPA-level meetings. The Contractor's PM for this contract is:

(b)(6)

A rectangular box with a black border, containing the text "(b)(6)" in the top-left corner. The rest of the box is empty, indicating redacted information.

(End of clause)

I.2.8 HSAR 3052.228-70 Insurance (Dec 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" in Section I, insurance of the following kinds and minimum amounts shall be furnished at any time at the request of the CO and maintained during the period of performance of this contract:

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

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

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

(End of clause)

I.2.9 HSAR 3052.242-72 Contracting Officer's Technical Representative (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. 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)

(End of Section I)

SECTION J - LIST OF ATTACHMENTS

Attachment I	Blanket Purchase Agreement (BPA) Labor Rates (1 page)
Attachment II	DHS Non-Disclosure Agreement Form (<i>To be provided at task order level</i>)
Attachment III	DHS Official Seal Usage Approval Form (<i>To be provided at task order level if necessary</i>)
Attachment IV	Form DD 254 (<i>To be provided after award</i>)
Attachment V:	Labor Category Descriptions (2 pages)

(End of Section J)

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

Representations and certifications must be on file and accessible via the System for Award Management (SAM) <https://www.sam.gov>, which contains the legacy ORCA data. This should have already been done in conjunction with each quoter's selection as a GSA Federal Supply Schedule contract holder.

(End of Section K)

(b)(4)



Attachment V Labor Category Descriptions

1. Senior Advisor: Plans and supplies technical advice and counsel to other professionals, especially on more complex tasks. Has advanced level knowledge of the broad scope of scientific research and the ability to originate and apply new and unique method and procedures.
 - a. Education: PhD
 - b. Experience: 10 Years

2. Middle Level Social Scientist 2: Performs social science research tasks of significant technical complexity, applying standard and established theories, concepts, and techniques but often using innovative approaches or complex statistical analysis: develop or direct the development of innovative and creative technical solutions to research problems, questions, and issues, using or extending state-of-the-art methods and technology: direct development of timely project reports that demonstrate organization, clarity, and proper format. Work is performed with minimal supervision and guidance. Results of work are considered technically authoritative.
 - a. Education: MA/MS
 - b. Experience: 3 Years

3. Associate Social Scientist 2: Performs social science research tasks of some technical complexity, applying standard and established theories, concepts, and techniques; examples of tasks include designing/ developing methods of data collection; collecting data; analyzing, interpreting, and summarizing data using a variety of modeling and computer programming techniques; preparing chapters of project report in an organized, clear manner and in the proper format. Work is performed under the general supervision of the project manager or more experienced researchers.
 - a. Education: BA/BS
 - b. Experience: 4 Years

4. Research Assistant 2: Perform social science research and administrative tasks of limited technical complexity, applying standard and established techniques; examples include conducting literature searches and summarizing information, collecting data, preparing tables, graphs and executing straight forward quantitative analysis spreadsheet or statistical software, and organizing and filing project materials; write chapters of project reports that are organized, clear, and in the proper format; complete work products on schedule. Project manager supervises all activities, providing detailed oral or written instruction and reviewing all work for accuracy, completeness, and soundness of judgment.
 - a. Education: High School Diploma
 - b. Experience: 1 Year

5. Mid-Level Statistician 2: Performs statistics research tasks of significant technical complexity, applying standard and established theories, concepts, and techniques but often using innovative approaches or complex statistical analysis; develop or direct the development of innovative and creative technical solutions to research problems, questions, and issues, using or extending state-of-the-art methods and technology; direct development of timely project reports that demonstrate organization, clarity, and proper format. Work is performed with minimal supervision and guidance. Results of work are considered technically authoritative.
 - a. Education: MA/MS
 - b. Experience: 3 Years

6. Associate Statistician 1: Performs statistics research tasks of some technical complexity, applying standard and established theories, concepts, and techniques; examples of tasks include designing/ developing methods of data collection; collecting data; analyzing, interpreting, and summarizing data using a variety of modeling and computer programming techniques; preparing chapters of project report in an organized, clear manner and in the proper format. Work is performed under the general supervision of the project manager or more experienced researchers.
 - a. Education: BA/BS
 - b. Experience: 2 Years

7. Research Assistant 1: Perform statistics research and administrative tasks of limited technical complexity, applying standard and established techniques; examples include conducting literature searches and summarizing information, collecting data, preparing tables, graphs and executing straight forward quantitative analysis spreadsheet or statistical software, and organizing and filing project materials; write chapters of project reports that are organized, clear, and in the proper format; complete work products on schedule. Project manager supervises all activities, providing detailed oral or written instruction and reviewing all work for accuracy, completeness, and soundness of judgment.
 - a. Education: High School Diploma
 - b. Experience: 0 Years

8. Program Manager: Acts as the single point of contact for task management, to include tracking all task order performance under each BPA Contract awarded. The BPA level Program Manager monitors the progress of Contractor performance on these tasks and ensures the provision of timely and quality deliverables required by the task orders and the BPA Contract Statement(s) of Work. The PM shall serve as the single point of contact for all contract-level issues.
 - a. Education: BA/BS
 - b. Experience: 10 Years

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR350)	RATING N/A	PAGE OF PAGES 1 37
2. CONTRACT NO. (Proc. Inst. Ident.) NO HSHQDC-08-C-00100		3. EFFECTIVE DATE SEE BLOCK 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO RSFH-08-00021	
5. ISSUED BY: CODE DHS Department of Homeland Security 245 Murray Lane Building 410 Washington, DC 20528		6. ADMINISTERED BY (If other than item 5) CODE Same as item 5		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code) Research Triangle Institute 3040 Cornwallis Road Research Triangle Park, NC 27709-2194 (b)(6)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
TIN: 56-0686338 DUNS: 00-486-8105 CAGE: 3A730		9. DISCOUNT FOR PROMPT PAYMENT Net 30
CODE		10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN. <input type="checkbox"/> ITEM G-5, Pg. 15

11. SHIP TO/MARK FOR CODE Department of Homeland Security (ATTN: Joe Foster) 245 Murray Lane Building 410 Washington, DC 20528	FACILITY CODE DHS	12. PAYMENT WILL BE MADE BY CODE DHS Department of Homeland Security / Science & Technology Directorate SPB Invoice Desk 245 Murray Drive, Building 410 Washington, DC 20528 Email To: ST.Invoicing@dhs.gov
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (3)	14. ACCOUNTING AND APPROPRIATION DATA NONE000-000-8X-34-02-04-000-01-00-0000-00-00-00-00-GE-OE-25-50-000000
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SECTION B					
15G. TOTAL AMOUNT OF CONTRACT					Estimated \$6,855,147.00

16. TABLE OF CONTENTS

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X	C	5-10	X	J	37
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X	G	14-16	M	EVALUATION FACTORS FOR AWARD	
X	H	17-20			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number BAA08-01, 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 continuation 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.
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19A. NAME AND TITLE OF OFFEROR (b)(6)	20A. NAME OF CONTRACTING OFFICER Mark T. Robbins
19B. NAME OF CONTRACTOR (b)(6)	20B. UNITED STATES OF AMERICA (b)(6)
19C. DATE SIGNED 6/30/08	20C. DATE SIGNED 6/30/08

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR350)	RATING N/A	PAGE OF PAGES 1 37
2. CONTRACT NO. (Proc. Inst. Ident.) NO HSHQDC-08-C-00100		3. EFFECTIVE DATE SEE BLOCK 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSHF-08-00021	
5. ISSUED BY: CODE DHS Department of Homeland Security 245 Murray Lane Building 410 Washington, DC 20528		6. ADMINISTERED BY (If other than item 5) CODE Same as Item 5		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code) Research Triangle Institute 3040 Cornwallis Road Research Triangle Park, NC 27709-2194 (b)(6)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
TIN: 56-0686338 DUNS: 00-486-8105 CAGE: 3A730		9. DISCOUNT FOR PROMPT PAYMENT Net 30
CODE		FACILITY CODE
11. SHIP TO/MARK FOR CODE Department of Homeland Security (ATTN: Joe Foster) 245 Murray Lane Building 410 Washington, DC 20528		12. PAYMENT WILL BE MADE BY: CODE DHS Department of Homeland Security / Science & Technology Directorate SPB Invoice Desk 245 Murray Drive, Building 410 Washington, DC 20528 Email To: ST.Invoicing@dhs.gov
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (3)		10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: <input type="checkbox"/> ITEM G-5, Pg. 15

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SECTION B				
15G. TOTAL AMOUNT OF CONTRACT					Estimated \$8,855,147.00

SEC.	DESCRIPTION	PAGE	SEC.	DESCRIPTION	PAGE
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	21-36
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X F	DELIVERIES OR PERFORMANCE	13	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	14-16	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	17-20			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number BAA08-01, 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 continuation 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)		20A. NAME OF CONTRACTING OFFICER Mark T. Robbins	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	QTY	ESTIMATED AMOUNT
0001	Research Needs Assessment and Outreach including Management in accordance with Section C.3.1 of the Statement of Work (SOW)		(b)(4)
	<u>Total Estimated Cost</u>		(b)(4)
	(b)(4)		
	<u>Total Estimated Cost plus Fixed Fee</u>		(b)(4)
	Period of Performance: 07 July 2008 – 06 July 2011		
0002	Violent Intent Modeling and Simulation in accordance with Section C.3.2 of the SOW		(b)(4)
	<u>Total Estimated Cost</u>		(b)(4)
	(b)(4)		
	<u>Total Estimated Cost plus Fixed Fee</u>		(b)(4)
	Period of Performance: 07 July 2008 – 06 July 2009		
0003	Innovative Research in Human Factors for Homeland Security in accordance with Section C.3.3 of the SOW		(b)(4)
	<u>Total Estimated Cost</u>		(b)(4)
	(b)(4)		
	<u>Total Estimated Cost plus Fixed Fee</u>		(b)(4)
	Period of Performance: 07 July 2008 – 06 July 2011		

0004 Optional Coverage -- Enhanced Violent Intent Modeling and Simulation in accordance with Section C.3.4 of the SOW *(Subject to Availability of Funds)*

(b)(4)

Total Estimated Cost

(b)(4)

Fixed Fee (7.0%)

(b)(4)

Total Estimated Cost plus Fixed Fee

(b)(4)

Period of Performance: 07 July 2009 – 06 July 2011

Total Estimated Amt w/ Optional Coverage (CLIN's 0001, 0002, 0003, 0004) (b)(4)

Total Contract Obligation Amt (CLIN's 0001, 0002, 0003) (b)(4)

B.1. CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE)

This is a Cost plus Fixed Fee (CPFF) completion type contract.

B.2. LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

B.3. PAYMENTS OF FEE (S) (COMPLETION)

(a) For purposes of this contract, "fee" means "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to (b)(4) percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" clause (percentage of fee is based on fee dollars divided by estimated cost dollars, excluding facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor

under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

B.4. TRAVEL COSTS

(a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in the performance of this contract.

(a)(2) Contractors may choose to use both the Federal Travel Regulation (FTR) rates and definitions for travel, lodging and incidental expenses effective 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, subcontractor facilities and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**STATEMENT OF WORK (SOW)****C. Background**

C.1 The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The DHS Science and Technology Directorate (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 Human Factors Division (HFD) within S&T applies the social and behavioral sciences to improve the detection, analysis, and understanding of threats posed by individuals, groups, and radical movements; supports the preparedness, response, and recovery of communities impacted by catastrophic events; and advances homeland security by integrating human factors technologies. Formation of the Institute for Homeland Security Solutions (IHSS) supports the Human Factors Division by establishing a resource for foundational and applied research in the sociological, physiological and psychological dimensions of homeland security; in modeling and simulation relevant to hazard and risk analysis, decision analysis and training; and in human systems development to support federal, state and local execution of homeland security missions.

C.1.1 IHSS is a Congressionally-mandated center to be established under the Research Triangle Institute in North Carolina (RTI) and is dedicated to conducting applied technological and social science research with universities, other federal agencies, state and local security agencies and the private sector. This statement of work (SOW) is in response to Broad Agency Announcement (BAA) number BAA08-01 submission and supports congressional mandates.

C.2 Scope of Work

C.2.1 The Contractor shall provide all services, labor, materials and transportation necessary within the estimated ceiling price of this contract pertaining to required deliverables in this SOW, which in effect, shall focus on developing near-term technological solutions to practical, real world problems that have broad applications. IHSS will support DHS missions by directing research toward critical policy and operational implications of new science and technologies, and will be narrowly focused on information analysis tools and policies. Projects will be conducted by researchers affiliated with a consortium of universities, research organizations, and businesses located in North Carolina's Research Triangle region initially, with the potential to expand its scope to include other regional and national partners as the project develops.

C.2.2 The Contractor shall provide applied research to develop practical, near-term solutions for collecting, managing, processing, and analyzing homeland security related data. IHSS will engage in social and behavioral research to advance DHS's understanding of the role of human factors in homeland security policy, legal issues, technology, and other related areas. The Contractor shall combine current best practices and knowledge with original research to develop and disseminate information that informs policy makers, contributes to programmatic goals, and advances science. Key thrust areas include, but are not limited to:

C.2.2.1 Methods for collecting, managing, processing, and analyzing homeland security related data;

C.2.2.2 Social and behavioral research to advance our understanding of the role of human factors in homeland security policy, legal issues, technology, and other related areas; and,

C.2.2.3 Social-behavioral threat analysis, including precursors, signatures, and deterrence of radicalization; suspicious behavior detection; community preparedness, response, and recovery.

C.3 Specific Tasks

C.3.1 Task 1 - Research Needs Assessment, Outreach and Management

C.3.1.1 As coordinated with DHS, the Contractor shall conduct a series of needs assessments with key security stakeholders, including representatives from various agencies within DHS and related agencies from other parts of the federal, state, and local government and the private sector. These needs assessments will be used to define the research needs of the various organizations in order to guide the creation of tailored and relevant research projects that meet real-world, near-term needs. An initial report to the Human Factors Division will provide perspective on research requirements identified through the Needs Assessment.

C.3.1.2 The Contractor shall conduct ongoing liaison and outreach with IHSS and HFD stakeholders throughout the period of performance with focus on maintaining current perspective on the needs and requirements for directed research in Human Factors relevant to Homeland Security.

C.3.1.3 The Contractor shall conduct overall project management and quality control, and provide a monthly status report containing accomplishments, upcoming events, risks encountered and mitigation measures taken, and financial information (amount in reserve, amount committed, amount obligated, amount expended, and available balance) ten (10) business days following the end of each month of performance under this contract. The monthly status report shall be in a format as approved by the Contracting Officer's Technical Representative.

C.3.2 Task 2 - Violent Intent Modeling and Simulation

C.3.2.1 The Contractor shall develop a core set of vetted strategic models which describe and assess the likelihood that a group—whether a domestic U.S. group or a transnational or foreign group—is likely to adopt violence as a strategy to achieve its goals. Building upon the current version of the Group Violent Intent Model (GVIM) to be provided by the Human Factors Division, the Contractor shall further the development of models and simulations whose parameters are informed by social and behavioral sciences, with capabilities necessary to generate scenarios and alternative hypotheses about the likelihood of violent behavior and the influences on such behavior, and measure the impact of changes in the model parameters on the scenarios generated. The VIMS effort under this task will:

C.3.2.1.1 Enable analysts to identify social and behavioral science theories, research, methods, and data relevant to the VIMS analytic task, including

C.3.2.1.1.1 Model parameters and from where they were derived;

C.3.2.1.1.2 The theoretical basis on which they depend;

C.3.2.1.1.3 The body of research that supports their characteristics; and

C.3.2.1.1.4 Other relevant bases of the model parameters;

C.3.2.1.2 Validate design criteria of the graphical user interface for VIMS display;

C.3.2.1.3 Develop information extraction and content analysis tools to identify relevant information and data;

C.3.2.1.4 Define a core set of strategic models which describe the likelihood of the adoption of violence as a strategy to achieve goals;

C.3.2.1.5 Deliver a prototype M&S capability to analyze and present VIMS data.

C.3.3 Task 3 - Innovative Research in Human Factors for Homeland Security

C.3.3.1 The Contractor shall conduct additional tasks in innovate research in human factors and human systems, with initial focus on the following subtasks:

C.3.3.1.1 Subtask 3a: Synthesis and Analysis of Homeland Security Research – There are numerous sources of information—including intelligence reports, historical research, strategic and tactical level analyses, political position papers, government documents, and websites—that attempt to provide insight into homeland security-related matters. What is lacking in these sources is a dedicated research institute that attempts to consolidate, synthesize and present this body of knowledge in a way that is usable to leaders, decision-makers and policy-makers. IHSS will focus research and analytic effort to the synthesis and analysis of this expanding body of knowledge through regularly published briefings and research products directed toward high level government and private sector decision-makers. This task will develop methodologies for information management and distribution of homeland security related information.

C.3.3.1.2 Subtask 3c: Investigator Initiated Projects - The primary purpose of the IHSS shall be to develop near-term solutions to practical, real world problems using innovative techniques and leading scientific theories and processes. This requires that the Contractor combine the real needs of DHS and related agencies with forward thinking approaches developed by the research community. The IHSS will institutionalize this purpose into its project initiation procedures by supporting exclusively investigator initiated projects that are designed to meet the needs of DHS. All projects, including the examples listed above, will be required to follow a standard process and objective review. The review will include objective award criteria to assess key dimensions of the project, including but not limited to:

C.3.3.1.2.1 Demonstrated relevance to near-term, real-world security needs;

C.3.3.1.2.2 Quality of the management plan and staffing;

C.3.3.1.2.3 Proposed quality control process;

C.3.3.1.2.4 Schedule and key milestones;

C.3.3.1.2.5 Deliverables table; and,

C.3.3.1.2.6 Dissemination, publication, and presentation plans.

C.3.4 Subtask 4: Optional Coverage – Enhanced Violent Intent Modeling and Simulation

C.3.4.1 The Contractor shall conduct additional tasks in Enhanced Violent Intent Modeling and Simulation as part of the **Optional Coverage**, with initial focus on the following subtasks:

C.3.4.1.1 Subtask a. The Contractor shall continue development of a core set of vetted strategic models which describe and assess the likelihood that a group—whether a domestic U.S. group or a transnational or foreign group—is likely to adopt violence as a strategy to achieve its goals, as well as any other ongoing activities as described in C.3.2 Task 2

C.3.4.1.2 Subtask b. Modeling and Simulation for Training and Analysis - This project will develop modeling and simulation tools based on current state of the art simulations—such as that used in multi-player online gaming—to support the networked training, scenario development and testing

of innovative concepts for homeland security across an interdisciplinary group of researchers including:

C.3.4.1.2.1 Universities;

C.3.4.1.2.2 Government agencies at the federal, state and local levels;

C.3.4.1.2.3 Private Sector industry and non-profit organizations; and,

C.3.4.1.2.4 Professional emergency management and first responders.

C.3.4.1.2.5 The objective of this project will be to facilitate advances in the development and application of high-fidelity analysis of the human dimension of homeland security specifically focusing on public information and risk communication, social cohesion and resilience—both pre- and post-disaster—and the evaluation of policy alternatives through modeling and simulation.

C.4 Schedule of Deliverables:

C.4.1 The Contractor shall provide the following deliverables at the dates specified:

SOW Reference	Deliverable	Major Tasks	Due Date
C.3.1	Research Needs Assessment and Outreach including Management - IHSS will conduct a series of needs assessments with key security stakeholders, including representatives from various agencies within DHS and related agencies from other parts of the federal, state, and local government and the private sector. These needs assessments will be used to define the research needs of the various organizations in order to guide the creation of tailored and relevant research projects that meet real-world, near-term needs.	• Identify internal and external stakeholders for research products	3 months from award date
		• Develop prioritized research plan and resource allocation	1 month from award date
		• Develop research strategy and operational-level implementation plan	4 months from award date
		• Provide report and briefing to DHS HFD	4 months after award date
		• Conduct ongoing liaison and outreach with IHSS internal and external customers	36 months after award date
C.3.2	Violent Intent Modeling & Simulation - A research plan acceptable to the COTR that will accomplish the project's objectives as outlined by HFD personnel in collaboration with the performers	• Acceptance of project plan by HFD POC for Project	2 months from award date
		• Review and supplement social, behavioral and cultural theories, research, methods and data relevant to VIM analytical task(s).	4 months from award date
		• Validate design criteria for a graphical user interface for VIM display.	6 months from award date

		<ul style="list-style-type: none"> Review Information Extraction and Content Analysis tools available in industry and academia to identify those appropriate for VIM. Integrate chosen tools with M&S capability. 	8 months from award date
		<ul style="list-style-type: none"> Conduct gap analysis of M&S technologies and algorithms appropriate for M&S of violent intent. 	10 months from award date.
		<ul style="list-style-type: none"> Validate and supplement core set of strategic models that describe likelihood a group will adopt violence as a strategy to achieve its goals. 	10 months from award date.
		<ul style="list-style-type: none"> Deliver expandable M&S architecture and capability to analyze and present VIM data. 	12 months from award date
C.3.3a	Synthesis and Analysis of Homeland Security Research – Routine reports and point papers of no more than 5 pages in length that highlight significant research findings, developments and theories and events relevant to homeland security.	<ul style="list-style-type: none"> Develop needs assessments with key stakeholders including representatives from various agencies within DHS and related agencies from other parts federal, state, and local government and the private sector. 	4 months from award date
		<ul style="list-style-type: none"> Commence regular schedule of preparation and delivery of research products to targeted audience and stakeholders. 	6 months from award date
C.3.4	Modeling and Simulation for Training and Analysis - A stand-alone modeling and simulation tool to support networked training, scenario development and testing of innovative concepts for homeland security	<ul style="list-style-type: none"> Develop needs assessments with key stakeholders including various agencies within DHS and related agencies from other parts federal, state, and local government and the private sector. Identify priorities for training support to homeland security communities. 	2 months from award date of Optional Coverage

		<ul style="list-style-type: none"> Survey M&S products in use for training, analysis and support of first responders, agencies and organizations in homeland security. 	4 months from award date of Optional Coverage
		<ul style="list-style-type: none"> Identify and prioritize M&S methods and tools with potential to improve disaster training and planning. 	12 months from award date of Optional Coverage
		<ul style="list-style-type: none"> Deliver a prototype stand-alone M&S capability for multi-agency training of first responders and civic leadership at the county and city level. 	24 months from award date of Optional Coverage
C.3.3b	Investigator Initiated Projects To be identified by IHSS consortium members and approved by DHS S&T.	As mutually agreed to by the parties	As mutually agreed to by the parties

C.4.2 The Contracting Officer's Technical Representative (COTR), or alternate COTR, will review all deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with contract requirements. The Contractor shall ensure the accuracy and completeness of all deliverables. The Government will consider errors, misleading statements, incomplete, irrelevant information, excessive rhetoric or repetition as deficiencies and the Contractor shall make corrections at no additional cost to the Government.

C.4.3 Upon receipt, the Government will have ten (10) business days to review deliverables and make comments. The Contractor shall have, upon receipt, ten (10) business days to make corrections. Upon receipt of the final deliverables, the Government will have ten (10) business days for final review prior to acceptance or providing documented reasons for non-acceptance. If the deliverable does not meet the acceptance criteria a second time, the Government may consider the Contractor as having deficient performance with respect to the deliverable.

C.4.4 The Contractor shall submit all deliverables electronically via the HSARPA Website to the attention of the COTR identified in Section G.

SECTION D – PACKAGING AND MARKING

D.1 – PACKAGING AND MARKING (UNCLASSIFIED/CLASSIFIED)

1. All unclassified data shall be prepared for shipment in accordance with best commercial practice.
2. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

D.2 – PACKAGING AND MARKING FOR ITEMS OTHER THAN REPORTS

1. Except as set forth in Section D.3 below, all contract deliverables shall be packaged in accordance with best commercial practices to ensure safe and secure delivery to destination.
2. All packaging and transmittal sheets must cite the contract number.

D.3 – MARKING OF REPORTS

1. All reports delivered by the Contractor to the Government under this contract shall display the following information on the cover sheet to the report:
 - (1) Title and Date of Report
 - (2) Contract Number
 - (3) Company Name and Address
 - (4) Point of Contact and Telephone Number

SECTION E – INSPECTION AND ACCEPTANCE

E.1 – INSPECTION AND ACCEPTANCE OF CONTRACTUAL DELIVERABLES

Inspection and acceptance of the contractual deliverables hereunder shall be made by the Department of Homeland Security Contracting Officer's Technical Representative specified in Section G of this contract.

E.2 – CLAUSES INCORPORATED BY REFERENCE

FAR CITE

TITLE AND DATE

52.246-5

Inspection of Services - - Cost Reimbursement (Apr 1984)

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 -- SHIPPING RESPONSIBILITY

1. All supplies or equipment provided to the Government by the Contractor resulting from performance under this contract shall be delivered with all transportation charges prepaid, in accordance with the clause herein entitled "F.O.B. DESTINATION" (FAR 52.247-34)
2. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements.
3. The Contractor shall be responsible for arranging the shipment of all deliverables under this contract. Costs, excluding costs of insurance which are determined to be allowable, allocable and reasonable for effecting such shipments shall be reimbursable in accordance with FAR 52.216-7; ALLOWABLE COST AND PAYMENT.

F.2 -- CLAUSES INCORPORATED BY REFERENCE

<u>FAR CITE</u>	<u>TITLE AND DATE</u>
52.242-15	Stop-Work Order (Aug 1989) (ALT I) (Apr 1984)
52.247-34	F.O.B Destination (Nov 1991)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 – CONTRACTING OFFICE REPRESENTATIVE

CONTRACTING OFFICER	Department of Homeland Security 245 Murray Lane Building 410 ATTN: To Be Determined (TBD) Science and Technology Acquisition Division Telephone No. (202) 254-TBD Fax No. (202) 254-TBD Email Address: <u>TBD</u>
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G.2 – CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE

CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE	Department of Homeland Security 245 Murray Lane Building 410 ATTN: Michael W. Dunaway Science and Technology Directorate <div style="border: 1px solid black; padding: 2px; width: fit-content;">(b)(6)</div>
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G.3 – CONTRACTING OFFICER’S AUTHORITY

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

G.4 – HSAR 3052.242-72 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE

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

2. 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.

G.5 -- SUBMISSION OF INVOICES

1. The Contractor shall submit an original invoice electronically including any required back-up documentation within five (5) days of completion of services to the attention of the COTR identified in the address block below with a copy provided concurrently to the Contracting Officer (CO). The invoice shall be submitted electronically to the Science & Technology Directorate Invoicing Office at ST.Invoicing@dhs.gov

2. Upon receipt of invoice from the S&T Invoicing Office, the COTR within five (5) days will ensure sufficiency and certify inspection and acceptance of services on DHS Form 700-21 "Material Inspection and Receiving Report" then forward the completed DHS Form 700-21 with invoice and any applicable back-up documentation to the CO for approval. The COTR shall keep copies of all invoices, back-up documentation, and completed DHS Form 700-21 in the official COTR file.

Department of Homeland Security
 245 Murray Lane
 Building 410
 ATTN: Michael Dunaway (COTR)
 Science and Technology Directorate
 Washington, DC 20528

2. In addition to the information identified in the Prompt Payment clause contained in this contract, to be deemed sufficient, each invoice must contain and correctly cite the following information, as applicable: (1) the contract number being invoiced against; (2) the Contractor's business name and address exactly as it appears in Block 7 of the Standard Form 26 (1st page of the contract); (3) a company specific invoice number, (4) the Contractor's electronic funds transfer information (if applicable); (5) amount billed for by contract line item number (CLIN) formatted in a manner that mirrors the pricing structure in Section B of the contract; (6) assignment of claims information (if applicable); (7) any required back-up documentation (i.e., labor category, name of person, job title, hourly rate, number of labor hours worked, other direct costs (ODC)); (8) date of supplies provided or services performed; (9) procuring activity; and (10) point of contact, telephone number, and email address.

3. Travel breakout back-up shall include itinerary, dates of travel, name of employees traveling, and per diem costs and may be provided as part of the Contractor's Monthly Program Reports.

4. Following CO approval, the contract's resource manager will forward the invoice to the designated payment office for payment in the amount determined to be owed in accordance with the applicable payment (and fee) clause(s) of this contract.

5. Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. There shall be a lapse of no more than **30** calendar days between performance and submission of an interim payment invoice if practicable.

6. The Contractor's final invoice shall be identified as such and shall list all other invoices (if any) previously tendered under this contract.

G.6 – POINTS OF CONTACT

1. Contractor Points of Contact are as follows:

Technical Representative

(b)(6)
3040 Cornwallis Road
Research Triangle Park, NC 27709-2194
(b)(6)

Contract Administrator

(b)(6)
3040 Cornwallis Road
Research Triangle Park, NC 27709-2194
(b)(6)

Note: Contractor Points of Contact may change at Contractor discretion with proviso written notification of such change is provided five calendar days to the COTR prior to the change with no formal modification to the contract required .

2. Government Points of Contact are as follows:

Technical POC

Michael W. Dunaway
Department of Homeland Security
Science and Technology Directorate
Washington, D.C. 20528

(b)(6)

G.7 – ADDRESS OF PAYMENT OFFICE

Department of Homeland Security
Science and Technology Directorate
SPB Invoice Desk (ATTN: Michael Dunaway)
245 Murray Drive Building 410
Washington, DC 20528

Note: Payment shall be electronically transmitted to the account of record specified and provided to the Government in writing as reflected on the Contractor's invoice.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 – EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

H.2 – TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Technical Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual work statement.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.3 – ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Department of Homeland Security under Contract No. HSHQDC-08-C-00100.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of Homeland Security.

H.4 – DISCLOSURE OF INFORMATION

(a) The Contractor shall not release to anyone outside the Contractor's organization any DHS provided unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release. Within 30 days, the Contracting Officer will either provide his approval or identify what changes are needed to obtain approval. Contractor may then resubmit a modified request.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(d) The Contractor and its subcontractors shall be allowed to publically disclose the existence of the contract and the general description of the congressionally mandated work (such as described in Section C.1.1).

(e) To comply with Disclosure of Information, the contractor shall be free to publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of conclusions made pursuant to performance of the contract; provided, however, that it shall provide copies of any such publication or release of information to DHS Program Manager for review and comment at least thirty (30) days prior to any such release.

H.5 – NON-DISCLOSURE OF PROTECTED CRITICAL INFRASTRUCTURE INFORMATION

(a) 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.

(b) The Contractor shall ensure that each of its employees, consultants and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager. The Contractor shall ensure that each of its employees, consultants and subcontractors has executed a NDA and agrees that none of its employees, consultants or subcontractors will be given access to Protected CII without having previously executed a NDA.

H.6 – SECURITY CLEARANCE REQUIREMENTS

(a) The Department of Homeland Security (DHS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (hereafter included in the term Contractor), do not require access to classified National Security Information (herein known as

classified information) and sensitive but unclassified (SBU) information. Information under this contract is on an "Official Use Only" basis. Contractor personnel are not required to have a security clearance.

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

H.7 -- SUITABILITY DETERMINATION

(a) DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof.

(b) The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

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

H.8 - CONTINUED ELIGIBILITY

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

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

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

H.9 - EMPLOYMENT ELIGIBILITY

(a) The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible