AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶ RATING

PAGE 1 OF PAGES 22

2. CONTRACT (Proc. Inst. Ident.) NO.: HSHQDC-08-C-00139

3. EFFECTIVE DATE: 09/23/2008

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: RDTR-08-00244

5. ISSUED BY — CODE: DHS/OPO/DNDO

U.S. Dept. of Homeland Security
Office of Procurement Operations
Domestic Nuclear Detect. Office
Acquisition Division
245 Murray Lane, SW, Bldg. 410
Washington DC 20528

6. ADMINISTERED BY (If other than Item 5) — CODE: DHS/OPO/DNDO

U.S. Dept. of Homeland Security
Office of Procurement Operations
Domestic Nuclear Detect. Office
Acquisition Division
245 Murray Lane, SW, Bldg. 410
Washington DC 20528

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

RAYTHEON COMPANY
50 APPLE HILL DRIVE
TEWKSBURY MA 018761140

CODE 0010552350000 — FACILITY CODE

8. DELIVERY: [ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT: Net 30

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

11. SHIP TO/MARK FOR — CODE: DNDO

Domestic Nuclear Detection Office
245 Murray Drive, Building 410
Washington DC 20528

12. PAYMENT WILL BE MADE BY — CODE: DNDO

DNDO
Coast Guard Finance Center
DNDO Invoices
PO Box 4141
Chesapeake VA 23327

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 ▶ $574,860.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1-3	X	I	CONTRACT CLAUSES	15-21
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	22
X	D	PACKAGING AND MARKING	6			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	8-9				
X	G	CONTRACT ADMINISTRATION DATA	10-12		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	13-14		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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. [X] 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 continuation 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)

19B. NAME OF CONTRACTOR: BY (b) (6)redacted

19C. DATE SIGNED: 9-23-08

20A. NAME OF CONTRACTING OFFICER: Damon McClure

20B. UNITED STATES OF AMERICA: Damon McClure (Signature of the Contracting Officer)

20C. DATE SIGNED: 9/23/08

NSN 7540-01-152-8069
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 26 (Rev. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

NAME OF OFFEROR OR CONTRACTOR

RAYTHEON COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 001055235+0000 ALC: 70-23-0001 APP: 70-X-0860 The contractor shall provide all necessary labor, materials and all other resources needed in support of the Department of Homeland Security, Domestic Nuclear Detection Office's Exploratory Research program for Stand-Off Warning Against Radiological Materials (SWARM)in accordance with the terms and conditions of this contract in the cost-plus-fixed fee price of $763,969 for Phase I, incrementally funded in the amount of $574,860.00. The period of performance for Phase I is 8 months from September 23, 2008 through May 22, 2009. Phases II,III, IV and V are options to be exercised at the government's discretion in accordance with Section F.5. The total value of this contract including the base period and all options (if exercised) is $2,916,317.00. Accounting Info: 7-RD08XA000D-2008-RT0860-303100-EXPR-TR30-304000-3 040000000000000-2550 FOB: Destination Period of Performance: 09/23/2008 to 05/22/2009				
0001	Base Period Phase I - Systems Architecture, Cooperative and Sensior Fusion Algorithm Development in the total cost-plus-fixed-fee ceiling price of $763,969 as follows: Est. Cost - (b) (4) Fixed Fee - Obligated Amount: $574,860.00				574,860.00
0002	Option 1 Phase II - Detailed City-Wide Simulation CONOPs in the total cost-plus-fixed-fee ceiling price of $1,176,115 as follows: Est. Cost - (b) (4) Fixed Fee - Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The period of performance for Phase II (if exercised) shall be for 8 months from May 23, 2009 through January 22, 2010. Product/Service Code: AJ42				
0003	Option 2 Phase III - Scenario Definiton and Systems Analysis in the total cost-plus-fixed-fee ceiling price of $897,962 as follows: Est. Cost - (b) (4) Fixed Fee - The period of performance for Option 2 (if exercised) shall be 8 months from January 23, 2010 through September 22, 2010. Product/Service Code: AJ42				0.00
0004	Option 3 Phase IV - Prepare Simulation Scenarios in the total cost-plus-fixed fee ceiling price of $38,713 as follows: Est. Cost - (b) (4) Fixed Fee - The period of performance for Option 3 (if exercised) shall be for 1 month from September 23, 2010 to October 22, 2010. Product/Service Code: AJ42				0.00
0005	Option 4 Phase V - Conduct Proof of Concept Demonstrations in the total cost-plus-fixed-fee ceiling price of $39,558 as follows: Est. Cost - (b) (4) Fixed Fee - The period of performance for Option 4 (if exercised) shall be for 1 month from October 23, 2010 through November 22, 2010. Product/Service Code: AJ42 The total amount of award: $574,860.00. The obligation for this award is shown in box 15G.				0.00

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

This is a cost-plus-fixed-fee contract for Exploratory Research – Stand-Off Warning Against Radiological Materials (SWARM) in accordance with the terms and conditions of this contract in the total estimated cost-plus-fixed-fee price of $2,916,317 incrementally funded in the amount of $574,860 for Phase I – Systems Architecture, Cooperative and Sensor Fusion Algorithm Development, Data Collection, Background, Threat and Sensor Modeling as specified herein.

Each Contract Line Item Number (CLIN) is outlined as follows:

0001	I – Systems Architecture, Cooperative and Sensor Fusion Algorithm Development, Data Collection, Background, Threat and Sensor Modeling	Base	$(b) (4)	$(b) (4)	$ 763,969
0002	II – Detailed City-Wide Simulation CONOPs, Dynamic Image Reconstruction, Additional Network Topologies	Option 1	$(b) (4)	$(b) (4)	$ 1,176,115
0003	III – Scenario Definition and Systems Analysis Under Key Performance Constraints, Alternative Imaging Analysis	Option 2	$(b) (4)	$(b) (4)	$ 897,962
0004	IV – Prepare Simulation Scenarios Per Customer Direction; Generate and Submit Test and Evaluation Plan	Option 3	$(b) (4)	$(b) (4)	$ 38,713
0005	V – Conduct Proof of Concept Demonstrations	Option 4	$(b) (4)	$(b) (4)	$ 39,558

Phases II, III, IV and V are options to be exercised at the government's discretion as outlined herein in accordance with Section F.3.

Pricing for Phase I is based on the Statement of Work specified in Section J. Statements of work for subsequent Phases II, III, IV and V are estimates based on the Statements of Work in Section J. Work in subsequent phases is based on work completed in the prior phase, which may impact pricing in the subsequent phases.

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

J.1 – Statement of Work Phase I
J.1 – Statement of Work Phase II
J.1 – Statement of Work Phase III
J.1 – Statement of Work Phase IV
J.1 – Statement of Work Phase V

J.2 – Monthly Report Format

SECTION D

PACKAGING AND MARKING

[This page intentionally left blank]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses are hereby incorporated by reference in accordance with the Federal Acquisition Regulation clause, 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The contracting officer can provide a copy of the full text clause or electronic access can be obtained at www.acquisition.gov

NUMBER	TITLE/DATE
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (Short Form) (APR 1984)

E.2 INSPECTION AND ACCEPTANCE

The Contracting Officer Technical Representative (COTR) as identified in Section G of this contract is responsible for inspection and acceptance of all services/deliverables submitted under this contract.

E.3 ACCEPTANCE CRITERIA

Certification by the COTR of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the contract and all modifications.

Satisfactory completion of such services shall be documented by submission of a signed Certificate of Completion upon submittal of the Final Report, to be countersigned by COTR. The government shall have 30 days to provide comments for all deliverables. If the contractor does not receive any comments after 30 days the deliverable shall be considered complete. Upon receipt of comments, the contractor shall incorporate such comments and provide one iteration of the deliverable."

SECTION F

DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses are hereby incorporated by reference in accordance with the Federal Acquisition Regulation clause, 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The contracting officer can provide a copy of the full text clause or electronic access can be obtained at www.acquisition.gov

NUMBER	TITLE/DATE
52.242-15	STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)
52.247-34	FOB DESTINATION (NOV 1991)

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is for 8 months from September 22, 2008 through May 21, 2009. If exercised, the option periods are outlined as follows:

Option 1 (8 months) – May 22, 2009 – January 21, 2010
Option 2 (8 months) – January 22, 2010 – September 21, 2010
Option 3 (1 month) – September 22, 2010 – October 21, 2010
Option 4 (1 month) – October 22, 2010 – November 21, 2010

F.3 OPTION TO EXTEND THE TERM OF CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 26; 2 years, 2 months.

F.4 PLACE OF PERFORMANCE

The primary place of performance for this contract shall be at the contractor's and any subcontractor's facilities.

F.5 DELIVERY ADDRESS

All deliverables shall be submitted electronically to the COTR/Program Manager identified in Section G.

F.6 DELIVERABLES

#	Deliverable	Phase	Due	Format	Receipt
1	Monthly Report	All	Two weeks after the last day of each month	Government	COTR/PM, CO
2	Quarterly Performance Review (QPR) Brief	All	One week before QPR	Contractor	COTR/PM, CO
3	End-of-Phase Performance Briefing	All	One week before end of phase review	Contractor	COTR/PM, CO
4	Draft Phase End Report	All	One week before end of phase	Contractor	COTR/PM, CO
5	Final Phase End Report	All	Two weeks after end of phase	Contractor	COTR/PM, CO
6	Final Report	IV	End of program	Contractor	COTR/PM, CO
7	Technical Report	I-III	As needed	Contractor	COTR/PM, CO

This contract assumes the format of the FER, PDR, CDR, and TRR presentation will be mutually agreed upon between the government and contractor. Also, the contractor will submit the presentations to the government 10 days prior to the scheduled event date.

Payment will be made based on submission and acceptance of deliverables (see Section G for payment information).

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER AUTHORITY

The contracting officer (CO) assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms and conditions of the contract and safeguarding the interests of the United Sates in its contractual relationships. The CO is the only individual authorized to enter, administer or terminate this contract and is the only person authorized to approve changes to any of the contract requirements.

The CO is identified as follows:

Wanda E. Moorman
Department of Homeland Security
Office of Procurement Operations/Domestic Nuclear Detection Office
245 Murray Lane, Bldg. 410
Mail Stop 7100
Washington, DC 20528
Telephone: (202) 254-7025
Email: wanda.moorman@dhs.gov

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (HSAR 3052.242-72) (DEC 2003)

(a) 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. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) 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.

The Program Manager and COTR is identified as follows:

Anu Bowman
Department of Homeland Security
Domestic Nuclear Detection Office
245 Murray Lane, Bldg. 410
Mail Stop 7100
Washington, DC 20528
Telephone: (202) 254-7608
Email: anu.bowman@dhs.gov

G.3 PAYMENT AND INVOICE INFORMATION

Payment shall be made for services accepted by the Government delivered to the destinations set forth in the contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. The Government will make payment in accordance with the clause FAR 52-232-33, Payment By Electronic Funds Transfer – Central Contractor Registration 9May 1999).

All invoices/vouchers shall contain the following information:

- Name and Address of Contractor/Signature and Name of point of contact
- Date and invoice number
- Contract number
- Contract Line Item Number (CLIN)), if applicable
- Quantity, unit price and extension of each CLIN
- Performance period (covered by the invoice)
- Interim payment period, payment for partial delivery, if applicable
- Prompt payment discounts
- Bank Account Number for Electronic Funds Transfer (EFT).

Invoices/Vouchers shall be submitted on a monthly basis for all work performed for the preceding month.

Upon inspection and written acceptance of the services described, the contractor shall be entitled to payment. Payment of each CLIN will be made upon representation of an acceptable voucher.

To receive timely payment, the Contractor shall follow the instructions provided above and submit to the following addresses:

MAILING ADDRESS:
Coast Guard Finance Center
DNDO Invoices
P.O. Box 4141
Chesapeake, VA 23327

ELECTRONIC ADDRESS:

FIN-SMB-DNDOInvoices@uscg.mil
Monthly Reports shall be submitted with electronic invoices

Payment will be made not later than the 30th calendar day after the designated paying office has received a proper invoice/voucher from the contractor.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to and the contractor shall have no obligations under this contract to hold information in confidence which, although identified and disclosed as stated herein, has been or is developed by the contractor independently and without benefit of information disclosed hereunder; and:

(1) Information or data which is in the public domain at the time of receipt by the contractor;

(2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the contractor;

(3) Information or data which the contractor can demonstrate was already in its possession at the time of receipt thereof ; or

(4) Information or data which the contractor can demonstrate was received by it from a third party who did not require the contractor to treat it in confidence.

(b) The contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity requesting such agreement and that is supplying such confidential or proprietary information or data to the contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer upon written request.

(c) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical or financial information or data.

H.2 ACCESS RESTRICTION

The contractor shall restrict access to those individuals with a valid need-to-know who are actually providing services under this contract. Further dissemination to other contractors, subcontractors or other Government agencies and private individuals or organizations is prohibited unless authorized in writing by the Contracting Officer's Technical Representative (COTR).

H.3 ADVERTISEMENTS, PUBLICIZING AWARDS, AND NEWS RELEASES

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and 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 Program Office and 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.4 APPLICABILITY OF E-VERIFY

The contractor shall register and participate in the Department of Homeland Security E-Verify program at https://www.vis-dhs.com/employerregistration/

H.5 TRAVEL COSTS

All travel costs for the contractor and subcontractors (as applicable) shall be reimbursed in accordance with the Federal Travel Regulations for lodging, meals and incidental expenses.

SECTION I

CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses are incorporated by reference in accordance with the clause at FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (Feb 1998) with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. However, the full text clauses may be accessed electronically at www.acquisition.gov

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACITIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-8	ORDER OF PRECEDENCE–UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICE	OCT 1997
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-19	NOTIFICATION OF OWNERSHIP C HANGES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999

NUMBER	TITLE	DATE
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR 2008
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGARED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC 2004
52.222-38	COMPLIANCE WITH VETERANS'EMPLOYMENT REPORTIING REQUIREMENTS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT-- ALTERNATE 1 (APR 1984)	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-11	'PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR	DEC 2007
52.227-14	RIGHTS IN GENERAL–GENERAL	DEC 2007
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUNE 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRACT CONTRACT REGISTRATION	OCT 2003
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMAITON	MAY 1999
52.233-1	DISPUTES	JUL 2002

NUMBER	TITLE	DATE
52.233-2	SERVICE OF PROTEST	SEP 2006
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES – COST-REIMBURSEMENT – ALTERNATE V (APR 1984)	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.249-6	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 HSAR 3052.209- 70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except

that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]: __ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

I.3 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)

I.4 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)

I.5 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(a) 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.

(b) 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.

(End of clause)

SECTION J

LIST OF ATTACHMENTS

J.1 – Statement of Work Phase II

J.1 – Statement of Work (Phase II)*

J.1 – Statement of Work (Phase III)*

J.1 – Statement of Work (Phase IV)*

J.1 – Statement of Work (Phase V) *

J.2 – Monthly Progress Report Format

*Statement of Work is subject to change based on work in prior phase.

PROGRAM STATEMEMT OF WORK

1.1 SOW – Phase I

Task	WBS	Task Description
1	111	Technical and Program Management (RTN) • Provide overall program direction to the team, including Raytheon, Los Alamos National Laboratory (LANL), ORTEC, MIT, and BU. • Manage cost and schedule and collect appropriate metrics. • Prepare for and conduct Quarterly Program Reviews (QPR). • Prepare for and conduct end of phase review. • Prepare for and conduct internal monthly Tracking Book Reviews. • Manage required submittals (monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report) • Provide configuration control and management for software & other documentation Deliverables: Monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report
2	112	Sensor Optimality & Behavior (RTN) • Develop Concept of Operations (CONOPS) for distributed sensor network • Define sensor deployment strategy • Develop approaches to sensor deployment, search and queuing including mathematical formalism and appropriate algorithms, and provide support to software implementation. • Develop approaches to sensor data fusion including mathematical formalism and appropriate algorithms, and provide support to software implementation. Deliverables: Search and queue algorithm description document, data fusion algorithm description document
3	113	Threat, Sensor, and Background Environment Modeling (RTN, LANL, ORTEC) • Provide technical oversight of subcontractors (LANL, ORTEC) RTN • Develop and provide algorithms and models for potential radiological threats, prospective sensors (e.g. PVT, NaI, HpGe), and background radiation (Los Alamos National Laboratory, LANL, ORTEC). This includes: Develop understanding of the threat radiation source through

Use or disclosure of proposal data is subject to the restriction on the transmittal letter of this proposal.

		analysis, simulation, and measurement Develop appropriate mathematical models to represent the threat source and its propagation in space parameterized to account for environmental and physical characteristics Develop understanding of characteristic background radiation for urban environments through analysis of measured data and related environmental characteristics Develop appropriate models to express background signal levels for a simulated urban environment - Develop understanding of detection and performance characteristics of prospective radiation sensors to be utilized in this study (e.g. PVT, NaI, HpGe) Develop appropriate mathematical models to express detector response as a function of external radiation environment and Signal to Noise Ratio (SNR) Support software implementation of threat, background, and sensor models Deliverables: Threat sensor and background model description document
4	114	Software Architecture and Simulation Environment (RTN) • (b) (4) (b) (4) [redacted] integrate all software models, and configure the environment to instantiate the various scenarios for analysis and demonstration Develop Software Architecture Design Document • Design, code and unit test Initial Sensor Data Fusion Services, Sensor Event & Response Services, Sensor Resource Management Services, Control & Monitoring Display, Situational Display, and Sensor Adaptor Services Initial Threat Physics Models, Sensor Physics Models, and Background Radiation Model Deliverables: Software Architecture Design Document

1.2 SOW – Phase II

1	121	• Technical and Program Management (RTN) Provide overall program direction to the team, including Raytheon, Los Alamos National Laboratory (LANL), ORTEC, MIT, and BU Manage cost and schedule and collect appropriate metrics Prepare for and conduct end of phase review (PDR) Prepare for and conduct Quarterly Program Reviews (QPR)• Prepare for and conduct internal monthly Tracking Book Reviews. • Manage required submittals (monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report) • Provide configuration control and management for software & other documentation Deliverables: Monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report
2	122	Sensor Optimality & Behavior (RTN) • Enhance the search and queue algorithm, and data fusion algorithms, developed in Phase I, to demonstrate the multisensor distributed detection approach and the improvement in Probability of Detection, minimization in search time. Deliverables: Search and queue algorithm description document, data fusion algorithm description document
3	123	Background Radiation Models & Network Data Architecture (LANL, ORTEC) • Conduct tradeoff studies for a physical sensor network implementation Create a componentized and reconfigurable data acquisition and analysis architecture for generalized and specific sensor suites and detection scenarios - Investigate/integrate support sensors (magnetometers, etc) to assist in radiation detection analysis. Investigate lossless combination of data to minimize transmissions. Test the above in simulation. Begin migration into hardware (device drivers, etc.) • Update as required models for background radiation Deliverables: Threat sensor and background model description document

4	124	Software Architecture and Simulation Environment (RTN) • (b) (4) [redacted] (b) (4) [redacted] • Refine/update Sensor Data Fusion Services, Sensor Event & Response Services, Sensor Resource Management Services, Control & Monitoring Display, Situational Display, and Sensor Adaptor Services Design Update as required Threat Physics Models, Sensor Physics Models, and Background Radiation Model Design

		Deliverables: Software Architecture Design Document
5	126	Network Trade Studies (RTN) Conduct trade studies analyzing different networking methods and hardware that would be used for intersensor communications and communications between the sensor and central processor. Deliverables: Network Trade Study Review document
6	128	Investigate Dynamic Image Reconstruction (RTN, (b) (4) [redacted] incorporating the results of various sensors to arrive at a unified image, providing improved Probability of Detection and Range resolution. Deliverables: Technical assessment report

1.3 SOW – Phase III

Task	WBS	Task Description
1	131	Technical and Program Management (RTN) • Provide overall program direction to the team, including Raytheon, Los Alamos National Laboratory (LANL), ORTEC, MIT, and BU. • Manage cost and schedule and collect appropriate metrics. • Prepare for and conduct Quarterly Program Reviews (QPR). • Prepare for and conduct end of phase review (CDR) • Prepare for and conduct internal monthly Tracking Book Reviews. • Manage required submittals (monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report) • Provide configuration control and management for software & other documentation Deliverables: Monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report

2	132	Sensor Optimality & Behavior (RTN) • Continue to enhance the search and queue algorithm and data fusion algorithms developed in Phases I and II, to demonstrate the multisensor distributed detection approach and the improvement in Probability of Detection, minimization in search time. Deliverables: Search and queue algorithm description document, data
		fusion algorithm description document
3	133	SWARM Network & Simulation Support (LANL) • Support the development of a critical SWARM design, culminating in a critical design review (CDR). Tasks to include: Finalization and maintenance of simulation and modeling system Modeling and simulation in support of transition to proofofconcept physical demonstration Further develop analysis algorithms and CONOPS as required Provide support for conversion and integration of algorithms into operational code and subsequent software testing Deliverables: Data set and algorithm description document
4	134	Software Architecture and Simulation Environment (RTN) • (b) (4) [redacted] Software Architecture Design Document
5	136	Network Trade Studies (RTN) • Conduct trade studies analyzing different networking methods and hardware that would be used for intersensor communications and communications between the sensor and central processor. Deliverables: Network Trade Study Review document
6	138	Investigate Alternate Image Reconstruction (RTN, (b) (4) [redacted] incorporating the results of various sensors to arrive at a unified image, providing improved Probability of Detection and Range resolution Deliverables: Technical assessment report

1.4 SOW Phase IV

Task	WBS	Task Description
1	141	Technical and Program Management (RTN) • Provide overall program direction to the team, including Raytheon, Los Alamos National Laboratory (LANL), ORTEC, MIT, and BU. • Manage cost and schedule and collect appropriate metrics. • Prepare for and conduct Quarterly Program Reviews (QPR). • Prepare for and conduct end of phase review (CDR) • Prepare for and conduct internal monthly Tracking Book Reviews. • Manage required submittals (monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report) • Provide configuration control and management for software & other documentation Deliverables: Monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report
2	142	Test & Evaluation Plan (RTN) • Prepare simulation scenarios per customer direction; generate and submit test and evaluation plan Deliverables: Test and evaluation plan

1.5 SOW Phase V

Task	WBS	Task Description
1	151	Technical and Program Management (RTN) • Provide overall program direction to the team, including Raytheon, Los Alamos National Laboratory (LANL), ORTEC, MIT, and BU. • Manage cost and schedule and collect appropriate metrics. • Prepare for and conduct Quarterly Program Reviews (QPR). • Prepare for and conduct end of phase review (CDR) • Prepare for and conduct internal monthly Tracking Book Reviews. • Manage required submittals (monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report) • Provide configuration control and management for software & other documentation Deliverables: Monthly technical progress reports, quarterly review briefing materials and review minutes, end of phase report

2	152	Proof of Concept Demonstration (RTN) • Conduct proof of concept demonstrations Realistic urban environment(s) Various threats Demonstrate benefits of cooperative sensor behavior Deliverables: Final Report

Project Title

Solicitation Number / Name

DNDO Program Manager: (Insert PM name)

Contract: (*Insert Contract* #)

CDRL: (*Insert CDRL* #)

Monthly Progress Report (*Insert #)*
Issued: *Month, day, year*
Covering the Period: *Month, Day, Year* through *Month, Day, Year*
(Financial information through *Month, Day, Year*)

Prepared by: *Name, Title*
Company, Laboratory, or Institution Name
Address Line 1
Address Line 2
Place, State Zip
Email Address

1. Program Overview

Provide a one to two paragraph overview of the project.

[*Most of this section will not change from month to month.*]

2. Progress Since Last Report and Status

Provide several paragraphs providing a summary review of the project progress, compared to the last reporting period. This should include all planned activities discussed in section 'Planned Activities for Next Period' of the previous month; planned activities that did not occur should be explained.

In the table below, indicate if significant progress was made or technical difficulties were encountered in any areas during the report period. Include for each row (Task):

- Task numbers and brief description as delineated in the SOW/WBS. Sub-Task numbering and reporting is encouraged when extra detail is required.
- Progress and accomplishments since last report against program SOW/WBS milestones/deliverables.
- Last month color code status (see below) and the number of months (mo) or weeks (wks) behind or ahead of the original target completion date.
- Current month color status and the number of months (mo) or weeks (wks) behind or ahead of the original target completion date.

[*Use additional space after the table for a more detailed explanation of progress, accomplishments, and the status and difficulties encountered in reporting period. Changes in status should be explained in sufficient detail for the DNDO PM to understand the rationale.*]

Tasks		Progress/ Accomplishments	Last Report Status	Current Report Status
1.0	…	…		
2.0	Brief description of task objective	We have made a lot of progress in performing measurements with the bench top apparatus ###, but still have difficulty in acquiring the needed materials – see below.		
3.0	…	…		
4.0	Task overview			

4.1	Sub task …		
4.2	Sub task …		
5.0			

Status color code definitions: [redacted]= Task completion at risk, Y= Milestones/Deliverables at risk, [redacted]=Task proceeding as planned, [redacted]=Task Completed.

Progress Details:

Task N: This is a more detailed explanation of the task progress to properly inform the DNDO PM of anticipated hang-ups or accomplishments.

3. Key Issues: Technical, Budget, and Schedule

Update the table below with any key technical, budget and schedule issues. NOTE any changes from last report.

[*Use additional space after the table for more detailed explanations of issues and responses. Changes in status should be explained in sufficient detail for the DNDO PM to understand the rationale.*]

Issues		Response	T/B/S	Impact
1	*Example: Vendor had delay in obtaining starting materials*	*CLOSED - Materials received and schedule has adequate contingency*		*Issue resolved without impact on 6/10/06*
2	*Work in characterization lab delayed due to water leak*	*OPEN - Repairs in progress, minimal impact*	*T,S*	*1 week delay in results. Contingency adequate*
3	*Lead engineer retiring*	*OPEN - Posting out, temp. help available*		*Milestone 5 delayed by 1 months*

Impact type: T/B/S means **T**echnical, **B**udget and/or **S**chedule;
Severity Color Code: [redacted]=Project likely at risk, Y= Milestones/Deliverables likely at risk, [redacted]=Milestones/Deliverables slightly at risk, [redacted]=Issue resolved.

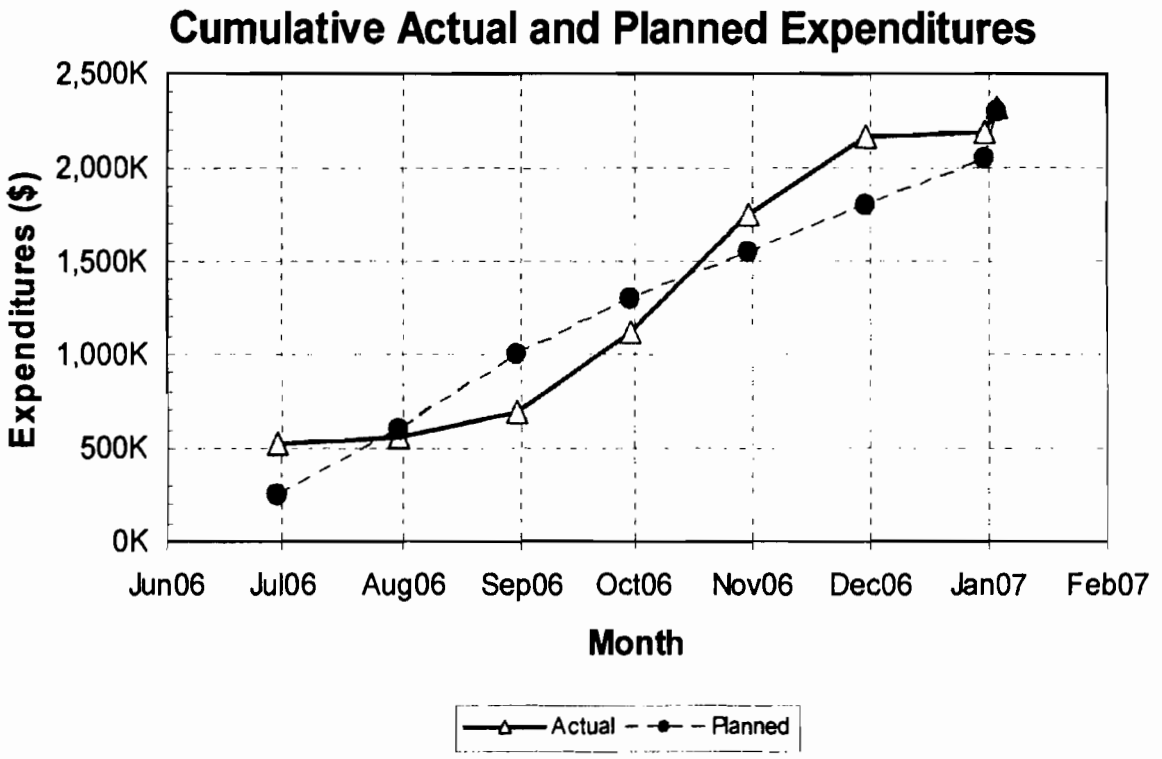
Key Issue Details:

Issue 1: …

Issue 2: …

4. Cumulative Funding Profile*

Provide a chart with cumulative actual expenses versus planned (budgeted) expenses over the entire period of performance. Use the chart template shown below. To edit this graph in Excel, double click on it. Explain variances of more than 25% per month, whether positive or negative.



(*Planned as of June, 2006)

5. Funding Summary- Actual Costs

Labor, Material and Supplies (M&S), Travel, Subcontractors and Consultants (Subs), and Other are fully burdened costs. Provide an explanation of costs not yet posted (e.g., commitments). Provide a description of M&S and Other costs above $25K.

Table 1. Cost Breakdown in Thousands of Dollars by Task and Phase as of (*date*)

Task	Labor	M&S	Travel	Subs	Other	Monthly Total	Cumulative Total	Plan Total	%
1									
2									
.									
.									
.									
N									
Monthly Total									
Cumulative Total									
Plan Total									

Monthly Travel	
Trip Destination & Dates	**Purpose of Trip**

6. Planned Activities for Next Month

Provide a detailed list of activities by Task that are planned for the following month.

[*Use additional space after the table for more detailed explanations of planned activities, if needed.*]

Tasks		Planned Activities
1	Brief description of task	
2		
.		

.		
.		
N		

7. Contract Schedule Status

Provide copy of Gantt chart with the all tasks and key milestones and current projected adjustments to meet future deliverables.

8. Organizational Status

Provide relevant information on organizational status including, but not limited to, personnel changes, management changes, safety or security issues etc.

9. Additional Information

Provide any additional information worth sharing: new modeling/measurement/analysis results, photos, graphs, tables, etc. This section should be used to highlight important achievements of the period.

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 26

2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
HSHQDC-08-C-00134	09/22/2008	RDTR-08-00241

5. ISSUED BY CODE DHS/OPO/DNDO

U.S. Dept. of Homeland Security
Office of Procurement Operations
Domestic Nuclear Detect. Office
Acquisition Division
245 Murray Lane, SW, Bldg. 410
Washington DC 20528

6. ADMINISTERED BY (If other than Item 5) CODE DHS/OPO/DNDO

U.S. Dept. of Homeland Security
Office of Procurement Operations
Domestic Nuclear Detect. Office
Acquisition Division
245 Murray Lane, SW, Bldg. 410
Washington DC 20528

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and ZIP Code)

PASSPORT SYSTEMS INC
70 TREBLE COVE ROAD
NORTH BILLERICA MA 018622208

CODE 1342913220000 FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
Net 30

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

11. SHIP TO/MARK FOR CODE

Department of Homeland Security
DNDO
245 Murray Lane
Washington DC 20528

12. PAYMENT WILL BE MADE BY CODE DNDO

DNDO
Coast Guard Finance Center
DNDO Invoices
PO Box 4141
Chesapeake VA 23327

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 $149,879.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1-4	X	I	CONTRACT CLAUSES	19-25
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	26
X	D	PACKAGING AND MARKING	7			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	8		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	9-10				
X	G	CONTRACT ADMINISTRATION DATA	11-15		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	16-18		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

18. ☒ AWARD (*Contractor is not required to sign this document.*) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation 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)
Paul H. Johnson, VP Contracts & Administration

20A. NAME OF CONTRACTING OFFICER
Wanda Moorman

19B. NAME OF CONTRACTOR
Passport Systems, Inc.

BY (b) (6)
(Signature of person authorized to sign)

19C. DATE SIGNED
9-22-08

20B. UNITED STATES OF AMERICA
BY Wanda E. Moorman
(Signature of the Contracting Officer)

20C. DATE SIGNED
9/22/08

NAME OF OFFEROR OR CONTRACTOR
PASSPORT SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 134291322+0000 ALC: 70-23-0001 APP: 70-X-0860 FOB: Destination Period of Performance: 09/22/2008 to 03/21/2009				
0001	Phase I - The contractor shall provide all necessary resources (requisite level of technical personnel, and materials) required to perform the required testing and development under Broad Agency Announcement for Active Interrogation - Advance Sources in accordance with the terms and conditions of this contract and Phase I as follows: Obligated Amount: (b) (4) Accounting Info: 7-RD08XA000D-2008-RT0860-303100-EXPR-TR30-304000-3 040000000000000-2550 Funded: (b) (4)				(b) (4)
0002	Phase I - Fixed Fee associated with CLIN 0001 Obligated Amount: (b) (4) Accounting Info: 7-RD08XA000D-2008-RT0860-303100-EXPR-TR30-304000-3 040000000000000-2550 Funded: (b) (4)				(b) (4)
1001	Option Year 1/Phase II - The contractor shall provide all necessary resources (requisite level of technical personnel, and materials) required to perform the required testing and development under Broad Agency Announcement for Active Interrogation - Advance Sources. Amount: (b) (4) (Option Line Item) Accounting Info: NONE Funded: $0.00				0.00
1002	Option Year 1/Phase II - Fixed Fee associated with CLIN 1001 Amount: (b) (4) (Option Line Item) Accounting Info: NONE Funded: $0.00				0.00

Continued ...

NAME OF OFFEROR OR CONTRACTOR

PASSPORT SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	Option Year 2/Phase III - The contractor shall provide all necessary resources (requisite level of technical personnel, and materials) required to perform the required testing and development under Broad Agency Announcement for Active Interrogation - Advance Sources. Amount: (b) (4) [redacted] (Option Line Item) Accounting Info: NONE Funded: $0.00				0.00
2002	Option Year 2/Phase III - Fixed Fee associated with CLIN 2001 Amount: (b) (4) [redacted] (Option Line Item) Accounting Info: NONE Funded: $0.00				0.00
3001	Option Year 3/Phase IV - The contractor shall provide all necessary resources (requisite level of technical personnel, and materials) required to perform the required testing and development under Broad Agency Announcement for Active Interrogation - Advance Sources. Amount: (b) (4) [redacted] (Option Line Item) Accounting Info: NONE Funded: $0.00				0.00
3002	Option Year 3/Phase IV - Fixed Fee associated with CLIN 3001 Amount: (b) (4) [redacted] (Option Line Item) Accounting Info: NONE Funded: $0.00				0.00
4001	Option Year 4/Phase V - The contractor shall provide all necessary resources (requisite level of technical personnel, and materials) required to perform the required testing and development under Broad Agency Announcement for Active Interrogation - Advance Sources. Amount: (b) (4) [redacted] (Option Line Item) Accounting Info: NONE Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR
PASSPORT SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $0.00				
4002	Option Year 4/Phase V - Fixed Fee associated with CLIN 4001 Amount: (b) (4) (Option Line Item) Accounting Info: NONE Funded: $0.00 The total amount of award: $1,826,116.00. The obligation for this award is shown in box 15G.				0.00

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Schedule

The purpose of this contract is for the development of a portable multimodal monochromatic high-energy gamma ray source (PMMS). The Contractor shall provide the necessary labor (requisite level of technical personnel), materials, and all other resources required to perform the services in accordance with the terms and conditions of this contract in the cost-plus-fixed fee not to exceed ceiling price of $1,826,116.00.

Each contract line item number is outlined as follows:

0001	Phase I	Base	(b) (4)	(b) (4)	$149,879.00
1001	Phase II	Option 1			(b) (4)
2001	Phase III	Option 2			
3001	Phase IV	Option 3			
4001	Phase V	Option 4			
	Total				

Phases II, III, IV and V are options to be exercised at the Governments discretion as outlined in Section F.5. Pricing for Phase I is based on the SOW in Section J. Pricing for SOWs for subsequent phases are estimates. SOWs in subsequent phases will be based on work completed in the prior phase, which may impact pricing in the subsequent phases.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

The Statement of Work is listed as Attachment 1 under Section J of this document.

END OF SECTION C

SECTION D – PACKAGING AND MARKING

This Section is intentionally left blank.

END OF SECTION D

SECTION E – INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this Section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) in Section I of this contract. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://arnet.gov/far/

http://www.dhs.gov/dhspublic/interweb/assetlibrary

NUMBER	TITLE/DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)
52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)

E.2 Acceptance

The Contracting Officer's Technical Representative identified in Section G of this contract is responsible for the acceptance of all services and resultant deliverables/documents.

E.3 Acceptance Criteria

Certification by the COTR of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the contract and all modifications.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance for this contract is (6) six months; 22 September 2008 through 21 March 2009.

The period of the performance for the option periods if exercised are as follows:

Option Year 1/Phase II – 22 March 2009 – 21 September 2009 (6 months)

Option Year 2/Phase III – 22 September 2009 – 21 September 2010 (12 months)

Option Year 3/Phase IV – 22 September 2010 – 21 July 2011 (10 months)

Option Year 4/Phase V – 22 July 2011 – 21 September 2011 (2 months)

F.2 Place of Performance

The services will be performed at the contractor's facility located at 70 Treble Cove Rd N. Billerica, MA 01862.

F.3 Deliverables/Reporting Requirements

The Contractor shall prepare and submit the deliverables as outlined in the below table.

#	Deliverable	Phase	Due	Format	Receipt
1	Monthly Reports	All	Two weeks after the last day of each month	Government	COTR/PM, CO, CS
2	Quarterly Performance Review (QPR) Brief	All	One week before QPR	Vendor	COTR/PM, CO, CS
3	QPR Meeting Minutes	All	One week after QPR	Vendor	COTR/PM, CO, CS
4	End-of-Phase Performance Evaluation (EPE) Brief	All	One week before EPE	Vendor	COTR/PM, CO, CS
5	EPE Meeting Minutes	All	Two weeks after EPE	Vendor	COTR/PM, CO, CS

6	Draft Phase End Report	All	One week before EPE	Vendor	COTR/PM, CO, CS
7	Final Phase End Report	All	Two weeks after EPE	Vendor	COTR/PM, CO, CS
8	Test Readiness Review Plan	IV	Two weeks before TRR	Vendor	COTR/PM, CO, CS
9	PoC T&E Demo Plan	IV	One month before EPE	Vendor	COTR/PM, CO, CS
10	Final Report	V	Three weeks after PoC T&E Demo	Vendor	COTR/PM, CO, CS
11	Technical Reports	I-V	As needed	Vendor	COTR/PM, CO, CS
12	PoC Prototype	V	End of Phase V	N/A	To be determined in Phase IV

All deliverables shall be sent in accordance with the table to the individuals identified in Section G.2. All financial and management reports shall be sent electronically to the COTR, Contracting Officer (CO) and the Contract Specialist (CS) at the addresses listed in Section G.

F.4 OPTION TO EXEND THE TERM OF CONTRACT 52-217-9 (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

END OF SECTION F

SECTION G CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (CO) AND CONTRACT SPECIALIST (CS)

The Contracting Officer (CO) for this Contract is identified below:

Name:	Wanda E. Moorman
Title:	Contracting Officer
Agency:	Department of Homeland Security Office of Procurement Operations
Address:	245 Murray Lane, Bldg.410 Washington, DC 20528
Voice:	(b) (6)
Fax:	
Email:	Wanda.Moorman@dhs.gov

The Contract Specialist (CS) for this Contract is identified below:

Name:	Tracy C Miller
Title:	Contract Specialist
Agency:	Department of Homeland Security Office of Procurement Operations
Address:	245 Murray Lane, Bldg.410 Washington, DC 20528
Voice:	(b) (6)
Fax:	
Email:	Tracy.C.Miller@dhs.gov

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR for this Contract is identified below:

Name:	Leon Feinstein
Title:	Contracting Officer's Technical Representative
Agency:	Department of Homeland Security Domestic Nuclear Detection Office
Address:	245 Murray Lane, Bldg 410 Washington, DC 20528
Voice:	(b) (6)
Email:	Leon.Feinstein@dhs.gov

G.3 **Contracting Officer's Authority**

The Contracting Officer (CO) assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. The CO is the only individual who has the authority to enter into, administer, or terminate this contract and is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the CO.

It is the Contractor's responsibility to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. The Government will not reimburse the Contractor for any work not authorized by the CO, including work outside the scope of the contract.

G.4 Contracting Officer's Technical Representative (HSAR 3052.242-72) (DEC 2003)

(a) 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.

(b) 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.

G.5 Technical Direction

(a) Technical Direction is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work within the existing scope of work as defined in the Statement of Work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(a)The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with (1) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications

which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(a) The COTR is required to meet annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(b) In the absence of the designated COTR, the COTR may designate someone to serve as COTR in their place. However, such action to direct an individual to act in the COTR's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(c) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(d) Failure by the Contractor to report to the Contracting Officer conduct that the Contractor considers to constitute a change to this contract, as provided by FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.6 Interpretation or Modification

No oral statement by any person, and no written statement by anyone other than the Contracting Officer (CO), 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 CO.

G.7 Accounting and Appropriation Data

The accounting and appropriation data corresponding to this contract is found in Section B, Pricing Schedule.

G.8 Invoicing Instructions

In order to initiate payment, the Contractor shall submit proper invoices for payment in the manner and format described herein:

(a) The Contractor shall submit an original invoice or send via facsimile or email to the following address:

Invoicing PPB
Coast Guard Finance Center
DNDO Invoices
P.O. Box 4141
Chesapeake, VA 23327
Email address: FIN-SMB-DNDOInvoices@uscg.mil

(b) Each invoice shall include the following:

- Contract/Modification Number
- Contractor Name
- Date of Invoice
- Invoice/Voucher Number
- Contract Line Item Number (CLIN)
- Incurred Cost

The Contractor can obtain status of each invoice by calling or emailing to:
USCG FINCEN Customer Service
Call: 1-800-564-5507 or 757-523-6940
Email: http://www.fincen.uscg.mil/vendor info.htm

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Confidentiality of Information

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to and the Contractor shall have no obligation under this Agreement to hold information in confidence which, although identified and disclosed as stated herein, has been or is developed by the Contractor independently and without benefit of information disclosed hereunder; and:

(1) Information or data which is in the public domain at the time of receipt by the Contractor;

(2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.

(b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity requesting such agreement and that is supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer, upon written request.

(c) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H.5 Travel Costs

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR clause 31.205-46.

(b) The Contractor is to use the current Federal Travel Regulations for all rates and definitions for travel, lodging and incidental expense and apply them consistently.

(c) Reimbursable travel costs are any costs associated with travel required to perform the contract, and approved by the Contracting Officer Technical Representative and/or the Contracting Officer.

H.6 RIGHTS IN DATA ASSERTIONS

The contractor's data assertions to 52.227-15, Representation of Limited Rights Data and Restricted Computer Software, is incorporated herein by reference and made a part of this contract. The approval of these data assertions is solely based on the rights to data funded solely by the contractor or the rights to data funded by a non-federal government entity.

END OF SECTION H

PART II– CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this Section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) in Section I of this contract. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

www.acquistion.gov

NUMBER	TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended,	SEP 2006

	or Proposed for Debarment	
52.215-2	Audit and Records – Negotiation	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-11	Price Reduction For Defective Cost or Pricing Data-Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data-Modifications	OCT 1997
52.215-14	Integrity of Unit Price	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data –Modification Alternate IV (OCT 1995)	OCT 1997
52.216-7	Allowable Cost and Payment	DEC 2002
52.216-8	Fixed Fee	Mar 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Actions for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirement	DEC 2001

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act of 1965, as Amended	NOV 2007
52.222-50	Combating Trafficking In Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent Alternate I (APR 1984)	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-11	Patent Rights-Ownership by the Contractor (Short Form)	DEC 2007
52.227-14	Rights in Data-General	DEC 2007
52.228-7	Insurance-Liability To Third Persons	MAR 1996
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-20	Limitation of Costs	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	OCT 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-2	Service of Protest	SEP 2006
52.233-3	Protest After Award (Alternate 1) JUN 1985	AUG 1996
52.233-4	Applicable Law of Breach of Contract Claim	OCT 2004

52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Cost	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes – Cost Reimbursement Alternate V (APR 1984)	AUG 1987
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property Alternate II (JUN 2007)	JUN 2007
52.245-9	Use and Charges	JUN 2007
52.246-25	Limitation of Liability-Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.247-67	Submission of Transportation Documents For Audit	FEB 2006
52.249-6	Termination for Convenience of the Government	MAY 2004
	(Cost Reimbursement)	
52.249-14	Excusable Delays	APR 1984
52.250-3	Safety Act Block Designation/Certification	NOV 2007
52.250-5	Safety Act – Equitable Adjustment	NOV 2007
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 Prohibitions on Contracts with Corporate Expatriates (HSAR 3052.209-70)(Jun 2006)

Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears. "Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership; After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group. "Person", "domestic", and "foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

Special rules.

The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership: stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

Special Rule for Related Partnerships.
For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

Treatment of Certain Rights.
Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: warrants; options; contracts to acquire stock; convertible debt instruments; and others similar interests.
Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

Disclosure.
By signing and submitting its offer, an Offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002. If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

I.3 DISSEMINATION OF CONTRACT INFORMATION (HSAR 3052.242-71) (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.

I.4 F.O.B DESTINATION ONLY (HSAR 3052.242-72)

Offers are invited on the basis of f.o.b. destination only. Offers submitted on any other basis will be rejected as nonresponsive.

END OF SECTION I

SECTION J – LIST OF ATTACHMENTS

J.1 - Statement of Work

Statements of Work for succeeding phases are subject to change based on work in prior phase.

J.2 – Monthly Progress Report Format

END OF SECTION J

Statement of Work (SOW)

(b) (4)

[redacted]

(b) (4)

[redacted]

(b) (4)

[redacted]

Project Title

Solicitation Number / Name

DNDO Program Manager: (Insert PM name)

Contract: (*Insert Contract #*)

CDRL: (*Insert CDRL #*)

Monthly Progress Report (*Insert #)*
Issued: *Month, day, year*
Covering the Period: *Month, Day, Year* through *Month, Day, Year*
(Financial information through *Month, Day, Year*)

Prepared by: *Name, Title*
Company, Laboratory, or Institution Name
Address Line 1
Address Line 2
Place, State Zip
Email Address

1. Program Overview

Provide a one to two paragraph overview of the project.

[*Most of this section will not change from month to month.*]

2. Progress Since Last Report and Status

Provide several paragraphs providing a summary review of the project progress, compared to the last reporting period. This should include all planned activities discussed in section 'Planned Activities for Next Period' of the previous month; planned activities that did not occur should be explained.

In the table below, indicate if significant progress was made or technical difficulties were encountered in any areas during the report period. Include for each row (Task):

- Task numbers and brief description as delineated in the SOW/WBS. Sub-Task numbering and reporting is encouraged when extra detail is required.
- Progress and accomplishments since last report against program SOW/WBS milestones/deliverables.
- Last month color code status (see below) and the number of months (mo) or weeks (wks) behind or ahead of the original target completion date.
- Current month color status and the number of months (mo) or weeks (wks) behind or ahead of the original target completion date.

[*Use additional space after the table for a more detailed explanation of progress, accomplishments, and the status and difficulties encountered in reporting period. Changes in status should be explained in sufficient detail for the DNDO PM to understand the rationale.*]

Tasks		Progress/ Accomplishments	Last Report Status	Current Report Status
1.0	…	…	[illegible]	[illegible]
2.0	Brief description of task objective	We have made a lot of progress in performing measurements with the bench top apparatus ###, but still have difficulty in acquiring the needed materials – see below.		
3.0	…	…	[illegible]	[illegible]
4.0	Task overview		[illegible] ahead	[illegible] ahead

4.1	Sub task …		
4.2	Sub task …		
5.0			

Status color code definitions: R= Task completion at risk, Y= Milestones/Deliverables at risk, G=Task proceeding as planned, B=Task Completed.

Progress Details:

Task N: This is a more detailed explanation of the task progress to properly inform the DNDO PM of anticipated hang-ups or accomplishments.

3. Key Issues: Technical, Budget, and Schedule

Update the table below with any key technical, budget and schedule issues. NOTE any changes from last report.

[*Use additional space after the table for more detailed explanations of issues and responses. Changes in status should be explained in sufficient detail for the DNDO PM to understand the rationale.*]

	Issues	Response	T/B/S	Impact
1	*Example: Vendor had delay in obtaining starting materials*	*CLOSED - Materials received and schedule has adequate contingency*		*Issue resolved without impact on 6/10/06*
2	*Work in characterization lab delayed due to water leak*	*OPEN - Repairs in progress, minimal impact*	*T,S*	*1 week delay in results. Contingency adequate*
3	*Lead engineer retiring*	*OPEN - Posting out, temp. help available*		*Milestone 5 delayed by 1 months*

Impact type: T/B/S means **Technical, Budget and/or Schedule;**
Severity Color Code: R=Project likely at risk, Y= Milestones/Deliverables likely at risk, G=Milestones/Deliverables slightly at risk, B=Issue resolved.

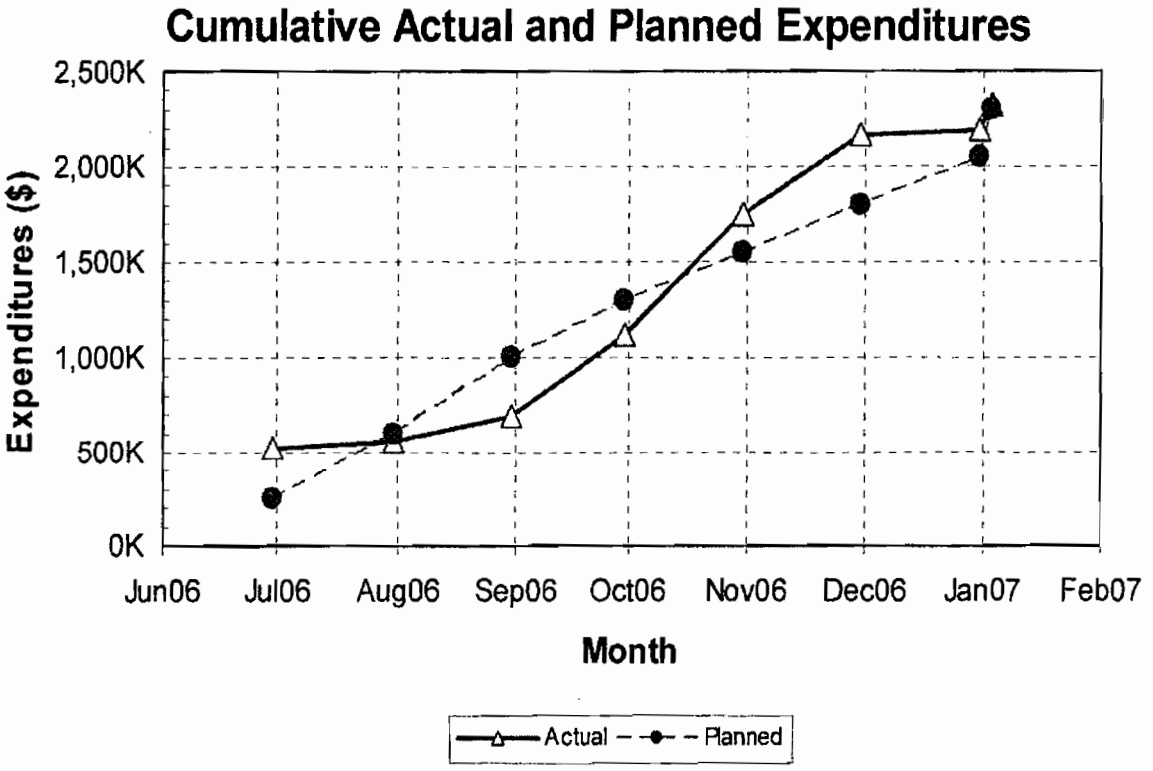
Key Issue Details:

Issue 1: …

Issue 2: …

4. Cumulative Funding Profile*

Provide a chart with cumulative actual expenses versus planned (budgeted) expenses over the entire period of performance. Use the chart template shown below. To edit this graph in Excel, double click on it. Explain variances of more than 25% per month, whether positive or negative.



(*Planned as of June, 2006)

5. Funding Summary- Actual Costs

Labor, Material and Supplies (M&S), Travel, Subcontractors and Consultants (Subs), and Other are fully burdened costs. Provide an explanation of costs not yet posted (e.g., commitments). Provide a description of M&S and Other costs above $25K.

Table 1. Cost Breakdown in Thousands of Dollars by Task and Phase as of (*date*)

Task	Labor	M&S	Travel	Subs	Other	Monthly Total	Cumulative Total	Plan Total	%
1									
2									
.									
.									
.									
N									
Monthly Total									
Cumulative Total									
Plan Total									

Monthly Travel	
Trip Destination & Dates	Purpose of Trip

6. Planned Activities for Next Month

Provide a detailed list of activities by Task that are planned for the following month.

[*Use additional space after the table for more detailed explanations of planned activities, if needed.*]

Tasks		Planned Activities
1	Brief description of task	
2		
.		

.		
.		
N		

7. Contract Schedule Status

Provide copy of Gantt chart with the all tasks and key milestones and current projected adjustments to meet future deliverables.

8. Organizational Status

Provide relevant information on organizational status including, but not limited to, personnel changes, management changes, safety or security issues etc.

9. Additional Information

Provide any additional information worth sharing: new modeling/measurement/analysis results, photos, graphs, tables, etc. This section should be used to highlight important achievements of the period.