

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 13
2. CONTRACT (Proc. Inst. Ident.) No. HSHQDC-09-C-00004		3. EFFECTIVE DATE SEE BLOCK 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RDTR-06-00183	
5. ISSUED BY CODE DHS/OP/ONDO		6. ADMINISTERED BY (If other than CODE from 5) DHS/OP/ONDO		
U.S. DEPARTMENT OF HOMELAND SECURITY OFFICE OF PROCUREMENT OPERATIONS DOMESTIC NUCLEAR DETECTION OFFICE ACQUISITION DIVISION ATTN: MARGARET L. GRAVES 248 MURRAY LANE, SW, BUILDING 410 WASHINGTON, DC 20528		U.S. DEPARTMENT OF HOMELAND SECURITY OFFICE OF PROCUREMENT OPERATIONS DOMESTIC NUCLEAR DETECTION OFFICE ACQUISITION DIVISION ATTN: MARGARET L. GRAVES 248 MURRAY LANE, SW, BUILDING 410 WASHINGTON, DC 20528		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code.)		9. DELIVERY SEE SECTION F OF SCHEDULE <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
THE JOHN HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY 11100 JOHN HOPKINS ROAD LAUREL, MD 20723-6099		9. DISCOUNT FOR PROMPT PAYMENT N.A.	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN SECTION G OF SCHEDULE		ITEM SEE SECTION G OF SCHEDULE	

CODE 040849481	FACILITY CODE	12. PAYMENT WILL BE MADE BY CODE DHS/DNDO
11. SKIP TO/MARK FOR CODE SEE SECTION F OF SCHEDULE	DHS/DNDO	DNDO INVOICES USCG FINANCE CENTER fin-emb-dndoinvoices@uscg.mil PO BOX 414 CHESAPEAKE, VA 23327

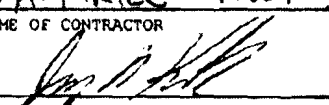
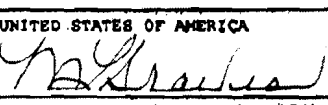
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(3)	14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION B OF SCHEDULE
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SECTION B OF SCHEDULE					
15G. TOTAL AMOUNT OF CONTRACT					\$1,100,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number: _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) J. A. KRILL ASST. DIR. OF Oper	20A. NAME OF CONTRACTING OFFICER MARGARET L. GRAVES
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
19C. DATE SIGNED 10/15/08	20C. DATE SIGNED 15 OCT 08

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASIC				
ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED-FEE	TOTAL ESTIMATED COST & FIXED FEE
0001	The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C.	(b) (4)		\$4,795,157
0002	Reports and data in accordance with Section F and Attachment Number 1.			NSP
TOTAL ESTIMATED CONTRACT CONSIDERATION		(b) (4)		\$4,795,157

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. The Contractor shall conduct the research effort in accordance with Attachment Number 1, entitled "Statement of Work for Nuclear Threat Detection Technology Evaluation and Analysis Support" dated September 16, 2008 – 9 Pages.

SECTION D - PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery under this contract will be accomplished by the DHS DNDO Technical Representative designated in Section F of this contract, who shall have at least thirty (30) calendar days after contractual delivery for acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

1. The research effort (Item No. 0001) performed under this contract shall be conducted during the period effective from the date of contract award through 12-months thereafter.

2. Distribution, consignment and marking instructions for ALL contract line items shall be in accordance with Attachment Number 1. The address for the cognizant DHS DNDO Technical Representative is as follows:

U.S. Department of Homeland Security
 Domestic Nuclear Detection Office
 ATTN: (b) (6)

Email: (b) (6)

Ref: Contract No. HSHQDC-09-C-00004

SECTION G - CONTRACT ADMINISTRATION DATA

ACCOUNTING AND APPROPRIATION DATA:

7.RD08XA000D.2008.RS0860.203100.ASPC.MM43.200000.20.00000000000000.3175

PAYMENT AND INVOICE INSTRUCTIONS

2.1 Submission of Invoices Directly to Payment Office

Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks.

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

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

DNDO INVOICES
USCG FINANCE CENTER
fin-smb-dndoinvoices@uscg.mil
PO BOX 414
CHESAPEAKE, VA 23327

(b) Each invoice shall include the following:

1. Contract Number
2. Contractor Name
3. Date of Invoice
4. Invoice/Voucher Number
5. Incurred/Allowable Costs (specify cost category; e.g., labor, material, subcontracts, travel, other direct costs, etc.)
6. Incurred/Allowable Indirect Costs (specify indirect cost; e.g., fringe benefits, labor overhead, G&A, etc.)
7. Total Incurred/Allowable Costs
8. Fixed-Fee

NOTES:

- (1) A copy of all invoice submissions must be provided to the Contracting Officer and the DHS DNDO Technical Representative.

- (2) Backup documentation shall be available for audit/review by the Defense Contract Audit Agency; as requested.
- (3) No paper submission is required when digital submission is employed.
- (4) The contractor can obtain status of each invoice by calling or emailing to:

USCG FINCEN Customer Service
 Telephone: (800) 564-5507 or (757) 523-6940
 Email: http://www.fincen.uscg.mil/vendor_info.htm

2.2 Payment of Allowable Costs and Fixed-Fee

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, shall bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, and in order to protect the Government's interest, the Government will withhold 10% of the fixed fee amount as set forth in Section B or until a reserve is set aside in the amount of \$(b) (4) whichever is less. The Administrative Contracting Officer shall release 75% of the fixed fee reserve upon acceptance of the final deliverables identified in Section F of this contract. The remainder 25% of the fixed fee reserve will be released after completion of any final audits, submission of the final patent and royalty reports and if the contractor is not delinquent in submitting final vouchers for prior years' settlements.

2.3 Allotment of Funds

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$4,795,157; including an estimated cost of (b) (4) (and a fixed fee of (b) (4)

(b) The total amount presently available for payment and allotted to this contract is (b) (4) including an estimated cost of (b) (4) (and a fixed fee of (b) (4) It is estimated that the amount allotted of (b) (4) will cover the period from effective date of contract award through 2.75-months thereafter."

3. PROCURING OFFICE REPRESENTATIVES

(a) In order to expedite administration of this contract, the Contractor should direct inquiries to the appropriate office listed below.

Contracting Officer – Margaret L. Graves, (202) 254-7572
 E-Mail Address: margo.graves@dhs.gov
 Contract Number: HSHQDC-09-C-00004
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Inspection and Acceptance – (b) (6), (b) (6) (DHS DNDO Technical Representative)
E-Mail Address: (b) (6)

4. TYPE OF CONTRACT

This is a Cost-Plus-Fixed-Fee (Completion) contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. INVENTION DISCLOSURES AND REPORTS

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Contracting Officer.

2. TECHNICAL DIRECTION

(a) Performance of the work hereunder is subject to the technical direction of the DHS DNDO Technical Representative designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

(1) Assign additional work under the contract;

(2) Direct a change as defined in the contract clause entitled "Changes";

(3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

(4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

KEY PERSONNEL

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted

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with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 60 days in advance 120 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel):

(b) (4)

4. CONTRACTOR-ACQUIRED PROPERTY

(a) The Contractor is authorized to acquire the following Special Test Equipment (STE) needed to accomplish this contract:

STE to be Acquired	Estimated Cost
Replay Server System Vendor: Dell	(b) (4)
Storage Server System Vendor: DLT Solutions	(b) (4)
Total Estimated Cost	(b) (4)

(b) The Contracting Officer's consent, if required by paragraph (c) of the contract clause entitled "Subcontracts," is hereby given for the acquisition of the above items. (

(c) Pursuant to the contract clause entitled "Government Property," title to the property shall vest in the Government.

SECTION I - CONTRACT CLAUSES

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 FAR clause may be accessed electronically at: <http://www.arnet.gov/FAR/>:

FAR 52.202-1	Definitions (JUL 2004)
FAR 52.203-3	Gratuities (APR 1984)
FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
FAR 52.204-2	Security Requirements (AUG 1996)
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-7	Central Contractor Registration (JUL 2006)
FAR 52.204-8	Annual Representations and Certifications (JAN 2006)
FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
FAR 52.215-2	Audit and Records - Negotiation (JUN 1999) (Alternate II is only applicable with cost reimbursement contracts with State and local Governments, educational institutions, and other non-profit organizations.)
FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (OCT 1997) (The clause is applicable to subcontracts over \$550,000.)
FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable to subcontracts over \$550,000 only)
FAR 52.215-14	Integrity of Unit Prices (OCT 1997) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)
FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)
FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
FAR 52.216-7	Allowable Cost and Payment (DEC 2002)
FAR 52.216-8	Fixed Fee (MAR 1997)
FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business Concerns (OCT 2004)
FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)

FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank space indicated by an asterisk)
FAR 52.222-3	Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26	Equal Opportunity (APR 2002)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
FAR 52.222-50	Combating Trafficking in Persons (APR 2006)
FAR 52.223-6	Drug-Free Workplace (MAY 2001)
FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
FAR 52.227-1	Authorization and Consent (JUL 1995) Alternate I (APR 1984)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (APR 1984) (Applicable if contract is subject to FAR clause 52.204-02 and either 52.227-11 or 52.227-12)
FAR 52.227-11	Patent Rights – Retention by the Contractor (Short Form) (JUN 1997)
FAR 52.227-14	Rights in Data—General (Dec 2007) and Alternate IV (DEC 2007)
FAR 52.228-7	Insurance Liability to Third Persons (MAR 1996) (Further to paragraph (a)(3), unless otherwise stated in this contract, types and limits of insurance required are as stated in FAR 28.307-2)
FAR 52.230-2	Cost Accounting Standards (APR 1998) (Applicable when contract amount is over \$500,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
FAR 52.230-6	Administration of Cost Accounting Standards (NOV 1999) (Applicable if contract is subject to either clause at FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)
FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
FAR 52.232-17	Interest (JUN 1996)
FAR 52.232-20	Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
FAR 52.232-25	Prompt Payment (OCT 2003) and Alternate I (FEB 2002) (The words "the 30 th day" are inserted in lieu of "the 7 th day" at (a) (5) (i). [When Alternate I is applicable (a)(5)(i) does do not apply]
FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
FAR 52.233-1	Disputes (JULY 2002)
FAR 52.233-3	Protest After Award (AUG 1996) and Alternate I (JUN 1985)

FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)
FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop Work Order (AUG 1989) and Alternate I (APR 1984)
FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) and Alternate V (APR 1984)
FAR 52.243-7	Notification of Changes (APR 1984)
FAR 52.244-2	Subcontracts (JUN 2007) and Alternate I (JUN 2007)
FAR 52.244-5	Competition in Subcontracting (DEC 1996)
FAR 52.244-6	Subcontracts for Commercial Items (FEB 2006)
FAR 52.245-1	Government Property (JUN 2007) with Alternate II (JUN 2007)
FAR 52.245-9	Use and Charges (JUN 2007)
FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
FAR 52.246-23	Limitation of Liability (FEB 1997)
FAR 52.247-34	F.o.b. Destination (NOV 1991)
FAR 52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
FAR 52.249-14	Excusable Delays (APR 1984)
FAR 52.251-1	Government Supply Sources (APR 1984)
FAR 52.253-1	Computer Generated Forms (JAN 1991)
HSAR 3052.204-71*	Contractor Employee Access (JUN 2006) and Alternate II (JUN 2006)
HSAR 3052.209-70*	Prohibition on Contracts with Corporate Expatriates (JUN 2006)
HSAR 3052.242-71*	Dissemination of Contract Information (DEC 2003)
HSAR 3052.242-72*	Contracting Officer's Technical Representative (DEC 2003)
HSAR 3052.245-70*	Government Property Reports (JUN 2006)

* - The Department of Homeland Security Acquisition Regulation (HSAR) clauses are provided below in full text.

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

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

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of

Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the 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.

ALTERNATE II (JUN 2006)

When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

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

3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for at least 80 percent' each place it appears.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

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

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

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

3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

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

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

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

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

3052.245-70 GOVERNMENT PROPERTY REPORTS (JUN 2006)

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

SECTION J - LIST OF ATTACHMENTS

1. Attachment Number 1 – “Statement of Work for Nuclear Threat Detection Technology Evaluation and Analysis Support” dated September 16, 2008 – 9 Pages
2. Attachment Number 2 – Department of Defense Contract Security Classification Specification (DD Form 254) – 2 Pages

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The Contractor's ORCA validation, dated from April 18, 2008 to April 18, 2009, is incorporated into the contract by reference.

**Department of Homeland Security
Domestic Nuclear Detection Office**

**Statement of Work
for
Nuclear Threat Detection Technology Evaluation and Analysis Support**

September 16, 2008

1.0 BACKGROUND

The Domestic Nuclear Detection Office (DNDO) is a jointly staffed office with the mission of improving our nation's capability to detect and report unauthorized attempts to import, possess, store, develop, or transport nuclear or radiological material for use against the nation and its interests. The DNDO is implementing a systematic approach to develop, acquire, deploy, integrate, and support systems and services.

2.0 SCOPE OF WORK

In conducting this task, JHU/APL shall act under the guidance and at the behest of the government, and make technical recommendations to the government who makes the acceptance on the task order deliverables and subsequent procurement decisions. JHU/APL shall have a continuing obligation to inform the government of known problems and issues in development and deployment of systems, and make disclosure of known risks associated with the system's performance and with any of the other activities to be conducted under this task. Deliverables and recommendations shall be provided for government review and approval and provided only for the environments and specified conditions for which they were intended and/or tested. All efforts under this program shall be conducted in accordance with established Laboratory quality assurance procedures.

JHU/APL shall be responsible for developing the requisite processes and methodologies to assess and analyze data and algorithms from the port of entry border protection, maritime, aviation, international rail, on-dock rail radiation detection systems used in protecting our nation and its interests. The safety aspects of the testing and the deployed system are outside the scope of JHU/APL's responsibilities. In support of the DNDO's goals through an independent system verification and validation capability for benchmarking developmental and deployed systems, JHU/APL shall contribute to the following technical areas:

- Collection and storage of data and algorithms in support of technical assessment;
- Statistically significant probabilistic analysis/assessment of system algorithm performance;
- Independent technical analysis, assessment and determination of gap analyses; and
- Evaluation of algorithms/modeling/simulation to improve system performance and mitigate risk prior to and subsequent to deployment.

The DNDO has determined that detection of special nuclear material (SNM) will require the use of active and passive spectroscopic systems to detect unshielded or lightly shielded nuclear materials, components and weapons that may be illicitly transported in trucks, cargo containers, air cargo containers or other conveyances. Under this scope of work, the ability of algorithmic systems to detect and identify classified radiological signatures of classified threats will be assessed. The assessment of the products shall take place at U.S. Government facilities that require a Department of Energy (DOE) Q-equivalent clearance for access. In order to accomplish this task, individuals supporting this effort will require access to classified information; the classified information will be at the Restricted Data (RD) and Formally Restricted Data (FRD) levels. Additionally, the individuals supporting the classified aspects of this tasking will require a DOE Q-level clearance with sigmas 1-10. Support of this effort will also require secure communication capabilities.

The efforts described in the Performance Specification include technical scope classified as TOP SECRET.

The place of performance is JHU/APL.

Period of Performance

The anticipated period of performance of the resulting contract will be one year from the effective date of contract award.

3.0 DESCRIPTION OF TASKS AND DELIVERABLES

3.1. Task 1: Algorithm Test Bed for Benchmarking Assessments

JHU/APL shall maintain and extend an Algorithm Test Bed (ATB) in order to support algorithm improvement assessment through iterative bench-testing and evaluation. The ATB shall be the authoritative, central repository for well-characterized datasets for use in technical analysis as well as the main integration site for the DNDO-candidate algorithms. The ATB shall be developed so that the datasets and tools may be used by the DNDO-approved entities to assist in the development of radiological sensor algorithm improvements. Quantitative performance metrics approved within DNDO shall be used and further developed within the ATB. Open data sets shall be distributed to the DNDO-approved recipients; initial assessments of algorithm improvements and/or new candidate algorithms will be assessed using this data set. JHU/APL shall perform final independent assessments of best performing algorithms against closed data sets. JHU/APL shall use nuclear physicists and statisticians in the evaluations to ensure appropriate subject-matter expertise in evaluations and ATB development.

Deliverables:

A01 - Algorithm Test Bed Updates (Data Item Description A01)

A02 - Algorithm Test Bed Capabilities Report (Data Item Description A02)

3.2. Task 2: Data Management

JHU/APL shall recommend, develop, and update open and closed databases based on data collection cycles. JHU/APL shall certify that datasets meet key content and formatting requirements. Classified datasets shall be made available via a classified server. Specifically, JHU/APL shall:

- Recommend the detection isotopes, shielding, source strength, isotope combinations for performance evaluations;
- Identify and/or recommend the datasets—both open and closed;
- Identify and/or recommend data formats so that consistency between vendors and systems can be obtained; and
- Meet the DNDO security requirements for the data, its distribution and analyses.

JHU/APL shall deliver reports on Algorithm Test Bed Data Content that include the number of files stored, the coverage of isotopes, and the open/closed data set ratio for new test or data collection events.

Deliverable:

A03 - Algorithm Test Bed Data Content Report (Data Item Description A03)

3.3. Task 3: Model Verification and Validation

JHU/APL shall serve as the independent verification and validation agent for system modeling and simulations. In this capacity, JHU/APL shall provide engineering and technical support to the DNDO for events that include, but are not limited to system- and component-level verification and validation of JHU/APL-developed simulations and models.

JHU/APL shall also perform independent assessment of sensor performance using phenomenology-based models and simulations. An example of this work would be the support of Injection Studies for establishing limits of system capabilities through modeling and simulation. JHU/APL shall procure and maintain the required computing environment for this assessment.

3.4. Task 4: Performance Assessments, Evaluations, and Technical Studies

JHU/APL shall also lead, conduct, and/or support required technical studies, analysis, performance assessments, evaluations, and special studies for the DNDO as directed. The ATB shall enable the assessment of the mathematical performance of candidate algorithms and novel scientific approaches to radiological identification and detection through algorithms. These activities will include test planning, data collection, processing, assistance with system specification development, and evaluation activities to support the technical studies. Also, support of the DNDO in long range planning is included. JHU/APL shall contribute to defining engineering level concepts by attending meetings and generating necessary follow-on technical reports. To the extent possible, JHU/APL shall

utilize analysis and Modeling & Simulation tools that are common with those utilized by the DNDO and its support contractors.

3.5. Task 5: Program Evaluations and Assessments

JHU/APL shall support the DNDO for program and design reviews as required. Additionally, JHU/APL shall provide system and technology experts, as required and directed by the DNDO, for independent review panels and symposiums.

3.6. Task 6: Program Management

JHU/APL shall designate a Program Manager (PM) for the efforts under this contract. The PM shall be responsible for the efficient management of all efforts under this contract; including cost tracking, progress monitoring, planning, quality assurance, interfacing with the Contracting Officer's Technical Representative (COTR), document maintenance, and reporting. JHU/APL shall provide financial and status reporting to the Government COTR. Included in the scope of work is effort associated with the planning of future program activities.

3.7. Other Deliverables

The following deliverables are required in addition to those listed above. Due dates will be provided by the COTR after contract award:

3.7.1 Monthly Status and Financial Reports

JHU/APL shall submit a monthly project status report. The below Data Item Description A04 describes the content and the frequency of the report.

3.7.2 Ad Hoc Technical Reports, Trip Reports, Meeting Notes and Other Deliverables

JHU/APL may be required to provide deliverable documents such as ad hoc reports, meeting notes, trip reports, planning and concept documents, white papers, briefing materials, product and technology investigation reports, operational evaluation plans, test plans, and reports from laboratory testing and field testing. The COTR will provide direction regarding the aforementioned deliverables, as required.

JHU/APL shall deliver reports in response to the DNDO requests to support technical studies, travel, and major meetings within 30 days following the completion of technical support task.

The Government will provide feedback and any direction which may improve deliverables accomplishments during monthly meetings.

4.0 Delivery Schedule

No	Title	SOW Section	Due Date	Recipient
1	A01 - Algorithm Test Bed Updates	3.1	Semi-Annually	COTR
2	A02 - Algorithm Test Bed Capabilities Report	3.1	Semi-Annually	COTR
3	A03 - Algorithm Test Bed Data Content Report	3.2	Semi-Annually	COTR
4	A04 - Monthly Financial and Status Reports	3.7	15 th of each month	COTR

DATA ITEM DESCRIPTION	
1. TITLE: Algorithm Test Bed Updates	2. IDENTIFICATION NO(s): A01
3. DESCRIPTION/PURPOSE: The Algorithm Test Bed (ATB) will be continually updated in support of the DNDO's analysis requirements. Each major update to the production-level server of the ATB shall be presented to the DNDO via a demonstration and delivered in-place to the DNDO.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: DHS/DNDO
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The ATB will be used to determine effectiveness of candidate algorithms for detecting and classifying radiological threats. The DNDO's focus on algorithm performance and the types of data produced by various detection systems is anticipated to evolve as threats evolve. The corresponding analyses performed by the ATB shall evolve correspondingly and require updates.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in JHU/APL format: Algorithm Test Bed Updates: a. list of new functionality b. demonstration of new functionality c. updated ATB on classified and unclassified servers with strict configuration control <u>Deliverables:</u> 1. ATB software and servers, delivered in-place 2. The ATB shall be updated semi-annually.	

DATA ITEM DESCRIPTION	
1. TITLE: Algorithm Test Bed Capabilities Report	2. IDENTIFICATION NO(s): A02
3. DESCRIPTION/PURPOSE: To provide details of current capabilities within the Algorithm Test Bed (ATB). New algorithm types and assessments will introduce requirements for new functionality into the ATB. This report allows for thorough descriptions of existing analysis capabilities.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: DHS/DNDO
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The ATB will be used to determine effectiveness of candidate algorithms for detecting and classifying radiological threats while keeping nuisance alarms to a minimum. The evolution of algorithm types and data types in response to an evolving threat will necessitate new and expanded assessment capability within the ATB.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in JHU/APL format: Algorithm Test Bed Capabilities Report to include: a. list of new analysis requirements b. reporting of current analysis capabilities with focus on new functionality <u>Deliverables:</u> 1. 1 hard copy and 1 electronic copy to be delivered to the COTR 2. The Algorithm Test Bed Capabilities Report shall be submitted semi-annually.	

DATA ITEM DESCRIPTION	
1. TITLE: Algorithm Test Bed Data Content Report	2. IDENTIFICATION NO(s): A03
3. DESCRIPTION/PURPOSE: To provide details of data content within the Algorithm Test Bed (ATB). The thoroughness of algorithm assessment is strongly dependent on diverse in-situ data sets; this report will provide details on current content and known gaps.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: DHS/DNDO
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The ATB will be used to determine effectiveness of candidate algorithms for detecting and classifying radiological threats while keeping nuisance alarms to a minimum. This requires a large, diverse and well-understood data set of raw data signatures. This report will allow the DNDO to understand the current level of data diversification present in the Test Bed and the known data gaps that exist to help guide future test and modeling efforts.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in JHU/APL format: Algorithm Test Bed data content report to include: a. list of new data deliveries b. status of data readiness for analysis c. data gaps (in reference to DNDO supplied list of isotopes of interest) d. total data content provided as the number of raw data files ready for use in analysis <u>Deliverables:</u> 1. 1 hard copy and 1 electronic copy to be delivered to the COTR 2. The Algorithm Test Bed Data Content Report shall be submitted semi-annually.	

DATA ITEM DESCRIPTION	
1. TITLE: Monthly Financial and Status Report	2. IDENTIFICATION NO(s): A04
3. DESCRIPTION/PURPOSE: To provide a summary of the current technical activities, deliverables completed, open action items, and expenditures and other financial information for the task.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: DHS/DNDO
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The Monthly Financial and Status Report keeps the DNDO appraised of the current events, progress to date, and any issues or concerns.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: JHU/APL shall prepare and submit, electronically and hard copies in JHU/APL's format, monthly progress reports detailing efforts completed during the reporting period (calendar month), percent of overall completion, estimated time to completion, and problems encountered with associated risks. The report period closes on the last calendar day of the month and is due on the 15th or next working day if the 15th falls on a non-working day, of the succeeding month. As a minimum, the report shall contain the following: <ul style="list-style-type: none"> • Commitment and Expenditure Summary • Supporting expenditure summary broken down by task • Activity Summary by task • Major Milestones • Open Action Items • Issues <u>Deliverables:</u> <ol style="list-style-type: none"> 1. Due the 15th of the month following the reporting period, or the next working day if the 15th falls on a non-working day 2. 1 hard copy and 1 electronic copy to be delivered to the COTR, and briefed as necessary 	

ATTACHMENT NUMBER 2

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED TOP SECRET			
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)				
a. PRIME CONTRACT NUMBER X HSHQDC-09-C-00004		a. ORIGINAL (Complete date in all cases)		Date (YYYYMMDD) 20080818			
b. SUBCONTRACT NUMBER		X b. REVISED (Supersedes all previous specs)		Revision No. 001 Date (YYYYMMDD) 20081007			
c. SOLICITATION OR OTHER NUMBER=		Due Date (YYYYMMDD)		c. FINAL (Complete item 5 in all cases) Date (YYYYMMDD)			
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under IIA HSHQDC-07-X-00661 (Preceding Contract Number) is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In Response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____							
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)							
a. NAME, ADDRESS, AND ZIP CODE JOHN HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY (JHU/APL) 11100 Johns Hopkins Road Laurel, MD 20723			b. CAGE CODE 88898	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 938 Elkridge Landing Road, Suite 300 Linthicum, MD 21090			
7. SUBCONTRACTOR							
a. NAME, ADDRESS, AND ZIP CODE			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			
8. ACTUAL PERFORMANCE							
JOHN HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY (JHU/APL) 11100 Johns Hopkins Road Laurel, MD 20723			b. CAGE CODE 88898	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 938 Elkridge Landing Road, Suite 300 Linthicum, MD 21090			
9. GENERAL IDENTIFICATION OF THE PROCUREMENT (U) PROVIDE NUCLEAR THREAT DETECTION TECHNOLOGY EVALUATION AND ANALYSIS SUPPORT.							
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY			<input checked="" type="checkbox"/>
b. RESTRICTED DATA		<input checked="" type="checkbox"/>		b. RECEIVE CLASSIFIED DOCUMENTS ONLY			<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>	
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:			<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY			<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)				f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			<input checked="" type="checkbox"/>
(2) Non-SCI			<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION			<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT			<input checked="" type="checkbox"/>
g. NATO INFORMATION			<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS			<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION			<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION			<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>		l. OTHER (Specify) See Block #13.			<input checked="" type="checkbox"/>
k. OTHER (Specify) US Person Data			<input checked="" type="checkbox"/>				

DD Form 254, DEC 1999

Previous editions are obsolete

RESET

ATTACHMENT NUMBER 2

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

<input type="checkbox"/>	Direct	<input checked="" type="checkbox"/>	Through (Specify): NONE AUTHORIZED
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Contractor is required to obtain authority to release from the Department of Homeland Security; contractor shall coordinate with the COTR and the Office of Security (ASD) on all changes to this guidance. Prior to release of any information contact (b) (6)(b) (6)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

Reference Items 10 b & d: Access to Restricted Data (RD) and/or Formerly Restricted Data (FRD) requires a "Q" clearance issued by Department of Energy (DOE), which equates to a final US, Government Top Secret clearance. The contractor must contact the Office of Security, Administrative Security Division at (b) (6) for access requirements. Subcontracting requires prior approval of the GCA. Contractors authorized DOE Q clearance shall be coordinated with DHS Office of Personnel Security Division (PSD) at (b) (6). In accordance with the Atomic Energy Act, only DOE can declassify RD. Access to RD/FRD material must be in accordance with the 10 CFR Part 1045, "Nuclear Classification and Declassification."

Reference Item 10j: The contractor is responsible for handling and marking FOUO information in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information." Dated January 6, 2005. Furthermore, DHS employees and contractors must sign a special Non-Disclosure Agreement before receiving access to unclassified FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (b) (6).

Reference Item 11c: The contractor shall derivatively classify newly created information associated with this effort based on the classification guidance provided through existing classified sources. All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on "Marking Classified National Security Information" dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division, at telephone (b) (6).

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

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL (b) (6)	b. TITLE Program Manager Industrial Security Branch	c. TELEPHONE (Include Area Code) (b) (6)
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d. ADDRESS (Include Zip Code) Department of Homeland Security 301, 7 th & D Street S.W. Washington D.C. 20528	17. REQUIRED DISTRIBUTION <table border="0" style="width: 100%;"> <tr> <td style="width: 20px;"><input checked="" type="checkbox"/></td> <td>a. CONTRACTOR</td> </tr> <tr> <td><input type="checkbox"/></td> <td>b. SUBCONTRACTOR</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</td> </tr> <tr> <td><input type="checkbox"/></td> <td>d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>e. ADMINISTRATIVE CONTRACTING OFFICER</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>f. OTHERS AS NECESSARY</td> </tr> </table>	<input checked="" type="checkbox"/>	a. CONTRACTOR	<input type="checkbox"/>	b. SUBCONTRACTOR	<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER	<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY
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<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER												
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY												
e. SIGNATURE (b) (6)													