

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 75	
2. CONTRACT (Proc. Inst. Ident.) NO. 70RSAT18CB0000042				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSAR-17-00096	
5. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Branch 245 Murray Lane, SW, #0115 Washington DC 20528-0115		CODE DHS/OPO/S&T/S&T		6. ADMINISTERED BY (If other than Item 5)		CODE	
				SCD-C			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and Zip Code) UNIVERSITY OF ALABAMA AT BIRMINGHAM 1720 2ND AVENUE SOUTH BIRMINGHAM AL 352940001				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 0636907050000		FACILITY CODE		11. SHIP TO/MARK FOR U.S. Dept. of Homeland Security Science and Technology Directorate 245 Murray Lane SW Washington DC 20528		12. PAYMENT WILL BE MADE BY DHS ICE Burlington Finance Center PO BOX 1000 Attn: S&T Division Williston VT 05495-1000	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a)				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						(b)(4)	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid 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 bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. N (b)(6)				19B. N (b)(6)			
19B. N			19C. DATE SIGNED 9/21/18	19C. DATE SIGNED 09/21/2018			
BY (Signature of person authorized to sign)							

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UNIVERSITY OF ALABAMA AT BIRMINGHAM

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 063690705+0000</p> <p>1.1. This Contract is between the UNITED STATES DEPARTMENT OF HOMELAND SECURITY ("DHS" or "the Government") and the University of Alabama ("Contractor"), a public university.</p> <p>1.2. This Contract is identified by its Procurement Instrument Identifier (PIID, or contract number) 70RSAT18CB0000042.</p> <p>1.3. In response to the Government's Broad Agency Announcement DHSST-LRBAA14-02, the Contractor proposes to improve current open source and social media analytic capabilities by expanding the available tools and analytic techniques. The Contractor also proposes to formalize and automate the developed capabilities so they can either be commercialized, or easily adopted into the Government's operational environment.</p> <p>1.4. The Contractor shall perform all work consistent with Section C of this Contract.</p> <p>1.5. This is a completion form cost-reimbursement contract.</p> <p>AAP Number: None</p> <p>FOB: Destination</p> <p>Period of Performance: 09/24/2018 to 09/23/2021</p> <p>The work in Tasks 1 through 6 of the SOW are funded through this CLIN for the portion of those tasks not identified as part of the option periods of this Contract.</p> <p>Award Type: Cost</p> <p>Total Estimated Cost: (b)(4)</p> <p>Total Line Item Value: (b)(4)</p> <p>Product/Service Code: AJ22</p> <p>Product/Service Description: R&D- GENERAL SCI/TECH: MATHEMATICAL/COMPUTER SCIENCES (APPLIED RESEARCH/EXPLORATORY DEVELOPMENT)</p> <p>Accounting Info: NONE000-000-J1-64-06-01-001-08-00-0000-00-00-00-00-00-GE-OE-25-50-000000</p> <p>Funded: (b)(4)</p> <p>Accounting Info: NONE000-000-J1-60-03-02-000-08-00-0000-00-00-00-00-00-GE-OE-25-50-000000</p> <p>Funded: (b)(4)</p> <p>Accounting Info: Continued ...</p>				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NONE000-000-J8-64-06-01-002-08-00-0000-00-00-00-00-00-GE-OE-25-50-000000 Funded: (b)(4)				
0007	Task 7: Creating and/or Evaluating Data Sets Optional Task Award Type: Cost Total Estimated Cost: (b)(4) Amount: (b)(4) (Option Line Item) Accounting Info: Funded: \$0.00				0.00
0008	Task 8: Additional Subject Matter Experts to Support R&D Optional Task Amount: (b)(4) (Option Line Item)				0.00
0009	Task 9: Open Source and Social Media Workshops/Working Groups Optional Task Amount: (b)(4) (Option Line Item)				0.00
0010	Task 10: Longer-term Onsite Support in the Washington D.C. area or Other U.S. location Optional Task Amount: (b)(4) (Option Line Item)				0.00
1001	Task 1: Facebook Group Expander Option Period 1 Work Amount: (b)(4) (Option Line Item) Accounting Info: Funded: \$0.00				0.00
1002	Task 2: Twitter Expand and Prune Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
1003	Task 3: Influence Bot Detection Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
1004	Task 4: Non-GPS Contextual Location Option Period 1 Work Continued ...				0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: (b)(4) (Option Line Item)				
1005	Task 5: Online Forums to Social Networks Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
1006	Task 6: Lesser Social Media Communities Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
1007	Task 7: Creating and/or Evaluating Data Sets Optional Task Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
1008	Task 8: Additional Subject Matter Experts to Support R&D Optional Task Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
1009	Task 9: Open Source and Social Media Workshops/Working Groups Optional Task Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
1010	Task 10: Longer-term Onsite Support in the Washington D.C. area or Other U.S. location Optional Task Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
1011	Task 11: Cross-Domain Scaling Option Period 1 Work Amount: (b)(4) (Option Line Item)				0.00
2007	Task 7: Creating and/or Evaluating Data Sets Optional Task Option Period 2 Work Amount: (b)(4) (Option Line Item) Continued ...				0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2008	Task 8: Additional Subject Matter Experts to Support R&D Optional Task Option Period 2 Work Amount: (b)(4) (Option Line Item)				0.00
2011	Task 11: Cross-Domain Scaling Option Period 2 Work Amount: (b)(4) (Option Line Item)				0.00
2012	Task 12: Commercialization and Transition Option Period 2 Work Amount: (b)(4) (Option Line Item)				0.00
The total amount of award: (b)(4) The obligation for this award is shown in box 15G.					

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PART I – THE SCHEDULE

Section A. Contract Form

A.2. 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

(End of Section A)

Section B. Supplies or Services and Prices/Costs

B.1. Indirect Costs

1.1. The Contractor shall be reimbursed for indirect costs consistent with forward pricing rates subject to appropriate adjustment when the final rate(s) are established. The Contractor is responsible for submitting approved Indirect Rate Agreements to the DHS Contracting Officer as they are approved by the Contractor's cognizant Government audit entity.

1.2. If the Contractor is only in receipt of provisional, or other interim, indirect rates, the Contracting Officer may negotiate final indirect costs for this Contract with the Contractor as part of contract administration or as part of closeout proceedings.

(End of Section B)

Section C. Description/Specifications/Statement of Work

1.0 GENERAL

1.1 Background

The U.S. Department of Homeland Security (DHS) is committed to using cutting-edge technologies and scientific talent in its quest to make America safer. The Science and Technology (S&T) Directorate is tasked with researching and organizing the scientific, engineering, and technological resources of the United States and leveraging these existing resources into technological tools to help protect the homeland. The Homeland Security Advanced Research Projects Agency (HSARPA) mission is to facilitate revolutionary research and development to transform and improve the homeland security mission space through rapid prototyping, demonstrations, technology transition, test and evaluation and commercialization of new and highly effective capabilities for the homeland security enterprise. HSARPA's mission is to improve homeland security by working with partners to provide state-of-the-art solutions and/or technology that helps them achieve their missions. Our partners and customers include the operating S&T Divisions; DHS Offices and Components; other government agencies; State, local, tribal, and territorial emergency responders and officials; and private sector entities who are part of the Homeland Security Enterprise (HSE).

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The Data Analytics Engine (DA-E) within HSARPA applies leading-edge computational data analytics research and development (R&D) techniques to enable user-focused, data-driven solutions for DHS missions. DA-E is the cross-cutting S&T resource for subject matter expertise and technical capabilities in data storage, security, computation, analysis, and visualization to the HSE, which includes DHS and its public and private sector partners. DA-E has identified gaps in better leveraging open source and social media capabilities to increase DHS mission effectiveness. The University of Alabama at Birmingham (UAB, "the Contractor" hereafter) submitted a proposal through S&T's Long Range Broad Agency Announcement (LRBAA) that has been evaluated as having potential for advancing R&D in open source and social media analytics.

1.2 Scope

Within the scope of this effort, the Contractor shall conduct R&D on leveraging open source and social media to counter terrorists' use of the internet and other DHS use cases (e.g., human trafficking, transnational criminal networks). For terrorism, the Contractor shall define terrorist groups as those identified by the Federal Bureau of Investigation, Department of State, or other Government agency. Any ambiguity should be discussed with the Government prior to proceeding. The Contractor shall develop algorithms, methodologies, and expertise, working closely with DA-E staff to build next generation capabilities for DHS and its HSE partners.

The Contractor's R&D efforts shall include developing related training and test data sets, algorithms, and methodologies for leveraging open source and social media data. Data, algorithms, and other artifacts the Contractor develops may be transferred and hosted in DHS's infrastructure for test and evaluation.

DA-E may deploy staff to work in the Contractor's facility as part of DHS's oversight of this effort. The Contractor shall coordinate and provide access to facilities and space as appropriate for DHS personnel monitoring this effort while present at the Contractor's facilities (e.g., badging). The Contractor may provide onsite support within the D.C. commuting area or other U.S. location requested by the Government. The Contractor shall provide expertise on leveraging open source and social media, including support to the Government's testing, evaluation, and experimentation of the Contractor's tools and methodologies. Longer-term efforts that require the Contractor to be present in the Washington, D.C. area or other location specified by DHS (8 consecutive weeks, or more) are the subject of optional tasks included in this effort.

Since this effort involves R&D capabilities that may be deployed to operational environments in the HSE, the Contractor may be required to re-focus/apply their research capabilities to address urgent and/or surge situations to test emerging algorithms and methodologies in response to specific events or operational occurrences. Such events provide an opportunity to demonstrate the ability to quickly pivot, scale, and deploy capabilities in a timely manner that would be needed in many real-world security situations facing the HSE.

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Open source and social media analytics reflect some of the most difficult challenges across many fields, including information retrieval, text analytics, media (text and non-text) analytics, identity resolution, ontology management, geospatial, mathematics, machine learning, scalable architectures, and real time processing. Beyond the technical challenges, foreign and domain-specific language and knowledge of culture, regions, and subjects that only an experienced human can provide are invaluable. Protecting privacy and civil rights and civil liberties requires knowledge of laws, policies, and best practices to develop technologies that can flex to various situations in a scalable, real-time manner. To make progress in addressing the aforementioned challenges, the Contractor may need to acquire subject matter experts (SMEs) to enhance and inform its efforts. The Contractor may conduct workshops focusing on specific topics in open source and social media to gain better insight to inform its R&D efforts. SMEs and workshops are the subject of optional tasks included in this effort.

1.3 Objective

This effort's main objective is to improve current open source and social media analytic capabilities by expanding the available tools and analytic techniques. Over the course of the project, the developed tools and techniques will be formalized and automated so they can either be commercialized, or easily adopted into DHS's operational environment.

1.4 Applicable Documents

None.

1.4.1 Compliance Documents

- *DHS Sensitive Systems Policy Directive 4300A* (https://www.dhs.gov/sites/default/files/publications/4300A%20Sensitive%20Systems%20Policy_V13.1.pdf)
- *Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007* (<https://www.dhs.gov/sites/default/files/publications/dhs%20policy%20directive%20047-01-007%20handbook%20for%20safeguarding%20sensitive%20PII%2012-4-2017.pdf>)

1.4.2 Reference Documents

The following documents may be helpful to the Contractor:

- *S&T Engine: Data Analytics* (<https://www.dhs.gov/science-and-technology/hsarpa/da-e>)
- *Technology Engines* (<https://www.dhs.gov/science-and-technology/hsarpa/engines>)

2.0 SPECIFIC TASKS

2.0.1 The Contractor shall perform all work consistent with privacy and security policies and safeguards as outlined in the Contract. The Contractor shall submit progress reports or briefings

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and define and measure performance of all methodologies, processes, and tools, including automation, for effectiveness and efficiency across all work areas. This shall include providing information on the methodologies and data that can be communicated to DA-E's various stakeholders, evaluating privacy implications, and delivering data, algorithms, and other project artifacts. The Government will provide feedback in the form of technical direction and go/no-go decisions related to the exercise of optional tasks and/or option periods. The Contractor may support DA-E's efforts in communicating this effort's work outputs and benefits to stakeholders either by conducting briefings, or by contributing project information to Government briefings.

2.0.2 The Contractor shall measure (estimate when needed) resources consumed (e.g., compute power, manpower, special skills) to execute the developed automated processes/tools over time. The Contractor shall deliver data, algorithms, and other artifacts to DA-E for all tasks under this effort, to include resource measurement (or estimates), e.g., compute power, manpower, special skills, etc., required to execute automated processes. The Contractor shall document and explain how its findings confirm or counter academic and practical understanding of radicalization or topic of study (e.g., human trafficking), or what new insights this effort provides that could support DHS missions.

2.0.3 The Contractor shall produce a final written report capturing results and findings across all areas of the project. The report must include a discussion of how the project's findings confirm or counter academic and practical understanding of radicalization or topic of study (e.g., human trafficking), or provide new insights that could support DHS missions. If the Government exercises any of the options in this effort, the Contractor shall prepare updated versions of the final report to be delivered at the conclusion of the option period(s).

2.1 Task 1: Facebook Group Expander

2.1.1 The Contractor shall develop automated processes to identify potential pro-terrorist social media accounts and open Facebook groups where pro-terrorist accounts interact. This task shall include monitoring terrorist propaganda production and distribution, identifying corresponding Facebook accounts and forums using automated tools. The Contractor shall develop and deliver a continuously updated list of these identified accounts and related data (e.g., postings).

2.1.2 The Contractor shall work with DHS to identify relevant attributes, including assessing the value and tradeoff of such attributes with respect to privacy. The Contractor shall develop these attributes to create a methodology for developing a ranking, or "Risk Score," associated with the identified accounts. The Contractor shall develop tools to automate the identification process, documenting performance measures and metrics related to automating the identification process.

2.1.3 The Government may request the Contractor to apply their techniques to other areas (e.g., human trafficking, transnational criminal organizations). The outputs of these experiments will be incorporated into the demonstrations, documentation, and artifact deliverables for this task.

2.1.4 During the base period of performance, the duration of this task is twelve (12) months.

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2.1.5 Based on the results of the base period of performance, additional, more focused effort within the scope of this task may be required during exercised option periods. If such additional effort under the scope of this task is required, the exercise of subsequent option periods may include the exercise of the optional Contract Line Item (CLIN) associated with this task in the respective option period.

2.1.6 Option Period 1: If exercised, the Contractor shall continue to mature the work under “Facebook Expander” and test this capability in an operational environment at a DHS or HSE partner site identified by DHS.

- 2.1.6.1** The Contractor shall develop and execute a test plan that includes performance measures and metrics and tailor/refine capabilities to meet DHS or the host HSE partner’s needs. The Contractor shall conduct its operational testing onsite at the deployed location(s).
- 2.1.6.2** The Contractor shall develop and deliver training, including a user guide, for onsite staff to use and maintain the capability if it is selected for long-term mission use.
- 2.1.6.3** The Contractor shall deliver a report summarizing the experiment(s) and findings.
- 2.1.6.4** The anticipated duration of this task during Option Period 1 is twelve (12) months from date of option exercise.

2.2 Task 2: Twitter Expand and Prune

2.2.1 The Contractor shall develop automated methods for determining whether an account that has been linked to a confirmed pro-terrorist social media account should also be considered a pro-terrorist account on Twitter. This work shall include developing methods to evaluate, based on other network connections and on content, whether nodes are relevant.

2.2.2 The Contractor shall build a set of evaluation criteria e.g., using keyword set comparisons, as well as concepts brought in from other disciplines, including communication studies, criminology, and political science to determine node significance.

2.2.3 The Contractor shall deliver experimental results and artifacts, including methodologies and lists of identified accounts and related data (e.g., postings). During the base period of performance, the duration of this task is twelve (12) months.

2.2.4 The Government may request the Contractor to apply their techniques to other areas (e.g., human trafficking, transnational criminal organizations). The outputs of these experiments will be incorporated into the demonstrations, documentation, and artifact deliverables for this task.

2.2.5 Based on the results of the base period of performance, additional, more focused effort within the scope of this task may be required during exercised option periods. If such additional

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effort under the scope of this task is required, the exercise of subsequent option periods may include the exercise of the optional CLIN associated with this task in the respective option period.

2.2.6 Option Period 1: The Contractor shall continue to mature the work under “Twitter Expand and Prune” and test this capability in an operational environment at a DHS or HSE partner site identified by DHS.

- 2.2.6.1** The Contractor shall develop and execute a test plan that includes performance measures and metrics and tailor/refine capabilities to meet DHS or the host HSE partner’s needs. The Contractor shall conduct its operational testing onsite at the deployed location(s).
- 2.2.6.2** The Contractor shall develop and deliver training, including a user guide, for onsite staff to use and maintain the capability if it is selected for long-term mission use.
- 2.2.6.3** The Contractor shall deliver a report summarizing the experiment(s) and findings.
- 2.2.6.4** The anticipated duration of this task during Option Period 1 is twelve (12) months from date of option exercise.

2.3 Task 3: Influence Bot Detection

2.3.1 The Contractor shall develop automated tools to determine whether a particular social media account corresponds to a single human actor, or whether the account was programmatically generated to exert influence.

2.3.2 The Contractor shall produce a paper providing an overview of “influence bot detection” technologies that have been featured in recent academic publication, evaluating the suitability of each to deal with Very Large Corpus Tweet collections.

2.3.3 The Contractor shall conduct experiments to identify influence bots acting within recently-spread terrorist propaganda. As fresh “high volume” trends in this area are identified, special attention will be called to that traffic to determine whether bots are being used to extend the reach and reputation of the message, as well as attempting to determine the source and nature of the bot.

2.3.4 While the final tools are being developed, intermediary techniques for identifying “same message” posts and to evaluate statistically unlikely ratios of “Tweets:Friends:Followers:Likes” will be developed.

2.3.5 The Contractor shall deliver bot detection techniques on evaluating extremely large corpus collections of messages to identify bots within them, both based on content evaluation and on social connectivity evaluation. The Contractor shall develop tools, or techniques that can

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be used by analysts to determine whether a particular message represents the work of an actively engaged human actor, or is likely to have been generated programmatically.

2.3.6 Since this effort may develop tools to ultimately support Government efforts to identify, counter, or disrupt messages that are being spread via “computational propaganda,” the Government may, at its discretion, provide the Contractor with messages to test whether the Contractor’s developed tools and techniques can determine if the messages are human-generated or influence bot-generated. If such tests occur, the Contractor shall document the outcomes as part of its monthly reporting for the month in which the tests occur. Any messages provided by the Government are Government Furnished Resources and subject to the limitations of SOW Section 6.0.

2.3.7 The Government may specify the domain of interest (e.g., terrorism, human trafficking, etc.) for experiments. The outputs of these experiments will be incorporated into the demonstrations, documentation, and artifact deliverables for this task.

2.3.8 During the base period of performance, the duration of this task is twelve (12) months.

2.3.9 Based on the results of the base period of performance, additional, more focused effort within the scope of this task may be required during exercised option periods. If such additional effort under the scope of this task is required, the exercise of subsequent option periods may include the exercise of the optional CLIN associated with this task in the respective option period.

2.3.10 Option Period 1: The contractor shall continue to mature influence bot detection; conduct demonstrations showing performance and automation, and ready the capability for operational testing in a DHS or HSE partner site(s) identified by DHS.

2.3.10.1 The Contractor shall refine the capability based on Government feedback and provide progress reports.

2.3.10.2 The Contractor shall develop and execute a test plan that includes performance measures and metrics and tailor/refine capabilities to meet DHS or the host HSE partner’s needs. The Contractor shall conduct its operational testing onsite at the deployed location.

2.3.10.3 The Contractor shall develop and deliver training, including a user guide, for onsite staff to use and maintain the capability if it is selected for long-term mission use.

2.3.10.4 The Contractor shall deliver a report summarizing the experiment(s) and findings.

2.3.10.5 The anticipated duration of this task during Option Period I is twelve (12) months from date of option exercise.

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2.4 Task 4: Non-GPS Contextual Location

2.4.1 The Contractor shall develop and identify automated, non-GPS methods for determining contextual location. These methods may use sets of keywords, hashtags, proven location influencer accounts, and other relevant information to evaluate online content to determine likely geographical borders of social network communities. The Contractor shall apply these methods to different languages and across different regions in a repeatable process.

2.4.2 The Contractor shall develop an automated, repeatable process for building a “micro-localized” seed account set using computation methods. This process shall be based on both message content and social network analysis to identify other accounts that share the same micro-localization. The Contractor shall build a working prototype tool that can be successfully used in different regions and with different languages.

2.4.3 The Contractor shall develop a broader version of this technique that attempts to quickly classify the language and likely region of the account holder. The success of this model shall be based on its ability to accurately identify social networks that diverge from other groups in the same region that share the same language and its improvement over current methods.

2.4.4 The Government may indicate regions of particular interest to the Contractor to focus on in testing and refining the developed tool.

2.4.5 The Contractor shall develop a technique for using the additional data generated as a result of this task in the account labeling and reporting to DHS and inform Task 1’s “Risk Score,” adding geographical data as another attribute to inform risk scoring. The Contractor shall produce an academic paper based on the developed methods to share its successes with the field.

2.4.6 The Government may specify other domains of interest (e.g., terrorism, human trafficking, etc.) for experiments. The outputs of these experiments will be incorporated into the demonstrations, documentation, and artifact deliverables for this task.

2.4.7 During the base period of performance, the duration of this task is twelve (12) months.

2.4.8 Based on the results of the base period of performance, additional, more focused effort within the scope of this task may be required during exercised option periods. If such additional effort under the scope of this task is required, the exercise of subsequent option periods may include the exercise of the optional CLIN associated with this task in the respective option period.

2.4.9 Option Period 1: The Contractor shall continue to mature Non-GPS contextual location techniques; conduct demonstrations showing performance and automation, and ready the capability for operational testing in a DHS or HSE partner site(s) identified by DHS.

2.4.9.1 The Contractor shall refine the capability based on Government feedback and provide progress reports.

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- 2.4.9.2 The Contractor shall develop and execute a test plan that includes performance measures and metrics and tailor/refine capabilities to meet DHS or the host HSE partner's needs. The Contractor shall conduct its operational testing onsite at the deployed location.
- 2.4.9.3 The Contractor shall develop and deliver training, including a user guide, for onsite staff to use and maintain the capability if it is selected for long-term mission use.
- 2.4.9.4 The Contractor shall deliver a report summarizing the experiment(s) and findings.
- 2.4.9.5 The anticipated duration of this task during Option Period 1 is twelve (12) months from date of option exercise.

2.5 Task 5: Online Forums to Social Networks

2.5.1 The Contractor shall develop methods to document the connections between various online communities as well as identifying social media accounts that have ties to certain online forums and vice versa. The Contractor shall develop an automated process for gathering, querying, and evaluating online content to improve the identification and classification of relevant links between social media and online forums.

2.5.2 The Contractor shall build models to identify key influencers of pro-terrorist thought by comparing the messages that spread most effectively across online forums and from forums to social media. The Contractor shall develop tools to automate the process of identifying and classifying pro-terrorist accounts, using data captured across multiple sources.

2.5.3 The Government may specify domains of interest (e.g., terrorism, human trafficking, etc.) for experiments. The outputs of these experiments will be incorporated into the demonstrations, documentation, and artifact deliverables for this task.

2.5.4 During the base period of performance, the duration of this task is twelve (12) months.

2.5.5 Based on the results of the base period of performance, additional, more focused effort within the scope of this task may be required during exercised option periods. If such additional effort under the scope of this task is required, the exercise of subsequent option periods may include the exercise of the optional CLIN associated with this task in the respective option period.

2.5.6 Option Period 1: The Contractor shall continue to mature the work under "Online Forums to Social Networks," conduct demonstrations showing performance and automation, and ready the capability for operational testing in a DHS or HSE partner site(s) identified by DHS.

- 2.5.6.1 The Contractor shall refine the capability based on Government feedback and provide progress reports.

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- 2.5.6.2 The Contractor shall develop and execute a test plan that includes performance measures and metrics and tailor/refine capabilities to meet DHS or the host HSE partner's needs. The Contractor shall conduct its operational testing onsite at the deployed location.
- 2.5.6.3 The Contractor shall develop and deliver training, including a user guide, for onsite staff to use and maintain the capability if it is selected for long-term mission use.
- 2.5.6.4 The Contractor shall deliver a report summarizing the experiment(s) and findings.
- 2.5.6.5 The anticipated duration of this task during Option Period 1 is twelve (12) months from date of option exercise.

2.6 Task 6: Lesser Social Media Communities

2.6.1 The Contractor shall develop tools and methods to automate detection and gathering mechanisms for identifying the size, scope, and subject matter of online communities on other, lesser known, social media platforms, e.g., Telegram, Google+, VK, and possibly extending to other platforms such as Ask.fm and Zello. The Contractor shall build and maintain a catalog of these lesser known social media platforms, and provide monthly reporting on the relative status of each with regard to how often each platform is mentioned on other platforms being monitored, and potentially their perceived size, prominence, and the nature of observed terrorist communications.

2.6.2 The Contractor shall develop methodologies to identify, track, and collect on new, lesser known social platforms for evaluation, justified by a cost-benefit analysis. The Government may also request emerging platforms to be evaluated.

2.6.3 The Government may specify domains of interest (e.g., terrorism, human trafficking, etc.) for experiments. The outputs of these experiments will be incorporated into the demonstrations, documentation, and artifact deliverables for this task.

2.6.4 During the base period of performance, the duration of this task is twelve (12) months.

2.6.5 Based on the results of the base period of performance, additional, more focused effort within the scope of this task may be required during exercised option periods. If such additional effort under the scope of this task is required, the exercise of subsequent option periods may include the exercise of the optional CLIN associated with this task in the respective option period.

2.6.6 Option Period 1: The Contractor shall continue to mature the work under "Lesser Social Media Communities," conduct demonstrations showing performance and automation, and ready the capability for operational testing in a DHS or HSE partner site(s) identified by DHS.

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- 2.6.6.1 The Contractor shall refine the capability based on Government feedback and provide progress reports.
- 2.6.6.2 The Contractor shall develop and execute a test plan that includes performance measures and metrics and tailor/refine capabilities to meet DHS or the host HSE partner's needs. The Contractor shall conduct its operational testing onsite at the deployed location.
- 2.6.6.3 The Contractor shall develop and deliver training, including a user guide, for onsite staff to use and maintain the capability if it is selected for long-term mission use.
- 2.6.6.4 The Contractor shall deliver a report summarizing the experiment(s) and findings.
- 2.6.6.5 The anticipated duration of this task during Option Period 1 is twelve (12) months from date of option exercise.

2.7 Task 7: Creating and/or Evaluating Data Sets (Optional Task Up to 9,600 hrs)

2.7.1 The Contractor shall create data sets, including tagging specific content, to support open source and social media analytics efforts. The Government may also provide data sets for the Contractor to evaluate and/or further develop into data sets to enrich and inform DHS open source and social media efforts. The Government shall own all data purchased or created on its behalf.

2.7.2 This optional task may be exercised more than once up to the total estimated cost found in the CLIN associated with this task. The estimated total maximum duration of this task is 9,600 hours for the life of the project inclusive of the exercise of any option periods.

2.8 Task 8: Additional Subject Matter Experts to Support R&D (Optional Task, Up to 3,000 hours)

2.8.1 The Government recognizes that open source and social media analytics reflect some of the most difficult challenges across many fields, including information retrieval, text analytics, media (text and non-text) analytics, identity resolution, ontology management, geospatial, mathematics, machine learning, scalable architectures, and real time processing. Beyond the technical challenges, foreign and domain-specific language and knowledge of culture, regions, and subjects that only an experienced human can provide are invaluable. Also, protecting privacy and civil rights and civil liberties requires knowledge of laws, policies, and best practices to develop technologies that can flex to various situations in a scalable, real-time manner.

2.8.2 The Contractor may acquire subject matter expertise (SMEs) to enhance and inform its efforts under this project. Subject matter may include but are not limited to language/linguistics, data privacy, sociology, and real-time analytics.

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2.8.3 The Government must approve all SMEs and reserves the right to specify qualifications, certifications, or other proof of expertise. For example, foreign language experts may need certificates from an independent body that indicates a specific level of expertise.

2.8.4 The approval of the engagement of any SMEs not employed by the Contractor's organization is subject to the notification and/or approval requirements of the clause at Federal Acquisition Regulation (FAR) 52.244-2, "Subcontracts," and its Alternate I (if applicable). SMEs engaged via subcontracts or consultant agreements shall be considered as "Other Direct Costs" for billing and payment purposes provided such treatment is consistent with the Contractor's customary accounting practices.

2.8.5 This optional task may be exercised more than once up to the total estimated cost found in the CLIN associated with this task. The estimated total maximum duration of this task is 3,000 hours for the life of the project inclusive of the exercise of any option periods.

2.9 Task 9: Open Source and Social Media Workshops/Working Groups (Optional Task, Up to 6)

2.9.1 This optional task may be exercised more than once up to the total estimated cost found in the CLIN associated with this task. It may be necessary to conduct workshops or working groups on open source social media issues to inform the Contractor's work under this project. For example, the Government may request the Contractor to conduct a workshop on data privacy or countering violent extremism on the internet. The Contractor shall coordinate facilities and participants for a successful consortium. The Contractor shall coordinate with the COR to ensure the activity follows DHS and Federal Government policies for conferences/workshops/working groups.

2.9.2 As part of any workshops held within the scope of this task, the Contractor may interview and conduct workshops of recognized subject-matter experts, including non-federal experts, to gather their knowledge and experience regarding the current state of the art on technical and related issues. The workshops or other interaction with non-federal experts shall be for the purpose of collecting the views of the individual experts, not to arrive at a consensus of those experts. The Contractor shall produce an objective assessment on the technical merits of the data and/or experts' individual views espoused in these meetings; and include an evaluation of the strengths and weaknesses of the various discussion points provided by the individuals in its report on the event.

2.9.3 The Contractor may organize meetings/workshops related to this project with Federal Government officials; however, Federal Government personnel will approve the agenda and will chair any federal intra-agency/interagency meetings.

2.9.4 This optional task may be exercised more than once up to the total estimated cost found in the CLIN associated with this task.

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2.10 Task 10: Longer-term Onsite Support in the Washington D.C. area or Other U.S. location (Optional Task)

2.10.1 The Contractor may provide onsite support within the D.C. commuting area or other U.S. location requested by the Government. The Contractor shall provide expertise on leveraging open source and social media, including support to the Government's testing, evaluation, and experimentation of the Contractor's tools and methodologies. This support shall include the Contractor providing summaries of any issues encountered, any developed workarounds/solutions, and any revisions or changes made to the tools or methodologies as a result of the Government's testing/evaluation/experimentation. The onsite staff shall advise the Government on aspects of open source and social media.

2.10.2 This optional task may be exercised for a minimum of (8) consecutive week increments or the total estimated cost found in the CLIN associated with this task. Performance pursuant to the exercise of this optional task shall be confined to the then-current period of performance, i.e., performance of this task shall not cross periods of performance if option periods are exercised by the Government. The total maximum duration of this task shall not exceed the CLIN for the life of the project and is inclusive of the exercise of any option periods. The onsite support, like other tasks performed by the Contractor, may be supported by a combination of UAB undergraduates, graduates, post-doctorates, and faculty. The estimated total maximum duration of this task is 12,500 hours for the life of the project inclusive of the exercise of any option periods.

2.11 Task 11: Cross-Domain Scaling (Option Periods 1 and 2)

2.11.1 The work of this task may occur during the option periods as outlined below.

2.11.2 Option Period 1: The Contractor shall conduct an in-depth evaluation of scaling methodologies and algorithms to multiple domains of interest to DHS, e.g. human trafficking, disaster response, etc. The Government shall select the domain(s) and advise the Contractor as to scaling needs.

2.11.2.1 The Contractor shall evaluate literature and conduct research on the selected domain(s) to gain insights for technology development.

2.11.2.2 The Contractor shall prepare and deliver a briefing on a development approach and technology development plan, along with performance measures and metrics, to the Government for the selected domain(s).

2.11.2.3 Unless directed otherwise, the Contractor shall conduct tests and demonstrations and provide progress updates pursuant to its briefing and plan for the selected domain.

2.11.2.4 The anticipated duration of this task during Option Period 1 is twelve (12) months from date of option exercise.

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2.11.3 Option Period 2: Based on the results of this task in Option Period 1, the Contractor shall conduct operational testing on solutions within a DHS operational environment or mission office or HSE partner site and define and capture performance metrics.

- 2.11.3.1** The Contractor shall test the algorithms and methods developed in previous years within a DHS operational environment or mission office and define and capture performance metrics applicable to other domains. The Contractor shall create a report summarizing these experiments and findings. Operational testing for multiple tasks may happen concurrently when appropriate.
- 2.11.3.2** The Contractor shall refine the capability based on Government feedback and provide progress reports.
- 2.11.3.3** The Contractor shall develop and execute a test plan that includes performance measures and metrics and tailor/refine capabilities to meet DHS or HSE partner needs.
- 2.11.3.4** The Contractor shall evaluate commercialization options for tools that can continue to support DHS with a focus on performance (including scalability) and affordability.
- 2.11.3.5** The Contractor shall develop and deliver training, including a user guide, for onsite staff to use and maintain the capability if it is selected for long-term mission use.
- 2.11.3.6** The Contractor shall deliver a report summarizing the experiment(s) and findings. Operational testing will require the Contractor to have staff at a DHS or HSE site. The total duration of this task shall not exceed 12 months from the date of option exercise.

2.12 Task 12: Commercialization and Transition (Option Period 2)

2.12.1 It is anticipated that some capabilities developed during the project should be ready for commercialization and/or transition to DHS. The Contractor shall work with the Government to ensure that DHS and its partners have access to capabilities developed either through the commercial market place or direct transition for DHS or DHS partner use.

2.12.2 The Contractor shall develop and deliver a commercialization plan or plan to transition the capability for DHS use taking into account feedback from the Government. The execution of the plan is subject to DHS's approval. The Contractor may be required to coordinate with parties inside DHS/S&T through the COR to ensure the commercialization/transition plan is consistent with S&T's policies and procedures, and to ensure intellectual property issues are properly identified, accounted for, and resolved in a manner consistent with law, regulation, and policy.

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2.12.3 The Contractor shall work with the Government to ensure that the tools can be easily used, understood, and maintained by end users with little or no technical experience (e.g., unable to code).

2.12.4 The Contractor shall develop and deliver final User Guide(s) and operations and maintenance documentation, as needed, for the tools selected for commercialization/transition to DHS.

2.12.5 The Contractor shall develop a schedule to engage industry and/or DHS stakeholders.

2.12.6 The Contractor shall submit progress briefings/documents to DHS.

2.12.7 The Contractor shall deliver a final report on commercialization/transition.

3.0 CONTRACTOR PERSONNEL

3.1 Qualified Personnel

The Contractor shall provide qualified personnel to perform all requirements specified in this SOW.

3.2 Key Personnel

Before replacing any individual designated as *Key* by the Government, the Contractor shall notify the Contracting Officer no less than 15 business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the *Key* person being replaced, unless otherwise approved by the Contracting Officer. The Contractor shall not replace *Key* Contractor personnel without approval from the Contracting Officer. The following Contractor personnel are designated as *Key* for this requirement. Note: The Government may designate additional Contractor personnel as *Key* at the time of award.

Principal Investigator: (b)(6)

Co-Principal Investigator: (b)(6)

Project Management Point of Contact: (b)(6)

3.3 Project Management

The Contractor shall provide project management and oversight for all Contractor work performed under this SOW. The Contractor shall designate a single point of contact (POC) for the Contracting Officer and the COR for project management concerns; this individual may be one of the senior level employees provided by the Contractor for this work effort. The name of this POC, and the name(s) of any alternate(s) who shall act for the Contractor in their absence shall be provided to the Government. The POC is further designated as *Key* by the Government.

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During the POC's absence, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this project. The POC and all designated alternates shall be able to read, write, speak and understand English. Additionally, the replacement of the project management POC is subject to the stipulations of the section titled "Key Personnel."

3.3.1 The project management POC shall respond to a request for discussion or resolution of technical problems within twenty four (24) hours of notification by the Government.

3.4 Employee Identification

3.4.1 DHS may exercise full control over granting, denying, withholding, or terminating unescorted access to DHS facilities, DHS systems, and/or sensitive DHS information for government/contract employees. Access will be based upon the results of a DHS fitness/suitability investigation. DHS may, as appropriate, make favorable entry of duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the government/contract employee to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full DHS fitness/suitability authorization will follow. The granting of a favorable EOD decision or a full DHS fitness/suitability authorization determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract/task order. No employee of the government/contractor shall be allowed unescorted access to a DHS facility, access to any sensitive DHS information, or access to DHS Systems without a favorable EOD decision or DHS fitness/suitability determination by the DHS HQ Office of Security. Government/contract employees assigned to the contract/task order not needing access to sensitive DHS information, DHS systems, or access to DHS facilities will not be subject to DHS fitness/suitability screening. Government/contract employees waiting on an EOD decision may not begin work on the task order. Limited access to DHS facilities is allowable prior to the EOD decision if the government/contract employee is escorted by an approved DHS employee. This limited access is to allow government/contract employees to attend briefings, nonrecurring meetings, and begin transition work. During one's limited access the government/contract employee will not have access to sensitive or classified DHS information.

3.4.2 Classified information is government information which requires protection in accordance with Executive Order 13526, National Security Information (NSI) as amended and supplemental directives. If the government/contract employee has access to classified information at a DHS owned or leased facility, it shall comply with the security requirements of DHS and the facility. If the government/contract employee is required to have access to classified information at another Government Facility, it shall abide by the requirements set forth by the agency.

3.4.3 Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all Government

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escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

3.4.4 Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

3.5 Employee Conduct

The Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

3.6 Removing Employees for Misconduct or Security Reasons

The Government may, at its sole discretion (via the Contracting Officer or COR), direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

4.0 OTHER APPLICABLE CONDITIONS

4.1 SECURITY

4.1.1 Work performed under this SOW will require access to unclassified or sensitive but unclassified levels, also referred to as "For Official Use Only" information. DHS may request the Contractor to submit personnel for background checks to enable them to work at the sensitive but unclassified levels. Additional requirements for Contractor personnel may be found in Section 3.0 of this SOW.

4.1.2 Work performed under this SOW may require access to classified information up to the Secret level at a later date. At that time, the Contractor shall provide employees for this requirement that are eligible for a Secret Clearance. The details regarding Contractor access to classified information will be provided in a Department of Defense (DD) Form 254 that will be incorporated into this Contract via modification signed by the CO.

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4.2 PERIOD OF PERFORMANCE

The period of performance for this contract is a one-year base period with two one-year option periods as follows:

Contract Period	Start	End
(b)(4)		

4.3 PLACE OF PERFORMANCE

4.3.1 The primary place of performance will be the Contractor's facility. The secondary place of performance is at Department of Homeland Security (b)(6)

(b)(6) and/or DHS or HSE partner locations specified by the Government. It is anticipated that DHS or HSE partner facilities will be located in the United States.

4.4 HOURS OF OPERATION

When Contractor employees work on-site at a government facility/location they shall generally perform all work between the hours of 08:30 and 18:00 EST, Monday through Friday (except Federal holidays). However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this SOW.

4.5 TRAVEL

Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations and FAR 31.205-46. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

4.6 POST AWARD CONFERENCE

4.6.1 The Contractor shall participate in a Post Award Conference with the Contracting Officer and the COR no later than ten (10) business days after the date of award.

4.6.2 The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to (1) achieve a clear and mutual understanding of all contract requirements, and (2) identify and resolve potential problems. However, the Post Award Conference is not a substitute for the Contractor's full understanding of the work requirements, nor will the Post Award Conference be used to alter the final agreement arrived at in any negotiations leading to contract award.

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4.6.3 The Post Award Conference will be held at the Government's facility, located at (b)(6) or via teleconference.

4.7 SPEND PLAN

4.7.1 Within five (5) business days of contract award, the Contractor shall provide an anticipated spend plan for the life of the program broken out by month. The Contractor shall notify the Contracting Officer in writing via email pursuant to the clause at FAR 53.232-20, "Limitation of Cost," paragraph (b).

4.7.2 The Contractor shall provide updates to the spend plan as needed based on changes in funding level or option exercises.

4.8 PROJECT MANAGEMENT PLAN

4.8.1 The Contractor shall provide a draft Project Management Plan (PMP) within fifteen (15) business days of contract award for Government review and comment. The Contractor shall provide a final Project Plan to the COR not later than ten (10) business days after receiving the COR's comments on the draft PMP.

4.8.2 The Contractor shall update the PMP within 10 Days of exercise of any option period or optional task(s) to capture the entirety of the project.

4.9 PROJECT STATUS AND PROGRESS REPORT

On the 15th day of each month, the Contractor shall deliver a month iexcly program status report to the DHS S&T CO and COR containing metrics pertaining to financial, schedule, and scope information, risk information, and performance assessment information of all work performed hereunder. This document will describe the previous thirty (30) calendar days' activity, technical progress achieved against goals, difficulties encountered, recovery plans (if needed), plans for the next thirty (30) calendar day period, and financial status. The report must include a breakdown of labor hours by labor category, all direct costs by contract line item, details regarding any travel conducted, and any Contractor concerns or recommendations for the previous reporting period.

4.10 PROGRESS MEETINGS

The Contractor shall ensure that its staff are available to meet with the COR and CO upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall generally take place via teleconference, but the Government reserves the right to hold such meetings at its facility or at the Contractor's facility if deemed convenient.

4.11 GENERAL REPORT REQUIREMENTS

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The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Windows 8, 10, and Microsoft Office Applications).

4.12 INTELLECTUAL PROPERTY

4.12.1 The Government shall have full rights to all data created in the execution of this effort, including data obtained from open source and social media, to use within the HSE to support R&D or mission operations. This shall include obtaining data, results, publications, algorithms, and software that assist in the technical analysis of the Contractor's research capabilities.

4.12.2 The Contractor must ensure that the execution of this work does not violate its data use agreements with data owners and partners.

4.12.3 The Government recognizes that the Contractor has stated, through its completion of the provision at FAR 52.227-15, "Representation of Limited Rights Data and Restricted Computer Software," that none of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software.

4.12.4 For the purposes of paragraphs (b)(2)(i) and (d) of the clause at FAR 52.227-14, "Rights in Data – General," as included in this contract, the Contractor shall not use, release to others, reproduce, distribute, or publish any data first produced or specifically used in the performance of this contract for private purposes without the prior, written approval of the Contracting Officer.

4.13 PROTECTION OF INFORMATION

4.13.1 Contractor access to information protected under the Privacy Act is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

4.13.2 Contractor access to sensitive information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information. The Contractor shall ensure that all Contractor personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

4.14 SECTION 508 COMPLIANCE

4.14.1 Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also

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referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at <http://www.section508.gov>.

4.14.2 Accessibility Requirements (Section 508)

4.14.2.1 Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

4.14.2.2 All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

4.14.3 Section 508 Applicable EIT Accessibility Standards

4.14.3.1 36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

4.14.3.2 36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

4.14.3.3 36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

4.14.3.4 36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

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4.14.3.5 36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

4.14.4 Section 508 Applicable Exceptions

4.14.4.1 Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

4.14.5 Section 508 Compliance Requirements

4.14.5.1 36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

4.14.5.2 All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

4.15 Invoices.

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4.15.1 On the 15th day of each month, the Contractor will deliver a monthly invoice.

5.0 GOVERNMENT TERMS & DEFINITIONS

5.1 CO – Contracting Officer

5.2 COR – Contracting Officer's Representative

5.3 CS – Contract Specialist

5.4 DA-E – Data Analytics Engine

5.5 DHS – Department of Homeland Security

5.6 S&T – Science and Technology Directorate

5.7 SOW – Statement of Work

6.0 GOVERNMENT FURNISHED RESOURCES

6.1 The Government will provide the workspace, equipment and supplies the Government deems necessary to perform the on-site portion of Contractor services required in this project, unless specifically stated otherwise (e.g., security restrictions).

6.2 The Contractor shall use all Government furnished facilities, property, equipment and supplies only for the performance of work under this contract, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear.

6.3 The DHS S&T COR is the point of contact (POC) for identification of any required information to be supplied by the Government.

6.4 The Government will provide necessary information, data and documents to the Contractor for work required under this contract.

6.5 The Contractor shall use Government furnished information, data and documents only for the performance of work under this contract, and shall be responsible for returning all Government furnished information, data and documents to the Government at the end of the performance period. The Contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer.

6.6 The Contractor may be required to purchase items needed to perform this project. Before making any purchase equal to or exceeding \$5,000 that is required to support technical work performed pursuant to this SOW, the Contractor shall obtain the Contracting Officer's written consent. If the CO consents to such purchase, items purchased by the Contractor shall

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become the property of DHS. The CO will determine the final disposition of any such items in writing. The Contractor shall provide a list of purchased items as part of its regular status reports to include property management information (i.e., barcode numbers and serial numbers) if applicable.

7.0 CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in SOW 2.0 and SOW 6.0.

8.0 GOVERNMENT ACCEPTANCE PERIOD

8.1 The COR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

8.2 The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

8.3 The COR will have ten (15) business days to review deliverables and make comments. The Contractor shall have (10) business days to make corrections and redeliver.

8.4 All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Management Plan. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

9.0 DELIVERABLES

The Contractor shall consider items in **BOLD** as having mandatory due dates. Items in *italics* are deliverables or events that must be reviewed and/or approved by the COR prior to proceeding to next deliverable or event in this SOW.

Tasks	SOW Ref.	Deliverable/Event	DUE BY	Distribution
Project-wide	4.6	Post Award Conference	10 Business Days after Award	N/A
	N/A	DRAFT Program Management Plan	15 Days after Award	COR, CO

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Tasks	SOW Ref.	Deliverable/Event	DUE BY	Distribution
	N/A	Final PMP	10 Days after comments from COR	COR, CO
	N/A	Updated PMP	Within 10 Days of exercise of any option period or optional task(s)	COR, CO
	4.7	Spend Plan	Within five (5) business of contract award	COR, CO
	4.7	Updated Spend Plan	As needed based on funding and project budget	COR, CO
	4.9	Project and Progress Reports	15 th of each Month.	COR, CO
	2.01, 4.1.0	Tasks 1-6 Progress Briefing and/or Documentation (Technical); Format determined by the COR;	Monthly, or at interval determined by COR. Progress reporting should include subsequent updates based on exercise of option periods and optional tasks. May be combined with 4.9 at the discretion of the COR.	COR
	2.0.3	Final Report on Tasks 1-6	Project End Date, Subsequent updates based on exercise of option periods and optional tasks	COR
Task 1: Facebook Group Expander	2.1	Monitor terrorist propaganda to identify relevant Facebook accounts.	Ongoing throughout POP.	COR
	2.1	Deliver accounts and related data (e.g., postings) and statistics.	Accounts, Postings (weekly); Statistics (Monthly); or interval determined by DHS COR.	COR
	2.1	Develop and refine Risk score. Demonstration and/or documentation (format determined by DHS COR).	7 months after contract award.	COR
	2.1	Refine Analysts' tools Demonstration and/or documentation (format determined by DHS COR)	12 months after contract award.	COR
	2.1	Deliver data sets, algorithms, and related artifacts, including performance measures and metrics.	Within 5 days of request or date acceptable by DHS COR, when requested by DHS.	COR
	2.1.6.1	Test Plan and Schedule (Option Period 1)	Q1 Year 2	COR
	2.1.6.1	Update/Refine Tools (Option Period 1)	Q2 Year 2	COR
	2.1.6.3	Final Report (Option Period 1)	Q4 Year 2	COR
Task 2: Twitter Expand and Prune	2.2	Reporting of pro-Jihad Twitter accounts and related data and statistics.	Starting 3 months after contract award, ongoing throughout POP. Accounts, Postings	COR

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Tasks	SOW Ref.	Deliverable/Event	DUE BY	Distribution
			(weekly); Statistics (Monthly); or interval determined by DHS COR.	
	2.2	Review current link evaluation methods. Demonstration and/or documentation (format determined by DHS COR).	3 months after contract award.	COR
	2.2	Develop and evaluate new methods for assigning link weights. Demonstration and/or documentation (format determined by DHS COR).	5 months after contract award.	COR
	2.2	Apply methods for "pruning" and report performance.	Starting 5 months after contract award, continuing through the end of POP.	COR
	2.2	Deliver data sets, algorithms, and related artifacts, including performance measures and metrics.	Within 5 days of request or date acceptable to DHS COR, when requested by DHS.	COR
	2.2.6.1	Test Plan and Schedule (Option Period 1)	Q1 Year 2	COR
	2.2.6	Update/Refine Tools (Option Period 1)	Q2 Year 2	COR
	2.2.6.2	Deliver Training and User Guide (Option Period 1)	Q3 Year 2	COR
	2.2.6.3	Final Report (Option Period 1)	Q4 Year 2	COR
Task 3: Influence Bot	2.3	Review current state-of-the-art influence bot detection. Documentation (format determined by DHS COR)	3 months from POP start.	COR
	2.3	Develop tools for finding the same or similar messages from Twitter. Demonstrations and/or Documentation (format determined by DHS COR)	1 st Demonstration/Doc (7 months from contract award). 2 nd Demonstration/Doc Update (9 months from contract award).	COR
	2.3	Develop tools for characterizing non-standard behaviors of Twitter accounts. Demonstrations and/or Documentation (format determined by DHS COR).	1 st Demonstration (7 months from contract award) 2 nd Demonstration – Refine and document (9 months from contract award.)	COR
	2.3.10.2	Test Plan and Schedule (Option Period 1)	Q1 Year 2	COR

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Tasks	SOW Ref.	Deliverable/Event	DUE BY	Distribution
	2.3.10.1	Update/Refine Tools (Option Period 1)	Q2 Year 2	COR
	2.3.10.3	Deliver Training and User Guide (Option Period 1)	Q3 Year 2	COR
	2.3.10.4	Final Report (Option Period 1)	Q4 Year 2	COR
Task 4: Non-GPS Contextual Location	2.4	Develop and deliver regional keyword sets.	6, 9, and 11 months from POP start.	COR
	2.4	Build prototype topic modeling solutions. Demonstration.	5 months from award date.	COR
	2.4	SME evaluation.	Q3 Year 2	COR
	2.4	Refine models. Demonstration.	12 months from award date.	COR
	2.4	Production of academic paper. Paper shall comply with DHS policies, including protecting sensitive information.	Draft (11 months from award date).	COR
	2.4	Deliver data sets, algorithms, and related artifacts, including performance measures and metrics.	Within 5 working days of request or date acceptable to DHS COR, when requested by DHS.	COR
	2.4.9.2	Test Plan and Schedule (Option Period 1)	Q1 Year 2	COR
	2.4.9.1	Update/Refine Tools (Option Period 1)	Q2 Year 2	COR
	2.4.9.3	Deliver Training and User Guide (Option Period 1)	Q3 Year 2	COR
	2.4.9.4	Final Report (Option Period 1)	Q 4 Year 2	COR
Task 5: Online Forums to Social Networks	2.5	Forum Gathering Report (format determined by DHS COR)	Ongoing, monthly progress report.	COR
	2.5	Extraction of Links. Demonstration or documentation. (Format determined by DHS COR).	Quarterly.	COR
	2.5	Evaluation of Links. Demonstration or documentation. (Format determined by DHS COR).	Quarterly.	COR
	2.5	Deliver data sets, algorithms, and related artifacts, including performance measures and metrics.	Within 5 working days of request or date acceptable to DHS COR, when requested by DHS.	COR

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Tasks	SOW Ref.	Deliverable/Event	DUE BY	Distribution
Task 6: Lesser Social Media Communities	2.5.6.2	Test Plan and Schedule (Option Period 1)	Q1 Year 2	COR
	2.5.6.1	Update/Refine Tools (Option Period 1)	Q2 Year 2	COR
	2.5.6.3	Deliver Training and User Guide (Option Period 1)	Q3 Year 2	COR
	2.5.6.4	Final Report (Option Period 1)	Q4 Year 2	COR
	2.6	Forum, message, and channel monitoring.	Ongoing throughout POP.	COR
	2.6	Reporting on lesser social media communities. Demonstration and/or documentation (format determined by DHS COR).	Quarterly.	COR
	2.6	Determine and recommend feasibility of fetching against platform. Demonstration and/or documentation (format determined by DHS COR).	Quarterly.	COR
	2.6	Deliver data sets, algorithms, and related artifacts, including performance measures and metrics.	Within 5 days of request or date acceptable to DHS COR, when requested by DHS.	COR
	2.6.6.2	Test Plan and Schedule (Option Period 1)	Q1 Year 2	COR
	2.6.6.1	Update/Refine Tools (Option Period 1)	Q2 Year 2	COR
	2.6.6.3	Deliver Training and User Guide (Option Period 1)	Q3 Year 2	COR
Task 7: Creating and/or Evaluating Data Sets (Optional Task)	2.7	Tagged, characterized, and/or evaluated data sets.	Q3 Year 2	COR
	2.7	Progress Reports.	Monthly.	COR
	2.7	Final report, if applicable as determined by the COR.	Q4 Year 2	COR
Task 8: Additional SMEs to Support R&D (Optional Task)	2.8	Progress Reports.	Monthly.	COR
Task 9: Open Source and Social Media Workshops/Working Groups (Optional Task)	2.9	Agenda(s)	Draft within 45 calendar days of workshop. Final within 5 calendar days of workshop.	COR, CO
	2.9	Reports on observations/viewpoints and relevance to open source and social media research.	Within 7 working days of workshop.	COR
Task 10: Longer-term Onsite Support in the Washington	2.10	Progress Reports	At end of each rotation	COR

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Tasks	SOW Ref.	Deliverable/Event	DUE BY	Distribution
D.C. area or Other U.S. location (Optional Task)				
Task 11: Cross Domain Scaling (Option Periods 1 and 2)	2.11.2.1 and 2.11.2.2	Brief results of domain research (Option Period 1)	3 months after option exercise	COR
	2.11.2.2	Brief/Document approach and Tech Development Plan (Option Period 1)	3 months after option exercise	COR
	2.11.2.3	Test and Demonstration of Results (Option Period 1)	10 months after option exercise	COR
	2.11.3.1 and 2.11.3.3	Test Plan and Schedule (Option Period 2)	3 months after option exercise	COR
	2.11.3.2	Update/Refine Tools (Option Period 2)	4 months after option exercise	COR
	2.11.3.5	Deliver Training and User Guide (Option Period 2)	6 months after option exercise	COR
	2.11.3.6	Final Report (Option Period 2)	10 months after option exercise	COR
Task 12: Commercialization and Transition (Option Period 2)	2.12.2	Commercialization/Transition Plan	Q2 Year 3	COR
	2.12.3	Commercial Quality Tools	Q3 Year 3	COR
	2.12.4	Final User Guide(s)	Q3 Year 3	COR
	2.12.5	Schedule to Engage Industry and Stakeholders	Q4 Year 3	COR
	2.12.7	Final Commercialization/Transition Report	Q4 Year 3	COR

Days/months for deliverables are measured after contract award date unless otherwise indicated.

The Government's assessment of performance of key milestones and deliverables will be used to determine Go/No Go decisions for execution of Option Years.

Section D. Packaging and Marking

D.1. General Report Requirements

The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Microsoft Windows and Microsoft Office Applications).

(End of Section D)

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Section E. Inspection and Acceptance

E.1. 52.246-8 Inspection of Research and Development—Cost-Reimbursement (May 2001), Alternate I (Apr 1984)

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

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

“Work” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) *At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to correct or replace work not meeting contract requirements. Time devoted to the correction or replacement of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (g) of this clause, the allowability of the cost of any such replacement or correction shall be determined as specified*

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in the Allowable Cost and Payment clause. The Contractor shall not tender for acceptance corrected work without disclosing the former requirement for correction, and, when required, shall disclose the corrective action taken.

(g) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may—

(1) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost;

(2) Require delivery of any undelivered articles; or

(3) Terminate the contract for default. Failure to agree on the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

Section F. Deliveries or Performance

<RESERVED>

(End of Section F)

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Section G. Contract Administration Data

G.1. Invoicing Instructions

1.1. The Contractor must submit invoices to the following:

DHS S&T Invoicing (InvoiceSAT.Consolidation@ice.dhs.gov)

1.2. Invoices, if proper, may be paid in accordance with the clauses in this Contract regarding payment.

1.3. Per FAR Subpart 32.9, a proper invoice must include all of the items/elements below as a minimum. The Contractor is encouraged to provide further details as addenda to a submitted invoice, e.g., timecards, travel vouchers, etc.. An invoice is considered proper for the purposes of this Contract if it is prepared on the SF1034, "Public Voucher for Purchases and Services Other Than Personal," and its continuation sheet if applicable (SF1035) and includes the following elements:

- Name and address of the Contractor;
- Invoice date and invoice number (The Contractor should date invoices as close as possible to the date of mailing or transmission.);
- Contract number (i.e. PIID);
- Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
- The total cost billed for the current billing period;
- A breakdown by cost element for the current billing period and the contract to date;
- The cumulative cost billed for the contract to date;
- Shipping/payment terms as applicable (e.g., shipment number and date of shipment, discount for prompt payment terms);
- Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice;

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- Taxpayer Identification Number (TIN) as required by Homeland Security Acquisition Manual (HSAM) chapter 3004.203 (See FAR Subpart 4.9, TIN requirements); and,
- Electronic funds transfer (EFT) banking information.

1.4. Supporting documentation for applicable travel and other cost reimbursable other direct costs (ODCs) being billed during the billing period shall be maintained at the Contractor's facility for review upon request by the Contractor's cognizant audit agency or the DHS CO and/or Contracting Officer's Representative (COR).

1.5. If the invoice does not comply with the requirements listed above, the billing office must return it within seven (7) days after receipt, with the reasons why it is not a proper invoice. If such notice is not timely, then the designated billing office must adjust the due date for the purpose of determining an interest penalty, if any.

(End of Section G)

Section H. Special Contract Requirements

H.1. Meetings

1.1. The Contractor may interview and conduct meetings with individuals with expertise related to this Contract to (1) gather the individuals' knowledge and experience regarding the technical issues relating to this Contract, and (2) foster a long-term collaboration between the individual and the Contractor on the issues relating to the individuals' areas of expertise. The meetings or other interactions shall be for the purpose of collecting the views of the individuals, not to result in a consensus.

1.2. The Contractor may organize meetings related to the Contract with Federal officials. However, Federal government personnel shall approve the agenda and shall chair any Federal intra-agency/inter-agency meetings.

1.3. In all interactions, the Contractor shall ensure that its staff do not represent that they speak on behalf of, or represent, DHS.

H.2. Contract Modifications

The Government reserves the right to update and/or modify this contract as work efforts progress as a result of new information, advances in technology, to leverage any cost savings, or if modification is determined to be in the best interests of the Government.

- (a) The Government reserves the right to make changes and modifications within the general scope of this Contract as work efforts progress as a result of any or all of the following:

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- (1) To exercise CLINs identified as optional up to their maximum total estimated cost specified in this Contract;
 - (2) New information necessitates a change to this Contract;
 - (3) To leverage cost savings;
 - (4) To recognize changes in technologies and methods; or,
 - (5) If modification is determined to be in the best interests of the Government
- (b) Modifications made subject to this clause shall:
- (1) Generally be made on a bi-lateral (two signature) basis;
 - (2) Involve changes to the technical work only and not include changes to the period of performance; and,
 - (3) Cite this clause as their authority provided the changes made are covered by this clause.
- (c) This clause does not affect the Government's right to issue unilateral change orders consistent with the "Changes" clause of this Contract in Section I.

H.3. Contracting Officer's Representative

3.1. The COR that will be responsible for the day-to-day coordination of this Contract. The COR for this Contract is designated in accordance with the clause at Homeland Security Acquisition Regulation (HSAR) 3052.242-72, "Contracting Officer's Technical Representative," included in this Contract.

3.2. The COR for this Contract is:

(b)(6)
E-Mail: (b)(6)
Telephone: (b)(6)

3.3. The COR will represent the Contracting Officer in the administration of technical details within the scope of this Contract. The COR is also responsible for final inspection and acceptance of all deliverables and reports, and such other responsibilities as may be specified in this Contract and the COR's Appointment Letter. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government that affect price, quality, quantity, delivery, or other terms and conditions of this Contract. If, as a result of technical discussions, it is desirable to modify Contract obligations or specifications, changes will be issued in writing and signed by the Contracting Officer.

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3.4. If one is designated, the Alternate Contracting Officer's Representative (ACOR) will be responsible for the day-to-day coordination of this Contract when the COR is unavailable.

3.5. The ACOR for this Contract is:

(TBD)

E-Mail: (TBD)

Telephone: (TBD)

3.6. References in this Contract to the COR shall be construed to mean the ACOR in the event the COR is unavailable.

H.4. Contracting Officer and Contract Specialist

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

4.2. The Contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the CO, or is pursuant to specific authority otherwise included as a part of this Contract. No order, statement, or conduct of government personnel, other than the CO, who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this Contract shall constitute a change under the Changes clause included in this Contract.

4.3. The Contracting Officer for this Contract is:

(b)(6)

E-Mail: (b)(6)

Telephone: (b)(6)

4.4. The Contract Specialist for this Contract is:

(b)(6)

E-Mail: (b)(6)

Telephone: (b)(6)

H.5. Accounting System

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5.1. The Contractor does agree to provide prompt, written notice to the Government in the event a change to its approved accounting system and planned method for allocating indirect costs. The notice must set out the current state, what changes are proposed, and the effective date of the proposed change. The Government reserves the right to request the Contractor's cognizant Government audit entity or another party to review proposed changes to the Contractor's accounting system and take appropriate action should a proposed change render that system unacceptable.

5.2. Notwithstanding the above, the Government will review the Contractor's direct and indirect expenses for purposes of conducting provisional billing rate audits, forward pricing rate audits, or proposal audits.

H.6. Notifications Regarding Funding

6.1. When providing the notifications at FAR 52.232-20(b) and 52.232-22, the Contractor must courtesy copy the Contracting Officer's Representative.

6.2. The amount presently available for payment by the Government and allotted to this Contract, as discussed at FAR 52.232-22(b), is also referred to as the obligated amount.

H.7. Contractor's Assertion of Data Rights

Deliverable	Technical Data or Computer to be Furnished With Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions
N/A				

H.8. Post Award Evaluation of Contractor Performance

8.1. Contractor Performance Evaluations

8.1.1. Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

8.1.2. Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after

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completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

8.1.3. The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

8.1.4. The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review, the evaluation is considered complete and the decision is final.

8.1.5. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

8.2. Designated Contractor Representative

The contractor must identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

8.3. Electronic Access to Contractor Performance Evaluations

8.3.1. The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

8.3.2. The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

8.3.3. The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

(End of clause)

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H.9. Contract Closeout

9.1. Physical Completion

9.1.1. Per Federal Acquisition Regulation subpart 4.804-4(a), this Contract is considered to be physically completed when:

- (1) The Contractor has completed the required deliveries and the Government has inspected and accepted the supplies/deliverables;
- (2) The Contractor has performed all services and the Government has accepted these services; and,
- (3) All option provisions, if any, have expired; or,
- (4) The Government has given the Contractor a notice of complete contract termination in accordance with this Contract's termination clause.

9.2. Timing of Contract Closeout

9.2.1. If this Contract requires settlement of indirect cost rates, it will be closed within thirty-six (36) months of the month in which the contracting officer receives evidence of physical completion as defined above.

9.2.2. If this Contract does not require settlement of indirect cost rates, it will be closed within twenty (20) months of the month in which the contracting officer receives evidence of physical completion as defined above.

9.2.3. If this Contract is in litigation, or if all termination actions have not been completed if this Contract has been terminated, it shall not be closed.

9.3. Closeout Procedures

9.3.1. The Government will follow the procedures at FAR 4.804-4 when closing out this Contract. Closeout proceedings will be initiated by the Government. The Government will take the following actions in closing out this Contract after receiving evidence of its physical completion:

- (1) The contracting office initiating closeout proceedings will review the Contract funds status and determine if any excess funds are available for deobligation.
- (2) The disposition of classified material must be determined, and any necessary actions on the part of the Contractor and/or the Government in relation to the classified materials must be completed.

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- (3) If a final patent report is required for this Contract, the closeout contracting officer may proceed with contract closeout in accordance with the following procedures, or as otherwise prescribed by agency procedures:
 - a. Final patent reports should be cleared within 60 days of receipt from the Contractor.
 - b. If the final patent report is not received, the contracting officer shall notify the Contractor of their obligations and the Government's rights under the applicable patent rights clause contained in the Contract, in accordance with FAR 27.303. If the Contractor fails to respond to this notification, the contracting officer may proceed with contract closeout upon consultation with the agency legal counsel responsible for patent matters regarding the Contractor's failure to respond.
- (4) Any final royalty report for the Contract must be cleared.
- (5) There must be no outstanding value engineering change proposal(s).
- (6) The Contractor must submit a plant clearance report, if required.
- (7) Property clearance must be received, and the disposition of any property purchased by the Contractor under the Contract must be finalized.
- (8) All interim or disallowed costs must be settled.
- (9) Any price revision must be completed.
- (10) All subcontracts must be settled by the prime Contractor.
- (11) Prior year indirect cost rates must be settled.
- (12) If applicable, the termination docket must be completed.
- (13) If applicable, a Contract audit must be completed.
- (14) The Contractor's closing statement must be completed and submitted to the Government.
- (15) The Contractor's final invoice must be submitted and paid in accordance with the payment clause of this Contract; and
- (16) A final Contract funds review must be completed, and any excess funds must be deobligated.

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9.3.2. When the actions in paragraph 9.3.1 of this section have been verified, the contracting officer administering the contract must ensure that a contract completion statement, containing the following information, is prepared:

- (1) Contract administration office name and address (if different from the contracting office).
- (2) Contracting office name and address.
- (3) Contract number.
- (4) Last modification number.
- (5) Last call or order number.
- (6) Contractor name and address.
- (7) Dollar amount of excess funds, if any.
- (8) Voucher number and date, if final payment has been made.
- (9) Invoice number and date, if the final approved invoice has been forwarded to a disbursing office of another agency or activity and the status of the payment is unknown.
- (10) A statement that all required contract administration actions have been fully and satisfactorily accomplished.
- (11) Name and signature of the contracting officer.
- (12) Date.

9.3.3. When the statement is completed, the contracting officer must ensure that:

- (1) The signed original is placed in the contracting office contract file (or forwarded to the contracting office for placement in the files if the contract administration office is different from the contracting office); and
- (2) A signed copy is placed in the appropriate contract administration file if administration is performed by a contract administration office.

(End of clause)

(End of Section H)

PART II – Contract Clauses

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Section I. Contract Clauses

I.1. FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

- **Federal Acquisition Regulation (FAR, 52.###-##):**
<https://www.acquisition.gov/far/index.html>
- **Homeland Security Acquisition Regulation (HSAR, 3052.###-##):**
http://www.dhs.gov/sites/default/files/publications/CPO_HSAR.pdf

(End of clause)

I.2. Clauses Incorporated by Reference

Contract Clauses Incorporated by Reference	
Clause No.	Title and Date
52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)
52.204-13	System for Award Management Maintenance (Oct 2016)
52.204-14	Service Contract Reporting Requirements (Oct 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.308-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

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- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- 52.215-2 Audit and Records—Negotiation (Oct 2010), *Alternate II (Aug 2016)*
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Aug 2011)
- 52.215-12 Subcontractor Certified Cost or Pricing Data (Oct 2010)
- 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (Oct 2010)
- 52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (July 2005)
- 52.215-19 Notification of Ownership Changes (Oct 1997)
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010)
- 52.215-23 Limitations on Pass-Through Charges (Oct 2009)
- 52.216-7 Allowable Cost and Payment (Jun 2013)
- 52.219-8 Utilization of Small Business Concerns (Nov 2016)
- 52.219-9 Small Business Subcontracting Plan (Jan 2017), *Alternate II (Nov 2016)*
- 52.219-16 Liquidated Damages—Subcontracting Plan (Jan 1999)
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)
- 52.222-25 Affirmative Action Compliance (Apr 1984)
- 52.222-26 Equal Opportunity (Sept 2016)
- 52.222-35 Equal Opportunity for Veterans (Oct 2015)
- 52.222-37 Employment Reports on Veterans (Feb 2016)
- 52.222-50 Combating Trafficking in Persons (Mar 2015)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (June 2008)
- 52.227-16 Additional Data Requirements (June 1987)
- 52.230-2 Cost Accounting Standards (Oct 2015)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Oct 2015)
- 52.230-5 Cost Accounting Standards—Educational Institution (Aug 2016)
- 52.230-6 Administration of Cost Accounting Standards (June 2010)
- 52.232-9 Limitation on Withholding of Payments (Apr 1984)
- 52.232-17 Interest (May 2014)
- 52.232-23 Assignment of Claims (May 2014)

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- 52.232-25 Prompt Payment (Jan 2017), Alternate I (Feb 2002)
- 52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Jul 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.233-1 Disputes (May 2014)
- 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 2014)
- 52.242-4 Certification of Final Indirect Costs (Jan 1997)
- 52.242-5 Payments to Small Business Subcontractors (Jan 2017)
- 52.242-13 Bankruptcy (July 1995)
- 52.242-15 Stop-Work Order (Aug 1989), Alternate I (Apr 1984)
Subcontracts (Oct 2010)
Fill-in(s):
 - (d)... (i) Subcontracts placed with individual persons; and,
(ii) Subcontracts placed with organizations with DHS prime contracts that are ongoing, or completed within two (2) years of the subcontract.
 - (j)... (N/A)
- 52.244-5 Competition in Subcontracting (Dec 1996)
- 52.244-6 Subcontracts for Commercial Items (Nov 2017)
- 52.245-1 Government Property (Jan 2017)
- 52.245-9 Use and Charges (Apr 2012)
- 52.249-6 Termination (Cost-Reimbursement) (May 2004)
- 52.249-14 Excusable Delays (Apr 1984)
- 3052.203-70 Instructions for Contractor Disclosure of Violations (Sep 2012)
- 3052.242-72 Contracting Officer's Technical Representative (Dec 2003)
- 3052.219-70 Small Business Subcontracting Plan Reporting (Jun 2006)

I.3. FAR 52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

I.4. 52.204-2 Security Requirements (Aug 1996), Alternate I (Apr 1984)

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(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) If a change in security requirements, as provided in paragraphs (b) and (c), results (1) in a change in the security classification of this contract or any of its elements from an unclassified status or a lower classification to a higher classification, or (2) in more restrictive area controls than previously required, the Contractor shall exert every reasonable effort compatible with the Contractor's established policies to continue the performance of work under the contract in compliance with the change in security classification or requirements. If, despite reasonable efforts, the Contractor determines that the continuation of work under this contract is not practicable because of the change in security classification or requirements, the Contractor shall notify the Contracting Officer in writing. Until resolution of the problem is made by the Contracting Officer, the Contractor shall continue safeguarding all classified material as required by this contract.

(f) After receiving the written notification, the Contracting Officer shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Contractor can continue performance of the work under this contract.

(g) If, 15 days after receipt by the Contracting Officer of the notification of the Contractor's stated inability to proceed, (1) the application to this contract of the change in security classification or requirements has not been withdrawn, or (2) a mutually satisfactory method for continuing performance of work under this contract has not been agreed upon, the Contractor may request the Contracting Officer to terminate the contract in whole or in part. The Contracting Officer shall terminate the contract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

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(End of clause)

I.5.52.215-8 Order of Precedence—Uniform Contract Format (Oct 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

I.6.52.216-11 Cost Contract—No Fee (Apr 1984), Alternate I (Apr 1984)

- (a) The Government shall not pay the Contractor a fee for performing this contract.

(End of clause)

I.7.52.216-15 Predetermined Indirect Cost Rates (Apr 1998)

(a) Notwithstanding the Allowable Cost and Payment clause of this contract, the allowable indirect costs under this contract shall be obtained by applying predetermined indirect cost rates to bases agreed upon by the parties, as specified below.

(b)(1) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(2) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with FAR Subpart 31.3 in effect on the date of this contract.

(d) Predetermined rate agreements in effect on the date of this contract shall be incorporated into the contract Schedule. The Contracting Officer (or cognizant Federal agency official) and

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Contractor shall negotiate rates for subsequent periods and execute a written indirect cost rate agreement setting forth the results. The agreement shall specify (1) the agreed-upon predetermined indirect cost rates, (2) the bases to which the rates apply, (3) the period for which the rates apply, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The indirect cost rate agreement shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The agreement is incorporated into this contract upon execution.

(e) Pending establishment of predetermined indirect cost rates for any fiscal year (or other period agreed to by the parties), the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year (or other period) or at billing rates acceptable to the Contracting Officer (or cognizant Federal agency official), subject to appropriate adjustment when the final rates for that period are established.

(f) Any failure by the parties to agree on any predetermined indirect cost rates under this clause shall not be considered a dispute within the meaning of the Disputes clause. If for any fiscal year (or other period specified in the Schedule) the parties fail to agree to predetermined indirect cost rates, the allowable indirect costs shall be obtained by applying final indirect cost rates established in accordance with the Allowable Cost and Payment clause.

(g) Allowable indirect costs for the period from the beginning of performance until the end of the Contractor's fiscal year (or other period specified in the Schedule) shall be obtained using the predetermined indirect cost rates and the bases shown in the Schedule.

(End of clause)

I.8.52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within *seven (7) business days of the end of the period of performance*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *seven (7) business 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 *three (3) years*.

(End of clause)

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I.9.52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.10. 52.227-11 Patent Rights—Ownership by the Contractor (May 2014), Alternate I (Jun 1989), Alternate II (Dec 2007)

(a) As used in this clause—

“Invention” means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*)

“Made” means—

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

“Nonprofit organization” means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

“Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and

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that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention" means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights.

(1) *Ownership.* The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License.

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations.

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e.*, sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for

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election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) *Government's rights—*

(1) *Ownership.* The Contractor shall assign to the agency, on written request, title to any subject invention—

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals and international organizations pursuant to the following treaties or international agreements:

<None identified as of time of initial award>

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The agency reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into by the Government before or after the effective date of the contract and effectuate those license or other rights that are necessary for the Government to meet its obligations to foreign governments, their nationals, and international organizations under the treaties or international agreements with respect to subject inventions made after the date of the amendment.

(e) Contractor action to protect the Government's interest.

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to—

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or

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its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall—

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, *provided*, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring

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the invention to practical application as any plans or proposals from applicants that are not small business concerns; *provided*, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications*. The Contractor does agree to discuss in good faith matters related to this clause and to provide updates to the Contracting Officer on any filed patent application on a monthly basis until the applied-for patent is granted.

(k) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; *provided*, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I.11. 52.227-14 Rights in Data—General (May 2014)

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

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

“Computer software”—

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(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

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

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

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

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

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

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

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

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“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

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

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

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

(c) Copyright—

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(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

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

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

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

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

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(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

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

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

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

(f) Omitted or incorrect markings.

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

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

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

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

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

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

(End of clause)

I.12. 52.232-20 Limitation of Cost (Apr 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that—

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

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(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in paragraph (d)(2) of this clause, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

I.13. 52.232-22 Limitation of Funds (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

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(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and

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specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

I.14. 52.251-1 Government Supply Sources (Apr 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under

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such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization

(End of clause)

I.15. 52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

(End of clause)

I.16. 3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within ninety (90) calendar days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the

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secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

I.17. 3052.204-71 Contractor Employee Access (Sep 2012), *Alternate I (Sep 2012)*

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially

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communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

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

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

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

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

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(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

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

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

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to the extent allowed by law to be responsible for any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

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

(End of clause)

I.18. 3052.205-70 Advertisements, Publicizing Awards, and Releases (Sep 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred

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by the Federal Government or is considered by the Government to be superior to other products or services.

(End of clause)

I.19. 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

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(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 an acquisition described in section 835(b)(1) 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;

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- (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]:

 X it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

 it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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 clause)

I.20. 3052.215-70 Key Personnel or Facilities (Dec 2003)

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

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

The Key Personnel or Facilities under this Contract:

(See Section C)

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(End of clause)

I.21. 3052.235-70 Dissemination of Information - Educational Institutions (Jun 2006)

(a) The Department of Homeland Security (DHS) desires widespread dissemination of the results of funded non-sensitive research. The Contractor, therefore, may publish (subject to the provisions of the "Data Rights" and "Patent Rights" clauses of the contract) research results in professional journals, books, trade publications, or other appropriate media (a thesis or collection of theses should not be used to distribute results because dissemination will not be sufficiently widespread). All costs of publication pursuant to this clause shall be borne by the Contractor and shall not be charged to the Government under this or any other Federal contract.

(b) Any copy of material published under this clause shall contain acknowledgment of DHS's sponsorship of the research effort and a disclaimer stating that the published material represents the position of the author(s) and not necessarily that of DHS. Articles for publication or papers to be presented to professional societies do not require the authorization of the Contracting Officer prior to release. However, a printed or electronic copy of each article shall be transmitted to the Contracting Officer at least two weeks prior to release or publication.

(c) Publication under the terms of this clause does not release the Contractor from the obligation of preparing and submitting to the Contracting Officer a final report containing the findings and results of research, as set forth in the schedule of the contract.

(End of clause)

(End of Section I)

PART III – List of Documents, Exhibits, and Other Attachment

Section J. List of Attachments

J.1.DHS Form 11000-6, "Non-Disclosure Agreement"

J.2.Standard Form 298, "Report Documentation Page"

J.3.Small Business Subcontracting Plan

(End of Section J)