

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 34
2. CONTRACT (Proc. Inst. Ident.) NO HSHQDC-09-C-00168		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO RSTF-09-00009	
5. ISSUED BY	CODE DHS/OPO/S&T/EXBORD	6. ADMINISTERED BY (If other than Item 5)		CODE DHS/OPO/S&T/EXBORD

U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528	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) REVEAL IMAGING TECHNOLOGIES INC 28 CROSBY DRIVE BEDFORD MA 017301406		8. DELIVERY FOB ORIGIN <input type="checkbox"/> OTHER (See below) <input checked="" type="checkbox"/>
		9. DISCOUNT FOR PROMPT PAYMENT Net 30
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN <input type="checkbox"/> ITEM

CODE 114/148/10000	FACILITY CODE
11. SHIP TO/MARK FOR Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528	CODE DHS
12. PAYMENT WILL BE MADE BY DHS ICE Burlington Finance Center PO BOX 1000 Attn: S&T Division Williston VT 05495-1000	

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

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$499,771.00

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

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Karen M. Leary, Contracts Manager		20A. NAME OF CONTRACTING OFFICER Joseph F. Wolfinger	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 09/28/2009	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 9-28-2009
BY <i>Karen M. Leary</i> (Signature of person authorized to sign)		BY <i>[Signature]</i> (Signature of the Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-C-00168

PAGE OF
 2 34

NAME OF OFFEROR OR CONTRACTOR

REVEAL IMAGING TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 114714871+0000 Division: Explosives PPA: Counter IED Thrust: Detect Program: PBIED- Basic Research Projects & VBIED Detection - Basic Research Project Project: BAA 09-04 Detection of Person-Borne and Vehicle-Borne Improvised Explosive Devices Research Basic Research Topic Areas Performer: Reveal Imaging Technologies, Inc. Appropriation Year: FY09 (9X Funds) Budget Authority: No-Year R&D Funds Project Manager: Tom Coty Lead Support Staff: (b) (6)</p> <p>ALC: 70-08-1513 APPS: 70X0800</p> <p>Description: The purpose of this action is to award an effort selected under Broad Agency Announcement (BAA) No. 09-04. Work will be conducted in accordance with the attached Terms and Conditions (20 pages) and Statement of Work (SOW) (11 pages) entitled "Decision Fusion of Acoustic and Millimeterwave Signatures".</p> <p>Base Period (9 months) Cost: (b) (4) Fee: (b) (4) CPFF: \$499,771.00</p> <p>Option Period 1 (10 months) Cost: (b) (4) Fee: (b) (4) CPFF: \$1,577,719.00</p> <p>Option Period 2 (13 months) Cost: (b) (4) Fee: (b) (4) CPFF: \$1,867,287.00</p> <p>Total Period of Performance Cost: (b) (4) Fee: (b) (4) CPFF: \$3,944,777.00 Delivery: 270 Days After Award Accounting Info: NONE000-000-9X-33-06-03-003-01-00-0000-00-00-00-00 -GE-OE-25-50-000000 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-C-00168

PAGE OF
 3 34

NAME OF OFFEROR OR CONTRACTOR

REVEAL IMAGING TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
0001	Base Period (9 months) Obligated Amount: \$499,771.00				499,771.00
1001	Option Period 1 (10 months) Amount: \$1,577,719.00 (Option Line Item)				0.00
2001	Option Period 2 (13 months) Amount: \$1,867,287.00 (Option Line Item)				0.00
The total amount of award: \$3,944,777.00. The obligation for this award is shown in box 15G.					

TABLE OF CONTENTS

PART I – THE SCHEDULE.

Section B	Supplies or Services and Price/Cost.
B.1	Supplies/Services
B.2	Estimated Cost and Fixed Fee
Section C	Description/Specification/Work Statement.
C.1	Statement of Work
Section D	Packaging and Marking.
D.1	Packing, Packaging, Marking and Storage of Equipment
D.2	Markings
Section E	Inspection and Acceptance.
E.1	FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)
E.2	FAR 52.246-9, Inspection – Inspection of Research and Development (Short Form) (Apr 1984)
E.3	Inspection, Acceptance and Receiving Report
E.4	Acceptance Criteria
Section F	Deliveries or Performance.
F.1	FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)
F.2	FAR 52.247-34, FOB Destination (Jan 1991)
F.3	Period of Performance
F.4	Place of Performance
F.5	Notice of Delay
Section G	Contract Administration Data.
G.1	Invoice Submission
G.2	Other Direct Costs (ODCs)
G.3	Government Property
G.4	Travel Costs
G.5	Final Payment
Section H	Special Contract Requirements.
H.1	Post-award Evaluation of Contractor Performance
H.2	Advertisements, Publicizing Awards, and News Releases
H.3	Contracting Officer's Authority
H.4	Interpretation of Contract
H.5	Technical Direction
H.6	Intellectual Property

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	FAR Full Text Clauses

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

I.4 U. S. Department of Homeland Security Acquisition Regulation (HSAR) Full Text Clauses

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

HSAR 3052.219-70, Small Business Subcontracting Plan Reporting (Jun 2006)

HSAR 3052.228-70, Insurance (Dec 2003)

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

HSAR 3052-242-72, Contracting Officer's Technical Representative
(Dec 2003)

HSAR 3052.245-70, Government Property Reports (Jun 2006)

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

Section J List of Attachments.

J.1 Statement of Work

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES/SERVICES. The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the supplies and services set forth in the Statement of Work (Section J).

B.2 ESTIMATED COST AND FIXED FEE.

- a) This is a Cost Plus Fixed Fee (CPFF) type contract. The total estimated cost of this contract, as contemplated by the FAR Clause 52.232-20, entitled "Limitation of Cost," is \$499,771.00.
- b) The fixed fee for this contract, as contemplated by FAR Clause 52.216-8, entitled "Fixed Fee," (b) (4). The fixed fee shall be paid pursuant to the terms of this clause.
- c) The total amount of this contract is \$499,771.00.
- d) The total amount allotted to this contract is \$499,771.00 (fully funded). It is estimated that this amount is sufficient to cover the entire period of performance.
- e) Notwithstanding the language contained herein in Section B.2, performance is subject to the limitations set forth in the FAR Clause 52.232-20, Limitation of Cost.

(END OF SECTION B)

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK.

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

(END OF SECTION C)

SECTION D - PACKAGING AND MARKING

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

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

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

D.2 Markings.

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

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

(END OF SECTION D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of Federal Acquisition Regulation (FAR) clauses may be accessed electronically at this address: <http://www.arnet.gov/far>.

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

E.3 INSPECTION, ACCEPTANCE AND RECEIVING REPORT.

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

E.4 ACCEPTANCE CRITERIA.

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

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

(END OF SECTION E)

SECTION F - DELIVERIES OR PERFORMANCE.

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

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

F.3 PERIOD OF PERFORMANCE.

The base period of performance of this contract shall be for nine months from date of award. There will be two additional option periods, option period 1 for 10 months and option period 2 for 13 months, from date of option exercise, respectively. Pursuant to the terms of this contract, the Government has the discretion to extend the period of performance by exercising none, one or both of the option periods.

F.4 PLACE OF PERFORMANCE.

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

F.5 NOTICE OF DELAY.

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

(END OF SECTION F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE SUBMISSION.

1) Billing Instructions.

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

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

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

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

d) 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 follows:

Invoices should be e-mailed to: (b)(2) (b)(6).

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

G.2 OTHER DIRECT COSTS (ODCs).

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

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

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

of the invoices of any equipment purchased as a direct cost to this contract, as well as the equipment serial number, to the Government Contracting Officer when the equipment is purchased.

G.3 GOVERNMENT PROPERTY.

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

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

G.4 TRAVEL COSTS.

a) Travel may be required to support this Statement of Work. All travel must be approved in advance by the COTR. Travel approval may be documented via e-mail. Contractor travel requests shall include the following: the name of traveler(s), purpose of trip, destination(s), number of travel days, estimated air fare, per diem, estimated car rental (if applicable), and other associated travel costs.

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

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

2) Per diem will be reimbursed at actual costs, not to exceed the per diem rates set forth in the Federal Travel Regulation, prescribed by General Services Administration (www.gsa.gov); 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 receipt is required for each individual expenditure over \$25.00. The Contractor will maintain these receipts at its facility for review upon request by the Contractor's cognizant audit agency or the DHS contracting officer and/or contracting officer's technical representative.

c) Local Travel Costs will not be reimbursed. Local travel costs include, but are not limited to, the following:

- 1) Travel at Government installations where Government transportation is available.
- 2) Travel performed for personal convenience/errands, including commuting to and from work.
- 3) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractor's or contractor employee's convenience.
- 4) Within fifty (50) miles of the individual's assigned duty station.

Travel to local test sites will be reimbursed.

G.5 FINAL PAYMENT.

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

(END OF SECTION G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE.

a) Contractor Performance Evaluations

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

b) Electronic Access to Contractor Performance Evaluations

FAR Part 42.15 requires agencies to prepare annual and final evaluations of contractor performance. The U.S. Department of Homeland Security utilizes the Department of Defense (DoD) Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can

be obtained at the following URL: <https://www.cpars.csd.disa.mil>.

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

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

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

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

H.3 CONTRACTING OFFICER'S AUTHORITY.

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

Contracting Officer

U. S. Department of Homeland Security
Office of Procurement Operations
Science and Technology Acquisitions Division
Attn: Joseph F. Wolfinger
245 Murray Lane SW
Building 410
Washington, DC 20528
Phone: (b) (6)
Fax: 202-254-5391
E-mail Address: joseph.wolfinger1@dhs.gov

H.4 INTERPRETATION OF CONTRACT.

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

H.5 TECHNICAL DIRECTION.

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

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

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

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

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

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

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

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

H.6 INTELLECTUAL PROPERTY.

Reveal Imaging Technologies, Inc. asserts that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished with Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions
(b) (4)			

(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 52.217-8, Option to Extend Services (Nov 1999) [insert 30 days]

FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000) [insert "1 day" and "60" in respective blanks in para. (a) and "32 months" in para. (c)]

FAR 52.219-8, Utilization of Small Business Concerns (May 2004)

FAR 52.219-9, Small Business Subcontracting Plan (Apr 2008)

FAR 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999)

FAR 52.222-2, Payment for Overtime Premiums (Jul 1990) [insert "zero" in para. (a)]

FAR 52.222-3, Convict Labor (Jun 2003)

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

FAR 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

FAR 52.222-26, Equal Opportunity (Mar 2007)

FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)

FAR 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)

FAR 52.222-37, Employment Reports on special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)

FAR 52.222-50, Combating Trafficking in Persons (Aug 2007)

FAR 52.222-54, Employment Eligibility Verification (Jan 2009)

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

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

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

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

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

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

FAR 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)

FAR 52.227-1, Authorization and Consent (Dec 2007) (Alt I) (Apr 1984)

FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)

FAR 52.227-3, Patent Indemnity (Apr 1984)

FAR 52.227-9, Refund of Royalties (Apr 1984)

FAR 52.227-11, Patent Rights – Ownership by the Contractor (Dec 2007)

FAR 52.227-16, Additional Data Rights (Jun 1987)

FAR 52.227-19, Commercial Computer Software – Restricted Rights (Dec 2007)

FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)

FAR 52.228-7, Insurance – Liability to Third Parties (Mar 1996)
 FAR 52.230-2, Cost Accounting Standards (Apr 1998)
 FAR 52.230-6, Administration of Cost Accounting Standards (Mar 2008)
 FAR 52.232-9, Limitation on Withholding of Payments (Apr 1984)
 FAR 52.232-17, Interest (Jun 1996)
 FAR 52.232-20, Limitation of Cost (Apr 1984)
 FAR 52.232-23, Assignment of Claims (Jan 1986)
 FAR 52.232.-25, Prompt Payment (Oct 2003)
 FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor
 Registration (Oct 2003)
 FAR 52.233-1, Disputes (Jul 2002) Alt I (Dec 1991)
 FAR 52.233-3, Protest after Award (Aug 1996) Alt I (Jun 1985)
 FAR 52.233-4, Applicable Law for Breach of Contract (Oct 2004)
 FAR 52.237-3, Continuity of Services (Jan 1991)
 FAR 52.242-1, Notice of Intent to Disallow Costs (Apr 1984)
 FAR 52.242-3, Penalties for Unallowable Costs (Mar 2001)
 FAR 52.242-13, Bankruptcy (Jul 1995)
 FAR 52.242-15, Stop Work Order (Aug 1989) (Alt I) (Apr 1984)
 FAR 52.243-2, Changes – Cost Reimbursement (Aug 1987)
 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, Subcontracts (Jun 2007) (Alt I) (Jun 2007)
 FAR 52.244-5, Competition in Subcontracting (Dec 1996)
 FAR 52.244-6, Subcontracts for Commercial Items (Mar 2007)
 FAR 52.245-1, Government Property (Jun 2007)
 FAR 52.245-9, Use and Charges (Jun 2007)
 FAR 52.246-25, Limitation of Liability – Services (Feb 1997)
 FAR 52.249-6, Termination (Cost-Reimbursement) (May 2004)
 FAR 52.249-14, Excusable Delays (Apr 1984)
 FAR 52.251-1, Government Supply Sources (Apr 1984)
 FAR 52.253-1, Computer Generated Forms (Jan 1991)

I.3 FAR CLAUSES IN FULL TEXT

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

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

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

“Computer software”— (1) *Means* (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled. (2) Does not include computer databases or computer software documentation.

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

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not

include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

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

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

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

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

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

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

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

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

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

(c) *Copyright—(1) Data first produced in the performance of the contract.* Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a

published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

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

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

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

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings. (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings; (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions. (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the

Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

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

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

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

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

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

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

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

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

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: (i) Use (except for manufacture) by support service contractors; (ii) Evaluation by nongovernment evaluators; (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part; (iv) Emergency repair or overhaul work; and (v) Release to a foreign government, or its

instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

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

(End of notice)

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

Restricted Rights Notice (Dec 2007)

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

(b) This computer software may be—

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

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

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

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

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

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

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

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

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

(End of notice)

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

Restricted Rights Notice Short Form (Jun 1987)

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

(End of notice)

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

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

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

(End of clause)

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

HSAR 3052.215-70 Key Personnel or Facilities (DEC 2003)

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

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

The Key Personnel or Facilities under this Contract:

(b) (4)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(End of clause)

HSAR 3052.219-70 Small Business Subcontracting Plan Reporting (JUN 2006).

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

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

(End of clause)

HSAR 3052.228-70 Insurance (Dec 2003)

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

COTR

Name: Tom Coty

Phone No: (b)(2) (b)(6)

E-mail Address: (b)(2) (b)(6)

(End of clause)

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 clause)

(END OF SECTION I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 STATEMENT OF WORK.

Statement of Work for Decision Fusion of Acoustic and Millimeterwave Signatures

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

PR No. RSIE-09-00009

I. Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The DHS Directorate of Science and Technology (S&T) is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. DHS S&T is committed to protecting the homeland, its infrastructure, and citizens from threats including those presented by Improvised Explosive Devices (IEDs).

The Counter-IED (C-IED) program at DHS S&T is accomplishing this by developing technologies that aid in the detection of IEDs and their explosive components. DHS S&T customers need a greater capability than what is currently available for detecting IEDs in vehicles, specifically in standoff applications. This is especially relevant at high volume public areas and entrances to important infrastructure.

The Decision Fusion of Acoustic and Millimeterwave Signatures program will support this effort through researching multispectral imaging of explosive devices for the C-IED program.

II. Scope of Work

Reveal Imaging Technologies, Inc. (Reveal) will be investigating the fusing of acoustic and millimeterwave (MMW) signatures and establish the feasibility of developing a technology. Reveal will perform the tasks stated below:

Phase 1 – Feasibility Study

Task

1 Kickoff Meeting. A kickoff meeting will be held via teleconference NLT 15 days after contract award. The detailed tasks will be discussed and any issues or concerns of the project raised.

2 Design and Assemble Test Mannequin

2.1 Construct (b) (4) *and test performance.* Design, assemble, test and optimize materials to (b) (4)

(b) (4)

2.2 (b) (4) based on performance results. The optimal material mixture will be applied to (b) (4)

2.3 Select test objects with DHS S&T input. Reveal plans to use the following as threat objects:

(b) (4)

3 (b) (4)

4 Mechanical Modifications of Sensor Platform. The sensor platform, sensor mounting system, and weight negating system will be modified to accommodate the weight and size of the new (b) (4) sensors.

5 Modify Data Collection Software. The existing data collection software will be modified to control the transmit signal of the new (b) (4). Additionally, the software will be modified to control multiple (b) (4)

6 Data Collection

6.1 (b) (4) Performance/Calibration/Characterization. Data will be collected with the (b) (4) to characterize their performance. Data, to (b) (4) will be collected from a set of standard resolution objects and a calibration object at various distances. These data will be used to characterize the performance of the individual sensors and to calibrate the sensors against each other. Additionally, data will be collected for the various threat objects (b) (4)

6.2 (b) (4) Acoustic Threat Target Data - Optimal Configuration. Data will be collected using a set of threat objects obscured (b) (4). The objects will not (b) (4) (b) (4), but positioned to (b) (4)

6.3 (b) (4) Threat Target Data - Concealment Configuration. Data will be collected using a set of threat objects (b) (4). The objects will be (b) (4)

7 Software Framework. The existing (b) (4) software for data preprocessing, image reconstruction and analysis will be modified to accommodate the new data streams from the modified (b) (4) data collection system. Additionally, Reveal will modify the software to utilize the newly developed (b) (4) algorithms.

8 Data Analysis/Validation

8.1 Characterize (b) (4). Each individual sensor's (b) (4) (b) (4) will be characterized.

This information will be used to calibrate each sensor performance against each other. (b) (4)

8.2 Analyze (b) (4)

8.3 Measure (b) (4)

8.4 Comparative analysis (b) (4)

8.5 Analyze (b) (4) data sets for (b) (4) effects. (b) (4)

9 Algorithm Development

9.1 Modify (b) (4)

9.2 Develop detection algorithms for the individual sensors. (b) (4)

9.2.1 Develop (b) (4) segmentation & feature extraction algorithm. (b) (4)

9.2.2 Develop (b) (4) detection algorithm. (b) (4)

9.2.3 Develop (b) (4) extraction algorithm. (b) (4)

(b) (4)

9.2.4 Develop (b) (4) *detection algorithm.* (b) (4)

9.3 Develop (b) (4) *and classification algorithms.* (b) (4)

9.3.1 Develop (b) (4) *association algorithm.* (b) (4)

9.3.2 Develop (b) (4) *algorithm.* (b) (4)

9.4 *Conduct preliminary analysis on system detection performance.* (b) (4)

9.4.1 *Tune algorithms to collected data.* (b) (4)

9.4.2 *Analyze failures and determine root causes.* (b) (4)

Option 1 Phase 2 – Design Phase

In Phase 2, Reveal will design and assemble (b) (4) (b) (4) for the collection of (b) (4). This will allow Reveal to develop a robust (b) (4) algorithm and assess the detection performance of the system.

Additionally, Reveal will investigate the trade-offs of a (b) (4). From this analysis Reveal will determine the optimal configuration (cost-vs.-performance) for a prototype (b) (4).

Option 2 Phase 3 – Prototyping

In Phase 3, Reveal will design and assemble a prototype (b) (4). (b) (4) Reveal will demonstrate this prototype at its facility using threat objects and placements at the discretion of the Government sponsor.

Program Element / Project	Major Sub-Tasks	Key Milestones and Deliverables
<p>Phase I. Feasibility (b) (4) (b) (4) Funded by this action</p>	<ol style="list-style-type: none"> 1. Design and Assemble (b) (4) 2. (b) (4) 3. Mechanical Modifications of Sensor Platform 4. Modify Data Collection Software 5. Data Collection 6. Software Framework 7. Data Analysis/Validation 8. Algorithm Development 	<ul style="list-style-type: none"> • Teleconferences & Meetings with DHS S&T Technical POC, as requested or required. • Reports to DHS S&T Technical POC, as requested & outlined. • Monthly Summaries, NLT 8 days after month’s end. • Monthly Teleconferences with DHS S&T Technical POC, NLT 10 days after month’s end. • Quarterly Reports- 3, 6, and 9 months after award. • Quarterly Presentations to DHS S&T Technical POC, NLT 5 days after Quarterly Report.

Program Element / Project	Major Sub-Tasks	Key Milestones and Deliverables
		<ul style="list-style-type: none"> Phase I Final Report- 9 months after award.
<p>Phase 2 (Option): Design (b) (4) (b) (4) sensors (Unfunded)</p>	<ol style="list-style-type: none"> Design preliminary prototype sensor Assemble preliminary prototype sensor Develop (b) (4) algorithm Data collection 	<ul style="list-style-type: none"> Teleconferences & Meetings with DIIS S&T Technical POC, as requested or required. Reports to DHS S&T Technical POC, as requested & outlined. Monthly Summaries, NLT 8 days after month's end. Monthly Teleconferences with DHS S&T Technical POC, NLT 10 days after month's end. Quarterly Reports- 3, 6, and 9 months after award. Quarterly Presentations to DHS S&T Technical POC, NLT 5 days after Quarterly Report. Preliminary Design review- NLT 6 months after award of Phase II. Phase II Final Report- 10 months after award.
<p>Phase 3 (Option): Prototyping of (b) (4)</p>	<ol style="list-style-type: none"> Design prototype 	<ul style="list-style-type: none"> Critical Design

Program Element / Project	Major Sub-Tasks	Key Milestones and Deliverables
(b) (4) sensor (Unfunded)	sensor 2. Assemble prototype sensor 3. Data Collection	Review- NLT 6 months after award. <ul style="list-style-type: none"> • Phase III Final report- NLT 13 months after award of Phase III. • Advanced Prototype.

Non-proprietary quad chart and program summary sheet, to be submitted to the DHS S&T Contracting Officer’s Technical Representative (COTR) 15 days after contract award, and then updated as necessary. The quad chart will be one page with four annotated summary sections and the program summary sheet will contain an expanded summary and be no longer than one page in length.

Monthly Status Teleconferences will consist of the following:

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

Quarterly Status Presentations will consist of the following:

Quarterly presentations will take place within five days of submission of the quarterly reports. Quarterly reports are due as outlined in the chart above and are not to exceed 10 pages with cover page and will be electronically submitted to the DHS S&T COTR. The Quarterly presentations will be either conducted via phone or in person between the Principal Investigator for Reveal and the DHS S&T COTR to discuss the Quarterly Reports. These reports will describe the previous 90 calendar days’ activity (60 days for the final time period), principals involved in the actual work of the period, technical progress achieved against goals, difficulties encountered, funds expended against each sub-task in the previous period, recovery plans (if needed), explicit plans for the next time period, and financial status. Due Date: 3, 6, 9, and 12 months after award.

Final Reports will consist of the following:

For a final report, Reveal will provide a technical report of their work performed during the preceding Phase or Phases. This will include, where applicable, performance predictions, estimates of cost of ownership, and an enumeration of remaining unknowns and uncertainties. This final report will be a cumulative, stand-alone document that describes the work of the entire Phase leading up to it. It must include any technical data gathered, such as measurements taken, models developed, simulation results, and formulations developed. This final report should also include “lessons learned” from the effort, recommendations for future research in this area, and a comprehensive account of all funds expended. The final report will also include documentation of the executed work plan, including the contracted Statement of Work (SOW), as well as a work plan and SOW for proposed future efforts where appropriate. Due Date: 9, 10, and 13 months after award of Phases I, II, and III, respectively.

Other Reports:

Additional deliverables will be required depending upon specific program attributes. Reveal and the Government will come to mutual agreement of the format and extent of such deliverables at the time of award. Additional deliverables may include, but are not limited to:

- Participation in an annual DHS event at the discretion of the DHS S&T COTR. Possible events include presentation or exhibition at Stakeholder’s meetings, customer events, or select technical conferences,
- Review meetings, including a kickoff meeting and a final review meeting. Location of these meetings will be at the discretion of the DHS S&T COTR, but will likely be at the preferred location of Reveal or DHS S&T HQ,
- Where appropriate, system engineering drawings, blueprints, and specifications will be compiled and delivered to DHS S&T along with the final report.

III. Other Contract Details

- A. Period of Performance.** The period of performance for this SOW is from the contract award date to nine months after the award date. DHS may give subsequent extension notices to Reveal in writing for further performance in accordance with the terms of this SOW.
- B. Travel.** Travel may be required in the performance of the duties listed herein. It is anticipated that travel will be limited to the Washington D.C. metro area, and Bedford, MA. The DHS S&T COTR must approve all additional travel. All travel and other direct costs associated with the execution of the tasks indicated in this SOW will be reimbursed in accordance with the limits set forth in the Federal Travel Regulations, provided the performer provides appropriate supporting documentation.
- C. DHS-Furnished Information.**
 - a. DHS will provide certain DHS information, materials, and forms unique to DHS to Reveal to support certain tasks under this SOW.

b. The DHS S&T COTR identified in this SOW will be the point of contact (POC) for identification of any required information to be supplied by DHS.

c. Reveal will prepare any documentation according to the guidelines provided by DHS.

D. DHS-Furnished Facilities, Supplies, and Services. If work at DHS-provided facilities is necessary for the services being performed under this SOW, such facilities will be provided at S&T's office in Washington, 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 Reveal personnel working in S&T's office.

E. Place of Performance. Reveal will perform the work under this SOW at their Bedford, MA location.

F. DHS-Furnished Property. DHS property will not be provided to Reveal unless otherwise agreed to under this contract. In such instances, DHS will maintain property records.

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

G. Deliverables. Reveal will provide all deliverables identified in this SOW directly to the DHS S&T COTR and DHS S&T Contracting Officer with a copy of the transmittal letter to the Financial Analyst.

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

I. Funding Requirements. DHS will provide funding to Reveal in accordance with DHS's appropriations and available funds.

J. Security Requirements.

a. All work performed under this SOW is unclassified unless otherwise specified by DHS.

b. If classified work is required under this SOW, DHS will provide specific guidance to Reveal as to which work will be conducted in a classified manner and at which

classification level. Reveal will also adhere to other applicable Government orders, guides, and directives pertaining to classified work.

IV. Points of Contact

Reveal Points of Contact (POCs) are as follows:

Technical POC –

(b) (4)
Reveal Imaging Technologies, Inc.
201 Burlington Road
Bedford, MA 01730

(b) (6)

Financial POC –

Ms. Karen Leary, Contracts Manager
Reveal Imaging Technologies, Inc.
201 Burlington Road
Bedford, MA 01730

(b) (6)

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

The DHS POCs are as follows:

DHS S&T COTR –

Thomas Coty
Department of Homeland Security
Science and Technology Directorate
Explosives Division
245 Murray Lane
Washington, DC 20528

Tel: (b)(2) (b)(6)

Fax: (b)(2) (b)(6)

(b)(2) (b)(6)

DHS S&T Explosives Operations Manager -

(b) (6)
Department of Homeland Security
Science and Technology Directorate
Explosives Division

245 Murray Lane
Washington, DC 20528

Tel: (b)(2) (b)(6)

Fax: (b)(2) (b)(6)

(b)(2) (b)(6)

DHS S&T Financial Analyst -

(b) (6)

Contractor in Support of:
Department of Homeland Security
Science and Technology Directorate
Office of Chief Financial Officer
245 Murray Lane
Washington, DC 20528

Tel: (b)(2) (b)(6)

Fax: (b)(2) (b)(6)

(b)(2) (b)(6)

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