

- b. Procedures for annual assessment of the performance (including cost, quality, and timeliness) of the FFRDC on DHS-sponsored work;
- c. DHS procedures for avoidance of individual and organizational conflict of interest;
- d. DHS procedures for protection of sensitive and proprietary information.

2. The multiple agency sponsorship agreement may contain additional DHS-specific policies and procedures if appropriate (e.g., level of effort for DHS-sponsored work).

C. **Core Statement.** FFRDCs shall be used in a manner that is consistent with their core statement. The core statement will be part of or incorporated by reference into the sponsorship agreement. The core statement must be specific enough to differentiate between work that is within the purpose, mission, general scope of effort, or special competency of the FFRDC and work that is not. The US(S&T) maintains a core statement for each FFRDC for which DHS is the primary sponsor or is a sponsoring party under a multiple agency sponsorship agreement and reviews work proposed by DHS users to ensure that it is consistent with the core statement.

D. **Sponsoring Agreement.** DHS shall administer and use FFRDCs in a manner that is consistent with their sponsoring agreements. The specific content of a sponsoring agreement may vary depending on the nature of the relationship between DHS and the FFRDC. Sponsoring agreements may be supplemented with operating instructions; however, at a minimum sponsoring agreements must include the following:

- 1. Core statement, as described in paragraph VI.C above.
- 2. Provisions for the orderly termination or nonrenewal of the contract, disposal of assets, retention and/or disposition of retained earnings, and settlement of liabilities. The responsibility for capitalization of the FFRDC must be defined in such a manner that ownership of assets may be readily and equitably determined upon termination of the FFRDC's relationship with DHS.

3. A prohibition against the FFRDC competing with any non-FFRDC concern in response to a formal federal agency request for proposal for other than the operation of an FFRDC or certain types of broad agency announcements. This prohibition is ordinarily applied to any parent organization in its non-FFRDC operations. The US(S&T) may expand this prohibition as deemed necessary and appropriate for DHS-sponsored FFRDCs.

4. A determination of whether the FFRDC may accept work from other than DHS (nonsponsors). If nonsponsor work can be accepted, a description of the procedures to be followed will be included, along with any limitations as to the nonsponsor from which work can be accepted (e.g., other federal agencies; state, local or foreign governments; or not-for-profit organizations that operate in the public interest; that is, public charities). An FFRDC for which DHS is the primary sponsor may only perform core work as defined in its core statement and in accordance with the following guidelines:

- a. The US(S&T) or its designee must approve all work.
- b. Work may only be accepted from DHS, other federal entities, state and municipal governments, and not-for-profit organizations that operate in the public interest; i.e., public charities.
- c. A DHS FFRDC may accept no commercial work.

5. Limitations on non-FFRDC work by the parent institution. Parent institutions operating DHS-sponsored FFRDC(s) may perform non-FFRDC work subject to US(S&T) or its designee review for compliance with established criteria mutually agreed upon by the US(S&T) and the parent institution. The criteria shall be addressed in the sponsoring agreement. In establishing these criteria, the following guidelines shall be used:

- a. Non-FFRDC work by parent institutions should be in the national interest, such as addressing economic, social, or governmental issues.
- b. Non-FFRDC work shall not undermine the independence, objectivity, or credibility of the FFRDC by posing an actual or perceived conflict of interest, nor shall it detract from the performance of FFRDC work.
- c. Non-FFRDC work shall not be acquired by taking unfair advantage of the parent institution's operation of its FFRDC(s) or of information that is available to that parent institution only through its FFRDC(s).

d. Non-FFRDC work may be done for public sector entities and not-for-profit organizations that operate in the public interest; e.g., public charities. Commercial work (i.e., work for for-profit entities) may only be accepted if the sponsor grants a specific exception in writing for the commercial work request at issue. If the sponsor grants an exception, such work may not exclusively benefit any individual for-profit entity to avoid the appearance that an FFRDC parent organization is endorsing a particular product, company, or industrial process.

e. There are no specified dollar limits on the volume of non-FFRDC work. However, subject to any specific terms in the sponsoring agreement, the US(S&T) will periodically assess whether the non-FFRDC work performed by the parent institution is impairing its ability to perform its FFRDC work.

f. Universities operating DHS-sponsored FFRDCs are not restricted from performing non-FFRDC work. Such work must be obtained, however, in a manner compliant with applicable procurement policies to ensure that the work is not acquired through an unfair advantage associated with the FFRDC mission, purpose, or special relationship.

6. Technology transfer activities. Sponsoring agreements may include authority for FFRDCs to participate with industry in technology transfer activities when appropriate. The US(S&T) will include adequate safeguards to ensure the FFRDC remains free of organizational conflicts of interest and that the conditions for establishing and maintaining the FFRDC are not compromised. The safeguards should include specific review and approval of technology transfer work by the US(S&T) or its designee on a case-by-case basis.

7. A description of the procedures used to make an annual assessment to evaluate performance in the areas of technical quality, responsiveness, value, cost and timeliness. A description of the feedback mechanism used to identify and resolve any perceived or real problems is also required. The US(S&T) maintains and implements the annual assessment procedures for DHS-sponsored FFRDCs and provides feedback to the primary sponsor.

8. Advance Agreements. When cost-type contracts are used, the US(S&T) should identify any cost elements or fees that require advance agreement and/or approval. Such items may include, but are not limited to personnel compensation, depreciation, various indirect costs such as independent research and development, or others as deemed appropriate by the sponsor. Any excess funding will be deobligated and returned to DHS.

9. Prepublication review policies. While DHS is sensitive to the need for the FFRDC, or its parent institution, to publish its research findings in appropriate professional fora, the US(S&T) in the sponsorship agreement will ordinarily establish pre-publication controls on the publication of research results that have been funded by DHS, or another US government sponsor that wishes to limit dissemination of the findings. This restriction is necessary to protect the needs of the government to enjoy a long-term and “trusted agent” relationship with the FFRDC’s parent institution and the need for the FFRDC to have extraordinary levels of access to sensitive government information.

E. ***FFRDC Level of Effort***. It is the policy of DHS to use staff years of technical effort (STEs) in sizing and managing DHS-funded FFRDC work. Although the total number of STEs available will be constrained by DHS budgetary considerations, STEs will provide a standard measure across all of DHS’ FFRDCs for projecting DHS workload and funding requirements. [Appendix B](#) contains the standard definition of STEs to be used in computing workload requirements. DHS reserves the right to establish on an annual basis (and prior to each new fiscal year) a ceiling on the maximum number of STEs for DHS-funded FFRDC work (including work by DHS-sponsored FFRDCs, DHS work by FFRDCs under multiple agency sponsorship agreements, and DHS work by FFRDCs sponsored by other government agencies).

1. General guidelines. Annual levels of effort shall be based upon application of the core concept and the following guidelines:

- a. Maintain a relatively stable level of effort; and
- b. Maintain competency in core areas.

2. Establishment of level of effort. The US(S&T) will establish a workload annually by STE for each FFRDC based on:

- a. DHS needs;
- b. A determination that those needs require one or more of the core capabilities of the FFRDC; and

c. The general guidelines laid out in subparagraph V1.E.1. above.

3. Nonsponsor use of DHS-sponsored FFRDCs. FFRDC work funded using non-DHS appropriations will comply with the same policies and constraints as DHS-funded work and will be reported in accordance with [Appendix A](#).

F. **Strategic Relationship**. It is the policy of DHS to maintain a strategic relationship with each FFRDC for which DHS is the primary sponsor or is a party to a multiple agency sponsorship agreement. Strategic relationships enable FFRDCs to develop and maintain in-depth knowledge of their sponsor's programs and operations; to maintain continuity and currency in their special fields of expertise, and a high degree of competence in their staff and work; to maintain their objectivity and independence; and to respond to the emerging needs of their sponsor and users. The US(S&T) fosters the strategic relationship by:

1. Ensuring that DHS users are aware and make appropriate use of the capabilities accessible via FFRDC sponsoring agreements (including multiple agency sponsorship agreements);
2. Helping to ensure that the FFRDC has access to all necessary information required to effectively execute assigned tasks;
3. Helping to ensure that the FFRDC has sufficient insight into DHS priorities and emerging issues to enable FFRDC management to sustain and adapt FFRDC competencies consistent with its core statement; and
4. Providing oversight to guard against conflict of interest issues.

G. **Comprehensive Review**. For DHS-sponsored FFRDCs, prior to renewal of the FFRDC contract, the US(S&T) shall conduct a comprehensive review of the continuing use of and need for the FFRDC. This review must comply with FAR 35.017. The resulting determination to approve continuation or termination of the sponsorship shall be made by the US(S&T) in consultation with the relevant Component customers prior to the anticipated contract renewal date. [Appendix C](#) contains guidelines for the conduct of comprehensive reviews to ensure consistency and thoroughness in the review process.

H. **Reports**. The Secretary of Homeland Security requires specified and *ad hoc* reports in order to perform necessary oversight functions and responsibilities. The schedule and content of reports and other submissions currently required are shown in [Appendix A](#).

I. **The Office of the Inspector General (OIG)**. OIG is responsible under the Inspector General Act of 1978, as amended, to oversee programs of the DHS, including activities conducted by and through FFRDCs, and has the right to access any DHS and FFRDC records relating to programs receiving support from DHS. Nothing in this MD or any sponsoring agreement shall limit the authority of the OIG as prescribed by the Inspector General Act and MD 0810.1, The Office of Inspector General.

J. **Requirements to Work with FFRDCs**. The process for working with FFRDCs begins with the identification of a requirement and early in the acquisition planning stage. Potential task sponsors should contact the appropriate program management office within US(S&T) when a requirement exists to determine if the potential task is within the general scope of effort, mission, purpose, or special competency of an FFRDC. US(S&T) will post detailed guidance on the dhs.gov website on how to work with FFRDCs. The program management office will provide guidance and assistance to task sponsors. [Appendix D](#) is an overview of the process.

REPORTING REQUIREMENTS FOR DHS FFRDCs

ANNUAL REPORTING REQUIREMENTS	DUE DATE	DESCRIPTION
Annual Report on Staff Years of Technical Effort (STEs) and Funding	15 November	Provide the Secretary of Homeland Security with a report showing STEs and associated funding data (DHS and non-DHS). US(S&T) will provide required data for: (1) Congressional Reporting (2) Budget Estimates.
Mid-Year Status Update	30 April	Provide the Secretary of Homeland Security a report for use in monitoring FFRDC obligations (DHS and non-DHS). The report should address the US(S&T)'s ability to use and fund all authorized DHS-funded STEs; if excess STEs are anticipated; and if exceptions are anticipated.
Annual Review Assessment	30 days after completion of the assessment	Provide to the Secretary of Homeland Security a copy of the annual review assessment. The requirements for an annual assessment may be met by the Comprehensive Review during the year that a Comprehensive Review is required.
Changes to Sponsoring Agreement or Core Statement	Within 30 days of change implementation	Provide the Secretary of Homeland Security with copies of changes to the sponsoring agreement or core statement.
Comprehensive Review Notification	One year prior to due date of the review	Advise the Secretary of Homeland Security of Comprehensive Review initiation. The Secretary of Homeland Security will advise the US(S&T) of any special review requirements.
Comprehensive Review	NLT 90 days prior to renewal of the FFRDC contract	Provide to the Secretary of Homeland Security the results of the Comprehensive Review for the use and need of the FFRDC in accordance with this MD (see Appendix C) and FAR Part 35.017. Secretary of Homeland Security concurrence is required prior to renewal of the FFRDC contract.

STAFF YEAR OF TECHNICAL EFFORT (STE)

In calculating workload requirements to be delivered during the fiscal year, FFRDCs and the US(S&T) shall use the standard definition of STE and work year shown below:

- STEs apply to direct professional and consultant labor, performed by researchers, mathematicians, programmers, analysts, economists, scientists, engineers, and others who perform professional-level technical work primarily in the fields of studies and analyses, systems planning, and program and policy planning and analysis.
- Minimum educational requirements for STE employees and consultants are a baccalaureate degree from an accredited college or university. In rare instances, non-degree personnel may be included, but only if they possess the equivalent of a baccalaureate degree in education and experience, and are performing work of the same type and level as that performed by degreed STE employees.
- An STE work year is defined to be 1,810 hours of paid effort for technical services. STE work years include both FFRDC employees and subcontracted consultant technical effort.

COMPREHENSIVE REVIEW GUIDELINES FOR DHS- SPONSORED FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTERS (FFRDCs)

PURPOSE: The purpose of the comprehensive review is to analyze formally the use and need for the FFRDC in order to assist the Secretary of DHS in determining whether to continue sponsorship of the FFRDC. The FFRDC sponsor will perform the comprehensive review with the advice and assistance of the office of the US (S&T) and the contracting activity.

This appendix provides guidelines for reporting the results of FFRDC comprehensive reviews in accordance with this MD and the FAR.

- Identify the FFRDC, its primary sponsor and contracting activity. Include the date and term of the FFRDC's current sponsoring agreement.
- Provide a detailed examination of the sponsor's special technical needs and mission requirements that are being performed by the FFRDC to determine whether, and at what level, they should continue to exist (FAR 35.017-4 (c)(1)).

Identify requirements for FFRDC support including known specific programs involved, the level of effort required and the types of tasks to be performed.

- Consider alternative sources (FAR 35.107-4(c)(2)):

Specify the special research, systems development, or analytical needs, skills, and/or capabilities involved in accomplishing FFRDC tasks.

Explain why the capabilities cannot be provided as effectively by in-house personnel, for-profit or not-for-profit contractors, university-affiliated organizations, or another existing FFRDC. Include statements on the alternatives to the FFRDC that were considered and the rationale for not selecting each of them.

- Provide a detailed assessment of the efficiency and effectiveness of the FFRDC in meeting a sponsor's/user's needs including the FFRDC's ability to maintain its objectivity, independence, quick response capability, currency in its field(s) of expertise, and familiarity with the needs of its sponsor (FAR 35.017-4(c)(3)).

Include a summary of FFRDC accomplishments and their effectiveness in meeting user needs since the last comprehensive review. As a minimum, the quality and timeliness of the work produced, the number and dollar value of projects and programs assessed, and the user evaluations of performance should be addressed. A summary of the results of the most recent annual review should be included. All major users should participate in this portion of the comprehensive review. Discuss any criticisms or concerns that the users had with FFRDC performance and the steps taken to resolve them.

APPENDIX C

- Assess the FFRDC management controls to ensure cost-effective operation (FAR 35.017-4(c) (4)).

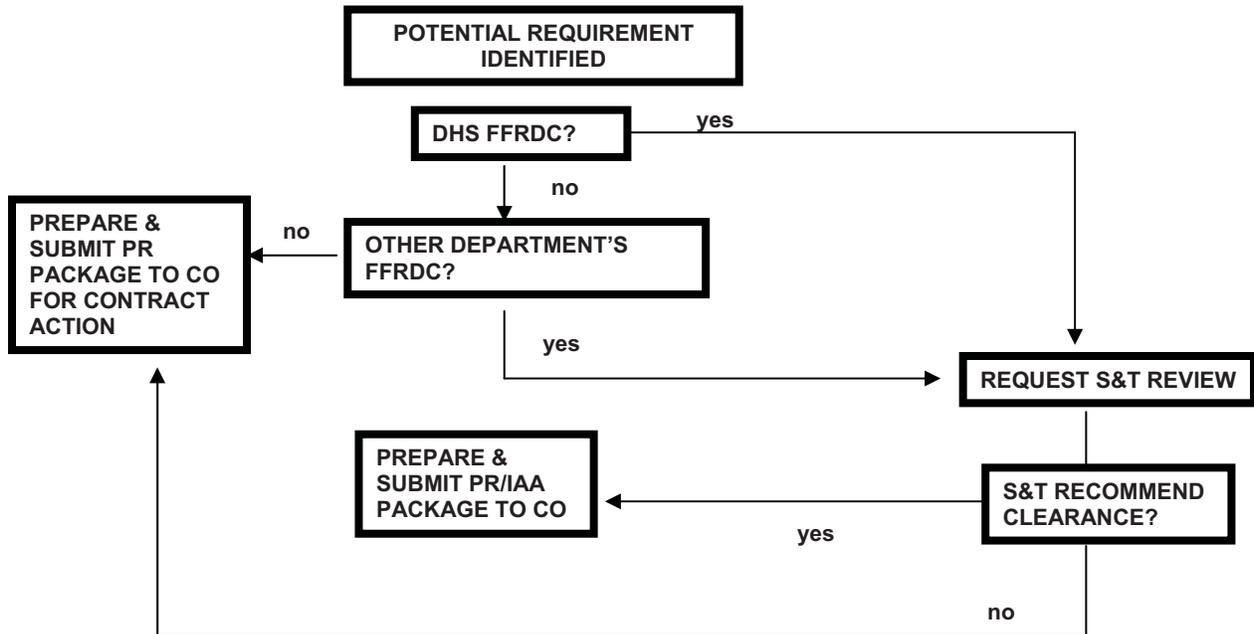
Discuss accounting and purchasing systems; overhead costs and fees; oversight actions taken to verify cost-effective operations; and other management issues as deemed appropriate.

- Determine that the criteria for establishing the FFRDC are satisfied and that the sponsoring agreement is in compliance with FAR 35.017, FAR 35.017-2, and DHS MD 143-04 on Establishing or Contracting with Federally Funded Research and Development Centers (FFRDCs). Include a statement addressing each of the criteria. Provide a certification that the current sponsoring agreement accurately reflects the mission of the FFRDC.

Discuss agreements between the government and the FFRDC. These agreements may cover such items as authorization of fees, provision of government facilities and equipment, distribution of residual assets of settlement and liabilities in event of dissolution, maintenance of specific cash reserves, and waivers to accounting policies or regulatory requirements.

- Provide a recommended course of action that is signed by the head of the sponsoring agency.
- Work closely with the contracting office and the office of the US (S&T) and Component customers most affected by a termination decision in accomplishing the comprehensive review and prior to forwarding the recommendation(s) to the Secretary.
- Obtain the DHS Secretary's concurrence with the results of the comprehensive review prior to renewal of the contract or termination of the FFRDC.

WORKING WITH FFRDCs: AN OVERVIEW



- S&T review consists of analyzing the requirement; ensuring tasks are within the FFRDC's purpose, mission, general scope of effort, or special competency; and that the appropriate authority is cited (e.g., Economy Act, Section 305 of the HSA, or other).
 - Contracting Officer is responsible for Determinations & Findings pursuant to FAR 17 and executing subsequent Interagency Agreements (IAAs).
- Note: If sponsoring agency is not FAR covered, approval authority is CPO.

SEDI FFRDC

**INSTRUCTIONS FOR COMPETITION OF MONTHLY CONTRACTOR FINANCIAL
MANAGEMENT REPORT**

1. Report for Month Ending and Number of Working Days: enter the ending date of the contractor's accounting month and the number of working days for that accounting month.
2. Contractor: Enter the full name and address of the contractor, and, if applicable, the division performing the contract.
3. Contract Value: Enter the total definitized cost (a) and fee (b) of all currently authorized work to be performed under the contract. Include dollar amounts through the latest definitized modification a noted in item #5.
4. Contract Type: Cost plus fixed fee, cost reimbursement/cost share, etc.
5. Contract No. and Latest Definitized Modification No.: Enter complete letter or contract symbol, number, and number of latest definitized modification.
6. Fund Limitation: Enter the total funds obligated and latest corresponding contract modification number.
7. Scope of Work: Enter a brief description of the contract effort.
8. Authorized Contractor Representative (signature and date): The authorized contractor representative shall sign and date the summary page to reflect approval.
9. Billing:
 - a. Invoice Amounts Billed: Enter the total amount of invoices billed against the contract and latest invoice number.
 - b. Total Payments Received: Enter the total amount of payments received for the contract.
10. Reporting Category: enter the captions of the reporting categories specified in the contract.
11. Cost Incurred/Hours Worked: Cost and hour data will be reported in the categories specified in the contract.
 - a. Actual During Month: Enter the total actual cost incurred/hours worked for the accounting month being reported (item #1).
 - b. Planned: Enter the Contractor's planned cost/hours.
 - c. Actual Cum to Date: Enter the cumulative actual cost incurred/hours worked.
 - d. Planned: Enter the Contractor's planned cost/hours.
12. Estimated Cost/Hours to Complete: Enter the current estimates for performing authorized work included in the most recently executed contract modification, plus additional authorized work (directions to proceed) for which execution of modifications is pending. The estimates will be for planning purposed only and will not be binding on either the contractor or DHS.
13. Estimated Final Cost/Hours:
 - a. Contractor Estimate: Enter the total estimated cost/hours for completion of the contracted effort (this should equal the sum of columns 11c, 12a, and 12b).

SEDI FFRDC

b. Contract Value: Enter the distribution of contract value to the reporting categories. The total of this column shall agree with item #3. Significant differences between columns 13a and 13b shall be explained in the "Contractor Narrative Remarks."

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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED	
				b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
X	a. PRIME CONTRACT NUMBER TO BE ANNOUNCED/POSTED/ISSUED (TBA, MAY BE PENCILED IN UPON ISSUE)		X	a. ORIGINAL (Complete date in all cases) Date (YYMMDD) 040402	
	b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs) Revision No. Date (YYMMDD)	
X	c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD) 040402			c. FINAL (Complete item 5 in all cases) Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? YES X 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 X 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		B. CAGE CODE	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		B. CAGE CODE	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
8. ACTUAL PERFORMANCE					
a. NAME, ADDRESS, AND ZIP CODE		B. CAGE CODE	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
9. GENERAL IDENTIFICATION OF THE PROCUREMENT (U) Contractor will examine the public health, economic, and national security importance to the United States of key chemicals and chemical processes. The contractor will assemble a committee of experts in chemistry, chemical engineering, systems analysis, operations analysis, vulnerability analysis, risk analysis, economics, public policy, law and other relevant fields to carry out this task.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO: YES NO			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: YES NO		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		
b. RESTRICTED DATA			b. RECEIVE CLASSIFIED DOCUMENTS ONLY		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		
d. FORMERLY RESTRICTED DATA			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		
(1) Sensitive Compartmented Information (SCI)			f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		
(2) Non-SCI			g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		
f. SPECIAL ACCESS INFORMATION			h. REQUIRE A COMSEC ACCOUNT		
g. NATO INFORMATION			i. HAVE TEMPEST REQUIREMENTS		
h. FOREIGN GOVERNMENT INFORMATION			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
i. LIMITED DISSEMINATION INFORMATION			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		
j. FOR OFFICIAL USE ONLY INFORMATION			l. OTHER (Specify)		
k. OTHER (Specify) Sensitive But Unclassified (SBU) SEE ITEM 13 & 14					

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):

NO INFORMATION MAY BE RELEASED TO THE PUBLIC WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DHS.

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.)

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	b. TITLE Deputy Chief, Personnel Security Division	c. TELEPHONE (Include Area Code) (202) 692-4288
--------------------------------------	--	---

d. ADDRESS (Include Zip Code)
**Department of Homeland Security
 Office of Security
 Washington D.C. 20528**

e. SIGNATURE

17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY |

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

10. [Illegible]

11. [Illegible]

12. [Illegible]

13. [Illegible]

14. [Illegible]

15. [Illegible]

16. [Illegible]

17. [Illegible]

18. [Illegible]

19. [Illegible]

20. [Illegible]

21. [Illegible]

22. [Illegible]

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32. [Illegible]

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40. [Illegible]

41. [Illegible]

42. [Illegible]

43. [Illegible]

44. [Illegible]

45. [Illegible]

46. [Illegible]

47. [Illegible]

48. [Illegible]

49. [Illegible]

50. [Illegible]

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DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT

I, _____, an individual official, employee, consultant, or subcontractor of or to _____ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials: **Protected Critical Infrastructure Information (PCII)**

I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials: **Sensitive Security Information (SSI)**

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials: **Other Sensitive but Unclassified (SBU)**

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, 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 or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same manner as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
Acknowledgement

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:	Date:
------------	-------

WITNESS:

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

Signature:	Date:
------------	-------

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

J.6

**** Invoice e-Mail Notification ****

The attached invoice/voucher # is being sent to you for review and certification for payment. Certification of this invoice/voucher must be returned to ST.invoicing@dhs.gov by .

If you reject the invoice/voucher, you must return it to ST.invoicing@dhs.gov by to avoid payment of prompt pay penalties. You must also include justification to support the rejection in your reply email.

Contents of Attached File(s): "ViewDocument" contains the incoming invoice
"4065885" contains the FM151 FFMS report

Invoice Certifier, please select "Reply to All" and provide the following information to the S&T Invoice Team:

Invoice/voucher # is approved for payment in FULL in the amount of \$323,573.14.

Invoice/voucher # is approved for PARTIAL payment in the amount of _____.

For goods only: Date Received _____ Date Accepted _____
Item/MDL # _____

Invoice/voucher # is for FINAL payment Yes No

Invoice/voucher # is REJECTED.

Reason REJECTED: _____

S&T Invoice Team will notify vendor of rejection.

COTR/Invoice Certifier Name – TBD (at task order level) _____

Date - 10/16/08

Telephone # - 4-6645

Please note:

- If this is a FINAL invoice, your Financial Analyst will work with you and OPO to initiate the close-out process.
- S&T Invoice Team will only accept approved/rejected Invoice eMail Notification from COTRs/Invoice Certifiers that have signatures on file in SBD.
- Please forward your inquiries or requests for assistance to ST.invoicing@dhs.gov.

9/16/08

ATTACHMENT J.7

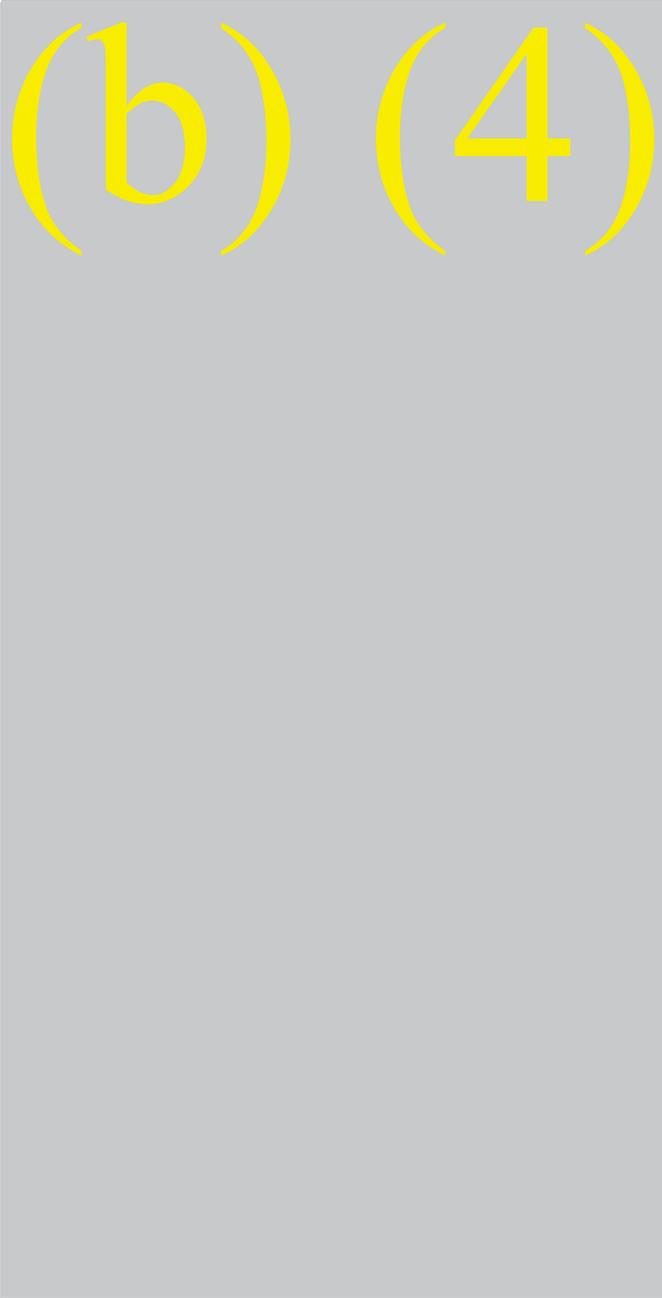
Contract No. HSHQDC-09-D-00001

Homeland Security (HS) Systems Engineering and Development Institute (SEDI)

The MITRE Corporation

Labor Categories

(b) (4)



2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00001 07/31/2009

6. ISSUED BY CODE DHS/OPO/S&T/S&T 7. ADMINISTERED BY (If other than Item 6) CODE DHS/OPO/S&T/S&T
 U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch
 245 Murray Lane, SW Building 410 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 THE MITRE CORPORATION 7515 COLSHIRE DRIVE MCLEAN VA 221027539
 9B. DATED (SEE ITEM 11)
 x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00001
 10B. DATED (SEE ITEM 13) 03/06/2009

CODE 0405403040000 FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 0405403040000
 The purpose of this modification is to incorporate the following language into contract HSHQDC-09-D-00001. All other terms and conditions remain unchanged and in full force and effect.

"F.8 Place of Performance
 The Contractor shall provide the necessary space, classified and unclassified, IT network and other equipment, and support and technical personnel to establish, set up and manage the HSEEDI FFRDC. All classified work will be performed at Government-accredited facilities within Washington, DC area DHS Components or at the Contractor's commercially accredited facilities located at:
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Robert A. Orlosky Sr. Contracts Administrator Albert Dainton
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) 7-31-09 (Signature of Contracting Officer) 8/4/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00001/P00001PAGE OF
2 4NAME OF OFFEROR OR CONTRACTOR
THE MITRE CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	HUNTSVILLE The MITRE Corporation (Cage: 9G461) 1500 Perimeter Parkway, Suite 310 Huntsville, AL 35806				
	EL SEGUNDO The MITRE Corporation (Cage: 3Y3U5) 2401 E. El Segundo Blvd, Suite 460 El Segundo, CA 90245				
	SAN DIEGO The MITRE Corporation (Cage: 0B6W2) SPAWARSYSCEN SD 49185 Transmitter Road Bldg 626 San Diego, CA. 92152-7335				
	COLORADO SPRINGS The MITRE Corporation (Cage: 6D573) 1155 Academy Park Loop Colorado Springs, CO 80910-3704				
	EGLIN-HULBURT The MITRE Corporation (Cage: 9N666) 348 Miracle Strip Parkway Suite 1A, Paradise Village Ft. Walton Beach, FL 32548				
	MACDILL AFB The MITRE Corporation (Cage: 0GZX2) 4830 W. Kennedy Blvd., Suite 790 Tampa, FL 33609				
	ORLANDO The MITRE Corporation (Cage: 43WD4) 3504 Lake Lynda Dave Suite 360 Orlando, FL 32817				
	SCOTT, AFB The MITRE Corporation (Cage: 44SJ0) Lakepointe Centre Professional Park 1662 WindhamWay O..Fallon, IL 62269				
	FT. MEADE The MITRE Corporation (Cage: 0ZQG0) Commons Corporate Center Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00001/P00001

PAGE OF
 3 4

NAME OF OFFEROR OR CONTRACTOR
 THE MITRE CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>7467 Ridge Road, Room 140 Hanover, MD 21076</p> <p>LEXINGTON PARK The MITRE Corporation (Cage: 07YS6) 46579 Expedition Drive. - Suite 101 Lexington Park, MD 20653</p> <p>NEW JERSEY The MITRE Corporation (Cage: 1S148) 260 Industrial Way West Eatontown, NJ 0724</p> <p>SAN ANTONIO The MITRE Corporation (Cage: 5V249) 7323 HWY 90 West, Suite 402 San Antonio, TX 78227</p> <p>LANGLEY AFB The MITRE Corporation (Cage: 0HYU7) 903 Gateway Blvd. Suite 200 Hampton, VA 20172-1189</p> <p>NORFOLK NAVAL BASE The MITRE Corporation (Cage: 1YSH4) 7025 Harbour View Blvd - Suite 118 Suffolk, VA 23435</p> <p>QUANTICO The MITRE Corporation (Cage: 030M8) 925 Corporate Drive, Suite 301 Stafford, VA 22554</p> <p>SEATTLE The MITRE Corporation (Cage: 4CAA9) c/o The Boeing Company P.O. Box 3999 8A-5B Seattle, WA 98124-2207</p> <p>and at the Contractor accredited facilities/SCIFs (CAGE: 4B080 and CAGE: 7L030). The Contractor is authorized Unclas and Clas IT, DHS SCI Accredited Stand alone system in an accredited SCIF. The Contractor will provide, at the aforementioned MITRE headquarters in McLean, a room furnished with two desks, phones and computers for the HSEDI FFRDC program officials or other visiting DHS officials. The Contractor shall also provide and maintain a list of accessible operational test and evaluation facilities, along with their Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-09-D-00001/P00001

PAGE OF
 4 4

NAME OF OFFEROR OR CONTRACTOR
 THE MITRE CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>address, capabilities, and ownership</p> <p>H.9.2 Security Management The COTR, DSS, and the DHS S&T Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the CO of the proper action to be taken in order to effect compliance with such requirements."</p> <p>The modification will also include the following-</p> <p>2. Under Section H, Special Contracting Requirements, the following language is added after the first sentence of paragraph three under H.9, Security Requirements (as highlighted in bold on the attached living contract).</p> <p><input type="checkbox"/> This work will also require access to RD, FRD, CNWDI, COMSEC and Non SCI Intelligence Information. The Contractor should be allowed access to DTIC and requires a DCS account for shipping classified material.<input type="checkbox"/></p> <p>Period of Performance: 03/06/2009 to 03/05/2010</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 08/13/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE MITRE CORPORATION 7515 COLSHIRE DRIVE MCLEAN VA 221027539		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00001		
		10B. DATED (SEE ITEM 13) 03/06/2009		
CODE 0405403040000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. _____ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule.

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

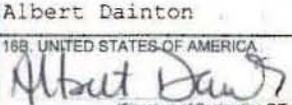
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 040540304+0000
The purpose of this modification is to incorporate the following language into contract HSHQDC-09-D-00001. All other terms and conditions remain unchanged and in full force and effect.

F.8 Place of Performance
The Contractor shall provide the necessary space, classified and unclassified, IT network and other equipment, and support and technical personnel to establish, set up and manage the HSSEDI FFRDC. All classified work will be performed at Government-accredited facilities within Washington, DC area DHS Components or at the Contractor's commercially collateral approved accredited facilities located at Cage: 9G461, Cage: 3Y3U5, Cage: 0B6W2
Continued ...

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

15A. NAME AND TITLE OF SIGNER Robert A. Orlosky Sr. Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Albert Dainton
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8-13-09
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED  (Signature of Contracting Officer) 8/14/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-09-D-00001/P00002

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
THE MITRE CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Cage: 6D573, Cage: 9N666, Cage: 0GZX2, Cage: 43WD4, Cage: 44SJ0, Cage: 0ZQG0, Cage: 07YS6, Cage: 1S148, Cage: 5V249, Cage: 0HYU7, Cage: 1YSH4, Cage: 030M8, Cage: 4CAA9, Cage: 4B080 and CAGE: 7L030</p> <p>and at the Contractor accredited facilities/SCIFs (SCIF #: M3-5-001 and SCIF # M3-0-001). The Contractor is authorized Unclas and Clas IT, DHS SCI Accredited Stand alone system in an accredited SCIF. The Contractor will provide, at the aforementioned SEDI headquarters in McLean, a room furnished with two desks, phones and computers for the HSSEDI FFRDC program officials or other visiting DHS officials. The Contractor shall also provide and maintain a list of accessible operational test and evaluation facilities, along with their address, capabilities, and ownership</p> <p>Period of Performance: 03/06/2009 to 03/05/2010</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 08/20/2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) DHS/OPO/S&T/S&T		CODE DHS/OPO/S&T/S&T	
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528			7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) THE MITRE CORPORATION 7515 COLSHIRE DRIVE MCLEAN VA 221027539			9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)		
CODE 0405403040000 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00001 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 03/06/2009		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. _____ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
	D. OTHER (Specify type of modification and authority)

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

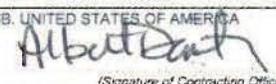
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 0405403040000

The purpose of this modification is to incorporate the attached DD254 001 into Prime Contract HSHQDC-09-D-00001. All other terms and conditions remain unchanged and in full force and effect.

Period of Performance: 03/06/2009 to 03/05/2010

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

15A. NAME AND TITLE OF SIGNER (Type or print) Robert A. Orlosky Sr. Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Albert Dainton	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 8-20-09		16C. DATE SIGNED 8/21/09	

**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

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

TOP SECRET

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

a. PRIME CONTRACT NUMBER
HSHQDC-09-D-00001

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER

Due Date (YYYYMMDD)

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

a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD)
20090422

b. REVISED (Supersedes all previous specs) Revision No.
001 Date (YYYYMMDD)
20090817

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:

5. IS THIS A FINAL DD FORM 254? YES NO NO. If Yes, complete the following:

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

A. NAME, ADDRESS, AND ZIP CODE THE MITRE CORPORATION 7515 COLSHIRE DRIVE MCLEAN, VA 22102	B. CAGE CODE 7L030	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service (DSS) 14428 Albemarle Point Place Ste 140 Chantilly, VA 20151
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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 Directorate (S&T) various government locations in the Washington DC metropolitan area and contractor sites (See Item 13).	B. CAGE CODE	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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9. GENERAL IDENTIFICATION OF THE PROCUREMENT
(U)Provide specialized technical expertise to the DHS S&T Homeland Security Studies and Analysis Institute (HSSAI).

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"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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): **NONE AUTHORIZED**

UNLESS CONTRACTOR HAS OBTAINED 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 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 MITRE CORPORATION 7515 Colshire Drive Melean, VA 22102 **CAGE CODE: 7L030 CSO: Defense Security Service (DSS) 14428 Albemarle Point Place Suite 140, Chantilly, VA 20151**
- THE MITRE CORPORATION 1500 Perimeter Parkway, Suite 310, Huntsville, AL 35806 **CAGE CODE: 9G461 CSO: Defense Security Service (DSS) Building 3216, Little John Drive Huntsville, AL 35898**
- THE MITRE CORPORATION 2401 E. El Segundo Blvd., Suite 460, El Segundo, CA 90245 **CAGE CODE: 3Y3U5 CSO: Defense Security Service (DSS) One Pacific Plaza, 7777 Center Avenue, Suite 260, Huntington Beach, CA 92647-9109**
- THE MITRE CORPORATION SPAWARSYSCEN SD 49185 Transmitter Road, Building 626, San Diego, CA 92152-7335 **CAGE CODE: 0B6W2 CSO: Defense Security Service (DSS) 11770 Bernardo Plaza Court, Suite 450, San Diego, CA 92128-2426**
- THE MITRE CORPORATION 1155 Academy Park Loop, Colorado Springs, CO 80910-3704 **CAGE CODE: 6D573 CSO: Defense Security Service (DSS) 5540 N. Academy Blvd., Suite 150, Colorado Springs, CO 80918-3696**
- THE MITRE CORPORATION 348 Miracle Strip Parkway, Suite 1A, Paradise Village, Ft. Walton, FL 32548 **CAGE CODE: 9N666 CSO: Defense Security Service (DSS) 2399 Lake Park Drive, Suite 240, Smyrna, GA 30080-7606**
- THE MITRE CORPORATION 4830 W. Kennedy Blvd, Suite 790, Tampa, FL 33609 **CAGE CODE: 0GZX2 CSO: Defense Security Service (DSS) P.O. Box 254036 Patrick AFB, FL 32925-003**
- THE MITRE CORPORATION 3504 Lake Lynda Drive, Suite 410, Orlando, FL 32817 **CAGE CODE: 43WD4 CSO: Defense Security Service (DSS) P.O. Box 254036 Patrick AFB, FL 32925-003**
- THE MITRE CORPORATION 1662 Windham Way, O'Fallon, IL 62269-3067 **CAGE CODE: 44SJ0 CSO: Defense Security Service (DSS) 11132 South Towne Square, Suite 205, St. Louis, MO 63123-7818**

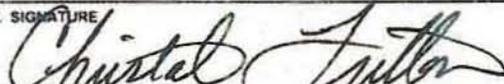
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements identify the pertinent contracted clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional 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 covered out and the activity responsible for inspections. Use item 13 if additional space is needed.) Yes No

"DHS/OS/SSPD CONCURS AND APPROVES THE "NEED-TO-KNOW" AT THE SCI LEVEL"
Jose J. Salazar 8/17/05 " **Personnel:** All personnel assigned by the contractor for SCI access must meet DCD 604 and ICD 704 eligibility requirements. **Subcontracting:** Subcontracting requires prior approval of the CCA. **Facilities:** SCI processing and storage is authorized at the contractor facility after accreditation or co-utilization is granted by DHS.

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 JOSE J. SALAZAR jose.salazar1@dhs.gov	b. TITLE CHIEF, INDUSTRIAL SECURITY PRORGAM BRANCH	c. TELEPHONE (Include Area Code) (202)-447-5346
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d. ADDRESS (Include Zip Code) DEPARTMENT OF HOMELAND SECURITY 301, 7TH & D ST. S.W. WASHINGTON DC 20528	17. REQUIRED DISTRIBUTION <table style="width: 100%;"> <tr><td><input checked="" type="checkbox"/></td><td>a. CONTRACTOR</td></tr> <tr><td><input type="checkbox"/></td><td>b. SUBCONTRACTOR</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</td></tr> <tr><td><input type="checkbox"/></td><td>d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>e. ADMINISTRATIVE CONTRACTING OFFICER</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>f. OTHERS AS NECESSARY</td></tr> </table>	<input checked="" type="checkbox"/>	a. CONTRACTOR	<input type="checkbox"/>	b. SUBCONTRACTOR	<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER	<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY
<input checked="" type="checkbox"/>	a. CONTRACTOR												
<input type="checkbox"/>	b. SUBCONTRACTOR												
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR												
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION												
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER												
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY												
e. SIGNATURE 													

DD Form 254, CONTINUATION SHEET

THE MITRE CORPORATION 7515 COLSHIRE DRIVE MCLEAN, VA 22102 CAGE CODE: 7L030

CONTRACT# HSHQDC-09-D-00001 REV 001

Reference Item 8a (continuation):

THE MITRE CORPORATION 7467 Ridge Road, Suite 140, Hanover, MD 21076 CAGE CODE: 0ZQG0 CSO: Defense Security Service (DSS) 938 Elkridge Landing Road, Suite 310, Linthicum, MD 21090
THE MITRE CORPORATION 46579 Expedition Drive, Suite 101, Lexington Park, MD 20653 CAGE CODE: 07YS6 CSO: Defense Security Service (DSS) 938 Elkridge Landing Road, Suite 310, Linthicum, MD 21090-2917
THE MITRE CORPORATION 260 Industrial Way, Eatontown, NJ 07724 CAGE CODE: 1S148 CSO: Defense Security Service (DSS) 307 Fellowship Road, Suite 115, Mt. Laurel, NJ 08054-1233
THE MITRE CORPORATION 7323 Highway 90 W, Suite 402, San Antonio, TX 78227-3562 CAGE CODE: 5V249 CSO: Defense Security Service (DSS) 5800 E. Campus Circle Drive, #204B, Irving, TX 75063
THE MITRE CORPORATION 903 Enterprise Parkway, Suite 200, Hampton, VA CAGE CODE: 0HYU7 CSO: Defense Security Service (DSS) 293 Independence Blvd., Suite 532, Virginia Beach, VA 23462-5400
THE MITRE CORPORATION 7025 Harbour View Blvd., Suite 118, Suffolk, VA 23435 CAGE CODE: 1YSH4 CSO: Defense Security Service (DSS) 293 Independence Blvd., Suite 532, Virginia Beach, VA 23462-5400
THE MITRE CORPORATION 925 Corporate Drive, Suite 301, Stafford, VA 22554 CAGE CODE: 030M8 CSO: Defense Security Service (DSS) 14428 Albemarle Point Place, Suite 140, Chantilly, VA 20151
THE MITRE CORPORATION c/o The Boeing Company 20403 68th Avenue S., M/C 8A-58, Bldg. 18-05, Rm. 10A, Kent, WA 98032-2207 CAGE CODE: 4CAA9 CSO: Defense Security Service (DSS) 4735 E. marginal Way S. Suite 1112, Seattle, WA 98134
THE MITRE CORPORATION 202 Burlington Road, Bedford, MA 01730-1420 CAGE CODE: 4B080 CSO: Defense Security Service (DSS) USAF 703-407-9100

Reference Item 10a & 11b: Contractor is authorized to use U.S. Government cryptographic equipment. Access to classified COMSEC information requires a final U.S. Government clearance at the appropriate level. Further disclosure of COMSEC information by a contractor, to include subcontracting, requires prior approval of the contracting activity. Contractor shall contact the DHS COMSEC Control Office of Record (COR), at Commercial (540) 542-3292, to receive current COMSEC guidance. "Contractor shall verify that a COMSEC clearance was approved and established by DHS, by contacting the DHS COMSEC Control Office of Records, at Commercial 540-542-3848, Contractor shall request COMSEC guidance and verify that a copy of the CANISPOM was requested on their behalf from NSA".

Reference Items 10 b & d: Access to Restricted Data (RD) and/or Formerly Restricted Data (FRD) requires a "Q" clearance issued by Department of Energy (DOE), which equates to a final US, Government Top Secret clearance. The contractor must contact the Office of Security, Administrative Security Division at 202-447-5341 for access requirements. Subcontracting requires prior approval of the GCA. Contractors authorized DOE Q clearance shall be coordinated with DHS Office of Personnel Security Division (PSD) at 202-447-5384. In accordance with the Atomic Energy Act, only DOE can declassify RD. Access to RD/FRD material must be in accordance with the 10 CFR Part 1045, "Nuclear Classification and Declassification." Clearances: Access to RD and FRD requires a "Q" clearance issued by DOE, which equates to a final US Government clearance.

Reference Item 10c: CRITICAL NUCLEAR WEAPONS DESIGN INFORMATION (CNWDI). Subcontracting: Subcontracting requires prior approval of the GCA. **Briefings:** Special briefings and procedures are required. The contractor must contact the Office of Security, Administrative Security Division (at 202-447-5341) who will brief the contractor on safeguarding requirements for CNWDI.

Reference Item 10e (1) Personnel: All contractor personnel assigned to this contract shall possess security clearances issued by the Defense Security Service (DSS) commensurate with the level of required access to classified information that is directly in support of this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor-generated Confidential clearances are not eligible for access to classified information released or generated under this contract. Contractor personnel who are specifically designated as requiring access to Sensitive Compartmented Information (SCI) must be eligible under the provisions of the DCID 6/4 and Intelligence Community Directive (ICD) 704 without exception. Personnel will be submitted for access by their DHS manager and verified by their Contract Technical Representative. If approved for access, they will receive an indoctrination briefing by DHS security staff prior to being granted access to SCI. All personnel security reporting requirements of the DCID 6/4 and ICD 704 will be made directly to the DHS SSO. Prior to leaving this contract, personnel will be scheduled for debriefing with the DHS SSO or by calling (202) 282-8643.

DD Form 254, CONTINUATION SHEET

THE MITRE CORPORATION 7515 COLSHIRE DRIVE MCLEAN, VA 22102 CAGE CODE: 7L030

CONTRACT# HSHQDC-09-D-00001 REV 001

Note 11c. No SCI activities will occur at the contractor location until the facility has been accredited by DHS and/or a co-utilization agreement is made between DHS and the current accrediting authority. DHS accreditation of a SCI Facility must be requested via the DHS Office of Security, Special Security Programs Division (SSPD). The request for accreditation will include a concept of operations (CONOPS) which describes the operational requirement, facility description, and security oversight. Upon approval of the CONOPS, a fixed facility checklist (DCID 6/4 and ICD 704), and Standard Operating Procedures will be submitted for review and approval. Co-utilization requests will be requested by the contractor to the current accrediting authority and coordinated with DHS/OS/SSPD.

- a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible special security office (SSO).
- b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.
- c. All Contractor personnel requiring access to SCI as part of this contract effort must be approved and indoctrinated by DHS. Requests for Access will be submitted by the government project manager who can validate the justification for access.
- d. Inquiries pertaining to classification guidance on SCI will be directed to the Special Security Officer (SSO).
- e. SCI furnished in support of this contract remains the property of the Department of Homeland Security (DHS), agency, or component originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed IAW instructions outlined by the Contract Officer.
- f. Visits by contractor employees will only be certified by DHS when such visits are conducted as part of the contract effort.

Reference 10e (2): All contractor personnel requiring access to non-SCI Information must be: U.S. Citizens; have been granted a FINAL SECRET security clearance by the U.S. Government, prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis or personnel holding contractor granted CONFIDENTIAL clearances are not eligible for access to information under this contract. Non-SCI Information associated with this contract shall not be released to subcontractors without the permission of the DHS CSO.

Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the National Industrial Security Program Operating Manual. Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 6/6, Security Controls on the Dissemination of Intelligence Information and 1/19, Security Policy for Sensitive Compartmented Information (SCI).

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: The contractor shall derivatively classify newly created information associated with this effort based on the classification guidance provided through existing classified sources. 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: Use of Defense Technical Information Center (DTIC) Services is required. A DD Form 1540 and 2345 must be submitted for registration with DTIC. The contracting activity must certify need-to-know. See NISPOM Chapter 11, Section 2.

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 11/12/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW Building 410 Washington DC 20528	CODE DHS/OPO/S&T/S&T
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE MITRE CORPORATION 7515 COLSHIRE DRIVE MCLEAN VA 221027539		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0405403040000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-09-D-00001	10B. DATED (SEE ITEM 13) 03/06/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

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

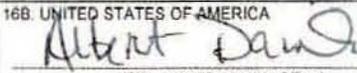
DUNS Number: 040540304+0000
The purpose of this modification is to revise clause G.2, Points of Contact, to: (1) change the Primary COTR; (2) add a Secondary COTR; and (3) incorporate the Administrative Contracting Officer.

The Administrative Contracting Officer is Albert Dainton, who may be reached at (b)(2) (b)(6) or through email at (b)(2) (b)(6)

The Primary COTR is Patrick Spahn, who may be reached at (b)(2) (b)(6) or through email at (b)(2) (b)(6)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Albert Dainton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/12/09

CONTINUATION SHEET

REFERENCE NO. 0 JUMENT BEING CONTINUED
HSHQDC-09-D-00001/P00004

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
THE MITRE CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Secondary COTR is Glenn Bell, who may be reached at (b)(2)(b)(6) or through email at (b)(2)(b)(6)</p> <p>All other terms and conditions remain the same. Period of Performance: 03/06/2009 to 03/05/2010</p>				