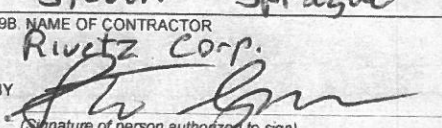
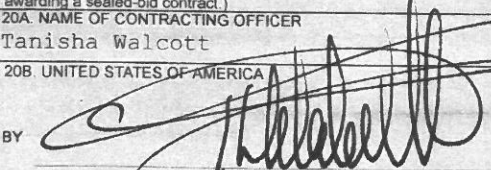


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 27	
2. CONTRACT (Proc. Inst. Ident.) NO. HSHQDC-17-C-00028				3. EFFECTIVE DATE 05/01/2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSIR-17-00027	
5. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations S&T Acquisition Division CO: Tanisha L. Walcott 245 Murray Lane, SW, #0210 Washington DC 20528-0210		CODE DHS/OPO/S&T/CHEMBIO		6. ADMINISTERED BY (If other than Item 5)		CODE	
				SCD-C			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) RIVETZ CORP ATTN STEVEN SPRAGUE PO BOX 93 RICHMOND MA 01254				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 0800908100000		FACILITY CODE					
11. SHIP TO/MARK FOR DHS S&T 245 Murray Lane Building 410 Washington DC 20528		CODE S&T MURRAY LANE		12. PAYMENT WILL BE MADE BY DHS ICE Burlington Finance Center PO BOX 1000 Attn: S&T Division Williston VT 05495-1000		CODE DHS-S&T-INV	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input 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						\$99,815.79	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	19-27
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5-9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	9	X	J	LIST OF ATTACHMENTS	27
X	D	PACKAGING AND MARKING	9-10	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	10-11		L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	11-13		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	13-18				
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			
19A. NAME AND TITLE OF SIGNER (Type or print) Steven Sprague CEO				19B. NAME OF CONTRACTOR Rivet Corp.			
19C. DATE SIGNED 4/28/2017				20A. NAME OF CONTRACTING OFFICER Tanisha Walcott			
19B. NAME OF CONTRACTOR Rivet Corp.				20B. UNITED STATES OF AMERICA			
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			
				20C. DATE SIGNED April 28, 2017			

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STANDARD FORM 28 (Rev. 3/2013)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-17-C-00028

PAGE OF
2 27

NAME OF OFFEROR OR CONTRACTOR

RIVETZ CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 080090810</p> <p>a. The purpose of this Firm-Fixed Price Contract between the Department of Homeland Security (DHS) and Rivetz Corp. is to complete the effort outlined in the Statement of Work entitled "Trusted Execution Providing Simpler and Stronger Priority Access)" (4 pages) incorporated as Attachment J.1 to this Contract.</p> <p>The Contractor shall provide the necessary labor, the requested level of technical personnel, materials and all other resources required to perform the services in accordance with the proposal(HSHQDC-17-R-00010-H-SB017.1-004-0002-I) and the Terms and Conditions of this Contract.</p> <p>AAP Number: NONE DO/DPAS Rating: NONE FOB: Destination Period of Performance: 05/01/2017 to 10/31/2017</p> <p>Research and Development - FY17.1 Phase I; Proposal Tittle: Trusted execution providing simpler and stronger priority access.</p> <p>Accounting Info: NONE000-000-63-61-98-01-000-10-04-0100-00-00-00-00-GE-OE-25-50-000000 Funded: \$99,815.79 Accounting Info: NONE000-000-63-40-98-00-000-10-04-0100-00-00-00-00-GE-OE-25-50-000000 Funded: \$0.00</p> <p>b. The Contract is continued of the following pages.</p> <p>The total amount of award: \$99,815.79. The obligation for this award is shown in box 15G.</p>				99,815.79

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- B.2 Pricing Schedule
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Section C Description/Specification/Work Statement.

- C.1 Statement of Work

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Part I – THE SCHEDULE

Section B – Services

B.1. Services

The DHS Office of Procurement Operations (OPO), Science and Technology Acquisition Division (STAD), issues Contract HSHQDC-17-C-00028 to Rivetz Corporation, for Identity Verification & Validation for Mobile Networks Authentication Enhancement, submitted in response to the Department of Homeland Security (DHS) Small Business Innovation Research (SBIR) Program solicitation HSHQDC-17-R-00010. The Contractor shall provide all personnel, materials, supplies, and services as necessary to fulfill the subsequent Contract award in accordance with

Section J Attachment J.1 – Statement of Work.

B.2. Price Schedule

This is a Firm Fixed Price Contract. The Contractor shall provide Research and Development Services in accordance with the Statement of Work (SOW) and the Terms and Conditions.

Item	Task	Details and Deliverables	Due Date:	Payment
1.2	Kickoff Meeting	Attendance and Full Participation in Mandatory SBIR Post Award Conference Agenda driven by the government Attendees: Steven Sprague, Sean Gilligan	5/12/2017	\$8,600.00
1.1	Design meeting with the Government	Review the design document in detail <ul style="list-style-type: none"> General system overview General services model User and group design and services KYC identity plan Carrier interface assumptions Open items Steven Sprague and Sean Gilligan will lead 	6/13/2017	\$2,000.00
1	Project architecture, engineering and design document	Written report including: <ul style="list-style-type: none"> Solution architecture Security token model Grant and revoke security model Group management architecture Outline of carrier interface KYC partner selection and service API 	6/16/2017	\$12,000.00
1.3	Carrier outreach	Report on carrier outreach and response <ul style="list-style-type: none"> General report covering conversations and information gathered from the carriers 	6/16/2017	\$1,000.00
1.4	Commercialization outreach	Report on commercialization outreach for priority access <ul style="list-style-type: none"> General report covering commercialization of the technology and potential partner opportunities 	6/16/2017	\$1,000.00

2	Software component demonstration	<p>Demonstration will consist of a downloadable application on a Google Play beta channel that will require registration to view and a short engineering YouTube video of the specific functions.</p> <p>Each function will have updated API documentation that is part of the design document delivered in Task 1. The following components will be demonstrated:</p> <ul style="list-style-type: none"> • Registration of a device • Token delivery and creation • Grant access • Revoke access • Preliminary attestation test as part of registration 	7/28/2017	\$14,000.00
2.1	Token identity and attribute design	<p>Provide a detailed model of the token identity and attributes including:</p> <ul style="list-style-type: none"> • Storage of attributes • Security model • Privacy model • Update of an attribute • Termination of an attribute 	7/28/2017	\$4,000.00
2.2	Carrier Outreach	<p>Report on carrier outreach and response</p> <ul style="list-style-type: none"> • General report covering conversations and information gathered from the carriers 	7/28/2017	\$4,000.00
2.3	Commercialization outreach	<p>Report on carrier outreach and response</p> <ul style="list-style-type: none"> • General report covering commercialization of the technology and potential partner opportunities 	7/28/2017	\$1,000.00
2.4	Status update and demonstration with Government	<p>A conference call to walk through the demonstrations and status update. Demonstration of each component Discussion covering:</p> <ul style="list-style-type: none"> • Changes in architecture • Challenges • Changes in the plan • Next steps 	7/28/2017	\$2,000.00
2.5	Updated project architecture, engineering and design document	<p>Updated project architecture, engineering and design document.</p> <p>Reflecting components as built and any changes in design.</p>	7/28/2017	\$3,000.00

3	Software component demonstration	<p>Demonstration will consist of a downloadable application on a Google Play beta channel that will require registration to view and a short engineering YouTube video of the specific function.</p> <p>Each function will have updated API documentation that is part of the design document delivered in Task 1. The following components will be demonstrated:</p> <ul style="list-style-type: none"> • Service authentication to a “Simulated carrier service” Assumed to be a cloud service style authentication • Registration of user including KYC process • Example of group communications • Admin console for group visualization and reporting 	9/15/2017	\$14,000.00
3.1	Report on industry devices and capabilities	<p>A draft report detailing the current shipping devices and their capabilities to support priority access. Including:</p> <p>Current TEE supported devices Current TUI supported devices Current TEE OS choices Phones, Tablets and PCs</p>	9/15/2017	\$4,000.00
3.2	Carrier Outreach	<p>Report on carrier outreach and response</p> <ul style="list-style-type: none"> • General report covering conversations and information gathered from the carriers 	9/15/2017	\$1,000.00
3.3	Commercialization outreach	<p>Report on commercialization outreach for priority access</p> <ul style="list-style-type: none"> • General report covering commercialization of the technology and potential partner opportunities 	9/15/2017	\$1,000.00
3.4	Status update and demonstration with Government	<p>A conference call to walk through the demonstrations and status update. Demonstration of each component Discussion covering:</p> <ul style="list-style-type: none"> • Changes in architecture • Challenges • Changes in the plan • Next steps 	9/15/2017	\$2,000.00
3.5	Updated project architecture, engineering and design document	<p>Updated project architecture, engineering and design document.</p> <p>Reflecting components as built and any changes in design.</p>	9/15/2017	\$3,000.00

4	Software demonstration	<p>Demonstration will consist of a downloadable application on a Google Play and a YouTube video of the demonstration.</p> <p>The demonstration will show the life cycle of provisioning a device for priority access to a simulated server. The purpose of the demonstration is to show the experience, the security model and the potential of the solution to government and first responder organizations.</p> <p>The app on a phone will be in the app store to allow simple remote demonstration on a variety of capable devices.</p>	10/31/2017	\$10,215.79
4.1	Demonstration install and operation guide	Detailed documentation on how to install and operate the demonstration app, including the installation and provisioning of the TEE capabilities	10/31/2017	\$1,000.00
4.2	Report on industry devices and capabilities	A final report detailing the current shipping devices and their capabilities to support priority access	10/31/2017	\$1,000.00
4.3	Report on integration with OpenID and 3rd generation partnership project	A report outlining how the solution demonstrated would fit with the OpenID models for the 3rd Generation Partnership project	10/31/2017	\$2,000.00
4.4	Carrier Outreach	<p>Report on carrier outreach and response</p> <ul style="list-style-type: none"> General report covering conversations and information gathered from the carriers 	10/31/2017	\$1,000.00
4.5	Commercialization outreach	<p>Report on commercialization outreach for priority access</p> <ul style="list-style-type: none"> General report covering commercialization of the technology and potential partner opportunities 	10/31/2017	\$1,000.00
4.6	Status update and demonstration with Government	<p>An in person meeting to walk through the demonstrations and present final reports.</p> <p>Steven Sprague and Sean Gilligan</p> <p>Exact meeting date to be coordinated with government no earlier than 10/25/2017 no later than 11/21/2017</p>	10/31/2017	\$6,500.00
4.7	Updated project architecture, engineering and design document	<p>Updates as required to reflect as built solutions including:</p> <ul style="list-style-type: none"> Final test report Failure mitigations Known weakness of the demonstration solution Detailed cyber security model Proposed engineering required work for commercialization and phase II 	10/31/2017	\$2,500.00

The Contractor shall be reimbursed for receipt of an acceptable deliverable in accordance with the above table.

B.3. Non-Personal Services and Inherently Governmental Functions

Pursuant to FAR 37.1, no personal services shall be performed under this Contract. All work requirements shall flow only from the COR to the Contractors' Private Investigator (PI) or Co-PI. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be provided by the applicable employees' supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting officer of this communication or action.

Pursuant to FAR 7.5, the Contractor shall not perform any inherently governmental actions under this Contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this Contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this Contract, Contractor employees shall state that they have no authority to in any way change the Contract and that if the other Contractor believes any communication to be a direction to change their Contract, they shall notify the Contracting Officer for their Contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall insure that all of its employees working under this Contract are informed of the requirements of this clause. Nothing in this clause shall limit the Government's rights in any way under the other clauses of the Contract, including those related to the Government's right to inspect and accept the services to be performed under this Contract. The substance of this clause shall be included in all subcontracts at any tier under this Contract.

Section C – Statement of Work

C.1. Statement of Work

See Attachment J.1 – Statement of Work

Section D – Packaging and Marking

D.1. Packaging

The Contractor shall provide all deliverables identified in the SOW via the SBIR electronic system at <https://sbir2.st.dhs.gov> with a courtesy electronic copy to the DHS Contracting Officer Representative and the DHS Contracting Officer.

D.2. Markings

All reports delivered by the Contractor to the Government under this Contract shall indicate:

- Name and business address of the Contractor
- Contract number

D.3 Use of Department of Homeland Security Seal

In accordance with DHS Management Directive 123-06, 18 U.S.C. § 506, 18 U.S.C. § 701, 18 U.S.C. § 1017 and 28 U.S.C. § 1733(b), the usage of the DHS seal shall be requested by completing DHS Form 0030 (12/08). Request shall be submitted to the Contracting Officer, who will be responsible for submitting the form for review by the DHS Office of Public Affairs. In summation:

- Any use of the DHS seal must be approved by the Secretary or his/her designee;
- Any use of the DHS seal shall not imply an endorsement of products or services by the Department or a component; shall not place the Department at risk of liability; shall not incur costs to the Department and shall not adversely affect the Departments ability to meet its mission objectives;
- Any permission granted by the Secretary will apply only to the specific use outlined on the DHS form 0030 (12/08) and should not be construed as permission for any other use;
- Any use of the DHS seal shall benefit the Department; tie to a key communication or operational objective; and demonstrate the ability for significant impact.
- The Department reserves the right to cancel the use of the DHS seal at any time.

Section E – Inspection and Acceptance

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

This Contract incorporates one or more clauses by reference, with the same force and effects as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at www.acquisition.gov.

FAR CLAUSE No.	Title	Date
52.246-9	Inspection of Research and Development –Short Form	April 1984

E.2. Inspection and Acceptance

E.2.1. The COR is responsible for inspection and acceptance of all services/deliverables submitted. Certification by the COR of satisfactory/deliverables provided is contingent upon the Contractor performing in accordance with the terms and conditions of this Contract.

Section F – Deliveries or Performance

F.1. Period of Performance

The Period of Performance for the efforts shall be as follows:

May 1, 2017 to October 31, 2017

F.2. Place of Performance

The Place of Performance for the efforts shall be as follows:

Rivet Corporation
111 Swamp Road
Richmond, MA 01254 - 0093

F.3. Federal Acquisition Regulation (FAR) 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effects as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at www.acquisition.gov.

FAR Clause No.	Title	Date
	Federal Acquisition Regulation (48 CFR Chapter 1)	
52.242-15	Stop-Work Order	AUG 1989

F.4 Notice of Delay

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

Section G – Contract Administration

G.1. Contracting Officer's Representative (COR)

The Contracting Officer's Representative (COR) will be responsible for the day-to-day coordination of the Contract. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the Contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after Contract award. The designation letter will set forth the authorities and limitations of the COR under the Contract.

The COR for this Contract is:
Vincent Sritapan
Email: vincent.sritapan@hq.dhs.gov
Phone: (202) 254-2373

The COR will represent the Contracting Officer in the administration of technical details within the scope of the Contract. The COR is also responsible for final inspection and acceptance of all Contract deliverables and reports, and such other

responsibilities as may be specified in this Contract. 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.

The DHS S&T Directorate SBIR Program Office POC is:

John Pucci

DHS SBIR Program Director

Science and Technology Directorate

john.pucci@hq.dhs.gov

G.2. Contracting Officer

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.

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.

The Contracting Officer for this Contract is:

Tanisha L. Walcott

tanisha.walcott@hq.dhs.gov

The Contract Specialist for this Contract is:

Roberto L. Aguirre

roberto.aguirre@hq.dhs.gov

G.3 Preparation of Invoices

The payment address for DHS S&T payments is as follows:

Invoices shall be e-mailed to: InvoiceSAT.consolidation@ice.dhs.gov;
with CC to the COR and the CO.

Invoices shall also be uploaded to: SBIR program portal at <https://sbir2.st.dhs.gov>

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

G.4 Invoice Instructions

The Contractor shall submit invoices in the amounts expressed in the price schedule under **Section B.2** of the Contract. All invoices shall comply with the minimum requirement set forth in FAR Clause 52.232-25, Prompt Payment (OCT 2008) and must include the following:

- Contract/Modification Number
- Contractor Name
- Date of Invoice
- Invoice number
- Item number
- Amount of Invoice
- In accordance with 18 U.S.C. § 1001, certification by Contractor that the information provided is accurate and true to the best of their knowledge.

The Contractor can contact Customer Service at 1-877-491-6521 or via InvoiceSAT.Consolidation@ice.dhs.gov to check on the status of their invoices or with other questions.

Section H – Special Contract/Contract Requirements

H.1 Claims

Notwithstanding the claim period stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206, Initiation of a Claim, the Contractor agrees to submit any claim related to this Contract within 12 months after the accrual of the claim.

H.2 Technical Instructions

(a) Performance of the work hereunder may be subject to written technical instructions signed by the COR specified in **Section G** of this Contract. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the Contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of the work description.

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

Assign additional work under the Contract;

Direct a change as defined in the “CHANGES” clause of this Contract;

Increase or decrease the Contract price or estimated Contract amount (including fee), as applicable, the level of effort, or time required for Contract performance; or Change any of the terms, conditions, or specifications of the Contract.

(c) If in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the Contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the CO that the technical instruction is within the scope of this Contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the Contractual work statement which is not affected by the disputed technical instruction.

H.3 Conflict of Interest

The Contractor shall not employ any person to perform work under this Contract who is and employee or as a Contractor of the United States Government, if the employment of that person would create or appear as a conflict of interest.

H.4 Government-Furnished Equipment/Government-Furnished Information/Government-Furnished Property (GFP) Requirements

a. **Government-Furnished Equipment:** No Government Equipment shall be used.

b. **Government Furnished Information:** DHS will provide to Rivetz Corporation, any material that DHS deems appropriate. The Government will provide all necessary information, data and documents to the Contractor for work required under this Contract. 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 CO. The COR identified in Section G will be the Point of Contact (POC) for identification of any required information to be supplied by DHS. Rivetz Corporation, will prepare all documentation according to the guidelines provided by the COR.

c. **Government-Furnished Property:** The Government does not anticipate providing any Government Property for this Contract. The Contractor’s proposal may identify property that it may purchase or supply in the performance of this Contract. In that case, before purchasing any individual item or equipment, not already included in the Contractor’s proposal, exceeding \$5,000 that is required to support technical tasks performed pursuant to the requirements of the proposal in this Contract, the Contractor shall obtain the DHS CO’s prior written consent. The DHS CO may lower the above \$5,000 threshold at his/her discretion via written modification to the Contract. If the DHS Contracting Officer, in consultation with the COR, consents to such purchase, such items shall become the property of DHS. The Contractor must maintain any such items according to the Government Property Clause of this Contract. The DHS CO will determine the final disposition of any such items.

H.5 Use and Charges

As authorized by Federal Acquisition Regulation 52.245-9, Use and Charges, the Contractor and when applicable its subcontractors are authorized to use any Government Furnished Equipment/Property provided in the performance of this Contract without charge.

H.6 Reporting Waste, Fraud, Abuse, and Theft

- a. The Contractor shall notify the CO and the COR of any instances of suspected waste, fraud, abuse, loss, or theft of Contractor or Government Furnished Property by employees or subcontractors performing the scope of work under this Contract.
- b. Anyone who becomes aware of the existence of fraud, waste, and abuse in DHS funded programs is encouraged to report such matters to the DHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll-free number is 1-800-323-8603. All telephone calls will be handled confidentially. An allegation form can be completed online at <http://www.oig.dhs.gov>. The mailing address is as follows:

DHS Office of Inspector General
ATTN: Office of Investigations Hotline
245 Murray Lane, SW
MS 0305
Washington, DC 20528-0305

H.7 Export and Disclosure of Technical Data

The Contractor, as applicable, shall comply with the Arms Export Control Act (ACEA) 22 U.S.C.A. 2778, et seq., the Export Administration Act (EAA) 50 U.S.C.A. 2401, et seq. and the International Traffic in Arms Regulations (ITAR) 22 C.F.R. Chapter 1, Part 120, et seq., and all other applicable statutes, regulations, and laws. Further, the Contractor shall, as applicable, comply with all licensing requirements hereunder. The prohibitions identified in this special requirement will be applicable to all subcontracts and consultant agreements.

H.8 Implementation of E.O. 13224- Executive Order on Terrorist Financing

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with the United States Executive Orders and laws.

H.9 Disclosure of Information

The Contractor is reminded that information furnished under this Contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when DHS or the Government determines disclosure is warranted by the FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

- a. Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this Contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract.
- b. In performance of this Contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and when applicable, must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.
- c. Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. § 641. This section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H. 10 Acknowledgement of Sponsorship

The Contractor agrees that in the release of information relating to Contracts issued hereunder such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the schedule of the Contract, and that the content of the information does not necessarily reflect the position or the policy of the Government and no official endorsement should be inferred. For the purpose of this provision, "information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade associations, meetings and symposiums, etc.

H.11 Contract Deliverables

The Contractor shall provide all data deliverables identified in the SOW and the Terms and Conditions via the SBIR electronic system at <https://sbir2.st.dhs.gov>.

Electronic copies shall be delivered in Portable Document Format (PDF). Electronic submission shall be submitted with a courtesy electronic copy to the DHS COR and to the DHS CO.

All deliverables shall include the "SBIR Rights Notice" in accordance with FAR 52.227-20(d). Deliverables shall be clearly written, describe accomplishments and other facts adequately and with no technical errors, and be acceptable for release.

H.12 Final Report – Scientific and Technical Report

The Contractor shall provide a Final Scientific and Technical Report. This report is used to describe and disseminate to the analytical, scientific and technical community the precise nature and results of analytical studies, research, development, test and evaluation on an assigned task(s). Scientific and technical reports may be definitive for the subject presented, exploratory in nature, or an evaluation of critical subsystems or of technical problems. The report covers all published results of sponsored research.

All reports shall include the "SBIR Rights Notice" in accordance with FAR 52.227-20(d).

The final report shall be submitted via an upload to the DHS SBIR website at <https://sbir2.st.dhs.gov>. The report shall be delivered in Portable Document Format (PDF). The report shall be clearly written, describe accomplishments and other facts adequately and with no technical errors, and be acceptable for release. The Scientific and Technical Report is due on or before the last day of the period of performance.

H.13 Purchase of American Made Equipment and Products

Pursuant to P.L. 102-564, § 306, notice of the following is hereby provided to the Contractor: It is the sense of the Congress that an entity that is awarded a funding agreement under the SBIR program of a Federal agency under section 9 of the Small Business Act should, when purchasing any equipment or a product with funds provided through the funding agreement, purchase only American-made equipment and products, to the extent possible in keeping with the overall purposes of that program.

H.14 Travel

Travel and Per Diem required by the Contractor in the performance of this Contract shall be in accordance with the Federal Travel Regulation (FTR). The Contractor agrees to use the most economical method of travel available. All foreign travel, and any additional travel not contemplated in the SOW, requires prior approval by the CO, with notification to and coordination with the COR.

H.15 Interpretation of Contract

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

H.16 Assertion of Data Rights

The Offeror asserts for itself, or the persons identified below, that the Government's rights to access, use, modify, reproduce, release, perform, display, or disclose only the following technical data or computer software should be restricted: The Offeror does not claim any restrictions on data, computer software or other materials developed as part of this Contract. **See attachment J.2 Assertion of Data Rights.**

H.17 Advertisements, Publicizing and News Releases

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

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

H.18 SBIR Funding Agreement Certification- Life Cycle Certification

Completion of the SBIR Funding Agreement Certification- Life Cycle Certification is **Mandatory**. This includes

checking all of the boxes and having an authorized officer of the awardee sign and date the certification. The completed certification is due **before the end of the period of performance**.

This certification shall be submitted via an upload to the DHS SBIR website at <https://sbir2.st.dhs.gov>. The Contractor shall notify the COR when the certificate is uploaded to the DHS SBIR website.

The template for the Life Cycle Certification is provided in **Attachment J.3**.

H.19 Export Control Regulations

(a) *Definition*. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts [730-774](#)) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts [120-130](#)). The term includes:

(1) *Defense items*, defined in the Arms Export Control Act, [22 U.S.C. 2778\(j\)\(4\)\(A\)](#), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part [120](#).

(2) Items, defined in the EAR as “commodities, software, and technology,” terms that are also defined in the EAR, 15 CFR [772.1](#).

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this Contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act ([22 U.S.C. 2751](#), *et seq.*);

(3) The International Emergency Economic Powers Act ([50 U.S.C. 1701](#), *et seq.*);

(4) The Export Administration Regulations (15 CFR parts [730-774](#));

(5) The International Traffic in Arms Regulations (22 CFR parts [120-130](#)); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

H.20 Invention Reporting

Pursuant to the FAR 52.227-11 Patent Rights Ownership by the Contractor, SBIR awardees shall report inventions to the awarding agency within 2 months of the inventor's report to the awardee. Awardees must report inventions to DHS through the NIH iEdison Invention Reporting Systems at www.iedison.gov. Use of the iEdison System satisfies all invention reporting requirements mandated by 37 CFR Part 401, with particular emphasis on the Standard Patent Rights Clauses, 37 CFR 401.14.

[END PART I]

PART-II

Section I - Contract Clauses

I.1 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at <http://acquisition.gov/comp/far/index.html>.

Clause	Title	Date
52.202-1	Definitions	Nov - 13
52.204-1	Approval of Contract	Dec - 89
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct - 16
52.204-13	System for Award Management Maintenance	Oct - 16
52.204-19	Incorporation by Reference of Representations and Certifications	Dec - 14
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct - 15
52.209-9	Updates of Publicity Available Information Regarding Responsibility Matters	Jul - 13
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov - 15
52.215-2	Audit and Records -- Negotiation	Oct - 10
52.215-8	Order of Precedence – Uniform Contract Format	Oct - 97
52.219-6	Notice of Total Small Business Set-Aside	Nov - 11
52.219-8	Utilization of Small Business Concerns	Nov - 16
52.219-9	Small Business Subcontracting Plan	Jan - 17
52.219-28	Post-Award Small Business Program Representation	Jul - 13
52.222-1	Notice to the Government of Labor Disputes	Feb - 97
52.222-3	Convict Labor	Jun - 03
52.222-21	Prohibition of Segregated Facilities	Apr - 15
52.222-26	Equal Opportunity	Sep - 16
52.222-35	Equal Opportunity for Veterans	Oct - 15
52.222-36	Equal Opportunity for Workers With Disabilities	Jul - 14
52.222-37	Employment Reports on Veterans	Feb - 16
52.222-40	Notification of Employee Rights under the National Labor Relations Act	Dec-10
52.222-50	Combating Trafficking in Persons	Mar - 15
52.223-6	Drug-Free Workplace	May - 01
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug - 11
52.225-13	Restrictions on Certain Foreign Purchases	Jun - 08
52.227-1	Authorization and Consent – Alternate I	Apr - 84

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Dec - 07
52.227-11	Patent Rights – Ownership by the Contractor	May - 14
52.229-3	Federal, State, and Local Taxes	Feb - 13
52.232-2	Payments Under Fixed-Price Research and Development Contracts	Apr - 84
52.232-23	Assignment of Claims	May - 14
52.232-25	Prompt Payment	Jan - 17
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	Jul - 13
52.232-39	Unenforceability of Unauthorized Obligations	Jun - 13
52.233-1	Disputes (May 2014) – Alternate I	Dec - 91
52.233-3	Protest After Award	Aug - 96
52.233-4	Applicable Law for Breach of Contract Claim	Oct - 04
52.243-1	Changes – Fixed Price – Alternate V	Apr - 84
52.244-6	Subcontracts for Commercial Items	Jan - 17
52.245-1	Government Property	Jan - 17
52.245-9	Use and Charges	Apr - 12
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	Apr - 84
52.249-9	Default (Fixed-Price Research and Development)	Apr - 84
52.253-1	Computer Generated Forms	Jan - 91

I.2 FAR Clauses Incorporated by Full Text

The following FAR Clauses are hereby incorporated in full text to this Contract:

FAR 52.227-20 Rights in Data -- SBIR Program (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”—

(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 as well as 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 data” means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

“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 modifications of the computer software.

“SBIR data” means data first produced by a Contractor that is a small business concern in performance of a small business innovation research Contract issued under the authority of 15 U.S.C. 638, which data are not generally known, and which data without obligation as to its confidentiality have not been made available to others by the Contractor or are not already available to the Government.

“SBIR rights” means the rights in SBIR data set forth in the SBIR Rights Notice of paragraph (d) of this clause.

“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 right 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 whatsoever, and to have or permit others to do so.

(b) Allocation of rights.

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

- (i) Data specifically identified in this Contract as data to be delivered without restriction;
- (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 SBIR data in accordance with paragraph (d) of this clause or for limited rights data or restricted computer software in accordance with paragraph (f) 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) Protect SBIR rights in SBIR data delivered under this Contract in the manner and to the extent provided in paragraph (d) of this clause;
- (iii) Substantiate use of, add, or correct SBIR rights or copyright notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and
- (iv) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (f) of this clause.

(c) Copyright—

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

- (i) Except as otherwise specifically provided in this Contract, the Contractor may assert copyright subsisting in any data first produced in the performance of this Contract.
- (ii) When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and an acknowledgment of Government sponsorship (including Contract number).
- (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 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, by or on behalf of the Government.
- (2) *Data not first produced in the performance of this Contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this Contract any data that are not first produced in the performance of this Contract unless the Contractor (i) identifies such data and (ii) grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.
- (3) *Removal of copyright notices.* The Government will not remove any copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.
- (d) *Rights to SBIR data.*
 - (1) The Contractor is authorized to affix the following “SBIR Rights Notice” to SBIR data delivered under this Contract and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

SBIR Rights Notice (Dec 2007)

These SBIR data are furnished with SBIR rights under Contract No. HSHQDC-17-C-00028. For a period of 4 years, unless extended in accordance with FAR 27.409(h), after acceptance of all items to be delivered under this Contract, the Government will use these data for Government purposes only, and they shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without permission of the Contractor, except that, subject to the foregoing use and disclosure prohibitions, these data may be disclosed for use by support Contractors. After the protection period, the Government has a paid-up license to use, and to authorize others to use on its behalf, these data for Government purposes, but is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of these data by third parties. This Notice shall be affixed to any reproductions of these data, in whole or in part.

(End of notice)

- (2) The Government’s sole obligation with respect to any SBIR data shall be as set forth in this paragraph (d).
- (e) *Omitted or incorrect markings.*
 - (1) Data delivered to the Government without any notice authorized by paragraph (d) of this clause shall be deemed to have been furnished with unlimited rights. The Government assumes no liability 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 six 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 data at the Contractor’s expense, and 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 use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure or use of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- (3) If the data has been marked with an incorrect notice the Contracting Officer may—
 - (i) Permit correction, 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.
- (f) *Protection of limited rights data and restricted computer software.* The Contractor may withhold from delivery qualifying limited rights data and restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding the Contractor shall identify the data being withheld and furnish form, fit, and function data instead.
- (g) *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 not proceed with the subcontract award without further authorization in writing from the Contracting Officer.
- (h) *Relationship to patents.* 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.3 U. S. Department of Homeland Security Acquisition Regulation (HSAR Clauses Incorporated by Full Text)

The full text of the **Homeland Security Acquisition Regulation (HSAR)** may be accessed electronically at: <http://www.dhs.gov/xlibrary/assets/opnbiz/hsar.pdf>. The following HSAR Clauses are hereby incorporated in Full Text to this solicitation:

Notwithstanding the following, it is not the Government's intention to share with Contractor any "Sensitive Information" as defined in 48 C.F.R 3052.204-71(a) or information deemed "sensitive" as used in 48 C.F.R 3052.204-71(a)(4) such that the Government would require access be limited to only citizens of the United States of America or lawfully admitted aliens. In the event the Government needs to share "Sensitive Information" or information deemed "sensitive" as used in 48 C.F.R 3052.204-71, in subsequent task orders, the Government will identify the information for which the restriction applies to the Contractor in the given task order.

If any Contractors need access to "sensitive" information, access to DHS IT equipment or need unescorted access in DHS facilities submission for DHS Contractor Fitness will be required.

Before any foreign nationals start working on this Contract they must be submitted for vetting and cleared by DHS S&T Security prior to beginning work.

HSAR 3052.204-71 Contractor Employee Access (SEP 2012) Alternate II (JUNE 2006)

(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, Pub. L. 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.
- (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.

(End of clause)

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal

Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

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

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

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
- (3) 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
- (4) 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.
- (5) *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.
- (6) **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.
- (7) *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:
- (8) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (9) 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).
- (10) *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.

- (11) *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.
- (12) **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.
- (13) **Treatment of Certain Rights.**
- (14) 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;
- (15) options;
- (16) Contracts to acquire stock; (iv) convertible debt instruments; and (v) others similar interests.
- (17) 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.
- (18) **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.

(c) 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.

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

- (a) The personnel or facilities specified below are considered essential to the work being performed under this Contract and may, with the consent of the Contracting parties, be changed from time to time during the course of the Contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this Contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

Steven Sprague – Subject Matter Expert (Master)

Sean Gilligan – Applications Developer (Master) Program Manager

(End of clause)

[END PART II]

Part III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J – List of Attachments

Attachment J.1 – Statement of Work

Attachment J.2 - Assertion of Data Rights

Attachment J.3 - SBIR Funding Agreement Certification - Life Cycle Certification