

to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

(b) Subject to existing law, regulations and/or other provisions of this task order, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

H.10 - STANDARDS OF CONDUCT AT GOVERNMENT INSTALLATIONS

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

(b) If due to the fault or neglect of the Contractor, his agents, or employees, any Government property, equipment, stock, or supplies are lost or damaged during performance of this task order, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property subject to the limitations of the North Carolina Tort Claims Act.

(c) The Contractor is responsible for maintaining assigned space(s) in a clean and orderly fashion during the course of this task order. Furniture as may be assigned to the space(s) shall remain in place and not removed from areas. All telephones are for conducting official Government business only. The Contractor is responsible for exercising control over all supplies, materials, and equipment of a personal or company nature.

H.11 – CONTRACT CLOSEOUT

(1) Upon completion of all efforts under this contract, the contract will be closed out in a timely manner in accordance with FAR 4.804 and contractual requirements.

The Contractor shall request from the COTR a signed certificate of completion stating:

“I CERTIFY THAT ALL REQUIREMENTS UNDER CONTRACT NO. HSHQDC-08-C-00100 HAVE BEEN SATISFACTORILY COMPLETED AND ACCEPTED BY THE GOVERNMENT.

SIGNATURE OF GOVERNMENT OFFICIAL _____ DATE _____”

(2) After the initial Contractor request for the Government-endorsed completion certification has been performed, no additional requests are required.

- (3) In addition to the above, the Contractor shall:
- Initiate timely closeout of subcontracts
 - Disposition property, as required
 - Disposition Classified materials, if any
 - Submit Interim Final Invoices using "claimed" rates

NOTE: The contractor's requirement to request a signed certificate of completion described in (1) above, may be satisfied by the Contracting Officer's Representative submitting a statement of completion substantially similar to the one identified above to the cognizant Contracting Officer in advance of the contractor's request. Electronic mail notifications are authorized.

SECTION I – CONTRACT CLAUSES INCORPORATED BY REFERENCE

I. 1 – FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CONTRACT CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE AND DATE
52.202-1	Definitions (Dec 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printed/Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Oct 2003)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records—Negotiation (Jun 1999) (Alternate II)
52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications (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 (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions (Oct 1997)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (Aug 1996)
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation (Sep 2000)
52.222-21	Prohibition on Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-35	Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (Dec 2001)
52.223-6	Drug-Free Workplace (May 2001)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-8	Duty-Free Entry (Feb 2000)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)
52.227-1	Authorization and Consent (July 1995) (Alternate I)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-10	Filing of Patent Applications—Classified Subject Matter (Apr 1984)
52.227-11	Patent Rights -- Ownership by the Contractor (Dec 2007)
52.227-14	Rights in Data—General (Jun 1987) (Alternate II) (Alternate IV)
52.227-16	Additional Data Requirements (Jun 1987)
52.228-7	Insurance—Liability to Third Persons (Mar 1996)

CLAUSE	TITLE AND DATE
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Apr 2005)
52.230-7	Proposal Disclosure—Cost Accounting Practice Changes (Apr 2005)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-1	Payments (Apr 1984)
52.232-17	Interest (Jun 1996)
52.232-20	Limitation of Cost (Apr 1984) (Applies if this contract contains fully funded line items.)
52.232-22	Limitation of Funds (Apr 1984) (Applies if this contract contains incrementally funded line items.)
52.232-23	Assignment of Claims (Jan 1986) and Alternate I (Apr 1984)
52.232-25	Prompt Payment (May 2001) and Alternate I (Oct 2001)
52.232-33	Payments by Electronic Funds Transfer—Central Contractor Registration (May 1999)
52.233-1	Disputes (Dec 1998) and Alternate I (Dec 1998)
52.233-3	Protest After Award (Aug 1996) and Alternate I (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 (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-2	Changes—Cost-Reimbursement (Aug 1987) and Alt V (Apr 1984)
52.243-6	Change Order Accounting (Apr 1984)
52.243-7	Notification of Changes (Apr 1984)
52.244-2	Subcontracts (Mar 2005) And Alternate 1 (Mar 2005)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items and Commercial Components (Dec 2001)
52.245-1	Government Property (June 2007) (Alternate II)
52.245-17	Special Tooling (May 2004)
52.245-18	Special Test Equipment (Feb 1993)
52.245-19	Government Property Furnished "AS IS" (Apr 1984)
52.246-23	Limitation of Liability (Feb 1997)
52.246-25	Limitation of Liability—Services (Feb 1997)
52.247-1	Commercial Bill of Lading Notations (Apr 1984)
52.248-1	Value Engineering (Feb 2000) (Applies if this contract equals or exceeds \$100,000.)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-14	Excusable Delays (Apr 1984)
52.251-1	Government Supply Sources (Apr 1984)
52.252-2	Clauses Incorporated by Reference (FEB 1998)
52.253-1	Computer Generated Forms (Jan 1991)

I.2 – FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED IN FULL TEXT

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified Secret.
- (b) The Contractor shall comply with -

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

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

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

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

Alternate I (Apr 1984

(e) If a change in security requirements, as provided in paragraphs (b) and (c), results

(1) in a change in the security classification of this contract or any of its elements from an unclassified status or a lower classification to a higher classification, or

(2) in more restrictive area controls than previously required, the Contractor shall exert every reasonable effort compatible with the Contractor's established policies to continue the performance of work under the contract in compliance with the change in security classification or requirements. If, despite reasonable efforts, the Contractor determines that the continuation of work under this contract is not practicable because of the change in security classification or requirements, the Contractor shall notify the Contracting Officer in writing. Until resolution of the problem is made by the Contracting Officer, the Contractor shall continue safeguarding all classified material as required by this contract.

(f) After receiving the written notification, the Contracting Officer shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Contractor can continue performance of the work under this contract.

(g) If, 15 days after receipt by the Contracting Officer of the notification of the Contractor's stated inability to proceed,

(1) the application to this contract of the change in security classification or requirements has not been withdrawn, or

(2) a mutually satisfactory method for continuing performance of work under this contract has not been agreed upon, the Contractor may request the Contracting Officer to terminate the contract in whole or in part. The Contracting Officer shall terminate the contract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

(End of clause)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (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)

FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) AND ALTERNATES II (OCT 1997) AND III (OCT 1997)

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable –

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If –

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include –

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to:

- (1) the Administrative Contracting Officer, and
- (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following electronic media: **Microsoft Excel**

(End of clause)

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) *Invoicing.*

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only –

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for –

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

FAR 52.216-8 FIXED FEE (MAR 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration date.

(End of Clause)

FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **Zero (0)** or the Overtime Premium is paid for work that is:

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit, e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

(End of clause)

FAR 52.252-4 ALTERATIONS IN CONTRACT (Apr 1984)

Portions of this contract are altered as follows: NONE

(End of clause)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Homeland Security Acquisition Regulation (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.3 – DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (48 CFR CHAPTER 30) CLAUSES INCORPORATED IN FULL TEXT

HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (DEC 2003)

(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. The security requirements include, but are not limited to, how the Department of Homeland Security's sensitive information is to be handled and protected at the Contractor's site, (including any information stored, processed, or transmitted using the Contractor's computer systems), the background investigation and/or clearances required, and the facility security required. This requirement includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. 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).

(b) 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 a certification that all DHS information has been purged from any contractor-owned system used to process DHS information. Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(c) 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. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and the Government Information Security Reform Act of 2000, and the Federal Information Security Management Act of 2002. The plan shall meet IT security requirements in accordance with Federal policies and procedures that include, but are not limited to OMB Circular A-130, Management of Federal Information Resources, Appendix III, and Security of Federal Automated Information Resources;

(d) Within 120 days after contract award, the contractor shall submit for approval an IT Security Plan. This plan shall be consistent with and further detail the approach contained in the offeror's

proposal or quote that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(e) 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 be according to the criteria of the Homeland Security Information Technology Security program Publication, DHS MD 4300.Pub, Volume I, Policy Guide, Part A, Sensitive Systems, which is available from the Contracting Officer 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, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the approved accreditation documentation.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

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

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

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated 06-01-2006 HSAR 52-5 by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer.

Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES

(a) **Prohibitions.** Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. 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 homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(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, Public Law 107-296, 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 after November 25, 2002, 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 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 the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.
 - (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 after the date of enactment of this Act and 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 Public Law 107-296 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; and
 - (v) other 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. By signing and submitting its offer, an offeror under this solicitation represents that it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.
- (g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

No other documents are provided with this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RSHP-09-00016	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/EXBO	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/EXBO
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RESEARCH TRIANGLE INSTITUTE PO BOX 12194 RESEARCH TRIANGLE PARK NC 277092194		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-08-C-00100	
		10B. DATED (SEE ITEM 11) 06/30/2008	
CODE 0048681050000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 004868105+0000
Division/PPA: Human Factors Division
Program: Community Preparedness and Resilience
Project: IHSS
Project Manager: Ji Sun Lee

The purpose of this modification to Contract HSHQDC-08-C-00100 is to apply the language changes that were agreed upon to better clarify roles and responsibilities of all parties as they pertain to the sensitive but unclassified materials resulting from this contract, in sections H.4 and H.5. See attachments for specific language.

Continued ...

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

16A. (b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joseph A. Wolfinger
15B. (b)(6)	15C. DATE SIGNED 2/27/09
	16C. DATE SIGNED 3/2/2009 (Signature of Contracting Officer)

NSN 7540-01-162-8070
Previous edition obsolete

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.245

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-08-C-00100/P00001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
RESEARCH TRIANGLE INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In provision G.2 - Contracting Officer's Technical Representative, Ms. Ji Sun Lee is designated as COTR, vice Mr. Michael Dunaway. Ms. Lee can be reached at (b)(6) and (b)(6) Ms. Lee is also designated as the Technical POC, with respect to provision G.6.2, vice Mr. Dunaway.</p> <p>Additionally, a new payment office to replace the office specified in block 12 of the original award is hereby designated, as follows:</p> <p>DHS ICE Burlington Finance Center PO Box 1000 Attn: S&T HF Division Williston, VT 05495 - 1000</p> <p>Invoices may be submitted to this Office by mail, or via email, to: SAT.Invoice.Consolidation@dhs.gov.</p> <p>All other aspects of this agreement, including funding, requirements, period of performance, and terms and conditions not specifically altered herein, remain in full force. Period of Performance: 07/07/2008 to 07/06/2011</p>				

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.4 -- DISCLOSURE OF INFORMATION

(a) The Contractor shall not release to anyone outside the Contractor's organization any DHS designated sensitive but unclassified information (SBU), 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 DHS Program Manager 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 DHS Program Manager at least 45 days before the proposed date for release. Within 30 days, the DHS Program Manager 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 DHS Program Manager.

(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 and to prevent the inadvertent release of SBU 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 or conclusions made pursuant to performance of the contract; provided, however, that it shall provide copies of any such publication or release of information to the DHS Program Manager for review and comment at least forty-five (45) days prior to any such release.

H.6 -- SECURITY CLEARANCE REQUIREMENTS

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

(b) If during the performance of a task order under 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 task order 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 task order involving SBU information. All such 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO RSHF-09-00028	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/EXBOR	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/EXBOR
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) RESEARCH TRIANGLE INSTITUTE ATTN (b)(6) PO BOX 12194 (b)(6) RESEARCH TRIANGLE PARK NC 277092194		(x) 9A AMENDMENT OF SOLICITATION NO.	
CODE 0048681050000 FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO HSHQDC-08-C-00100	
		10B DATED (SEE ITEM 13) 06/30/2008	

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) Net Increase: (b)(4)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the Parties (Exercise of Optional CLIN 0004)
	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: 004868105+0000
Division/PPA: Human Factors Division.
Program: Community Preparedness and Resilience.
Project: IHSS.
Project Manager: Ji Sun Lee (b)(6)

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joseph F. Wolfman (b)(6)
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
	16C DATE SIGNED 4-21-2009 (Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
RESEARCH TRIANGLE INSTITUTE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this Modification No. P00002 under Contract HSHQDC-08-C-00100 is to exercise Optional CLIN 0004, "Enhanced Violent Intent Modeling and Simulation." (Reference Statement of Work, Section C.3.2)</p> <p>The value of CLIN 0004 remains at (b)(4)</p> <p>This Modification No. P00002 incrementally funds CLIN 0004 in the amount (b)(4)</p> <p>Therefore, the balance of (b)(4) remains available for future funding.</p> <p>The total amount obligated under this contract is changed as set forth below: FROM: (b)(4) By: To:</p> <p>All other aspects of this agreement, including funding, requirements, period of performance, and terms and conditions not specifically altered herein, remain in full force. Delivery: 07/06/2011 Discount Terms: Net 30 Delivery Location Code: S&T MURRAY LANE DHS S&T 245 Murray Lane Building 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 07/07/2008 to 07/06/2011</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p>				
0004	<p>Enhanced Violent Intent Modeling and Simulation in accordance with Statement of Work - Section C.3.2.</p> <p>Total Line Item Value (b)(4)</p> <p>Product/Service Code: AJ41</p> <p>Accounting Info: NONE000-000-8X-34-02-04-000-01-00-0000-00-00-00-00-00-GE-0E-25-50-000000 Funded: (b)(4)</p> <p>Accounting Info: NONE000-000-9X-34-02-02-001-01-00-0000-00-00-00-00-00 Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
RESEARCH TRIANGLE INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	-GE-OE-2E-50-000000 Funded: (b)(4)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: [] PAGE # OF PAGES: 1 2
 2. AMENDMENT/MODIFICATION NO: P05002
 3. EFFECTIVE DATE: Same Block 16C
 4. REQUISITION/PURCHASE REQ NO: RSHQ-09-00027
 5. PROJECT NO. (if applicable): []
 6. ISSUED BY: DHS/OPO/S&T/S&IBOR
 7. ADMINISTERED BY (if other than item 6): []
 8. CODE: DHS/OPO/S&T/EXB001

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

9. NAME AND ADDRESS OF CONTRACTOR (Type, street, county, state and ZIP Code):
 RESEARCH TRIANGLE INSTITUTE
 ATTN: (b)(6)
 PO BOX 12194
 (b)(6)
 RESEARCH TRIANGLE PARK, NC 277092194

10. AMENDMENT OF SOLICITATION NO: []
 11. DATED (SEE ITEM 11): []
 10A. MODIFICATION OF CONTRACT/ORDER NO: RSHQDC-09-C-00100
 11A. DATED (SEE ITEM 11): 06/30/2008

12. ACCOUNTING AND APPROPRIATION DATA (if required):
 CODE: 0048681055000 FACILITY CODE: []
 13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended to reflect 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 mailing _____ 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 this 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 such telegram or letter makes reference to this solicitation and this amendment, and is received prior to the opening hour and date specified.

13. ACCOUNTING AND APPROPRIATION DATA (if required):
 See Schedule. 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.

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 14A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation code, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 X Mutual Agreement of the Parties (definitization of change to CLIN 0001)
 D. OTHER (Specify type of modification and authority)

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

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

UNNS Number: 0048681050000
 This action implements a change in the requirements for research under Contract Line Item 0001 (Research Needs Assessment and Outreach including Management in accordance with Section C.3.1 of the Statement of Work), definitized herein by mutual agreement. The 90% for Internet Workshop, and RTSI proposal dated 4/13/2009 are incorporated by reference.

Accordingly, the ceiling value for CLIN 0001 established in the original award is hereby increased from a total of (b)(4) (consisting of (b)(4) in estimated cost and a fixed fee of (b)(4) by (b)(4) (consisting of (b)(4) in estimated cost and (b)(4) in fixed fee) to a new total of (b)(4) (consisting of (b)(4) in estimated cost and a fixed fee of (b)(4). As a result of this increase in CLIN 0001, the total continued ...

Brooks on approved, revised, or corrected copies of this document referenced herein DA or TIA, all heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): (b)(6)
 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): (b)(6)
 15C. DATE SIGNED: 21 May 09
 15D. DATE SIGNED: 5-21-2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHDC-98-C-00100/200003

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2 2

NAME OF OFFEROR OR CONTRACTOR
RESEARCH TRIANGLE INSTITUTE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>contract value increased from (b)(4) by (b)(4) a new maximum value of (b)(4)</p> <p>This action also obligates a total of (b)(4) in new funding, increasing the total funding obligated under the contract from (b)(4) to a new total of (b)(4)</p> <p>All other aspects of this agreement, including funding, requirements, period of performance, and terms and conditions not specifically altered herein, remain in full force.</p> <p>Discount Terms: Net 30</p> <p>FOB: Destination Period of Performance: 07/07/2000 to 07/06/2011</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Research Needs Assessment and Outreach including Management in accordance with Section C.3.1 of the Statement of Work (SOW) Obligated Amount: (b)(4) Product/Service Code: AJAI</p> <p>Accounting Info: NONE00-000-8X-34-02-03-000-01-00-0000-00-00-00-00 -0E-0E-25-50-000000 Funded: (b)(4)</p> <p>Accounting Info: NONE00-000-8X-25-06-01-001-01-00-0000-00-00-00-00 -0E-0E-25-37-000000 Funded: (b)(4)</p>				(b)(4)

Statement of Work for Internet Workshop

Modification/Addition to Institute for Homeland Security
Solutions contract HSHQDC-08-C-00100
Funded by the HFD CIED Deter/Prevent Program
ACCS: 33-06-01-001

Period of Performance: 12 months from award

Statement of Work for Internet Workshop

Directorate of Science and Technology
U.S. Department of Homeland Security
Human Factors/Behavioral Sciences Division

I. Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge science and technology in its quest to make America safer. The DIIS Directorate of Science and Technology (S&T) is tasked with advancing the scientific, engineering, and technological resources of the United States and leveraging these resources into tools to help protect the homeland. The Human Factors/Behavioral Sciences Division (HFD) applies the social and behavioral sciences to improve the detection, analysis, and understanding of threats posed by individuals, groups, and radical movements; to support the preparedness, response and recovery of communities impacted by catastrophic events; and to advance national security by integrating human factors into homeland security science and technologies.

Over the past two decades, the internet has provided individuals and groups with new ways to communicate and organize. From the creation of websites to interactions via email, chat rooms, and blogs, the internet has changed the way we conduct both our business and personal lives. The same is the case for individuals and groups who espouse extremist ideologies. Cyberspace has provided various forums and means for those who support extremist violence to share information – both ideological and operational. It is, however, another question whether participating in these forums actually *leads* individuals to become more extreme in their support for – and participation in – violent activities. Obviously, if this is the case, this has real implications for how we attempt to identify and prevent terrorist threats. From an operational perspective, it would suggest that more time and resources need to be spent monitoring online activity and that prevention efforts would need to involve web-related activities.

Beyond purely descriptive accounts, there has been little empirical research that examines the role of the internet in the radicalization process. However, there is a small contingent of researchers working in this emerging area, and it would be useful to gain their perspectives on where the field is headed. Likewise, there are researchers from multiple social and behavioral science disciplines conducting non-radicalization-related research examining the impact of the internet on social relationships and behaviors, and it is likely that some of this work can be informative in trying to answer the question of whether individuals can become more extreme through their use of the internet.

HFD is interested in sponsoring a workshop that will bring together social and behavioral science researchers who have studied the internet and its impact on human behavior from various disciplinary and topical perspectives. The workshop would include researchers

who have investigated issues related to how international and domestic groups use the internet as well as researchers who have examined the impacts of the internet more broadly but whose findings might provide insight into the role of the internet in radicalization. The latter might include researchers who have studied the following topics: 1) how persuasion occurs online and whether this differs from persuasion offline, 2) how **non**-extremist political and social movements form on the internet and maintain or lose momentum, 3) how the internet has been used to support deviant behavior such as child pornography and how this behavior has been interdicted, and 4) how online support groups function and when they lead to behavior change. These topics, among others, are likely to be relevant.

The goals of this workshop would be to assess the current state of the science regarding the role of the internet in radicalization, the insights that non-radicalization-related research can provide regarding this role, the gaps in current research, and future directions needed to address these gaps. HFD believes that an essential first step in this process is assembling social and behavioral scientists who have studied the internet from various fields and perspectives to gain their insights into these issues.

In concrete terms, HFD proposes conducting a 2-3-day workshop during which the leading researchers studying the impact of the internet on social relationships and behavior will meet with representatives of US and UK government agencies to discuss current research as well as identify research questions that still need to be answered. In support of this activity, HFD will also fund a series of concise literature reviews that will be provided to participants before the workshop, in order to ensure that all participants arrive with a baseline understanding of some of the relevant research that has been done in various disciplines.

This statement of work (SOW) outlines the activities involved in planning and executing this workshop.

II. Scope of Work

The Offeror will plan and execute the Internet Workshop. They will also facilitate and provide all logistical support for the workshop. The Offeror will write literature reviews that will be sent to participants before the workshop, provide workshop notes documenting the key points of discussion over the course of the 2-3 days, and produce a final report summarizing workshop discussions and recommendations.

III. Specific Tasks

The following characterizes the specific tasks involved in planning and executing the Internet workshop:

3.1 Workshop Planning

In consultation with HFD representatives, the Offeror will plan and structure the workshop and develop the workshop agenda. Working with HFD, the Offeror will identify potential speakers and participants and invite them to attend the workshop. The Offeror will identify relevant read-ahead materials and ensure that all speakers and participants receive all necessary information prior to attending the workshop.

3.2 Literature reviews

In consultation with HFD, the Offeror will identify several topics for potential literature reviews. Once the topics have been approved by HFD, the Offeror will produce literature reviews that provide an overview of the research that has been conducted in one or more social and behavioral science discipline(s) related to the workshop topic. These literature reviews will be at least five pages in length and will be provided to workshop participants at least one week prior to the workshop.

3.3 Workshop Execution and Logistical Support

The Offeror will conduct the workshop and facilitate discussions among participants. The Offeror will oversee all logistical aspects of the workshop. The Offeror will reserve workshop facilities and ensure that all necessary audio-visual equipment is available. The Offeror will assist participants' in making travel arrangements for the workshop and provide honoraria and travel reimbursement to all non-government participants (estimated to be no more than 12 U.S. academics).

3.4 Workshop Notes and Final Report

The Offeror will provide notes from the workshop documenting the key points of discussion in both the full-group sessions and smaller breakout groups. These notes will not identify speakers by name, and participants will be provided with the opportunity to comment on the accuracy of the notes before they are submitted to HFD for review.

The Offeror will also produce a final report on the workshop that summarizes discussions, provides recommendations for follow-up actions, and discusses the priorities for future research that emerged during the workshop. The final report should include an executive summary of no more than two pages.

IV. Staffing

Personnel proposed by the Offeror will have the skills and technical background necessary to successfully complete the tasks described in this SOW. The Offeror will have available personnel with knowledge of social and behavioral science research and methods and personnel with experience organizing international workshops. The Offeror shall implement and manage the technical approach, organizational resources, and management controls to be employed to meet the cost, performance and schedule requirements throughout the task order execution.

The Offeror shall propose by name, and the government shall approve, a task manager and chief technical representative.

V. Deliverables

Base Year Deliverables			
SOW Task	Deliverable	Description	Due Date
3.1	Workshop Agenda, Invitees, and Project Management Plan	A workshop agenda, list of invitees, and project management plan that will accomplish the workshop's objectives as outlined by HFD personnel. The final version of each requires approval by the HFD Program Manager.	8 weeks after award of contract.
3.2	Literature Reviews	Literature reviews which provide overviews of the social and behavioral science research that has been conducted related to the workshop topic. The final version of each should be at least five pages in length and requires approval by the HFD Program Manager.	14 weeks after award of contract. Electronic versions of the literature reviews will be submitted 10 weeks after award, followed by 2 weeks of government review.
3.4	Workshop Notes	The notes from the workshop documenting the key points of discussion in both the full-group sessions and smaller breakout groups. Participants should be provided with the opportunity to comment on the accuracy of the notes. The final version requires approval by the HFD Program Manager.	8 weeks after workshop. An electronic draft shall be submitted 6 weeks after the workshop, followed by 1 week of government review.
3.4	Final Report	A final report of the workshop that summarizes discussions, provides recommendations for follow-up actions, and discusses the priorities for future research that emerged from the workshop. The final report should include an executive summary of no more than two pages. The final version requires approval by the HFD Program Manager.	15 weeks after workshop. An electronic draft report shall be submitted 12 weeks after the workshop, followed by 2 weeks of government review.

VI. Other Contract Details

- 1. Period of Performance.** The period of performance for this SOW is 12 months.
- 2. Travel.** Minimal travel on the part of the Offeror's staff will be required in the performance of the duties listed herein. It is expected that the Offeror will reimburse

non-government participants for the travel expenses they incur in order to attend the workshop.

3. DHS-Furnished Information.

- a. DHS will provide certain DHS information, materials, and forms unique to DHS to the Offeror to support certain tasks under this SOW.
- b. The DHS S&T Technical Representative identified in this SOW will be the point of contact (POC) for identification of any required information to be supplied by DHS.
- c. The Offeror will prepare any documentation according to the guidelines provided by DHS.

4. Place of Performance. The Offeror will perform the work under this SOW at their place of business and the workshop location.

5. DHS-Furnished Property. DHS property will not be provided to the Offeror.

6. Deliverables. The Offeror will provide all deliverables identified in this SOW directly to the DHS S&T Technical Representative with a copy of the transmittal letter to the Contracting Officer.

7. Program Status Report. The Offeror will 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.

8. Funding Requirements. Reserved.

9. Security Requirements.

- a. All work performed under this SOW is unclassified unless otherwise specified by DHS.
- b. If classified work is required under this SOW, DHS will provide specific guidance to the Offeror as to which work will be conducted in a classified manner and at which classification level. The Offeror will also adhere to other applicable Government orders, guides, and directives pertaining to classified or confidential work. This SOW may require access to information at the unclassified level.
- c. 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.

VII. Points of Contact

The DHS POC is as follows:

Allison Smith
U.S. Department of Homeland Security
Science and Technology Directorate
Human Factors/Behavioral Sciences Division
Washington, DC 20528

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