



April 5, 2013

Ginger McCall  
Director  
Electronic Privacy Information Center  
1718 Connecticut Avenue NW, Suite 200  
Washington, DC 20009

RE: **S&T 13-04, 2013-STFO-00010**

Dear Ms. McCall:

This is an interim response to your Freedom of Information Act (FOIA) request to the Department of Homeland Security (DHS) Science and Technology Directorate (S&T), dated February 19, 2013. You are seeking: 1) all contracts with the PNNL and any other researchers or companies for the development of BOSS technology; 2) all statements of work associated with BOSS technology; and 3) all technical specifications related to BOSS technology. Your request was received in this office on February 25, 2013.

A search for documents responsive to your request was conducted in S&T's Resilient Systems Division. A search of archive files and computer network drives for the terms BOSS technology and Biometric Optical Surveillance System produced a total of 110 pages. Of those pages, I have determined that 26 pages of the records are releasable in their entirety, 9 pages are partially releasable, and 49 pages are withheld in their entirety pursuant to Title 5 U.S.C. § 552 (b)(3) and (b)(6).

In a letter dated March 7, 2013, we notified you that the subject matter is of substantial interest to another agency. DHS is required to consult with this agency prior to making a disclosure determination and 26 pages of the responsive records are under review with another agency. Upon completion of processing, all documents that can be released will be made available to you at the earliest possible date. We sincerely apologize for the delay you are experiencing and appreciate your patience as we proceed with your request.

Enclosed are 35 pages with certain information withheld as described below.

**FOIA Exemption 3** protects information specifically exempted from disclosure by another statute, if the statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on the issue, or (B) established particular criteria for withholding or refers to particular types of matters to be withheld.

- **Proposals**

Section 253b(m) of Title 41, United States Code, prohibits the release of any competitive proposal under the FOIA, except for those portions of the proposal set forth or incorporated by reference in a government contract. Since the statute leaves the agency with no discretion, I determined that all sections of the contractor proposal which were required to be submitted, and which were not incorporated into the contract, must be withheld under subsection (b)(3) of the FOIA.

**FOIA Exemption 6** exempts from disclosure personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right privacy. *[The types of documents and/or information that we have withheld may consist of birth certificates, naturalization certificates, driver license, social security numbers, home addresses, dates of birth, or various other documents and/or information belonging to a third party that are considered personal.]* The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

You have a right to appeal the above withholding determination. Should you wish to do so, you must send your appeal and a copy of this letter, within 60 days of the date of this letter, to: Associate General Counsel (General Law), Mailstop 0655, U.S. Department of Homeland Security, Washington, D.C. 20528, following the procedures outlined in the DHS regulations at 6 C.F.R. § 5.9. Your envelope and letter should be marked "FOIA Appeal." Copies of the FOIA and DHS regulations are available at [www.dhs.gov/foia](http://www.dhs.gov/foia).

The Office of Government Information Services (OGIS) also mediates disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. If you are requesting access to your own records (which is considered a Privacy Act request), you should know that OGIS does not have the authority to handle requests made under the Privacy Act of 1974. If you wish to contact OGIS, you may email them at [ogis@nara.gov](mailto:ogis@nara.gov) or call 1-877-684-6448.

Provisions of the FOIA [AND PRIVACY ACT] allow us to recover part of the cost of complying with your request. In this instance, because the cost is below the \$14 minimum, there is no charge.

If you need to contact our office again about this matter, please refer to **S&T 13-04**. This office can be reached at [stfoia@hq.dhs.gov](mailto:stfoia@hq.dhs.gov) or (202) 254-6342.

Sincerely,



Katrina Hagan  
FOIA Officer

Enclosures: 1) Inventory Sheet, 1page  
2) Responsive Records, 35 pages



<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 33
2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-11-C-00001		3. EFFECTIVE DATE 10/12/2010	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSHF-10-00056	
5. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisitions Division 245 Murray Lane, SW Building 410 Washington DC 20528		6. ADMINISTERED BY (If other than Item 5) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisitions Division 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/EXBORD	

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  EWA GOVERNMENT SYSTEMS INC ATTN KRISTA SHARMA 13873 PARK CENTER ROAD HERNDON VA 201713223		8. DELIVERY 1. FOB ORIGIN <input type="checkbox"/> X OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT  Net 30
		10. SUBMIT INVOICES: (# copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 1031975830000	FACILITY CODE	11. SHIP TO/MAKE FOR Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528	12. PAYMENT WILL BE MADE BY DHS ICE Hurlington Finance Center PO BOX 1000 Attn: S&T Division Williston VT 05495-1000
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (e) ) 41 U.S.C. 253 (c) )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule		

16A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$5,155,000.00

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

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

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

19A. NAME AND TITLE OF SIGNER (Type or print) <b>Krista Sharma, Sr. Contracts Administrator</b>	19B. NAME OF CONTRACTOR (b) (6)	19C. DATE SIGNED <b>11/1/10</b>	20A. NAME OF CONTRACTING OFFICER <b>Duane Schatz</b>	20B. UNITED STATES OF AMERICA (b) (6)	20C. DATE SIGNED <b>11/9/2010</b>
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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC 11-C-00001

PAGE OF  
2 33

NAME OF OFFEROR OR CONTRACTOR  
EWA GOVERNMENT SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 103197583+0000                      Division/PPA: Human Factors/Behavioral Sciences Division                      Thrust: Personal Identification Systems                      Program: Biometrics                      Project: Biometric Optical Surveillance System (BOSS) at Stand-off Distance                      Performer: EWA Government Systems, Inc.                      Appropriations Year: Reimbursable Funds (RM)                      Budget Authority: Multi-Year Funds                      Project Manager: Patricia Wolfhope, (b) (6)                      SETA Support: Ryan Hednar, (b) (6)</p> <p>ALC: 70-08-1513                      APPS: 70X0800</p> <p>Description: The purpose of this action is to award an effort selected under Broad Agency Announcement (BAA) 10-01. Work will be conducted in accordance with the attached Terms and Conditions (16 pages), Statement of Work (SOW) (5 pages) entitled "Biometric Optical Surveillance System (BOSS) at Stand-off Distance," and Individual Subcontracting Plan (10 pages).</p> <p>This is a cost-plus-fixed-fee (CPFF) type contract.</p> <p>Cost: \$4,686,364.00                      Fee: \$468,636.00                      CPFF: \$5,155,000.00                      DO/DPAS Rating: NONE                      Delivery: 10/11/2012                      Accounting Info:                      RE10173-000-RM-70-00-00-000-01-00-0000-00-00-00-00-00-GE-OR-25-50-000000                      FOB: Destination                      Period of Performance: 10/12/2010 to 10/11/2012</p> <p>Work performed in accordance with the attached Terms and Conditions, SOW, and Individual Subcontracting Plan.                      Obligated Amount: \$5,155,000.00</p> <p>The total amount of award: \$5,155,000.00. The obligation for this award is shown in box 15G.</p>				5,155,000.00

## TABLE OF CONTENTS

### PART I – THE SCHEDULE.

<b>Section B</b>	<b>Supplies or Services and Price/Cost.</b>
B.1	Supplies/Services
B.2	Estimated Cost and Fixed Fee
<b>Section C</b>	<b>Description/Specification/Work Statement.</b>
C.1	Statement of Work
<b>Section D</b>	<b>Packaging and Marking.</b>
D.1	Packing, Packaging, Marking and Storage of Equipment
D.2	Markings
<b>Section E</b>	<b>Inspection and Acceptance.</b>
E.1	FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)
E.2	FAR 52.246-9, Inspection – Inspection of Research and Development (Short Form) (Apr 1984)
E.3	Inspection, Acceptance and Receiving Report
E.4	Acceptance Criteria
<b>Section F</b>	<b>Deliveries or Performance.</b>
F.1	FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)
F.2	FAR 52.247-34, FOB Destination (Nov 1991)
F.3	Period of Performance
F.4	Place of Performance
F.5	Notice of Delay
<b>Section G</b>	<b>Contract Administration Data.</b>
G.1	Invoice Submission
G.2	Other Direct Costs (ODCs)
G.3	Government Property
G.4	Travel Costs
G.5	Final Payment
<b>Section H</b>	<b>Special Contract Requirements.</b>
H.1	Post-award Evaluation of Contractor Performance
H.2	Advertisements, Publicizing Awards, and News Releases
H.3	Contracting Officer's Authority
H.4	Interpretation of Contract
H.5	Technical Direction
H.6	Acknowledgement, Disclaimer, & Mark (Indicating DHS/S&T Funding)

### PART II – CONTRACT CLAUSES.

<b>Section I</b>	<b>Contract Clauses.</b>
I.1	FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)
I.2	FAR Clauses Incorporated By Reference

**I.3 U. S. Department of Homeland Security Acquisition Regulation (HSAR) Full Text Clauses**

- HSAR 3052.215-70, Key Personnel or Facilities (Dec 2003)
- HSAR 3052.219-70, Small Business Subcontracting Plan Reporting (Jun 2006)
- HSAR 3052.228-70, Insurance (Dec 2003)
- HSAR 3052.231-70, Precontract Costs (Dec 2003)
- HSAR 3052.242-71, Dissemination of Contract Information (Dec 2003)
- HSAR 3052-242-72, Contracting Officer's Technical Representative (Dec 2003)
- HSAR 3052.245-70, Government Property Reports [Deviation] (Aug 2008)

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.**

**Section J List of Attachments.**

- J.1 Statement of Work
- J.2 Individual Subcontracting Plan

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 SUPPLIES/SERVICES.**

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the supplies and services set forth in the Statement of Work (Section J).

**B.2 ESTIMATED COST AND FIXED FEE.**

- a) This is a Cost Plus Fixed Fee (CPFF) – Completion type contract. The total estimated cost of this contract, as contemplated by the FAR Clause 52.232-20, entitled "Limitation of Cost," is \$4,686,364.00.
- b) The fixed fee for this contract, as contemplated by FAR Clause 52.216-8, entitled "Fixed Fee," is \$468,636.00. The fixed fee shall be paid pursuant to the terms of this clause.
- c) The total amount of this contract is \$5,155,000.00.
- d) The total amount allotted to this contract is \$5,155,000.00 (fully funded). It is estimated that this amount is sufficient to cover the entire 24-month period of performance.
- e) Notwithstanding the language contained herein in Section B.2, performance is subject to the limitations set forth in the FAR Clause 52.232-20, Limitation of Cost.

(END OF SECTION B)

**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C.1 STATEMENT OF WORK.**

- a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities (except as may be expressly stated in this contract as furnished by the Government) and do all other things necessary for, or incidental to, performance of the requirements set forth herein.
- b) Work shall be accomplished in accordance with the Statement of Work, included in Section J.

(END OF SECTION C)

**SECTION D - PACKAGING AND MARKING**

**D.1 Packing, Packaging, Marking and Storage of Equipment.**



Unless otherwise specified, all items to be delivered under this contract shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be at the Contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

## **D.2 Markings.**

All supplies or equipment, submitted to the Contracting Officer's Technical Representative (COTR), shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- a) Contract number;
- b) Name and address of the consignor;
- c) Name and address of the consignee;
- d) Government bill of lading number covering the shipment (if any); and
- e) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

(END OF SECTION D)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 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. The full text of Federal Acquisition Regulation (FAR) clauses may be accessed electronically at this address: <http://www.arnet.gov/far>.

### **E.2 FAR 52.246-9, INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (Apr 1984)**

### **E.3 INSPECTION, ACCEPTANCE AND RECEIVING REPORT.**

An inspection, acceptance, and receiving report shall be signed by an authorized Government representative to evidence receipt, inspection and acceptance. The report shall be completed at the place(s) specified in the contract for Government receipt and acceptance. DHS Form 700-21, Material Inspection and Receiving Report, may be used for this purpose. Other forms/formats are acceptable if they contain: (1) Date; (2) Contract Number; (3) Modification Number; (4) Contractor's Name; (5) Date items received or date recurring payment due; (6) Location where items were delivered or contractor's performance; (7) Statement that all the requirements have been inspected, received and accepted by (insert name of authorized Government representative) and meet the terms of the contract except as noted below; (8) List the requirements that were not accepted and/or the deductions made and state the reason why; (9) Total amount of deductions; (10) Signature of authorized Government representative; (11) Title of authorized government representative; and (12) Date signed.

**E.4 ACCEPTANCE CRITERIA.**

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

The Contracting Officer's Technical Representative (COTR) reserves the right to review and approve the final design.

(END OF SECTION E)

**SECTION F - DELIVERIES OR PERFORMANCE.**

**F.1 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. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

**F.2 FAR 52.247-34 FOB DESTINATION (JAN 1991).**

**F.3 PERIOD OF PERFORMANCE.**

The period of performance of this contract shall be from 12 October 2010 through 11 October 2012.

**F.4 PLACE OF PERFORMANCE.**

The place of performance shall be at the contractor's location, as stated in the statement of work; or at other locations as pre-approved by the Contracting Officer's Technical Representative (COTR) in writing.

**F.5 NOTICE OF DELAY.**

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(END OF SECTION F)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE SUBMISSION.**

1) Billing Instructions.

a) Vouchers shall be submitted in accordance with FAR Clause 52.216-7, Allowable Cost and Payment, and must specify, at a minimum, the following information for the billing period:

1. The total cost and fee billed for the current billing period;
2. A breakdown by cost element for the current billing period and the contract to date; and
3. The cumulative cost and fee billed for the contract to date.

b) Supporting documentation for applicable travel and other cost reimbursable ODCs being billed during the billing period shall be maintained at the Contractor's facility for review upon request by the Contractor's cognizant audit agency or the DHS contracting officer and/or contracting officer's technical representative.

c) A completion voucher will be submitted for each funding document/order in accordance with FAR Clause 52.216-7.

d) Travel and ODCs proposed and accepted in the award are considered to be approved. Travel and ODCs not included in the proposal, or changes to proposed travel and ODCs, require pre-approval from the COTR.

The cover or summary page of the invoice shall include a statement similar to the following: "As an authorized corporate official of [name of Contractor], I hereby certify that the above invoiced amount is true and accurate for the period identified herein."

Monthly invoices should include the current and cumulative expenditures to date under the contract.

2) Payment Address.

The payment address for S&T payments is as follows:

Invoices should be e-mailed to: [sat\\_invoice Consolidation@dhs.gov](mailto:sat_invoice Consolidation@dhs.gov).

Invoices can be mailed to:  
U. S. DHS – ICE  
Attn: S&T Directorate  
Burlington Finance Center  
P. O. Box 1000  
Williston, Vermont 05495-1000

**G.2 OTHER DIRECT COSTS (ODCs).**

(a) Other Direct Costs (ODCs), such as consumable materials or supplies, or contractor purchases of property or equipment, may be required under this contract.

- (1) All contractor purchases of consumable materials or supplies, or property or equipment, exceeding \$5,000 required for performance of the work shall be in accordance with Section I clause at FAR 52.244-2, Subcontracts.

(2) All property or equipment purchased as a direct cost to this contract shall become the property of the Government and be marked accordingly. The contractor shall submit copies of the invoices of any equipment purchased as a direct cost to this contract, as well as the equipment serial number, to the Government Contracting Officer when the equipment is purchased.

### **G.3 GOVERNMENT PROPERTY.**

a) The Government may provide property or equipment for use in performance of this contract. This property or equipment shall be used only for the work required under this contract in accordance with FAR Clause 52.245-1, Government Property.

b) The Contractor shall control, protect, preserve, use, maintain, and repair any Government property or equipment provided for, or purchased for, performance under this contract in accordance with sound industrial and business practices and the requirements of this contract.

### **G.4 TRAVEL COSTS.**

a) Travel may be required to support this Statement of Work. Any new travel not proposed and accepted must be approved in advance by the COTR. Travel approval may be documented via e-mail. Contractor travel requests shall include the following: the name of traveler(s), purpose of trip, destination(s), number of travel days, estimated air fare, per diem, estimated car rental (if applicable), and other associated travel costs.

b) The Contractor shall be reimbursed for approved travel costs under this contract, pursuant to the terms of this contract and the Contractor's standard accounting practices. The reimbursement for those costs shall be as follows:

1) Travel subsistence reimbursements will be authorized under the rates and conditions under the Federal Travel Regulation.

2) Per diem will be reimbursed at actual costs, not to exceed the per diem rates set forth in the Federal Travel Regulation, prescribed by General Services Administration ([www.gsa.gov](http://www.gsa.gov)); and when applicable, Standardized Regulations Section 925 – Maximum Travel Per Diem Allowances for Foreign Areas – prescribed by the Department of State.

Travel of more than 12 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the locations of temporary duty assignment. If more than one temporary duty point is involved, the allowance of one-half of the M&IE rate is prescribed for the location where the majority of the time is spent performing official business. The per diem allowance shall not be allowed when the period of official travel is 12 hours or less during the same calendar day.

3) Airfare costs in excess of the lowest customary standard, coach or equivalent airfare offered during normal business hours are unallowable.

4) Receipts for lodging expenses are required and a written receipt is required for any other individual expenditure over \$75.00. The Contractor will maintain these receipts at

its facility for review upon request by the Contractor's cognizant audit agency or the DHS contracting officer and/or contracting officer's technical representative.

- c) Local Travel Costs will not be reimbursed. Local travel costs include, but are not limited to, the following:
- 1) Travel at Government installations where Government transportation is available.
  - 2) Travel performed for personal convenience/errands, including commuting to and from work.
  - 3) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractor's or contractor employee's convenience.
  - 4) Within fifty (50) miles of the individual's assigned duty station.

***Travel to local test sites will be reimbursed.***

## **G.5 FINAL PAYMENT.**

Final payment under this contract requires 1) receipt and acceptance by the Government of all required services and/or supplies; 2) final accounting for and disposition of Government property; 3) the assignment to the Government of any refunds and the release discharging the Government from liabilities per the terms and conditions of the award; and 4) final audit by the cognizant audit agency.

(END OF SECTION G)

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE.**

#### **a) Contractor Performance Evaluations**

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

#### **b) Electronic Access to Contractor Performance Evaluations**

FAR Part 42.15 requires agencies to prepare annual and final evaluations of contractor performance. The U.S. Department of Homeland Security utilizes the Department of Defense

(DoD) Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://www.cpars.csd.disa.mil>.

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

## **H.2 ADVERTISEMENTS, PUBLICIZING AWARDS, AND NEWS RELEASES.**

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

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

## **H.3 CONTRACTING OFFICER'S AUTHORITY.**

The Contracting Officer (CO) 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.

Contracting Officer

U. S. Department of Homeland Security  
Office of Procurement Operations  
Science and Technology Acquisitions Division  
Attn: Duane Schatz  
245 Murray Lane SW  
Building 410  
Washington, DC 20528  
Phone: (b) (6)  
E-mail Address: (b) (6)

## **H.4 INTERPRETATION OF CONTRACT.**

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

#### **H.5 TECHNICAL DIRECTION.**

a) Performance of the work under this award shall be subject to the technical direction of the Contracting Officer's Technical Representative (COTR). The term "technical direction" is defined to include:

- 1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, direct various efforts for statement of work accomplishment;
- 2) Provision of written information to the Contractor which assists in interpretation of drawings, specifications, or technical portions of the work description; and
- 3) Review, and where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

b) Technical direction must be within the scope of work stated in the award. The COTR does not have the authority to, and may not, issue any technical direction which:

- 1) Constitutes an assignment of additional work outside the statement of work;
- 2) Constitutes a change as defined in the clause, entitled "Changes;"
- 3) In any manner causes an increase or decrease in the level of effort, total price, or the time required for contract performance;
- 4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- 5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

All technical directions shall be issued in writing by the applicable COTR.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the applicable COTR in the manner prescribed by this clause and within their authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the applicable COTR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer (CO) in writing within five (5) working days after receipt of any such instruction or direction and shall request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO shall:

- 1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the award; or
- 2) Advise the Contractor within a reasonable time that the Government will issue a written change to the award; or
- 3) Advise the Contractor that the technical direction to which the Contractor has objected is, in fact, outside the scope of the award and should not be acted upon.

A failure of the Contractor and CO to agree as to whether the technical direction is within the scope of the award, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the disputes clause.

#### **H.6 ACKNOWLEDGEMENT, DISCLAIMER, & MARK (INDICATING DHS/S&T FUNDING).**

(a) Acknowledgement. Where acknowledgement has not all ready been accomplished in accordance with the provisions of the "Data Rights" and "Patent Rights" clauses of the contract, the Contractor shall include the following acknowledgement of DHS Science and Technology (S&T) funding on any other information produced under this Contract as follows: "This project is the result of funding provided by the Science and Technology Directorate of the United States Department of Homeland Security under contract number HSHQDC-11-C-00001."

(b) Logo. (1) In addition, the Contractor shall include a logo comprising the DHS Seal accompanied by "U.S. Department of Homeland Security" over "Science and Technology" in accordance with a format, size, font, and resolution to be provided by DHS S&T on any information and on any equipment produced under this Contract.

(2) DHS/S&T reserves the right to alter the design of the logo and, upon notice by the Contracting Officer, Contractor agrees it shall thereafter use only the altered design on information and equipment subject to this clause.

(3) The Contractor shall not use the Official Seal of the Department of Homeland Security other than as required by paragraph (b) of this clause without the prior written approval of the DHS Office of Public Affairs.

(c) Disclaimer. The Contractor shall ensure every publication of material (including internet web pages) based on or developed under this award, contains 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."

(d)(1) Definitions. As used in this clause, "information" means any work fixed in any tangible medium of expression, discussing the work performed under this Contract. The term includes, but is not limited to: reports, news releases, briefings, presentations, articles, manuscripts, brochures, still and motion pictures, speeches, presentations and symposia.

(2) As used in this clause, "equipment" means hardware or devices, including prototypes, or software produced under or developed as a result of this Contract.

(e) Subcontracts. The Contractor shall include the substance of this clause in any subcontract valued in excess of \$25,000 awarded under this contract.

(END OF SECTION H)

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES.**

#### **I.1 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. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

**I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE .**

- FAR 52.202-1, Definitions (Jul 2004)
- FAR 52.203-3, Gratuities (Apr 1984)
- FAR 52.203-5, Covenant Against Contingent Fees (Apr 1984)
- FAR 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006)
- FAR 52.203-7, Anti-Kickback Procedures (Jul 1995)
- FAR 52.203-8, Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
- FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
- FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)
- FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008)
- FAR 52.204-2, Security Requirements (Aug 1996)
- FAR 52.204-4, Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
- FAR 52.204-7, Central Contractor Registration (Apr 2008)
- FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)
- FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
- FAR 52.215-2, Audit and Records – Negotiation (Mar 2009)
- FAR 52.215-8, Order of Precedence – Uniform Contract Format (Oct 1997)
- FAR 52.215-10, Price Reduction for Defective Cost or Pricing Data (Oct 1997)
- FAR 52.215-12, Subcontractor Cost or Pricing Data (Oct 1997)
- FAR 52.215-14, Integrity of Unit Prices (Oct 1997)
- FAR 52.215-15, Pension Adjustments and Asset Reversions (Oct 2004)
- FAR 52.215-17, Waiver of Facilities Capital Cost of Money (Oct 1997)
- FAR 52.215-18, Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
- FAR 52.215-19, Notification of Ownership Changes (Oct 1997)
- FAR 52.215-23, Limitations on Pass-Through Charges (Oct 2009)
- FAR 52.216-7, Allowable Cost and Payment (Dec 2002)
- FAR 52.216-8, Fixed Fee (Mar 1997)
- FAR 52.217-8, Option to Extend Services (Nov 1999) [insert 30 days prior to the date that the final period of performance ends on the contract]
- FAR 52.219-8, Utilization of Small Business Concerns (May 2004)
- FAR 52.219-9, Small Business Subcontracting Plan (Apr 2008)
- FAR 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999)
- FAR 52.222-2, Payment for Overtime Premiums (Jul 1990) [insert “zero” in para. (a)]
- FAR 52.222-3, Convict Labor (Jun 2003)
- FAR 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

- FAR 52.222-26, Equal Opportunity (Mar 2007)
- FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
- FAR 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)
- FAR 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
- FAR 52.222-50, Combating Trafficking in Persons (Aug 2007)
- FAR 52.222-54, Employment Eligibility Verification (Jan 2009)
- FAR 52.222-100, Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 10-03) (Jun 2010)
- FAR 52.223-6, Drug-Free Workplace (May 2001)
- FAR 52.223-14, Toxic Chemical Release Reporting (Aug 2003)
- FAR 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)
- FAR 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
- FAR 52.227-1, Authorization and Consent (Dec 2007) Alt I (Apr 1984)
- FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
- FAR 52.227-3, Patent Indemnity (Apr 1984)
- FAR 52.227-9, Refund of Royalties (Apr 1984)
- FAR 52.227-11, Patent Rights – Ownership by the Contractor (Dec 2007)
- FAR 52.227-16, Additional Data Requirements (Jun 1987)
- FAR 52.227-17, Rights in Data – Special Works (Dec 2007)
- FAR 52.228-7, Insurance – Liability to Third Parties (Mar 1996)
- FAR 52.230-2, Cost Accounting Standards (Oct 2008)
- FAR 52.230-6, Administration of Cost Accounting Standards (Mar 2008)
- FAR 52.232-9, Limitation on Withholding of Payments (Apr 1984)
- FAR 52.232-17, Interest (Oct 2008)
- FAR 52.232-20, Limitation of Cost (Apr 1984)
- FAR 52.232-23, Assignment of Claims (Jan 1986)
- FAR 52.232.-25, Prompt Payment (Oct 2008)
- FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003)
- FAR 52.233-1, Disputes (Jul 2002) Alt I (Dec 1991)
- FAR 52.233-3, Protest after Award (Aug 1996) Alt I (Jun 1985)
- FAR 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)
- FAR 52.242-1, Notice of Intent to Disallow Costs (Apr 1984)
- FAR 52.242-3, Penalties for Unallowable Costs (Mar 2001)
- FAR 52.242-13, Bankruptcy (Jul 1995)
- FAR 52.242-15, Stop Work Order (Aug 1989) Alt I (Apr 1984)
- FAR 52.243-2, Changes – Cost Reimbursement (Aug 1987) Alt V (Apr 1984)
- FAR 52.243-6, Change Order Accounting (Apr 1984)
- FAR 52.243-7, Notification of Changes (Apr 1984) [insert “60” in blanks in para. (b) and para. (d)]
- FAR 52.244-2, Subcontracts (Jun 2007) (Alt I) (Jun 2007)
- FAR 52.244-5, Competition in Subcontracting (Dec 1996)
- FAR 52.244-6, Subcontracts for Commercial Items (Jun 2010) Alt I (Jun 2010)
- FAR 52.245-1, Government Property (Aug 2010)
- FAR 52.245-9, Use and Charges (Aug 2010)
- FAR 52.246-25, Limitation of Liability – Services (Feb 1997)
- FAR 52.247-1, Commercial Bill of Lading Notations (Feb 2006)

FAR 52.249-6, Termination (Cost-Reimbursement) (May 2004)  
FAR 52.249-14, Excusable Delays (Apr 1984)  
FAR 52.251-1, Government Supply Sources (Apr 1984)  
FAR 52.253-1, Computer Generated Forms (Jan 1991)

**I.3 U. S. DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES INCORPORATED IN FULL TEXT.**

**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 or Facilities under this Contract:

Todd Davis

(End of clause)

**HSAR 3052.219-79 Small Business Subcontracting Plan Reporting (Jun 2006)**

a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at [www.acquisition.gov](http://www.acquisition.gov).

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.2 19-9.

(End of clause)

**HSAR 3052.228-70 Insurance (Dec 2003)**

In accordance with the clause entitled "Insurance - Liability to Third Parties" in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

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

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

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

(End of clause)

**HSAR 3052.231-70 Precontract Costs (Dec 2003)**

The Contractor shall be entitled to reimbursement for pre-contract costs incurred on or after 12 October 2010 in an amount not to exceed \$115,100.00 that, if incurred after this contract had been entered into, would have been reimbursable under this contract.

(End of clause)

**HSAR 3052.242-71 Dissemination of Contract Information (Dec 2003).**

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

(End of clause)

**HSAR 3052.242-72 Contracting Officer's Technical Representative (Dec 2003).**

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.

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.

COTR

Name: Patty Wolfhope

Phone No: (b) (6)

E-mail Address: (b) (6)

(End of clause)

**HSAR 3052.245-70 Government Property Reports [Deviation] (Aug 2008)**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

(End of clause)

(END OF SECTION I)

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

- J.1 STATEMENT OF WORK.**
- J.2 INDIVIDUAL SUBCONTRACTING PLAN.**

**Statement of Work for  
Biometric Optical Surveillance System (BOSS) at Stand-off Distance  
Broad Agency Announcement (BAA) No. 10-01**

**U.S. Department of Homeland Security  
Science and Technology Directorate  
Human Factors/Behavioral Sciences Division  
PR RSHF-10-00056**

**I. Background**

The Department of Homeland Security (DHS) recognizes the need for commercially available 3D biometric facial imaging systems that effectively collect data samples from subjects under a variety of circumstances. The DHS is responsible for the biometric identification of persons to determine if persons entering areas are currently on federal watch lists. To accomplish this task, DHS components require the ability to positively identify/screen individuals in a secure, efficient, accurate, and timely manner. This ability encompasses the collection, storage, transmission, and receipt of biometric and biographic data to support the component missions. The resulting capability will be portable and operable in a wide variety of areas and conditions (i.e. day/night, arid/humid climates, hot/cold temperature extremes).

The output from these acquisition devices must be usable for searches of large-scale biometric databases (1 to many) and/or verification against a previously taken biometric sample (1 to 1).

**II. Scope of Work**

The Statement of Work (SOW) in the contractor's revised proposal titled "Biometric Optical Surveillance System (BOSS) at Stand-off Distance", dated 15 September 2010, is incorporated by reference and is in full force and effect. The following provides a summary of the scope of work described in the proposal. DHS will give technical direction at various design decision points throughout the contract.

The scope of this work will encompass research, development, test and evaluation of a 3D facial optical surveillance system that will enable multi-subject identification at a distance using a smart optical sensor augmented with range measurement, infrared acquisition (IR), and mobility for image acquisition and a fast compute engine for image processing and matching. The distance goal of the 3D Face system will be 100 meters.

This effort will require a hardware (HW) and software (SW) configuration development.

1

Distribution is authorized to U.S. Government agencies only. Contains information that may be exempt from public release under the Freedom of Information Act. Before this SOW is released to the public, approval is required by the Department of Homeland Security Directorate of Science and Technology.

The HW will be developed as a pair of 'smart sensor' robotic camera structures to acquire and transmit the biometric data. Additionally, the contractor will provide a remote processing computer system connected via wireless network to the 'smart sensor' units for creating and matching biometric signatures.

The SW will be developed and improved as a scalable identification software system residing on the HW and also as a stand-alone software application using the single image approach, which takes as input a stereo pair of images from the HW and/or a single image from the HW or other external source. The SW will generate and identify a human subject 3-Dimensional facial biometric signature at stand-off distances up to 100 meters.

The contractor will conduct up to 8 quarterly tests of the 3D system. Up to 6 of these are to be controlled characterization tests (2-Day), the 7th is to assess 3D facial recognition technology, and the 8th is a controlled test (2-Day) followed by a live event field trial (1-Day). The contractor will prepare test plan/procedures for each test and a report for the results of each test. The contractor will apply for Institutional Review Board (IRB) approval for collection of human biometrics samples. The contractor will train operational users on how to use the 3D system and the operational users will run the 8<sup>th</sup> live test. The contractor will conduct and fully support the quarterly tests at Pacific Northwest National Laboratories (PNNL).

### **Deliverables**

- Hardware Configuration Items - HWCI
  - 2 BOSS systems consisting of:
    - (quantity 1) Complete System with refined form factor and ergonomics with all capability developed within contractor site. the system will undergo testing during the final stages of the period of performance and will partake in final testing.
    - (quantity 1) Testing System, with same capability as the Complete System, for residence at testing facilities selected by DHS. This system will be used to test the BOSS system developments at quarterly intervals. It is also subject to upgrades to coincide with the Complete System's developments.
- Software Configuration Item – SWCI
  - Including Electronic Source Code
- Monthly cost and performance reports
- IRB Approval Letter
- Quarterly Interim Process Reviews (IPRs)
- Concept of Operations Report
- System Acceptance Test Plan
- System and Pilot Project Test Results Reports

- Plans and reports in the conduct of 8 quarterly tests
- Database of not less than 1000 subjects to be delivered to NIST

### III. Other Contract Details

A. **Period of Performance.** The period of performance for this SOW will be from 12 October 2010 through 11 October 2012. DHS S&T may give subsequent extension notices to the contractor in writing for further performance in accordance with the terms of the contract.

B. **Travel.** Travel will be required in the performance of this SOW. The DHS S&T Technical Representative must approve all travel that is not included in the proposal. All travel costs associated with the execution of the tasks indicated in this SOW shall be reimbursed in accordance with the limits set forth in the Federal Travel Regulations, provided the performer provides appropriate supporting documentation.

C. **DHS-Furnished Information.** The DHS S&T Technical Representative identified in this SOW shall be the point of contact (POC) for identification of any required information to be supplied by DHS S&T.

D. **DHS-Furnished Facilities, Supplies, and Services.** If work at DHS-provided facilities is necessary for the services being performed under this SOW, such facilities shall be provided at S&T's office in Washington, D.C. Parking facilities are not provided, however several commercial parking facilities are located near S&T's office.

E. **Place of Performance.** It is anticipated that the work done under this SOW will be performed at the contractor's site and the demonstration area in Washington State.

F. **DHS-Furnished Property.** DHS S&T property shall not be provided to the contractor unless otherwise agreed in a modification to the contract. In such instances, DHS S&T shall maintain property records.

Before purchasing any individual item equal to or exceeding \$5,000 that is required to support technical tasks performed pursuant to this SOW, the contractor shall obtain the DHS S&T Contracting Officer's prior written consent. If the DHS S&T Contracting Officer consents to such purchase, such item shall become the property of DHS S&T. The contractor shall maintain any such items according to currently existing property accountability procedures. The DHS S&T Contracting Officer shall determine the final disposition of any such items and provide disposition instructions in writing to the contractor.

G. **Deliverables.** The contractor shall provide all deliverables identified in this SOW directly to the DHS S&T Technical Representative.



H. **Program Status Report.** The contractor shall deliver a monthly program status report to the DHS S&T Technical Representative, DHS S&T Contracting Officer, and DHS S&T Financial Analyst containing metrics pertaining to financial, schedule, and scope information, risk information, and performance assessment information of all work performed hereunder.

I. **Funding Requirements.** DHS S&T will provide funding to the contractor in accordance with DHS's appropriations and available funds.

J. **Security Requirements.** All work performed under this SOW is unclassified unless otherwise specified by DHS.

#### **IV. Points of Contact**

Contractor POCs are as follows:

- **Technical Representative**  
Todd Davis  
EWA Government Systems, Inc.  
2413 Nashville Road, Suite 126  
Bowling Green, KY 42101-4101  
Phone: (b) (6)  
Email: (b) (6)
  
- **Administrative Representative**  
Krista Sharma  
EWA Government Systems, Inc.  
13871 Park Center Road  
Herndon, VA 20171-3251  
Phone: (b) (6)  
Email: (b) (6)

The contractor may change the individuals designated as a POC upon notice to DHS S&T of such change.

The DHS POCs are as follows:

- **S&T Technical Representative**  
Patricia Wolfhope, Program Manager  
Department of Homeland Security  
Science and Technology Directorate

Phone: (b) (6)

Email: (b) (6)

- S&T Financial Analyst  
Michael Kim  
Contractor in support of  
Department of Homeland Security  
Science and Technology Directorate  
Phone: (b) (6)  
Email: (b) (6)

DIIS S&T may change the individuals designated as a POC upon notice to the contractor of such change.

**INDIVIDUAL SUBCONTRACTING PLAN  
(EWAGSI-SBP-09-21-10)  
DEPARTMENT OF HOMELAND SECURITY  
for the utilization of**

**SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), WOMAN-OWNED SMALL BUSINESS (WOSB), HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND MINORITY INSTITUTIONS (HBCU/MI), CERTAIN SMALL BUSINESS CONCERNS LOCATED IN "HISTORICALLY UNDERUTILIZED BUSINESS ZONES"(HUBZone), VETERAN-OWNED SMALL BUSINESS (VOSB), AND SERVICE DISABLED-VETERAN OWNED SMALL BUSINESS (SDVOSB).**

submitted by

EWA GOVERNMENT SYSTEMS, INC.  
13873 Park Center Road, 5<sup>th</sup> Floor  
Herndon, VA 20171

to

Mr. Duane Schatz  
Department of Homeland Security  
Science & Technology Acquisition Division  
245 Murray Lane SW, MS 2100  
Washington, D.C. 20528-2100  
E-mail: (b) (6)

For the Period  
Date of Award through 24 months

PREPARED BY:

(b) (6)

Janice Cross  
Small Business Liaison Officer

9/22/10  
Date

APPROVED BY:

(b) (6)

Kim Thomas  
Vice President, Contracts

9/22/10  
Date

## TABLE OF CONTENTS

1.0	Introduction	Page 1
2.0	Definitions	Page 1
3.0	Subcontracting Goals	Page 2
	<i>Subcontract Goal Submittal Form</i>	Page 3
4.0	Description of Principle Types of Supplies	Page 3
5.0	Method Used to Develop Subcontracting Goals	Page 3
6.0	Method Used to Identify Potential Sources	Page 4
7.0	Indirect Costs	Page 4
8.0	Subcontracting Plan Administrator	Page 5
9.0	Encouraging Small Business Participation	Page 6
10.0	Clause Inclusion and Flowdown	Page 7
11.0	Data Collection, Records and Reporting	Page 7
12.0	Good Faith Effort	Page 8

## SMALL BUSINESS MASTER SUBCONTRACTING PLAN

Pursuant to Public Laws, 99-001 Section 1207, 100-180 Section 806, 102-484, FAR Subpart 19.7 and FAR 52.219: this Plan is submitted for the consideration of:

**Department of Homeland Security**

by

**EWA Government Systems, Inc. (EWA GSI)**

This Plan will be in effect for the period from date of contract award through job completion and covers all the offeror's planned subcontracting on a company-wide basis.

### **1.0 INTRODUCTION**

The following "Plan" is in accordance with the referenced Public Laws and Far 19.702 and is implemented when required in bidding on United States Government contracts or modifications at the \$550,000 threshold (\$1,000,000.00 for construction), except small businesses. The "Subcontract Plan" is submitted as a part of the bid procedure and prior to the contract award.  
(Rev. 6/2007)

### **2.0 DEFINITIONS**

*As per FAR 52.219.9, "Master plan"* means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved

*"Subcontract"* means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract

*"Concern"*, as used in this Plan, means any business entity organized for profit with a place of business in the United States and which make a significant contribution to the U.S. economy through payment of taxes and/or use of American products, material, and/or labor, etc. *"Concern"* includes but is not limited to an individual, partnership, corporation, joint venture, association or cooperative.

*"Historically Underutilized Business Zone (HUBZone) small business concern"*, as used in this plan, means a small business concern that has been qualified and certified by the SBA and is included on the SBA's List of Qualified HUBZone Small Business Concerns on the SBA's website.

*"Service Disabled Veteran Owned Small Business (SDVOSB)"* means a small business concern not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans, and the management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such a veteran.

*"Small business concern (SB)"* means a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding on government contracts, and qualifies as a small business under the criteria and size standards in 13 CFR part 121 (see FAR 19.102).

*"Small disadvantaged business concern (SDB)"* means a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that its management and daily business is controlled by one or more such individuals. This term, using the 51 percent criteria, also applies to Native American tribes and/or Native Hawaiian Organizations.

*"Small business subcontractor"* means any concern that (a) in connection with subcontracts of \$10,000 or less if, including its affiliates, its number of employees does not exceed 500 persons; and (b) in connection with subcontracts exceeding \$10,000, if its number of employees or average annual receipts, including its affiliates, does not exceed the size standards under FAR 19.102 for the product or service it is providing on the subcontract.

*"Subcontract"*, as used in this Plan, means any agreement (non-employer-employee) entered into by EWA GSI or an EWA GSI subcontractor calling for supplies and/or services required for contract performance, contract modification, or subcontract.

*"Women Owned Small Business concern (WOB)"* means a small business concern which (a) is at least 51 percent owned by one or more women; or, in the case of publicly owned business, at least 51 percent of the stock of which is owned by one or more women and (b) whose management and daily business operation is controlled by one or more women.

*"Veteran Owned Small Business (VOSB)"* means a small business concern not less than 51 percent of which is owned by one or more veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans and, the management and daily business operations of which are controlled by one or more veterans.

### **3.0 SUBCONTRACTING GOALS**

*Reference Far 52.219-9 (d) (1).* The goals of this Plan are expressed in terms of percentages for Small Business, Small Disadvantaged Business, Women-Owned Small Business, IIUBZone Small Business and Veteran Owned/Service-Disabled Veteran Small Business concerns, as a ratio of EWA GSI's total anticipated subcontracting on an annual basis.

What constitutes "Best Effort" under the VO small business category will depend on unique circumstances for each solicitation; however, at a minimum, the goal for the VO category must equal the goal for the VOSD category.

<b>EWA Government Systems, Inc.</b>		
Small / Small Disadvantaged / Women-Owned / HUBZone / Veteran Owned / Service Disabled Veteran Owned Small Business Concerns		
Subcontract Goal Submittal Form		
Contract Goals for Public Law 95-507, as amended		
Proposal Number:	(b) (3) (A), (b) (3) (B)	
BAA Number:	BAA 10-01-F038	
Program Name:	Biometric Optimal Surveillance System (BOSS) At Stand-Off Distance	
EWA Plan Number:	EWAGSI-ISBP-09-21-10	
1a) Total Estimated Contract Value:	\$5,154,999	
1b) Total Proposed Subcontracting Dollars:	\$2,856,841	
2) <b>Goal:</b>	<u>Dollars</u>	<u>Percent</u>
Large Business	\$2,739,104	96%
Small Business (SB)	\$117,737	04%
Small Disadvantaged Business (SDB)	\$0	0%
<i>Historically Black Colleges and Universities (HBCU/MI) and Minority Institutions.</i>	\$0	0%
Women-Owned Small Business (WOSB)	\$0	0%
HUBZone Small Business (HUBZoneSB)	\$0	0%
Veteran Owned Small Business (VOSB)	\$0	0%
Service-Disabled Veteran Owned (SDVOSB)	\$0	0%

#### **4.0 DESCRIPTION OF PRINCIPLE TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED**

On this effort, EWA GSI will utilize the University of Louisville under the large business category for engineering and technical support during this program. In addition, EWA GSI has included vendors and contractors supplying material in support of the contractual requirements in both large and small categories. We offer an opportunity for the small business concern to thrive in a business environment similar to which we base our growth. Additionally, we are able to foster the relationship, provide guidance, and pursue opportunities to further our subcontracting relationship.

#### **5.0 METHOD USED TO DEVELOP SUBCONTRACTING GOALS**

EWA GSI actively maintains relationships with several business concerns in support of the goals of this Plan. It has been the standard practice of EWA GSI to seek out teaming and subcontracting arrangements with these and other small businesses whenever reasonably possible and practicable. The goals identified are based on our past successes in working with small businesses and our commitment to support the intent of the Subcontracting Program. Criteria considered in the review process included, but not limited to:

- Review of the solicitation statement of work
- Identification of the requirement for goods and services
- Identification of the potential to subcontract for goods and services
- Identification of potential suppliers

## **6.0 METHOD USED TO IDENTIFY POTENTIAL SOURCES**

The methods used to identify potential sources for solicitation purposes are further described below and in the sections describing the duties of the FWA GSI Small Business Liaison Officer.

**Resources have been identified.** The SBA Commercial Market Representative, DoD Regional Councils for Small Business Education and Advocacy, the CCR, SBA TechNet, National Minority Purchasing Council Vendor Information Service, Office of the Minority Business Data Center in the Department of Commerce and SADBUs are organizations and systems available as resources.

**Source lists have been developed.** These lists are made available through the Small Business Liaison Officer. Small Business information is maintained by technical specialty and type of small business. The source lists were developed by conducting research on the SBA website, participation in trade shows, seminars, workshops, and mentor protégé programs targeting small businesses and by establishing relationships with organizations which directly support the development of small businesses (e.g., George Mason University, PTAP program and Minority Online Information Services "MOLIS").

## **7.0 INDIRECT COSTS**

Indirect and overhead costs are not included in this subcontracting plan.



## **8.0 SUBCONTRACTING PLAN ADMINISTRATOR**

The following Small Business Liaison Officer is responsible for the management and administration of the EWA GSI subcontracting program:

**Mrs. Janice Cross**  
Contracts Administrator  
EWA Government Systems, Inc.  
13873 Park Center Road, 5<sup>th</sup> Floor  
Herndon, Virginia 20171  
Phone (b) (6)  
Facsimile  
E-Mail

**Duties:** The Small Business Liaison Officer's general overall responsibility for the subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. SBLO will also insure incorporation of Item 10.0 below on individual plans. These duties may include, but are not limited to the following activities.

- (a) Establish percentage goals with the Contracts Administrator on each subject contract for:
- Small Business Concerns (SB).
  - Small Disadvantaged Business (SDB).
  - HUBZone Small Business (HSB).
  - Women Owned Small Business Concerns (WOSB).
  - Veteran Owned Small Business (VOSB); and
  - Service Disabled-Veteran Owned Small Business (SDVOSB) Concerns
- (b) Review EWA GSI solicitation terms and conditions to ensure they are sufficiently written to attract maximum responses from these concerns.
- (c) Facilitate the development and promotion of corporate-wide policy initiatives that demonstrate support for awarding contracts and subcontracts to subject concerns.
- (d) Oversee the establishment and maintenance of contract and subcontract award records to subject concerns and consolidation of such award data within a tracking system.
- (e) Monitor progress toward attaining the goals of the plan and implement appropriate adjustments and management actions to facilitate remedial actions to promote attainment of goals.
- (f) Ensure corporate representation at Small Business Opportunity Workshops, Minority Business Enterprise Seminars, trade fairs, procurement conferences, and other similar conferences.

## 9.0 ENCOURAGING SMALL BUSINESS PARTICIPATION

Small business concerns shall be afforded a reasonable opportunity to compete for all subcontracts in support of government prime contracts and in support of corporate needs for the daily operation of EWA GSI on an ongoing basis. This shall be supported to the extent that these business concerns can provide goods and services consistent with the interest of EWA GSI and the government.

- (a) EWA GSI will develop, maintain, and have on file for Buyers a Small Business Vendor List and database identifying small business concerns.
- (b) The Small Business Liaison Officer will review and verify eligibility of suggested small business concerns. Sources include:
- United States Small Business Administration Regional Office and the CCR *(Rev 6/2007)*
  - Association of Purchasing Management - Minority Committee
  - Association of Commerce - Minority Purchasing Council
  - Directories received or subscribed
- (c) The Contracts Administrator, with the Small Business Liaison Officer, shall provide a competitive opportunity for these concerns to qualify for, and earn, a share of the current and long-term subcontracts.
- (d) The Contracts Administrator, with the Small Business Liaison Officer, will fairly evaluate offers received from subject concerns using criteria including, but not limited to, the following:
- quality levels for the goods or services;
  - price competitiveness;
  - delivery methods, timing and costs;
  - service and support reputation and performance; and
  - past performance.
- (e) The Contracts Administrator, with the Small Business Liaison Officer shall assess the availability of subject small business concerns through public information resources and minority outreach efforts to include, but not limited to, the following:
- Attendance at small and minority business conferences and trade shows.
  - Utilize the offices of the Small Business Administration, the CCR, and Tech-Net systems, and the Business Development Offices of respective agencies to assess the availability of subject concerns. *(Rev. 6/2007)*
  - Contacting minority and small business trade associations.
  - Contacting commercial business development organizations.
  - Utilize newspapers and magazine ads to encourage new sources.
  - Make available corporate facilities and resources as appropriate.

In addition to the above, EWA GSI shall:

- (a) Provide for timely payments to subcontractors. EWA GSI Subcontract agreements state payment will be made within (5) days of receipt of payment by Prime Contractor unless otherwise stated in a specific subcontract.
- (b) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as a Small Business concern.
- (c) Ensure that subcontractors agree to submit Individual Subcontracting Reports and Summary Reports through the eSRS website.

#### **10.0 CLAUSE INCLUSION AND FLOWDOWN**

Under FAR 52.219-9(d) EWA GSI ensures that it will include the clause FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities. EWA GSI will also require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of FAR 52.219-9 (A.I.T II), "Small Business Subcontracting Plan".

EWA GSI agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small business, including all classifications and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Individual Subcontracting Reports and Summary Subcontracting Reports through the eSRS website [www.esrs.gov](http://www.esrs.gov).

#### **11.0 DATA COLLECTION, RECORDS AND REPORTING**

To achieve the goals of this Plan, it is necessary to implement and maintain data collection requirements in order to measure the extent of participation by the subcontractor concerns under this Plan. The following activities are intended to support this effort.

- (a) Each prospective subcontractor shall be required to *submit written representation and certification of small business status*.
- (b) EWA GSI will accurately *measure the extent of participation* by these concerns in terms of total value of government contracts in relation to total value of subcontracts under this Plan.
- (c) EWA GSI as a form of record keeping will *maintain a database of subcontractors* to include the business size representation, type of business concern, and subcontract dollars awarded.
- (d) EWA GSI will *submit periodic reports when requested by the government to allow evaluation of the Plan compliance*.

- (e) EWA GSI will *cooperate with any studies or surveys*, when requested, by the government relative to this Plan.
- (f) The Small Business Liaison Officer *shall document its good faith efforts of encouragement and outreach* to subject small business concerns via the following record-keeping process:
  - (i) Utilization of the CCR and Tech-Net. (Rev. 6/2007)
  - (ii) Listing of sources guides and other identification media.
  - (iii) Number and type of organizations contacted in an effort to locate small business concerns.
  - (iv) Listing, on an individual contract basis, each subcontract solicitation resulting in an award of more than \$100,000, indicating whether or not Small, Small Disadvantaged, Women owned, HUB Zone, Veteran owned business concerns, and Service Disabled Veteran owned business concerns were solicited, *and if not, why*.
- h) The Small Business Liaison Officer shall facilitate *the filing of records to document and demonstrate support through publication of internal guidance and encouragement provided to technical managers* through (i) internal correspondence, workshops, seminars, and training programs; and (ii) monitoring of activities to evaluate compliance.
- i) *A log of all purchase orders* is maintained to include:
  - i) Purchase Order Number
  - ii) vendor name, city and state shown on purchase order
  - iii) name of product; and
  - iv) total dollar value.
- j) *Copies of quotation* requests issued to subject small business concerns.
- k) *Copies of purchase orders* issued on subject contracts.
- l) A record of the individual buyer's or Liaison Officer's *small business minorities interviews and on site visits, to performance to evaluate compliance*.

## **12.0 GOOD FAITH EFFORT**

This Subcontracting Plan reflects EWA GSI's corporate commitment to support the government's initiatives and P.L. 95-507, by providing the maximum practicable opportunities for subcontracting with small business concerns by providing an equitable opportunity to compete for EWA GSI subcontracts. It is intended that this Plan demonstrate awareness and support for the maximum utilization of Small, Small Disadvantaged, Women-owned, HUBZone, Veteran-Owned small business concerns and Service Disabled Veteran owned business concerns as subcontractors for government contracts. EWA GSI supports this effort as matter of national interest with both social and economic benefits. EWA GSI fully appreciates that when a contractor fails to make a good faith effort to comply with a subcontracting plan, these social and economic objectives are not being fully achieved and in accordance with 15 USC 637 (d) (4)(F), liquidated damages may be assessed against the contractor.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. FO0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RSHF-12-00080	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisitions 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 Acquisitions 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) EWA GOVERNMENT SYSTEMS INC ATTN KATHRYN VONHOENE 13873 PARK CENTER ROAD HERNDON VA 201713223		9A. AMENDMENT OF SOLICITATION NO. (X)	9B. DATED (SEE ITEM 11)
CODE 1031975830000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-11-C-00001	10B. DATED (SEE ITEM 13) 11/09/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
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 48.103(d).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR Clause 52.243-2 Changes-Cost Reimbursement. (ALP V)
	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/order/contract subject matter where feasible.)

DUNS Number: 103197583+0000  
 Division: Human Factors  
 Program: Non-Cooperative Biometrics  
 Project: Biometrics Optical Surveillance System (BOSS)  
 Performer: EWA Government Systems, Inc.  
 Program Manager: Patricia Wolfhope (b) (6)  
 Lead Support Staff: Ryan Bednar (b) (6)

The purpose of this modification is to extend the period of performance at no additional cost. Accordingly, the contract is modified as follows:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print) Kathryn VonHoene - Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Duane Schatz
(b) (6) _____ (Signature of person authorized to sign)	16C. DATE SIGNED 09/21/12
16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)	16D. DATE SIGNED 9/21/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSHQDC-11-C-00001/P00001

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
EWA GOVERNMENT SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Under Section F Deliveries or Performance, paragraph F.3 entitled Period of Performance is changed to read: The period of performance of this contract shall be from 12 October 2010 through 16 November 2012.</p> <p>The contract ceiling remains unchanged and is as follows:</p> <p>Estimated Cost: \$4,686,364.00 Fixed Fee: \$468,636.00 Total CPFF: \$5,155,000.00</p> <p>The total obligated amount remains unchanged at \$5,155,000.00.</p> <p>Except as modified herein, all other terms and conditions remain in full force and effect. AAP Number: N/A DO/DPAS Rating: NONE Period of Performance: 10/12/2010 to 11/16/2012</p>				