

2. CONTRACT (Proc. Inst. Ident.) NO. ESHQDC-09-C-00135 3. EFFECTIVE DATE See Block 20C 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSEN-09-00104

5. ISSUED BY CODE DHS/OPO/S&T/EXBORD 6. ADMINISTERED BY (If other than Item 5) CODE DHS/OPO/S&T/EXBORD
 U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)
 JOHNS HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY LLC
 11100 JOHNS HOPKINS ROAD
 LAUREL MD 207236099

8. DELIVERY FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
 Net 30

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

CODE 0405494610000 FACILITY CODE

11. SHIP TO/MARK FOR CODE DHS 12. PAYMENT WILL BE MADE BY CODE DHS-S&T-INV
 Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528
 DHS ICE Burlington Finance Center PO BOX 1000 Attn: S&T Division Williston VT 05495-1000

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) () 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|-------------------------------|------------------------|---------------|-----------|-----------------|--------------|
| Continued | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$972,500.00 |

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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 consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) WJ LANGHOUSCK

19B. NAME OF CONTRACTOR JOHNS HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY LLC

19C. DATE SIGNED 9/29/09

20A. NAME OF CONTRACTING OFFICER Joseph F. Wolfinger

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED 9-30-2009

BY [Signature] (Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

JOHNS HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY LLC THE

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001 | <p>DUNS Number: 040549461+0000 Division: Explosives PPA: Explosives Thrust: Counter IED Program: VBIED Detection - Transition Projects Project: Technical Evaluation for Whole Body Imager and Vehicle Borne Improvised Explosive Devices Detection Systems Performer: The John Hopkins University Applied Physics Laboratory (JHU/APL) Appropriation Year: FY09 (9X Funds) Budget Authority: No-Year R&D Funds Project Manager: Mike Shepard Lead Support Staff: Anna Tedeschi</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) No. 09-05. Work will be conducted in accordance with the attached Terms and Conditions (20 pages) and Statement of Work (SOW) (10 pages) entitled "Technical Evaluation for Whole Body Imager and Vehicle Borne Improvised Explosive Devices Detection Systems".</p> <p>Base Period (Tasks 1.1, 1.2, 1.3, 2.1, 2.2, 2.3) Cost: \$914,127.00 Fee: \$58,373.00 CPFF: \$972,500.00</p> <p>Optional Task 1.4 Cost: \$457,541.00 Fee: \$28,959.00 CPFF: \$486,500.00</p> <p>Optional Task 2.4 Cost: \$456,597.00 Fee: \$29,403.00 CPFF: \$486,000.00</p> <p>Total Cost: \$1,828,265.00 Fee: \$116,735.00 CPFF: \$1,945,000.00 Delivery: 365 Days After Award FOB: Destination</p> <p>Base Period (12 months) Continued ...</p> | | | | 972,500.00 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

JOHNS HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY LLC THE

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Obligated Amount: \$972,500.00 Accounting Info: NONE000-000-9X-33-06-03-006-01-00-0000-00-00-00-00 -GE-OE-25-50-000000 Funded: \$486,542.00 Accounting Info: NONE000-000-9X-33-06-03-007-01-00-0000-00-00-00-00 -GE-OE-25-50-000000 Funded: \$485,958.00 | | | | |
| 0002 | Optional Task 1.4 (12 months) Amount: \$486,500.00 (Option Line Item) | | | | 0.00 |
| 0003 | Optional Task 2.4 (12 months) Amount: \$486,000.00 (Option Line Item) | | | | 0.00 |
| | The total amount of award: \$1,945,000.00. The obligation for this award is shown in box 15G. | | | | |

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

Section J List of Attachments.

J.1 Statement of Work

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 \$914,127.00.
- b) The fixed fee for this contract, as contemplated by FAR Clause 52.216-8, entitled "Fixed Fee," is \$58,373.00. The fixed fee shall be paid pursuant to the terms of this clause.
- c) The total amount of this contract is \$972,500.00.
- d) The total amount allotted to this contract is \$972,500.00 (fully funded). It is estimated that this amount is sufficient to cover the entire base period of performance (Tasks 1.1, 1.2, 1.3, 2.1, 2.2, and 2.3).
- 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 in 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 the responsibility of the Contractor. 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.

(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 base period of performance of this contract shall be for 12 months from date of award. There will be two additional optional tasks that will be for 12 months from date of each option exercise. The two additional optional tasks could run concurrently. Pursuant to the terms of this contract, the Government has the discretion to extend the period of performance by exercising none, one or both of the optional tasks.

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 current billing period and the contract to date.

b) Supporting documentation shall be provided (receipts) for applicable travel and other cost reimbursable ODCs being billed during the billing period, when requested.

c) 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.

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).

All property or equipment exceeding \$5,000 purchased as a direct cost to this contract shall become the property of the Government and be marked accordingly. The Johns Hopkins University Applied Physics Laboratory 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 (Alt II), 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.

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: Joseph F. Wolfinger
245 Murray Lane SW
Building 410
Washington, DC 20528
Phone: 202-254-6627
Fax: 202-254-5391
E-mail Address: joseph.wolfinger1@dhs.gov

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 INTELLECTUAL PROPERTY.

The Johns Hopkins University Applied Physics Laboratory has no claims of proprietary rights in pre-existing data, if any, to be delivered under this contract and has no technical data or computer software to identify and assert that will be furnished to the Government with restrictions on access, use, modification, reproduction, release, performance, display, or disclosure.

H.7 RELEASE OF INFORMATION.

The Contractor shall closely coordinate with the DHS COTR regarding any proposed scientific, technical or professional publication of the results of the work performed or any data developed under this contract. The Contractor shall provide the DHS COTR an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under this contract at least 45 days prior to publication. The DHS COTR will review the proposed publication and provide comments. A response shall be provided to the Contractor within 45 days; otherwise, the Contractor may assume that the DHS COTR has no comments. The Contractor agrees to address any concerns or issues identified by the DHS COTR prior to publication.

(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 52.203-7, 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 2007)

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 52.204-9, Personal Identity Verification of Contractor Personnel (Sep 2007)

FAR 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation (Jul 2009)

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 (Jun 1999)

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 52.215-16, Facilities Capital Cost of Money (Jun 2003)

FAR 52.215-19, Notification of Ownership Changes (Oct 1997)

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]

FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000) [insert "1 day" and "60" in respective blanks in para. (a) and "2 years" in para. (c)]

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 52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)

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 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003)

FAR 52.223-6, Drug-Free Workplace (May 2001)

FAR 52.223-11, Ozone-Depleting Substances (May 2001)

FAR 52.223-14, Toxic Chemical Release Reporting (Aug 2003)

FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)

FAR 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006)

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 52.227-9, Refund of Royalties (Apr 1984)
 FAR 52.227-11, Patent Rights – Ownership by the Contractor (Dec 2007)
 FAR 52.227-16, Additional Data Rights (Jun 1987)
 FAR 52.227-19, Commercial Computer Software – Restricted Rights (Dec 2007)
 FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)
 FAR 52.228-7, Insurance – Liability to Third Parties (Mar 1996)
 FAR 52.230-2, Cost Accounting Standards (Apr 1998)
 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 (Jun 1996)
 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 2003)
 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 (Oct 2004)
 FAR 52.237-3, Continuity of Services (Jan 1991)
 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 52.243-7, Notification of Changes (Apr 1984) [insert 60 days]
 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 (Mar 2007)
 FAR 52.245-1, Government Property (Jun 2007) (Alt II) (Jun 2007)
 FAR 52.245-9, Use and Charges (Jun 2007)
 FAR 52.246-25, Limitation of Liability – Services (Feb 1997)
 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 FAR CLAUSES IN FULL TEXT

FAR 52.227-14 Rights in Data – General (Alt II, Alt III, and Alt IV) (DEC 2007)

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

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”— (1) *Means* (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas,

and related material that would enable the computer program to be produced, created, or compiled. (2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in— (i) Data first produced in the performance of this contract; (ii) Form, fit, and function data delivered under this contract; (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to— (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause; (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause; (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f)

of this clause; and (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*—(1) *Data first produced in the performance of the contract.* Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor— (i) Identifies the data; and (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except— (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations); (2) As expressly set forth in this contract; or (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings. (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings; (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions. (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether

or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor— (i) Identifies the data to which the omitted notice is to be applied; (ii) Demonstrates that the omission of the notice was inadvertent; (iii) Establishes that the proposed notice is authorized; and (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may— (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or (ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall— (i) Identify the data being withheld; and (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the

Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: (i) Use (except for manufacture) by support service contractors; (ii) Evaluation by nongovernment evaluators; (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part; (iv) Emergency repair or overhaul work; and (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following shortform notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.4 U. S. DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES INCORPORATED IN FULL TEXT.

HSAR 3052.209-72 Organizational Conflict of Interest (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is discussed in Subtask 2.2 in the Statement of Work (SOW), where Johns Hopkins University Applied Physics Laboratory (JHU/APL) personnel will be reviewing responses to RFI-CIED-09-00002 "Development of Laser-based Technologies for Standoff Detection of Explosives" in Subtask 2.1 of the SOW.

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

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

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

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

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

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

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

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

(End of provision)

HSAR 3052.209-73 Limitation of Future Contracting (JUN 2006)

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

(b) The nature of this conflict is discussed in Subtask 2.2 in the Statement of Work (SOW), where Johns Hopkins University Applied Physics Laboratory (JHU/APL) personnel will be reviewing responses to RFI-CIED-09-00002 "Development of Laser-based Technologies for Standoff Detection of Explosives" in Subtask 2.1 of the SOW.

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

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

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

(End of clause)

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:

David Bogdan

Emily Stoll

(End of clause)

HSAR 3052.219-70 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.esrs.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 3052.242-72 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: Mike Shepard
Phone No: 202-254-5325
E-mail Address: mike.shepard@dhs.gov

(End of clause)

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

The Contractor shall prepare a report of Government property in its possession and the possession of its subcontractors, when and in a format prescribed by the Contracting Officer.

(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.

**Statement of Work for
Technical Evaluation for Whole Body Imager and Vehicle Borne
Improvised Explosive Devices Detection Systems**

**Directorate of Science and Technology
U.S. Department of Homeland Security
Explosives Division**

PR No. RSEN-09-00104

I. Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The DHS Directorate of Science and Technology (S&T) is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. DHS S&T is committed to protecting the homeland, its infrastructure, and citizens from threats including those presented by Improvised Explosive Devices (IEDs). The Counter-IED (C-IED) program at DHS S&T is accomplishing this by developing technologies that aid in the detection of IEDs and their explosive components. DHS S&T customers need a greater capability than what is currently available for detecting IEDs on people and within vehicles, whether at checkpoints or in standoff applications. This is especially relevant at high volume public areas and entrances to important infrastructure. The Johns Hopkins University Applied Physics Laboratory (JHU/APL) supports this effort through the Technical Evaluation of Person-Borne Improvised Explosive Device (PBIED) Detection Systems and Vehicle-Borne Improvised Explosives Device (VBIED) Detection Systems execution plan.

Several commercial products exist, and research continues to develop new devices, that can detect and/or identify explosives worn on a terrorist's person and in vehicles. DHS S&T surveys the marketplace and talks with prospective vendors to locate new technologies that might be used to thwart person and vehicle-borne IED attacks. These systems must undergo initial laboratory testing to ascertain the capabilities and limitations of the technology and to determine the operational practicability. Technology-specific simulants may need to be developed to act as surrogates for the explosives being emulated. Later, if the devices show operational promise, a pilot demonstration may be conducted to assess field performance and potential concepts of operation.

JHU/APL currently provides resources to conduct device testing and simulant development for the Transportation Security Administration (TSA). JHU/APL can leverage this expertise to provide the same services to DHS S&T to evaluate personnel and vehicle screening devices as directed by the Contracting Officer's Technical Representative (COTR).

This SOW will be processed through the LRBAA 09-05.

II. Scope of Work

JHU/APL shall, as directed by the COTR, provide DHS S&T technical support in the area of explosives detection related to PBIED and VBIED threats and security. This may include identifying, disclosing to the Government, and prioritizing critical threat scenarios, as well as developing for review, approval, and implementation by the Government concepts of operations and performance characteristics for technology-based solutions. JHU/APL shall perform the tasks as described below:

Task 1: PBIED and VBIED Test and Evaluation

JHU/APL shall evaluate a prototype or commercial off the shelf (COTS) system to determine capabilities and limitations of the system as well as operational feasibility. It is anticipated that the first system will be a Whole Body Imager (WBI) to evaluate performance against PBIEDs. Specific subtasks consist of:

Subtask 1.1: Market Survey

JHU/APL shall:

- Conduct a market survey to identify other potential vendors, existing products (COTS technologies), emerging detectors and process improvements to support operational requirements; and
- Investigate specific detection technologies to determine cost, performance, risk, feasibility and other characteristics in order to identify promising devices warranting further testing and evaluation.

Subtask 1.2: Test Plan Development

JHU/APL shall develop a test plan for the assessment utilizing design of experiments methodology that consists of:

- Minimum performance metrics as agreed upon with DHS S&T
- Description of test target devices
- Specific protocols to:
 - Verify and validate operational functionality of device prior to test,
 - Assess device operational capability, including issues such as depth of penetration and minimum resolved feature attributes; and
 - Characterize safety issues such as personnel radiation exposure.

Subtask 1.3: Laboratory Testing

JHU/API shall perform laboratory testing under simulated operational conditions and/or in controlled environments. Laboratory assessment shall consist of:

- Determining site requirements [special construction, power, heating, ventilation and air conditioning (HVAC), footprint, etc.] and conducting installation;
- Coordinating acceptance testing and configuration lockdown;
- Performing radiation survey, safety and radiation characterization, and conformance testing as required by standards and regulations;
- Conducting a functional and operational assessment. Considerations include physical construction, power up and shut down operations, throughput, image quality, image capture and retention including lost or clipped images, safety,

human factors, electromagnetic interference (EMI), other environmental impact issues, and conformance to applicable standards.

- Identifying and/or developing suitable test articles based upon the specific threat and device technologies; and
- Characterizing device images using selected targets and threat objects and/or surrogates.

Following laboratory testing, JHU/APL shall analyze the data and provide a final report that, at a minimum, assesses device operational capability, characterizes safety issues, evaluates the performance based upon the DIIS S&T approved metrics, and provides input for the development of end-user Concept of Operations (CONOPS) and Standard Operating Procedures (SOPS) that fit the requirements of their field operations, but also employ the detection technologies in the most effective manner.

Subtask 1.4: Additional PBIED and VBIED Test and Evaluation (Optional)

Upon exercise of the option, JHU/APL shall evaluate additional prototype systems to determine capabilities and limitations of the system as well as operational feasibility. JHU/APL shall conduct a market survey and investigate specific detection technologies to determine cost, performance, risk, feasibility and other characteristics in order to identify promising devices warranting further testing and evaluation. JHU/APL shall develop a test plan for the assessment utilizing design of experiments methodology. JHU/APL shall perform laboratory testing under simulated operational conditions and/or in controlled environments. Following laboratory testing, JHU/APL shall analyze the data and provide a final report.

Task 2: Laser-based Stand-off Detection Technologies Research

JHU/APL shall oversee academic research through DHS S&T to develop cutting-edge research projects to further the development of laser-based detection technologies to detect explosives. Specific subtasks consist of:

Subtask 2.1: Laser-based Technologies for Standoff Detection Market Survey (State of the Art Survey)

JHU/APL shall provide a standalone document surveying the current state of the art in laser-based technologies for standoff detection of explosives. While the responses to RFI-CIED-09-00002 "Development of Laser-based Technologies for Standoff Detection of Explosives" will provide a starting point for this survey, other works from recent literature and conference proceedings will be reviewed. In particular, the work of international researchers will be included. Effort will also be made to examine other standoff detection communities to include methods not yet demonstrated for explosives detection.

Subtask 2.2: Recommend Candidate Laser-based Technologies

JHU/APL shall create a panel of JHU/APL and DIIS S&T personnel that can provide technical expertise in the area of standoff detection of explosives. If, during the review of candidate technologies responses, JHU/APL identifies a potential conflict of interest, they will propose a mitigation plan to DIIS S&T. From these responses, a total of three

new laser-based technologies for standoff detection of explosives will be recommended to DIIS for collaborative development with academic partners.

Subtask 2.3: Collaborative Effort with Academic Partners

JHU/APL shall collaborate with selected academic partners to establish a technology roadmap for the research projects, which will advance the Technology Readiness Level (TRL) of the new laser-based technologies for standoff detection of explosives. This shall entail establishing subcontracts between JHU/APL and awarded institutions, conducting kick-off and subsequent review meetings for awarded institutions, and collaborating with the selected academic partners.

JHU/APL shall provide a final report for each research project that summarizes the advances made in the laser-based technologies and provides recommendations for the next steps.

Subtask 2.4: Second Year of Collaborative Effort with Academic Partners (Optional)

Upon exercise of the option, JHU/APL shall continue collaboration with selected academic partners on the laser-based technologies for standoff detection of explosives research projects. This shall entail extending the established subcontracts between JHU/APL and awarded institutions, continued quarterly review meetings, and continued collaborative research with the selected academic partners. JHU/APL shall communicate end user requirements to academia to ensure that the end user is kept in mind when the designs are brought forward.

In addition to the specific tasks/deliverables detailed above, JHU/APL shall track overall project budgets, progress, and expenditures and submit monthly progress reports. These reports shall contain a brief narrative (not more than two pages) that will be electronically submitted to the Program Manager by the 20th of the following month. These reports shall describe the previous calendar month's activity, technical progress achieved against goals, difficulties encountered, recovery plans (if needed), explicit plans for the next calendar month, and financial expenditures (including expenditures during the past calendar month period plus cumulative expenditures.)

In conducting these contract tasks, JHU/APL shall act under the guidance and at the behest of the Government, and make technical recommendations to the Government, who makes the acceptance on the contract task deliverables and subsequent procurement decisions. JHU/APL shall have a continuing obligation to inform the Government of known problems and issues in development and deployment of systems, and make disclosure of known risks associated with the system's performance and with any of the other activities to be conducted under this contract task. Deliverables and recommendations shall be provided for Government review and approval, and provided only for the environments and specified conditions for which they were intended and/or tested. All efforts under this program shall be conducted in accordance with established Laboratory quality assurance procedures.

Task 1: PBIED and VBIED Test and Evaluation

| Major Tasks | | Key Milestones and Deliverables |
|--|--|--|
| Market Survey | <ul style="list-style-type: none"> • Research COTS, near-COTS and prototype systems • Identify systems that meet DHS S&T requirements | <ul style="list-style-type: none"> • Deliver Market Survey NLT 3 months after award date |
| Test Plan Development | <ul style="list-style-type: none"> • Develop recommended functional and operational test plan • Assess number of trials and variables under test | <ul style="list-style-type: none"> • Deliver Test Plan NLT 1 month after receipt of system |
| Laboratory Testing | <ul style="list-style-type: none"> • Determine site requirements and conduct installation • Coordinate acceptance testing and configuration lockdown • Perform radiation and safety inspection • Conduct a functional and operational assessment • Identify and/or develop suitable test articles • Conduct performance assessment of device | <ul style="list-style-type: none"> • Deliver Radiation Survey Results NLT 2 months after receipt of system • Deliver final report NLT 11 months after award date |
| Additional PBIED and VBIED Test and Evaluation Option (Not Funded by this action) | <ul style="list-style-type: none"> • Market Survey • Test Plan Development • Laboratory Testing | <ul style="list-style-type: none"> • Deliver Market Survey NLT 3 months after award date • Deliver Test Plan NLT 1 month after receipt of system • Deliver Radiation Survey Results NLT 2 months after receipt of system • Deliver final report NLT 11 months after award date |

Task 2: Laser-Based Standoff Detection Technologies Research

| Major Tasks | | Key Milestones and Deliverables |
|---|--|---|
| Laser-based Technologies for Standoff Detection Market Survey (State of the Art Survey) | <ul style="list-style-type: none"> Survey literature and conference proceedings (including international) for laser-based technologies for standoff detection | <ul style="list-style-type: none"> Deliver Report on Laser-based Technologies Market Survey NLT 3 months after award date |
| Recommend Candidate Laser-based Technologies | <ul style="list-style-type: none"> Create a panel of technical experts Review and select 3 laser-based technologies for DHS support | <ul style="list-style-type: none"> Deliver Final Candidate Selection Report (including selection criteria) NLT 2 months after candidate panel review |
| Collaborative Effort with Academic Partners | <ul style="list-style-type: none"> Establish sub-contracts Setup kick-off and subsequent quarterly review meetings Establish a technology roadmap for the research projects | <ul style="list-style-type: none"> Reviews of university progress NLT 3, 6, 9, and 12 months after subcontract award Final report (for each research project), including technology roadmap NLT 12 months after subcontract award |
| Second Year of Collaborative Effort with Academic Partners (Option) Not Funded with this Action | <ul style="list-style-type: none"> Quarterly review meetings Second Year Final Report | <ul style="list-style-type: none"> Reviews of university progress NLT 3, 6, 9, and 11 months after Year 2 award Final report (for each research project) NLT 11 months after Year 2 award |

Monthly Status Teleconferences will consist of the following:

A monthly teleconference will take place within 10 calendar days of the end of the month between the Principal Investigator for JHU/APL and DHS S&T COTR. In addition, a supplemental document, not to exceed one page in length, will be electronically submitted to the COTR at least 48 hours prior to the scheduled teleconference. This document will describe the previous 30 calendar days' activity, technical progress achieved against goals, difficulties encountered, recovery plans (if needed), plans for the next 30 calendar day period, and financial status. The teleconference and one page document will satisfy monthly reporting requirements. Due Date: Within 8 calendar days of the end of the month for summary sheet and 10 calendar days for teleconference.

III. Other Contract Details

- A. **Period of Performance.** The period of performance for this SOW is twelve (12) months from contract award date. DHS may give subsequent extension notices to JHU/APL in writing for further performance in accordance with the terms of this SOW.
- B. **Travel.** Travel may be required in the performance of the tasks described herein. DHS S&T anticipates that travel will be limited to the continental United States. The DHS S&T COTR and the DHS S&T Special Assistant for International Policy must approve all foreign travel in advance. Travel costs incurred in association with the execution of the tasks described in this SOW will be reimbursed in accordance with the travel reimbursement policy set forth in the prime contract between DHS S&T and JHU/APL for research, testing, evaluation, and/or development activities.
- C. **DHS-Furnished Information.**
1. DHS will provide certain DHS information, materials, and forms unique to DHS to JHU/APL to support certain tasks under this SOW.
 2. The DHS S&T COTR identified in this SOW will be the point of contact (POC) for identification of any required information to be supplied by DHS.
 3. JHU/APL will prepare any documentation according to the guidelines provided by DHS.
- 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 will be provided at S&T's office in Washington, DC. Parking facilities are not provided, however several commercial parking facilities are located near S&T's office. Basic facilities such as work space and associated operating requirements (e.g., phones, desks, utilities, desktop computers, and consumable and general purpose office supplies) will be provided to JHU/APL personnel working in S&T's office.
- E. **Place of Performance.** JHU/APL will perform the work under this SOW primarily at Laurel, Maryland. Collaborate efforts will be conducted at the most cost efficient facility to the Government.
- F. **DHS-Furnished Property.** DHS property will not be provided to JHU/APL unless otherwise agreed in a task issued under this SOW. In such instances, DHS and JHU/APL will 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 and was not proposed and accepted, JHU/APL shall obtain the DHS S&T COTR's prior written consent. If the

DHS S&T COTR consents to such purchase, such item shall become the property of DHS. JHU/APL will maintain any such items according to currently existing property accountability procedures. The DHS S&T COTR will determine the final disposition of any such items, subject to FAR 52.245-1 Alt II. Disposition instructions will be provided in writing by the DHS S&T Contracting Officer.

Per HSAR 3052.245-70 Government Property Reports [Deviation], JHU/APL shall submit the Government Property Report to the DHS S&T Contracting Officer not later than October 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

- G. **Deliverables.** JHU/APL will provide all deliverables identified in this SOW directly to the DHS S&T COTR and DHS S&T Contracting Officer.

- H. **Program Status Report.** JHU/APL will deliver a monthly program status summary sheet to the DHS S&T COTR, DHS S&T Explosives Business Operations Manager, and DHS S&T Financial Analyst within 8 calendar days of the end of the month. This document will describe the previous 30 calendar days' activity, technical progress achieved against goals, difficulties encountered, recovery plans (if needed), plans for the next 30 calendar day period, and financial status. The length of the report is not to exceed one page.

- I. **Invoices.** Notwithstanding FAR 52.216-7, JHU/APL will deliver a monthly invoice to sat.invoice.consolidation@dhs.gov on the 15th day of each month.

- J. **Funding Requirements.** DHS will provide funding to JHU/APL in accordance with DHS's appropriations and available funds.

- K. **Security Requirements.**
 - 1. All work performed under this SOW is unclassified unless otherwise specified by DHS.
 - 2. If classified work is required under this SOW, DHS will provide specific guidance to JHU/APL as to which work will be conducted in a classified manner and at which classification level. JHU/APL will also adhere to other applicable Government orders, guides, and directives pertaining to classified work.

IV. Points of Contact

JHU/APL Points of Contact (POCs) are as follows:

JHU/APL Technical Representative:

(b) (6)

The Johns Hopkins University Applied Physics Laboratory
11100 Johns Hopkins Road

Laurel, MD 20723
Tel: 443-778-4762

(b) (6)

JHU/APL Financial Representative:

(b) (6)

The Johns Hopkins University Applied Physics Laboratory
11100 Johns Hopkins Road
Laurel, MD 20723

Tel: (b) (6)

(b) (6)

JHU/APL may change the individual designated as a POC upon notice to DHS S&T of such change.

The DHS POCs are as follows:

DHS S&T COTR:

Michael Shepard, PhD
S&T EXD STOP 0206
Department of Homeland Security
Science and Technology Directorate
Explosives Division
245 Murray Lane
Washington, DC 20528-0202
Tel: 202-254-5325
Fax: 202-254-5396
Mike.Shepard@dhs.gov

DHS S&T Explosives Operations Manager:

(b) (6)

S&T EXD STOP 0206
Department of Homeland Security
Science and Technology Directorate
Explosives Division
245 Murray Lane
Washington, DC 20528-0202
Tel: 202-(b) (6)
Fax: 202-254-5395

(b) (6)

DHS S&T Financial Analyst:

(b) (6)

Contractor in Support of the
Department of Homeland Security
S&T EXD STOP 0214

Science and Technology Directorate
Explosives Division
245 Murray Lane
Washington, DC 20528-0202
Tel: (202) (b) (6)
Fax: (202) 254-5392
(b) (6)

DHS S&T may change the individual designated as a POC upon notice to JIU/APL of such change.