

2. CONTRACT (Proc. Inst. Ident.) NO: HSHQDC-13-C-00043 3. EFFECTIVE DATE: 2018-09-01 PURCHASE REC: 09-00054 PROJECT NO:

4. ISSUED BY: DHS/OPD/S&T/EXBORD 5. ADMINISTERED BY: DHS/OPD/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

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):

THE BOEING COMPANY
ATTN HARRY BREEDEN
499 BOEING BLVD SW
PO BOX 240002
HUNTSVILLE AL 358136402

8. SET OFF: FOR 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 1263682570000 FACILITY CODE

11. PAYMENT WILL BE MADE BY: DHS/OPD/S&T
DHS S&T
245 Murray Lane SW
Building 410
Washington DC 20528

Department of Homeland Security
Office of Procurement Ops. (S&T)
245 Murray Lane SW - Building 410
s&t.invoice.consolidation@dhs.gov
Washington, DC 20528

13. AUTHORITY FOR USE: 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					\$1,404,999.00

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	F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. A. If contractor is not required to submit a bid, 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.

18. A. CONTRACT DATE SIGNED: _____ BY: _____ (Signature of person authorized to sign)

B. CONTRACT DATE SIGNED: 4-22-2018 BY: _____ (Signature of the)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 THE BOEING COMPANY

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 126368257+0000 Division: Infrastructure Geophysical PPA: Infrastructure Geophysical Thrust: Critical Infrastructure Protection Program: Infrastructure Protection Technologies Project: Complex Event Modeling Simulation and Analysis (CEMSA) Performer: The Boeing Company Appropriation Year: FY10 (02 Funds) Budget Authority: Three-Year R&D Funds Project Manager: Nabil Adam (202-254-6328)</p> <p>AIC: 70-08-1513 APPS: 70020800</p> <p>Work under Contract No. HSHQDC-10-C-00043 will be performed in accordance with the attached terms and conditions. Award is made as a result of Targeted BAA 09-12.</p> <p>Base Period (1 yr.) Cost: (b) (4) Fee: (b) (4) CPFF: \$1,409,999.00</p> <p>Option Period One (2 yrs.) Cost: (b) (4) Fee: (b) (4) CPFF: \$2,748,785.00</p> <p>Option Period Two (2 yrs.) Cost: (b) (4) Fee: (b) (4) CPFF: \$5,736,760.00</p> <p>d DO/DPAS Rating: NONE Accounting Info: NCNE000-000-9X-25-01-02-004-01-00-0000-00-00-00-00 -G3-0E-25-50-000000 FCB: Destination</p> <p>Base Period - CEMSA Support. Obligated Amount: \$1,409,999.00 Product/Service Code: AZ11 Product/Service Description: S</p> <p>Delivery: 365 Days After Award</p> <p>Continued ...</p>				1,409,999.00

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 THE BOEING COMPANY

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Option One - CEMSA Support Amount: (b) (4) (Option Line Item) Product/Service Code: AZ11 Product/Service Description: S Delivery: 730 Days After Award				0.00
0003	Option 2 - CEMSA Support Amount: (b) (4) (Option Line Item) Product/Service Code: AZ11 Product/Service Description: S Delivery: 730 Days After Award				0.00
The total amount of award: \$9,895,544.00. The obligation for this award is shown in box 15G.					

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PART I – THE SCHEDULE

- Section B** **Supplies or Services and Price/Cost**
- Section C** **Description/Specification/Work Statement**
- Section D** **Packaging and Marking**
- Section E** **Inspection and Acceptance**
- Section F** **Deliveries or Performance**
- Section G** **Contract Administration Data**
- Section H** **Special Contract Requirements**

PART II – CONTRACT CLAUSES

- Section I** **Contract Clauses**
 - 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**

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

- Section J** **List of Attachments**

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) The total estimated cost for the Base Period of this contract, as contemplated by the FAR Clause 52.232-20, entitled "Limitation of Cost," is (b) (4).
- b) The fixed fee for Base Period of this contract, as contemplated by FAR Clause 52.216-8, entitled "Fixed Fee," is (b) (4). The fixed fee shall be paid pursuant to the terms of this clause.
- c) The total amount for the Base Period of this contract is \$1,409,999.00.
- d) The total amount allotted to the Base Period of this contract is \$1,409,999.00 (fully funded). It is estimated that this amount is sufficient to cover the base 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
- f) 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 base period of performance of this contract shall be for one (1) year from date of award. In addition, there are two two-year option periods.

F.4 PLACE OF PERFORMANCE

The place of performance shall be at the contractor's and subcontractor's locations, or at other locations 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) Labor Hour and T&M. Vouchers and required supporting documentation shall be submitted pursuant to FAR Clause 52.232-7, Payments under Time-and-Materials and Labor Hour Contracts.

b) Cost reimbursable. 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, the contract year, and the contract to date;
3. The cumulative cost and fee billed for the contract year; and
4. The cumulative cost and fee billed for the contract to date.

c) Labor Hour, T&M and Cost Reimbursement Awards. For Labor Hour, T&M and Cost Reimbursement contracts, supporting documentation shall be provided (receipts) for applicable travel and other cost reimbursable ODCs being billed during the billing period.

d) FFP Awards. For FFP contracts with performance-based payments, requests for payment shall be submitted upon achievement of the billing milestones identified in the task order.

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

f) Pre-approval from the COTR shall be submitted for travel and ODCs as authorized in the contract.

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 follow:

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)

(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) ODCs will be reimbursed at cost plus G&A.

(2) All contractor purchases of consumable materials or supplies, or property or equipment shall be in accordance with Section I clause at FAR 52.244-2, Subcontracts.

(3) All property or equipment purchased as a direct cost to this contract shall become the property of the Government and be marked accordingly.

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 effort. All travel shall 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. Travel costs will be reimbursed at cost plus G&A. 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 (FTR).

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); 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 10 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 10 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) Written receipts are required for each expenditure over \$75.00.

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 personnel 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.

d) Travel Reimbursement. Travel reimbursement shall only be allowed for non-federal contractor and subcontractor personnel performing under this award. Federal government

employees and their associated government support service contractors will be reimbursed directly through their assigned federal organization.

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 Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. Contractors may access evaluations through a website for review and comment by completing the registration form that can be obtained at the following URL:

<http://www.cpars.csd.disa.mil/cparsmain.htm>.

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

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 245 Murray Lane SW Building 410 ATTN: Joseph Wolfinger Science and Technology Acquisition Division Phone: (b)(2) (b)(6) Fax: 202-254-5391 E-mail Address: (b)(2) (b)(6)
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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

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.

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 STANDARDS OF CONDUCT AT GOVERNMENT INSTALLATIONS

- a) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees, as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb paper on desks, open desk drawers or cabinets or use Government telephones, except as authorized.
- b) If due to the fault or neglect of the Contractor, his agents, or employees, any Government property, equipment, stock, or supplies are lost or damaged during performance of this award, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property.
- c) The Contractor is responsible for maintaining assigned space(s) in a clean and orderly fashion during the course of this award. Furniture as may be assigned to the space(s) shall remain in place and not removed from areas. All telephones are for conducting official Government business only. The Contractor is responsible for exercising control over all supplies, materials, and equipment of a personal or company nature.

H.7 OBSERVANCE OF FEDERAL HOLIDAYS

The Government hereby provides notification that Government personnel observe the following days as federal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In addition to the days designated as federal holidays, the Government observes the following days:

- 1) Any other day designated by Federal Statute;
- 2) Any other day designated by Executive Order; and
- 3) Any other day designated by the President's Proclamation.

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor. However, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

When the Federal and Governmental entities grant excused absences to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO and COTR.

If the Government facility is closed, the Contractor shall not report to the on-site facility. However, work may be conducted at the Contractor's off-site facility.

If Government personnel are furloughed, the Contractor shall contact the CO or the COTR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

- 1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.
- 2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

Nothing in this clause changes the rights and responsibilities of the parties relative to stop work requirements as cited elsewhere in this award.

H.8 KEY PERSONNEL

The *Program Manager* is the individual identified as a key position under this effort. Replacement of this key person is required through prior written notification to the contracting officer and their contracting officer's technical representative. Replacement key personnel must also be approved by the government contracts and technical points of contact.

H.9 CONFERENCE SUPPORT

a) Meeting Space.

The Contractor shall coordinate and schedule meetings and provide appropriate space in all required venues.

The Contractor shall locate appropriate meeting room space and provide the names of at least three vendors to the Contracting Officer and Contracting Officer's Technical Representative for consideration.

To the maximum extent practicable, the Contractor shall negotiate the most favorable contractual terms, including exclusion of any cancellation costs.

The Contractor shall not sign any contractually-binding instrument on behalf of the Government. Rather, the resultant contract shall be signed in the name of the Contractor.

b) Food and Beverage Requirement.

No food or beverage will be authorized for any event attended by non-Government personnel. For events attended exclusively by Government employees, prior approval is required from DHS legal counsel to determine if the Contractor is authorized to provide any food or beverage.

H.10 SECTION 508 COMPLIANCE

Section 508 refers to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d). Section 508 assessments are required of all systems and are intended to ensure that individuals with disabilities have comparable access to and use of information and data comparable to the access provided to individuals without disabilities (unless this would pose an undo burden on the Federal Agency). The assessment is not to include physical access at any defined-benefit technology solution-related site. The 508 assessment shall be performed by OPM. The successful Contractor must make accessible to the Government, or its designee, information systems residing in the Contractor's (or as appropriate sub-Contractor's) facilities that support the operations and assets of the Government as part of this task order, so that the 508 assessment may be performed.

All Electronic and Information Technology (EIT) procured through this task order must meet the applicable accessibility standards at 29 USC 794d and 36 CFR 1194, unless an exception to this requirement exists as determined by the Government. See 29 USC 794d at <http://www.section508.gov/index.cfm?Fuseaction=Content&ID=12>, and 36 CFR 1194 implementation Section 508 of the Rehabilitation Act of 1973, as amended, at http://www.access-board.gov/sec508/508_standards.htm - PART 1194).

The 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

H. 11 DATA RIGHTS ASSERTION

The Contractor asserts that elements of the CEMSA software will be delivered to the Government with less than unlimited rights. All software and technical data developed under the contract will be delivered with Unlimited Rights. All Software developed under the contract that includes Boeing-owned software components will be delivered with Government Purpose Rights. Boeing-owned software will be delivered with Restricted Rights. The software for which Boeing claims ownership is described below.

Identification of the technical data or computer software to be furnished with restrictions. The following software will be used to meet the requirements of the resulting contract and will carry "Restricted Rights."

(b) (4)

Specific Basis for Assertion. (b) (4) were all developed exclusively at Boeing expense. Therefore, the entity asserting the restrictions is The Boeing Company.

Previously-delivered technical data or computer software. Neither (b) (4) have been previously provided to the Government.

Estimated Cost of Development.

(b) (4)

Supplemental Information. Boeing stands ready to provide any supplemental information that DHS requires.

(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 52.209-6, 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 52.217-9, Option to Extend the Term of the Contract (Mar 2000) [30 days]
- FAR 52.219-8, Utilization of Small Business Concerns (May 2004)
- FAR 52.219-9, Small Business Subcontracting Plan (Apr 2008)
- 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 52.223-5, 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 – Retention by the Contractor (Short Form) (Dec 2007)

FAR 52.227-14, Rights in Data – General) ALT II, III and IV) (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 52.237-2, Protection of Government Buildings, Equipment and Vegetation (Apr 1984)

FAR 52.237-3, Continuity of Services (Jan 1991)

FAR 52.239-1, Privacy or Security Safeguards (Aug 1996)

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)

FAR 52.243-6, Change Order Accounting (Apr 1984)

FAR 52.243-7, Notification of Changes (Apr 1984) [insert 60 days]
FAR 52.244-2, Subcontract (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)
FAR 52.245-9, Use and Charge (Jun 2007)
FAR 52.246-23, Limitation of Liability (Feb 1997)
FAR 52.246-25, Limitation of Liability – Services (Feb 1997)
FAR 52.249-6, Termination (Cost-Reimbursement) (May 2004) (Alt IV)
(Sep 1996)
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)

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

HSAR 3052.204-71 Contractor Employee Access (JUN 2006).

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

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer

drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the CO. Upon the COs request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

**ALTERNATE I
(JUN 2006)**

(g) Before receiving access to IT resources under this contract, the individual must receive a security briefing, which the COTR will arrange, and complete any non-disclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

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

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the

Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

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

ALTERNATE II (JUN 2006)

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-55 1). Any exceptions must be approved by the Department's Chief Security Officer or designee.

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

*** Implementing Instructions for Compliance with HSAR Clause 3052.204-71, "Contractor Employee Access"**

1. General.

Department of Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71 requires that contractor personnel requiring unescorted access to government facilities, access to sensitive information, or access to government information technology (IT) resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract.

Department of Homeland Security (DHS) policy requires a favorably adjudicated background investigation prior to commencing work on this contract for all contractor personnel who require recurring access to government facilities or access to sensitive information, or access to government IT resources.

Contractor employees will be given a suitability determination unless this requirement is waived under departmental procedures. Requirements for suitability determination are defined in paragraph 3.0.

1.1 Additional Information for Classified Contracts.

Performance of this contract requires the contractor to gain access to classified National Security Information (includes documents and material). Classified information is government information which requires protection in accordance with Executive Order 12958, National Security Information (NSI) as amended and supplemental directives.

The contractor shall abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification (an attachment to the contract) and the National Industrial Security Program Operating Manual (NISPOM) for protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the contractor is required to have access to classified information at a DHS or other government facility, it shall abide by the requirements set forth by the agency.

1.2 General Requirements.

The contractor shall ensure these instructions are expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

2. Contractor Personnel.

2.1 Employment Eligibility.

To comply with the requirements of HSAR Clause 3052.204-71, and department policy, the contractor must complete the following forms for applicable personnel who will be performing work under this contract as indicated:

- Standard Form (SF) 85P, "Questionnaire for Public Trust Positions"
- FD-258 fingerprint cards
- DHS Form 11000-6, "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement." (required of all applicable contractor personnel)
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act (FCRA)"

2.2 Continued Eligibility.

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

2.3 Termination.

The DHS Security Office shall be notified of all terminations/resignations within five (5) days of occurrence. The contractor shall return to the contracting officer technical representative (COTR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COTR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

3.0 Suitability Determination.

DHS may, as it deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access government facilities or information, at any time during the term of the contract. No employee of the contractor shall be allowed unescorted access to a government facility without a favorable EOD decision or suitability determination by the Security Office.

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive government information. Limited access to government buildings is allowable prior to the EOD decision if the contractor is escorted by a government employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work.

4.0 Background Investigations.

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
- d. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the government may not be able to complete a satisfactory background investigation.

Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of department IT systems under the contract, unless a waiver has

been granted by the Head of the Component or designee, with the concurrence of both the department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO, or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the government.

4.1 Alternative Citizenship Requirements for Non-IT Contracts.

For non-classified or non-IT contracts, the above citizenship provision shall be replaced with the citizenship provision below:

Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-55 1). Any exceptions must be approved by the department's Chief Security Officer or designee.

5.0 Information Technology Security Clearance.

When sensitive government information is processed on department telecommunications and automated information systems, the contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with department security policy are subject to having their access to department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

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

6.0 Information Technology Security Training and Oversight.

Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COTR will arrange, and complete any nondisclosure agreement furnished by DHS.

7.0 References.

DHS Office of Personnel Security.

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. The nature of the conflict of interest and the limitation on future contracting is *[describe the conflict]*:

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Contractor, or (2) determine that it is otherwise in the best interest of the United States to contract with the Contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the Contractor, 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 Contractor may be found ineligible for award.

(c) Disclosure: The Contractor 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 the Contractor or with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Contractor 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 Contractor. The Contracting Officer will use all information submitted by the Contractor, and any other relevant information known to DHS, to determine whether an award to the Contractor may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The Contractor shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures 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.

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 the Contractor is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is *[describe the conflict]*.

(c) The restrictions upon future contracting are as follows: *[TBD]*

(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.

HSAR 3052.228-70 Insurance (Dec 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or FAR 5252.228-7, "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).

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.

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: Larry Skelly

Phone No: 202-254-5718

E-mail Address: lawrence.skelly@dhs.gov

HSAR 3052.245-70 Government Property Reports (Jun 2006)

(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 SECTION I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 STATEMENT OF WORK

J.2 SUBCONTRACTING PLAN

J.3 DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATION

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 STATEMENT OF WORK.

“Complex Event Modeling, Simulation & Analysis (CEMSA)”

**U.S. Department of Homeland Security (DHS)
Science and Technology Directorate (S&T)
Infrastructure and Geophysical Division**

Background

The Homeland Security Act of 2002 (Public Law 107-296) states that DHS-S&T will “support basic and applied homeland security research to promote revolutionary changes in technologies; advance the development, testing and evaluation, and deployment of critical homeland security technologies; and accelerate the prototyping and deployment of technologies that would address homeland security vulnerabilities.” This includes federal, state, local and critical infrastructure sector operational end users for homeland security purposes.

Pursuant to this mission, the Infrastructure and Geophysical Division (IGD) supports this effort by seeking technologies to improve and increase the nation’s preparedness for and response to natural and man-made threats through superior situational awareness, emergency response capabilities, and critical infrastructure protection. The focus of this program is in the area of Modeling, Simulation and Analysis and meets the expressed high-priority technologies for a Complex Event Modeling, Simulation, and Analysis (CEMSA) system for integration into the Risk Development and Modeling Branch (RDMB) capability portfolio of existing modeling and simulation systems. RDMB manages the in-depth Critical Infrastructures and Key Resources (CIKR) analysis leveraging advanced modeling and simulation and capability development mandated by Congress. The work completed by this contract will give the congressionally-mandated National analysis, modeling, and simulation program the capability of analyzing multiple, concurrent disruptions on CIKR within the time constraints of rapid decision cycles.

In order to rapidly achieve an analysis capability to address multiple, concurrent disruptions to CIKR systems and estimate impact at the local, regional and national levels, CEMSA will leverage the current Risk Development and Modeling Branch portfolio of analysis, modeling and simulation tools. The result will be an interoperable system across the suite of the National Infrastructure Simulation and Analysis Center (NISAC) models and visualization systems which will operate within the Hierarchical Yet Dynamic Reprogrammable Architecture (HYDRA) environment. In addition, to support the mission needs to work with sensitive data and to support a broad set of customers; CEMSA must operate on both unclassified DHS networks and on the Homeland Secure Data Network (HSDN) at the secret level.

The CEMSA Operational Requirements establishes high level requirements to meet the need of the NISAC program that the DHS Office of Infrastructure Protection (IP) directs by law. The RDMB, within IP, has the mission of providing complex, adaptive, system-of-systems analysis of the consequences of disruptions to infrastructure and the cascading effects across interdependent systems to DHS HQ, DHS components, and to National Infrastructure Protection Plan (NIPP) partners. The newly defined system resulting from this contract should give National and DHS leaders the capability to analyze the consequences of multiple disruptions and their impact on local, regional and national systems in the time frame required.

Scope

The scope of work covered under this contract includes the development of a CEMSA Framework (CEMSAF) system for integration into the Risk Development and Modeling Branch (RDMB) capability portfolio of existing modeling and simulation systems. These efforts shall include the requirements analysis, architecture and system design, and prototype implementation for the CEMSA program.

Applicable Documents

This section contains a list of documents that are applicable in terms of the definition of the project scope and work requirements.

- All IT systems (as defined by DHS Management Directive 0007.1) being planned, designed, developed, and maintained for the Department of Homeland Security, Science and Technology Directorate (DHS-S&T), its customers, and/or with DHS data, shall align and comply at a minimum with the following (and successor documents):
 - Applicable OMB Circulars, including but not limited to:
 - OMB Circular A-11, "Preparation, Submission and Execution of the Budget."
 - OMB Circular A-123, "Management's Responsibility for Internal Control."
 - OMB Circular A-130, "Management of Federal Information Resources."
- Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194.
- Certification and Accreditation - DHS Management Directive 4300 and NIST Special Publication 800-37, "Guide for the Security Certification and Accreditation of Federal Information System.
- 44 U.S.C. 3541, P.L. 107-347, Section III, "Federal Information Security Management Act of 2002 (FISMA)."
- Executive Order 13423, dated January 24, 2007, "Strengthening Federal Environmental, Energy, and Transportation Management"
- Guidance related to the secure coding initiative and secure coding verification may also apply. Determination of compliance shall be made in writing by the S&T CIO.
- Homeland Security Data Network (HSDN) System Security Plan
- Unclassified DHS network System Security Plan
- HSDN Application Hosting Questionnaire
- Open Web Application Security Project (<http://www.owasp.org>)

- OWASP Top 10 http://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project
- (http://www.owasp.org/index.php/Category:OWASP_Guide_Project),
- (http://www.owasp.org/index.php/Category:OWASP_Code_Review_Project),
- (http://www.owasp.org/index.php/Category:OWASP_Testing_Project)
- Web Application Security Consortium (<http://www.webappsec.org>)
- <http://projects.webappsec.org/Threat-Classification>
- Common Weakness Enumeration (<http://cwe.mitre.org>)
- <http://cwe.mitre.org/top25/index.html>

Tasks

The Contractor shall conduct the following tasks; produce, deliver and maintain the deliverables and conduct the events defined in this SOW in accordance with the agreed upon schedule in support of and under the customer direction. The contractor shall leverage the current portfolio of analysis, modeling and simulation tools, apply other appropriate contractor, government and open source technology and perform development and integration to achieve the program goal of a rapid analysis capability addressing multiple, concurrent disruptions to CIKR systems and estimating impact at local, regional and national levels. All data delivered to the government shall be customer approved content in contractor format. The contractor shall apply internal, tailored process for program management, quality assurance development, change management, procurement, etc., provided these internal processes meet customer standards and approval.

1 Base Period (12 months) – Architecture Design and Prototype Implementation.

The Contractor shall perform the following tasks in the execution of this contract:

- 1.1 **Program Management.** The Contractor shall provide: a) program and technical management oversight of the requirement analysis, architecture and system design, and prototype implementation phases of the CEMSAF program; b) contracting support; c) program status and monthly metrics (i.e., performance, schedule and cost reporting); d) plan current and future program phases (as applicable); e) support to quarterly reviews as well as support to the kickoff review and final review. All technical reviews shall be integrated reviews including all disciplines, all primary system functions, and all products and processes of the item being reviewed. The first quarterly review shall serve as Preliminary Design Review. For the base period the second prototype demonstration will serve as the final review. Additionally, the contractor shall update schedule as mutually agreed by contractor and government. Provide personal and operate in a contractor facility having at least the security clearance as defined in the DD254. Perform tasks for the Basic period and if exercised, Option 1 and Option 2.
 - 1.1.1 The PDR is a program review of requirements allocation and flow down, an initial assessment of the design decisions/selections, interface definition, verification methods (where applicable), design maturity, risk assessment. It is also an opportunity for customer feedback and determination of next steps. The PDR demonstrates that the preliminary design meets all system requirements with acceptable risk and within the cost and schedule constraints and establishes the basis for proceeding with detailed design. It will show that the correct design options have been selected, interfaces have

- been identified, and verification methods have been described. Design review entrance and exit criteria will be agreed upon at a minimum within one month prior to the actual review.
- 1.1.2 As a part of program management oversight, the Contractor shall develop and deliver an Integrated Master Schedule (IMS). The IMS is developed as a calendar based schedule that includes all tasks (integrated), milestones, key deliverables, task durations and relationships with other task items and resources, Contractor to government handoffs.
 - 1.1.3 As part of program management oversight, the Contractor shall develop and deliver a Program Management Plan (PMP). The PMP provides the framework and process to be used by the Contractor in managing and monitoring implementation of the design and development of the CEMSAF system. It includes program objectives, mission, software and other related processes, tools, an organizational chart (with roles and responsibilities defined – inclusive of roles and responsibilities of any subcontractors), a summary of key personnel relevant to program goals, an outline of program milestones and deliverables in support of program completion. Additionally it includes risk assessment, data and configuration, subcontractor, and cost management, planning and scheduling, quality assurance and performance reporting processes.
- 1.2 Requirement Analysis.** This task shall include the following subtasks:
- 1.2.1 Analyze needed capabilities.
 - 1.2.2 Define the formal system requirements, including: Operational, Mission, Architecture, Suitability and Data Production and Analysis.
 - 1.2.3 Recommend the modeling tools for the initial prototype.
 - 1.2.4 Analyze relevant industry standards and specify applicable standards and make recommendations for enhancements and modifications.
 - 1.2.5 Develop, maintain and deliver the Systems Requirements Definition Document (SRDD).
 - 1.2.6 Update Base Period documents during Option 1. Include methods and techniques to achieve Base Period objectives.
- 1.3 Architecture Design.** This task includes the following subtasks:
- 1.3.1 Conduct capability gap analysis of the government's analytic approach government used at the time of contract award.
 - 1.3.2 Formalize the CEMSAF concept of operations and identify any capability gaps that must be filled to achieve the defined ConOps.
 - 1.3.3 Define the prioritized 'core' capabilities required to support the defined ConOps by phase.
 - 1.3.4 Identify the key data needs and anticipated sources by phase.
 - 1.3.5 Specify candidate modeling tools for incorporation by phase.
 - 1.3.6 Develop and document CEMSA program modeling and simulation tools and processes requirements, then map existing tools to the requirements based on this analysis.
 - 1.3.7 Recommend model development and maintenance tools by phase.
 - 1.3.8 Recommend hardware, software, and datasets for procurement by phase.
 - 1.3.9 Document the key findings of the Architecture Design task.
 - 1.3.10 Conduct Critical Design Review (CDR).
 - 1.3.11 Update the architecture based on the review results.
 - 1.3.12 Develop and deliver Architecture Diagram; System Concept/ConOps Document; Government Furnished Equipment/Information (GFE) software list of tools (describing the hardware, software and data sets required from the government), Documents and Modeling and recommend tool suite in a Simulation Support Plan. During Option 1, update base period documents, datasets and models.

- 1.4 System Design.** This task shall include the following subtasks:
 - 1.4.1 Define conceptual modeling toolset and ontology for describing CEMSA analytic framework models. Represent Government NISAC models within conceptual model catalog.
 - 1.4.2 Plan, document and implement prototypical model identification, acquisition, integration and automation approach; a prototype framework used to define the composed simulation; a prototype post processor; and a prototype Integrated Virtual Environment for modeling, simulation and analysis.
 - 1.4.3 During Option 1, provide updates to Base Period documents and provide a TRL 5 system implementation.
 - 1.4.4 Design the system hardware and software architecture and update the hardware and software architecture.
 - 1.4.5 Define the interface specifications.
 - 1.4.6 Document interface specifications and network throughput requirements.
 - 1.4.7 Develop the Operations Concept Description (OCD).
 - 1.4.8 Define the approach to identifying appropriate target and NISAC models.
 - 1.4.9 Define the approach for integrating identified models into CEMSAF.
 - 1.4.10 Define the automated or semi-automated approach for maintaining and updating models.
 - 1.4.11 Develop, deliver and maintain the System Design Definition Document (SDDD) and the CEMSA prototype hardware and software.

- 1.5 Prototype Implementation.** The Contractor shall develop the CEMSAF prototype using the defined architecture. The developed prototype shall allow employment of a set of three (3) to five (5) infrastructure, disruption, and analytical models supplied by NISAC to be brought together for a baseline capability demonstration and to be based on two (2) scenarios to be created for use in National, Federal, State, and Local Homeland Security Preparedness Activities.
 - 1.5.1 **Test and Evaluate the Prototype.** This task shall include providing two demonstrations of the system at DHS and NISAC facilities.
 - 1.5.2 Conduct the interim Base Period Phase Demo test and evaluation.
 - 1.5.3 Conduct the final Base Period Phase Demo test and evaluation.

- 1.6 Final Report.** The Contractor shall create and deliver a final report at the conclusion of the base period which shall include final versions of all related development and design documents. The final report shall consist of, but not limited to, the following design artifacts:
 - 1.6.1 Architecture models;
 - 1.6.2 Requirements database extract (i.e. Dynamic Object Oriented Requirement Suite (DOORS) or other);
 - 1.6.3 Functional Flow Diagrams;
 - 1.6.4 Conduct proposed architecture Critical Design Review during each program phase
 - 1.6.5 OCD;
 - 1.6.6 Testing Documents – Software Test Plan, Software Test Procedure (STP), Software Test Report (STR), Final/Functional Qualification Test (FQT) Reports;
 - 1.6.7 Software Design Documents (SDD) – Interface Requirements Specifications (IRS), Interface Control Documents (ICD)/Interface Definition Documents (IDDs), Software Requirement Specifications (SRS);
 - 1.6.8 All related source codes;

- 1.6.9 Details and documentation of related algorithms; The Contractor shall supply, in Institute for Electrical and Electronic Engineers (IEEE) format, any algorithms developed under this contract.
- 1.6.10 Final report. The final report is a document summarizing all work completed during the base period, inclusive of results; and
- 1.6.11 Option Period 1 and 2 Plan.

2 General Program Test and Support: For all active periods of the contract, the Contractor shall:

- 2.1 Conduct quality management, configuration management, data management, test, operations and security activities appropriate for the period and as defined in the appropriate sections of this SOW.
- 2.2 Plan, document, execute and report on software and systems CEMSA prototype tools tests. Coordinate incremental testing and development cycles.
- 2.3 Prepare and deliver system test reports.
- 2.4 Provide required documentation for hardware and software delivered by the contractor to the government to support government security accreditation.

3 Option Period 1 (24 months) – Initial Operational Capability (IOC).

In completion of Option Period 1, the Contractor shall develop and deliver minimum system components necessary to provide the RDMB directed analysts with the performance of consequence analysis of multiple, concurrent disruptions. The delivery date is at the end of the period, unless otherwise specified. The Contractor shall perform the following subtasks in completion of this phase of development.

3.1 Program Management.

Provide program and technical management oversight of the contractor effort during the Initial Operational Capability (IOC) phase of the CEMSAF program, contracting support, provide monthly performance and cost reporting, support quarterly reviews, including kick-off review and final review.

3.2 IOC Spiral 2 Capabilities Definition. Design and implementation of the system components which provides the RDMB directed analysis to perform consequences analysis of multiple, concurrent disruptions. The system should be developed from the architecture defined and the prototype developed in the Base Period. By the completion of this option period the performer will give a demonstration of the developed Technology Readiness Level (TRL) 5 initial system implementation to DHS-S&T and its client RDMB at the DHS Nebraska Avenue Complex and NISAC facilities. The initial system implementation will be capable of being used with live data and operational users and will allow employment a set of (up to 20) infrastructure, disruption, and analytical models supplied by RDMB to be brought together for a baseline capability demonstration and to be based on the fifteen (15) National Planning Scenarios created for use in Federal, State, and Local Homeland Security Preparedness Activities. This task shall include the following subtasks.

- 3.2.1 The Contractor shall define methods and techniques for achieving the analytical capabilities, architectural requirements, suitability requirements, and key performance parameters.
- 3.2.2 The Contractor shall conduct IOC requirement analysis.
- 3.2.3 The Contractor shall conduct IOC architectural design.
- 3.2.4 The Contractor shall conduct IOC system design.

- 3.2.5 The Contractor shall conduct proposed architecture IOC Critical Design Review (CDR). The performer(s) will provide a CDR to the government during this phase to determine the progress and eventual utility of the developed R&D. Guidelines for the CDR and assessment demonstration will be mutually agreed upon by the government and the Contractor at the time the option is exercised.
- 3.2.6 The Contractor shall update the architecture based on the review results.
- 3.2.7 The Contractor shall during Option 1, update base period documents.
- 3.2.8 During Option 1, conduct system tests and provide results to the customer Technical Representative or his appointed designee.
- 3.2.9 System integration assessment testing and operational feasibility demonstration at the NISAC facilities.
- 3.2.10 The Contractor shall develop, maintain and deliver initial training document package for system users.
- 3.2.11 The Contractor shall prepare and deliver final version of all related documents, software and hardware, and plan for the second option period all are due at the end of this option period.
- 3.2.12 The customer shall review, approve, and sign all custom-developed code prior to deployment into production environments. The Technical Representative may delegate this authority to another DHS employee in writing. The Contractor shall review and respond to successfully pass Source Code review results.
- 3.3 Design and implementation to TRL 5.

4 Option Period 2 (24 months) – Full Operational Capability (FOC).

In completion of Option Period 2, the Contractor shall develop and deliver the last platform, system or equipment that completes the CEMSA system and satisfies all requirements. FOC delivery date is at the end of the period, unless otherwise specified. At the completion of this option period, the performer(s) will deliver an advanced, TRL eight (8) system that can be transitioned to the deployment phase in accordance to the Transition Strategy Plan developed by the performer. User and maintenance manuals as well as training packages will be delivered. Prior to final delivery to the government, preliminary acceptance testing at the NISAC site will be conducted. Preliminary testing results will be delivered as part of this option period's package. Furthermore, final acceptance testing will be performed at the point of deliver and installation. The Contractor shall perform the following subtasks in completion of this phase of development:

- 4.1 Program Management. Provide program and technical management oversight of the contractor effort during the Full Operational Capability (FOC) phase of the CEMSAF program, contracting support, provide monthly performance and cost reporting, support quarterly reviews, including kick-off review and final review.
- 4.2 FOC (Spiral 3) Capability Definition. Deployment and implementation of the CEMSA system that satisfies all capabilities and requirements. Refinement and update of the system as appropriate based on the findings of the first option period and the IT Security Certification and Accreditation processes. This task shall include the following subtasks:
 - 4.2.1 The Contractor shall conduct FOC requirement analysis.
 - 4.2.2 The Contractor shall conduct FOC architectural design.
 - 4.2.3 The Contractor shall conduct FOC system design.
 - 4.2.4 The Contractor shall conduct proposed architecture FOC Critical Design Review.
 - 4.2.5 The Contractor shall update the architecture based on the review results.
 - 4.2.6 The Contractor shall update Option 1 documents as required.
 - 4.2.7 The Contractor shall continue design and implementation to TRL 8.

- 4.2.8 The customer shall review, approve, and sign all custom-developed code prior to deployment into production environments. The Contracting Officer's Technical Representative (COTR) may delegate this authority to another DHS employee in writing. The Contractor shall review and respond to successfully pass Source Code review results.
- 4.2.9 The Contractor shall deliver identified hardware specs and software.
- 4.2.10 The Contractor shall deliver final training package, transition plan, hardware and software.
- 4.2.11 The Contractor shall conduct in-field user and operational assessments.
- 4.2.12 The Contractor shall develop and deliver a Transition plan for formal acquisition and transition to DHS.
 - a. System documented and accredited for use within the DHS classified and unclassified environments. All applicable documents required for accreditation to be delivered.
 - b. Training system revised and adapted to reflect operational environment at the NISAC.

Other Contract Details.

1 Period of Performance

The period of performance for this effort is five years from the effective date of award, with a one-year base period and two two-year option periods.

2 Travel

All long-distance travel shall be pre-approved by the S&T COTR. Local travel, within fifty miles of the Contractor employees' assigned workplace will not be reimbursed, with the exception of parking fees. The Contractor shall provide trip reports for which reimbursement is requested to the S&T COTR. Travel will be reimbursed in accordance with Federal Travel Regulation (www.gsa.gov/perdiem).

The S&T Directors of IGD and the International Programs must approve all foreign travel in advance. The Contractor shall notify the S&T COTR 45 days in advance to coordinate this approval and submit any presentations related to this contract for approval.

The Contractor shall notify the Director or Infrastructure Geophysical Division and the S&T Director, International Programs Division 30 days (for unclassified visits) and 45 days (for classified visits) before arrival of visitors from foreign countries.

3 Government-furnished Information

- 3.1 DHS will provide information, materials, data and forms unique to DHS to the Contractor to support tasks under this effort. Such DHS-provided information, materials, and forms shall remain the property of DHS, unless otherwise indicated in writing by DHS, and may not be distributed beyond the Contractor's project performers without DHS's prior written permission.
- 3.2 DHS-S&T will engage Sandia National Laboratories and Los Alamos National Laboratory in providing Hydra-compliant NISAC models for inclusion into the Hydra and DEVS/SOA compliant CEMSAF application/model. As part of the discovery process, the Contractor shall participate in evaluating the potential models to determine the most efficient model selection.

- 3.3 The S&T COTR will be the point of contact (POC) for identifying required information to be supplied by DHS.
- 3.4 The Contractor, in collaboration with S&T COTR, shall agree on the guidelines to be adopted for preparing and submitting deliverables. The Contractor shall submit deliverables in customer-defined format, unless otherwise directed by the COTR.

4 Place of Performance

The Contractor shall perform the work under this effort at their location or at the subcontractor's facilities.

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

5 Government-furnished Property (GFP)

Government-furnished property will not be provided to the Contractor under this effort.

6 Configuration Management (CM)

For the duration of this contract, the Contractor shall comply with all DHS SDLC and Change Management processes.

6.1 Reviews

During Option Periods 1 and 2, the Contractor shall support two types of configuration reviews: the Functional Configuration Review (FCR) and the Physical Configuration Review (PCR). These Reviews are formal examinations of the system. The Contractor must satisfactorily complete the Review as a prerequisite to establishing the Product Baseline (PBL). These reviews will be satisfied by successful completion of the Contractor's in-house software systems qualification process and as agreed upon by the COTR.

6.1.1 Functional Configuration Review(FCR)/Test Readiness Review

6.1.1.1 The Contractor shall support the FCR of the "as-tested" functional characteristics of the CEMSAF configuration item (CI) during system testing in Option Periods 1 and 2. The review is to verify that the item has achieved the requirements specified in its functional baseline documentation, to assure that the technical documentation accurately reflects the functional characteristics of the software configuration, and to identify and record any discrepancies. In particular it includes but is not limited to, the System Requirements Specification, Software Test Procedures, results and data will be reviewed, Systems Requirements Design Documents, requirements traceability matrix and verification matrix will be submitted, reviewed and or approved as necessary for the completion of this contract item.

6.1.1.2 During the Software FCR, the government will examine individual software unit test results against CEMSAF performance specifications, as applicable.

6.1.1.3 The Contractor agrees that the software FCR will be conducted by government personnel at the Contractor's plant/site prior to the hardware/software integration phase.

6.1.2 Physical Configuration Review (PCR)/Close-out Activity

- 6.1.2.1 The Contractor shall support the PCR of the "as-built" configuration of the CI against its design documentation. The PCR serves as the final closeout activity of option period 1 and 2. It includes, but is not limited to, a review of FCR minutes, all specifications and validation artifacts, waivers and deviations, user manuals, requirements documents, and configuration markings, labels, references and data descriptions. After the Contractor's CI has successfully completed the Review and establishment of a Product Baseline (PBL), the Contractor shall process all subsequent changes by formal engineering change action.
- 6.1.2.2 The PCR for a CI shall not be started unless the FCR for the CI has already been accomplished or is being accomplished concurrent with the PCR.

6.2 Quality Assurance (QA)

In support of DHS architecture standards and guidelines, S&T Office of the Chief Information Officer (OCIO) has developed a standard architectural framework and has deployed shared infrastructure to support the implementation and integration of the proposed solution. The architecture has been defined to support a very broad range of solutions needed to meet a variety of functional and non-functional requirements.

The Contractor shall propose a solution within the boundaries of S&T enterprise architecture (EA), to include the following criteria:

- 6.2.1 All IT system development efforts shall adhere to the principles, standards and processes defined by DHS Enterprise Architecture.
- 6.2.2 Leverage of existing services (reuse of registered services) that support the strategic goals of S&T OCIO.
- 6.2.3 Leverage opportunities to create technologies (new or enhancements of existing) to advance and promote the re-use of technology and components.
- 6.2.4 Leverage existing DHS data management standards to increase information sharing opportunities.

6.3 Data Management

The Contractor shall establish and maintain an integrated data management system for the system to:

- a. Capture and organize all inputs as well as current, intermediate, and final outputs;
- b. Provide data correlation and traceability among requirements, designs, solutions, decisions, and rationale;
- c. Document engineering decisions, including procedures, methods, results, and analyses;
- d. Be responsive to established configuration management procedures;
- e. Function as a reference and support tool for the systems engineering effort; and
- f. Make data available and sharable as called out in the contract.
- g. The Contractor shall electronically submit all report and presentation deliverables to the Program Manager and COTR. Electronic files will be in portable document format (PDF), readable by IBM-compatible PCs. Each file size must be no more than 10 MB. The Contractor shall submit reports in both PDF and MS Word format. The Contractor shall deliver all presentations for design reviews and quarterly reviews in MS PowerPoint (PPT) and PDF.
- h. The Contractor shall mail all deliverables addressed to DHS-S&T office c/o COTR and Program Manager, inclusive of contract number (and other required markings) as defined below:
- i. The Contractor shall mark all deliverables, invoices, etc. with the item number corresponding to the delivery, except cases where the delivery is support services, training, etc. where it is not feasible.

- j. The Contractor shall develop, implement and maintain a SharePoint site which will provide the information in paragraphs a. through i, above.

6.4 Integrated Logistic Support (ILS)

The Contractor shall coordinate and integrate ILS components to ensure the supportability of the CEMSAF system during all phases of design and development, as applicable. The Contractor shall implement an ILS program to ensure that supportability design criteria and characteristics are considered and incorporated into the design consistent with the trade-off studies and that meet the operational availability requirements of the Systems Requirement Definition Document (TBD).

6.4.1 Maintenance Planning

The Contractor shall establish a maintenance plan for assuring the system attains the specified system readiness objectives, identify specific maintenance tasks to be performed on the system, define fielding of the system.

6.4.2 Supply Support

6.4.2.1 The Contractor shall provide initial support of the fielded system, herein referred to as the FOC. Support is defined as, but not limited to, the following provisions:

- 1) Delivery of the FOC system;
- 2) Set up and configuration; and,
- 3) Successful verification of system operation.

6.4.2.2 Support and Maintenance are not required for the completion of the tasks within the Base Period. Supportability and sustainment requirements will be required during Option Periods 1 and 2 and will be determined at a later stage in the development process.

6.4.2.3 For Option Period 1, the Contractor shall provide an initial training document package for system users. The training document package content will be determined when the option is exercised.

6.4.2.4 For Option Period 2, the Contractor shall provide user defined training and maintenance manuals as well as training packages will be delivered. The training document package content will be determined when the option is exercised.

6.4.3 Support and Test Equipment

All equipment (i.e. test, metrology, measurement devices, Automatic Test Equipment [ATE]) used in the development of the CEMSAF system shall maintain appropriate calibration records.

6.4.4 Training and Training Devices

This item is covered under separate paragraph.

6.4.5 Technical Data

Technical data shall include software documentation, drawings, specifications, final reports, and/or product support data.

6.4.6 Computer Resources Support

The Contractor shall provide the software, documentation, manpower and personnel needed to operate and support computer systems and the software within those systems.

6.4.7 Packaging, Handling, Storage, and Transportation (PHS&T)

The Contractor shall ensure that all deliverables (esp. software) and end items are packaged, marked, handled, transported and stored properly and in accordance with highest level security ratings.

6.4.8 Design Interface

The Contractor shall comply with all design interface requirements, such as: a) reliability, b) maintainability, c) standardization, d) interoperability, e) security, and f) safety.

7 System Installation

The Contractor shall develop and install the prototypes at the client site, as required.

8 Training

The Contractor shall develop, deliver, and conduct training for the new CEMSAF prototypes (1 and 2). The training schedule shall be determined by mutual agreement and consist of the following:

8.1.1 Training on the CEMSAF system for RDMB designated analysts

8.1.2 Training on all aspects of the CEMSAF system architecture, design, and models

8.1.3 Training shall be conducted at customer-designated site

9 Deliverables

The Contractor shall provide all deliverables listed below directly to the S&T COTR with a copy of the transmittal letter to the Contracting Officer.

- a. Technical and Financial Progress Reports
- b. Presentation Material
- c. Other Documents or Reports
- d. Final Report

The following tables of deliverables, primarily in customer-approved content, contractor format, are anticipated as necessary:

Item Number	Task	Deliverable	Due Date*
1	Program Management	Monthly reports	Due within one week after the last day of each month.
2	Program Management	Integrated Master Schedule (IMS)	Due 10 days after the review.
3	Program Management	Program Management Plan (PMP).	Due 10 days after the review.
4	Program Management	Program management review reports	Due 10 days after the review.
5	Program Management	Kickoff meeting minutes and agenda	Due 10 days after the meeting.
6	Program Management	Kickoff meeting agenda	Due 15 days before the meeting.
7	Program Management	Final meeting minutes	Due 15 days after the

Item Number	Task	Deliverable	Due Date*
			meeting.
8	Program Management	Design review reports	Due 15 days after the review.
9	Program Management	Final Report	Due 15 days post contract completion
10	Program Management	Travel trip reports	Due 15 days after the completion of approved travel.
11	Program Management	Monthly Cost Status Reports (CSR) (to include cost technical and schedule performance data)	Due by the 15th of the month.
12	Program Management	Quarterly review minutes	Due 15 days after the review.
13	Program Management	Quarterly review agenda	Due 15 days before the review.
14	Program Management	Quarterly review presentations & associated documents.	Due 15 days after the review.
15	System Design	Critical Design Review	8 months after date of award
16	Configuration Management	FCR/Test Readiness Review Reports.	Due 15 days after the audit.
17	Configuration Management	PCR/Close-Out Activity reports.	Due 15 days after the audit.
18	Requirements Analysis	System Requirements Definition Document	1 month after date of award
19	Architecture Design	System Software Architecture Diagram with 1) Supporting Explanatory Text; and 2) System Concept and ConOps Definition Documents, 3) List of hardware, software and datasets required for GFE.	8 months after date of award
20	Architecture Design	System Concept and ConOps Definition Document	8 months after date of award
21	Architecture Design	List of hardware, software and datasets required for GFE	8 months after date of award
22	System Design and Prototype Implementation	System Design Definition Document	12 months after date of award
23	System Design and Prototype Implementation	System prototype, including related HW and SW	12 months after date of award
24	System Design and Prototype	Prototype Demonstrations #1	9 months after date of award

Item Number	Task	Deliverable	Due Date*
	Implementation		
25	System Design and Prototype Implementation	Prototype Demonstrations #2	12 months after date of award
26	Training	Initial Training documentation package	Option period 1 - CA +36 Mo
27	Training	Final Training documentation package	CA +60 Mo
28	ILS	Support services	Option period 2
29	Option 1	IOC compliant system	At the end of Option Period 1
30	Option 2	FOC compliant system	At the end of Option Period 2
31		Transition Strategy plan	Option Period 2
32	Option 2	Final version of FOC phase plan	Option Period 2
33	Option 2	Maintenance manual	CA +48 Mo
34	Option 2	User manual	CA +48 Mo
35	System Design and Prototype Implementation	Modeling and Simulation Support Plan (includes Tool Suite)	12 months after date of award
36	System Design	Critical Design Review	Option period 1
37	Test and Evaluate the Prototype	Test Plan	CA +24 Mo
38	All Periods as applicable	Updated Documents	As Required
39	System Design	Option Period 2 Plan	CA +36 Mo
40	Prototype Implementation	IOC Demonstration 1	CA +35 Mo
41	Prototype Implementation	IOC Demonstration 2	CA +36 Mo
42	Test and Evaluate the Prototype	Preliminary Testing Results	CA +48 Mo
43	System Design	Critical Design Review	Option Period 2

*All due dates will be discussed and reviewed for finalization during initial kickoff review.

10 Publications and Communications

All public communication referencing the work performed under this effort shall be coordinated between the Contractor and the S&T COTR. The Contractor shall route technical communication products such as reports, journal articles, presentations, and white papers and public communication products such as brochures and fliers through the Contractor's information review and release process before providing the deliverable to S&T for review and approval 30 days before any release to an external audience.

Public and technical communications shall contain the following:

Acknowledgement

"The U.S. Department of Homeland Security (DHS) is acknowledged as the sponsor of this work."

11 Program Status Report

The Contractor shall develop and deliver the following minimum deliverables to the S&T COTR and Contracting Officer within one week after the last day of each month a monthly program status report containing the following descriptions: risk assessment inclusive of risks encountered and mitigation measures taken, 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, projected expenditures for the coming calendar month, amount in reserve, amount committed, amount obligated, amount expended, and available balance).

The report shall also contain the following Software Technical Metrics:

Comment density
Program load time
Number of classes and interfaces
Source lines of code

If Option Periods 1 and 2 are exercised by the government, the following additional items will be added to the above listing:

Code coverage
Coupling
Program Size
Throughput Analysis

12 Security Requirements

This contract will require access to classified material at the Secret Level.

- 12.1** The Contractor shall adhere to the current requirements in the National Industrial Security Program Operations Manual (NISPOM).
- 12.2** With respect to interoperability, CEMSA must conform to all standards to operate in the unclassified DHS network environments as well as the SECRET level HSDN environment, and the HYDRA environment. All CEMSA tools and data must be interoperable with existing tools and data in the RDMB Capability Portfolio which include all NISAC tools and an Application Program Interface (API).
Below is information pertaining to the standards to operate in the unclassified and classified DHS network environments.
 - 12.2.1** The Contractor shall specify what licenses and datasets are required.
 - 12.2.2** The Contractor shall specify what hardware is required.
 - 12.2.3** The Contractor shall supply all Federal Information Processing Standard (FIPS) 140-2, Level 3 certifications as part of the hardware/software specifications required for their solution.
 - 12.2.4** Applications will be hosted at the DHS data centers. At the option or the discretion of the government, the Contractor shall be required to develop a redundant system for failover in the classified environment.
 - 12.2.5** The Contractor shall have personnel with appropriate clearances. No foreign nationals can participate in the planning, design or development of CEMSA.
 - 12.2.6** DHS will be responsible for all Hardware and Operating System (OS) Support after install, including patches for OS.

- 12.2.7 The Contractor shall supply a test environment to test all application changes prior to those changes being installed in the operational environment.
- 12.2.8 The Contractor shall support the DHS certification and accreditation process to successful completion.
- 12.2.9 All Contractor designed, developed and implemented applications/code must successfully pass a source code review. The Contractor shall provide code to DHS designated representatives to perform code review and address comments received as required.
- 12.3 The Contractor shall complete the HSDN Application Hosting Questionnaire and subsequent DHS HSDN approvals.

12.4 System Security

To support the mission needs to work with sensitive data and to support a broad set of customers; the system developed under this effort shall be classified as defined below:

- 12.4.1 CEMSAF shall operate on unclassified DHS networks.
- 12.4.2 CEMSAF shall operate on the Homeland Secure Data Network (HSDN) at the secret level.
- 12.4.3 The system must meet the requirements of the system security plan.

12.5 Personnel Security

- 12.5.1 The Program Manager and any of his/her team who will have access to the HSDN shall hold a Secret clearance.
- 12.5.2 The Contractor shall ensure that all subcontractors have the appropriate clearances for work they perform under this contract.
- 12.5.3 No foreign nationals can participate in the planning, design or development of the CEMSAF system.

Points of Contact (POCs)

Contractor POCs are as follows:

- **Program Manager**

(b) (4)
[Redacted]

- **Contracts**

(b) (4)
[Redacted]

DHS POCs are as follows:

- **S&T Program Manager**

Dr. Nabil Adam
U.S. Department of Homeland Security
Science and Technology Directorate
245 Murray Lane SW - Bldg 410
Washington, DC 20528-0208
Phone: 202-254-6328
Fax: 202-254-6912
Email: nabil.adam@dhs.gov

- **Contracting Officer**
Joseph Wolfinger
U.S. Department of Homeland Security
Office of Procurement Operations
Science & Technology Acquisition Division
245 Murray Lane SW - Bldg 410
Washington, DC 20528-0208
Office: 202-254-6627
Fax: 202-254-6911
E-mail: joseph.wolfinger1@dhs.gov

The Contractor shall notify the DHS-S&T COTR for approval prior to changing the designated Technical POC in accordance with the Key Personnel clause.

Appendix A – Acronyms

Acronym	Definition
AMS	Advanced Modeling and Simulation
ATE	Automatic Test Equipment
CDR	Critical Design Review
CEMSA	Complex Event Modeling, Simulation & Analysis
CEMSAF	Complex Event Modeling, Simulation & Analysis Framework
CFR	Code of Federal Regulations
CI	Configuration Item
CIKR	Critical Infrastructures and Key Resources
CIO	Chief Information Officer
CM	Configuration Management
CSR	Contract Status Report
DEVS/SOA	Discrete Event Specification/Service Oriented Architecture
DHS-S&T	U. S. Department of Homeland Security – Science & Technology Directorate
DOORS	Dynamic Object Oriented Requirements Systems
EA	Enterprise Architecture
FCR	Functional Configuration Review
FIPS	Federal Information Processing Standard
FISMA	Federal Information Security Management Act
FOC	Full Operational Capability
FQT	Functional Qualification Test
GFE	Government -furnished Equipment
GFP	Government-furnished Property
HDD	Hardware Design Document
HSDN	Homeland Secure Data Network
HYDRA	Hierarchical Yet Dynamic Reprogrammable Architecture
ICD	Interface Control Document
IDD	Interface Design Document
IEEE	Institute of Electrical and Electronics Engineers
IGD	Infrastructure and Geophysical Division
ILS	Integrated Logistics Support
IMS	Integrated Master Schedule
IOC	Initial Operational Capability
IRS	Interface Requirement Specification
IS&GS	Information Systems & Global Services
IP	Infrastructure Protection
NIPP	National Infrastructure Protection Plan
NISAC	National Infrastructure Simulation and Analysis Center

Acronym	Definition
NISPOM	National Industrial Security Program Operating Manual
NIST	National Institute of Standards and Technology
OCD	Operations Concept Description
OMB	Office of Management and Budget
OS	Operating System
OWASP	Open Web Application Security Project
PBL	Product Baseline
PCR	Physical Configuration Review
PDF	Portable Document Format
PDR	Preliminary Design Review
PMP	Program Management Plan
RDMB	Risk Development and Modeling Branch
SDD	Software Design Document
SDDD	System Design Definition Document
SDLC	Software Development Life Cycle
SPEs	Software Product Evaluations
SRDD	Systems Requirements Definition Document
SRS	Software Requirement Specification
STP	Software Test Plan
STR	Software Test Report
TRL	Technical Refresh Level
TRM	Technical Reference Model
VPN	Virtual Private Network



Individual Small Business Subcontracting Plan

**Broad Agency Announcement
Complex Event Modeling Simulation and Analysis (CEMSA)
Broad Agency Announcement
BAA No. 09-12
Revision: Original**

Submitted To:

U.S. Department of Homeland Security (DHS)
Science & Technology Directorate (S&T)
Infrastructure/Geophysical Division (IGD)
245 Murray Lane SW
Washington, DC 20528-0001

January 26, 2010

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION
SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER HSHQDC-10-C-00043
<input type="checkbox"/>	b. SUBCONTRACT NUMBER
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER
	Due Date (YYYYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases)	Date (YYYYMMDD) 20100407
<input type="checkbox"/>	b. REVISED (Supersedes all previous specs)	Revision No. Date (YYYYMMDD)
<input type="checkbox"/>	c. FINAL (Complete item 5 in all cases)	Date (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

YES NO NO. If Yes, complete the following:
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

YES NO NO. If Yes, complete the following:
In Response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE THE BOEING COMPANY 499 BOEING BOULEVARD HUNTSVILLE, AL 35813	b. CAGE CODE 3A768	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service Building 3216, Little John Drive Huntsville, AL 35898
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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8. ACTUAL PERFORMANCE

a. NAME, ADDRESS, AND ZIP CODE Department of Homeland Security (DHS) Science & Technology (S&T) Directorate, Infrastructure and Geophysical Division various government locations within the Washington, DC metropolitan area and contractor sites (SEE ITEM 13).	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
--	--------------	--

9. GENERAL IDENTIFICATION OF THE PROCUREMENT

(U) TO PROVIDE RESEARCH AND DEVELOPMENT OF A COMPLEX EVENT MODELING, SIMULATION & ANALYSIS (CEMSA) PROGRAM FOR THE DEPARTMENT OF HOMELAND SECURITY (DHS), SCIENCE & TECHNOLOGY (S&T) DIRECTORATE.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
(2) Non-SCI		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER (Specify)		<input checked="" type="checkbox"/>
k. OTHER (Specify)					

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct

Through (Specify):

The contractor is responsible for obtaining approval from DHS S&T HSARPA and the Office of Security prior to release of any information received or generated under this contract.

Contract is required to obtain authority to release from the Department of Homeland Security; contractor shall coordinate with the COTR and the Office of Security (ASD) on all changes to this guidance. Prior to release of any information, contact 202-447-5347 to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. * In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Reference Item 8a: THE BOEING COMPANY, 499 BOEING BOULEVARD, HUNTSVILLE, AL 35813
Cage Code: 3A768 CSO: Defense Security Service Building 3216, Little John Drive Huntsville, AL 35898

Reference Item 10j: "Contractors shall control and safeguard FOUO in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated Jan 6, 2005. DHS contractors must sign a special Non-Disclosure Agreement before receiving access to FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (202) 447-5341."

Reference Item 11c & d: All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on "Marking Classified National Security Information" dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division, at telephone (202) 447-5341.

Reference Item 11g: See NISPOM Chapter 11, Section 2. Contractor shall submit a DD Form 1540 and 2345 for registration with DTIC. The contracting activity must certify need-to-know.

Reference Item 11k: The contracting activity Designated Security Officer (DSO) is responsible for requesting DCS services from the Commander, Defense Courier Service, ATTN: Operations Division, Fort George G. Meade, Maryland, 20755-5370. **Subcontracting:** Contracting activity DSO approval is required before a contractor can authorize another contractor to use DCS services.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements identify the pertinent contracted clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

Yes

No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

Yes

No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

CHRISTAL FULTON
christal.fulton@dhs.gov

b. TITLE

**Acting Chief, Industrial Security
Program Branch**

c. TELEPHONE (Include Area Code)

202-447-5347

d. ADDRESS (Include Zip Code)

**Department of Homeland Security
301, 7TH & D STREET, SW
Washington D.C. 20528**

e. SIGNATURE



17. REQUIRED DISTRIBUTION

a. CONTRACTOR

b. SUBCONTRACTOR

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

e. ADMINISTRATIVE CONTRACTING OFFICER

f. OTHERS AS NECESSARY