



June 3, 2013

Ginger McCall  
Director  
Electronic Privacy Information Center  
1718 Connecticut Avenue NW, Suite 200  
Washington, DC 20009

Re: **S&T 13-04, 2013-STFO-00010**

Dear Ms. McCall:

This is the final response to your Freedom of Information Act (FOIA) request to the Department of Homeland Security (DHS), Science and Technology Directorate (S&T) dated February 19, 2013, and received by this office on February 25, 2013. You are seeking: "1) all contracts with the PNNL and any other researchers or companies for the development of BOSS technology; 2) all statements of work associated with BOSS technology; and 3) all technical specifications related to BOSS technology."

A search for documents responsive to your request was conducted in the S&T Resilient Systems Division. A search of archive files and computer network drives for the terms BOSS technology and Biometric Optical Surveillance System produced 26 pages. Of those pages, I have determined that 15 pages of the records are releasable in their entirety, 11 pages are partially releasable, and zero pages are withheld in their entirety pursuant to Title 5 U.S.C. § 552 (b)(4) and (b)(6). Enclosed are 26 pages with certain information withheld as described below.

**FOIA Exemption 4** protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. The information withheld consists of per unit costs. The release of this information would provide a roadmap for competitors to manipulate future costs for contract bids.

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**FOIA Exemption 6** exempts from disclosure personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right privacy. *[The types of documents and/or information that we have withheld may consist of birth certificates, naturalization certificates, driver license, social security numbers, signatures, telephone numbers, home addresses, dates of birth, email addresses, or various other documents and/or information belonging to a third party that are considered personal.]* The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

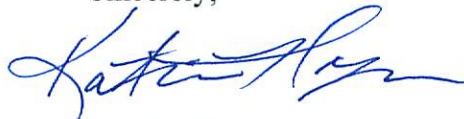
You have a right to appeal the above withholding determination. Should you wish to do so, you must send your appeal and a copy of this letter, within 60 days of the date of this letter, to: Associate General Counsel (General Law), Mail Stop 0655, U.S. Department of Homeland Security, Washington, DC 20528, following the procedures outlined in the DHS regulations at 6 C.F.R. § 5.9. Your envelope and letter should be marked "FOIA Appeal." Copies of the FOIA and DHS regulations are available at [www.dhs.gov/foia](http://www.dhs.gov/foia).

The Office of Government Information Services (OGIS) also mediates disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. If you are requesting access to your own records (which is considered a Privacy Act request), you should know that OGIS does not have the authority to handle requests made under the Privacy Act of 1974. If you wish to contact OGIS, you may email them at [ogis@nara.gov](mailto:ogis@nara.gov) or call 1-877-684-6448.

Provisions of the FOIA [AND PRIVACY ACT] allow us to recover part of the cost of complying with your request. In this instance, because the cost is below the \$14 minimum, there is no charge.

If you need to contact our office again about this matter, please refer to **S&T 13-04, 2013-STFO-00010**. This office can be reached at [stfoia@hq.dhs.gov](mailto:stfoia@hq.dhs.gov) or (202) 254-6342.

Sincerely,



Katrina Hagan  
FOIA Officer

Enclosures: 1) Inventory Sheet for Final Response, 1 page  
2) Responsive Records, 26 pages

U.S. Department of Homeland Security  
 Science and Technology Directorate  
 Inventory Sheet  
 ST FOIA 13-04, 2013-STFO-00010, Final Response

Record Number	Number of Pages	Title of Record	Record Date	Exemption
*1	33	Signed Contract with Electronic Warfare Associates, Inc. (EWA) with Statement of Work (SOW)	11/9/2010	4, 6,
*2	2	Signed Contract Modification with EWA for No Cost Extension (NCE)	9/21/2012	4, 6
*3	49	Biometric Optical Surveillance System (BOSS) at Stand-Off Distance Proposal	No Date	3, 6
4	3	Signed Contract with Pacific Northwest National Laboratories (PNNL) for BOSS testing	9/15/2010	6
5	3	Signed Contract Modification with PNNL for NCE	7/16/2012	6
6	20	PNNL Standoff Technology Integration and Demonstration Program (STIDP) SOW with BOSS facial recognition testing	7/13/2010	4, 6
* Records 1-3 previously addressed in the interim response.				

Columbia Free Press Social Media Mtg.  
937-751-5397

Mike Quaroni - Greenberg

Eric Soskin - ODNI  
202-353-0533

Attorneys fees

Lindsay McClatchee News papers  
metadata  
202-383-6007

SF Chronicle -

JEFF - NSA / FB

709-650-4130

<b>INTERAGENCY AGREEMENT</b>		1. IAA NO. HSHQPM-10-X-00051/P00001		PAGE 1 OF 2	
2. ORDER NO.		3. REQUISITION NO. RSEN-10-00136		4. SOLICITATION NO.	
5. EFFECTIVE DATE 08/11/2010		6. AWARD DATE 08/11/2010		7. PERIOD OF PERFORMANCE 05/03/2010 TO 11/03/2012	
8. SERVICING AGENCY DOE - PACIFIC NORTHWEST NATIONAL LAB ALC: DUNS: +4: PO BOX 350 RICHLAND WA 99352  POC Genice Madera TELEPHONE NO. (b) (6)		9. DELIVER TO Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528			
10. REQUESTING AGENCY Department of Homeland Security ALC: 70-08-1513 DUNS: 052368391 +4: Office of Procurement Operations 245 Murray Lane, SW Bldg. 410 Washington DC 20528  POC Eric Peterson TELEPHONE NO. (b) (6)		11. INVOICE OFFICE Burlington Finance Center PO Box 1000 SAT.Invoice.Consolidation@dhs.gov Williston VT 05495-1000			
12. ISSUING OFFICE Department of Homeland Security Office of Procurement Operations 245 Murray Lane, SW Bldg. 410 Washington DC 20528		13. LEGISLATIVE AUTHORITY Section 309 of the Homeland Security Act of 2002, Public Law 107-296 (6 U.S.C. 189).			
		14. PROJECT ID PB/VBIED DETECT			
		15. PROJECT TITLE ID AND EVAL OF DPB&VBIEDA&PA			
16. ACCOUNTING DATA REI0173-000-RM-70-00-00-000-01-00-0000-00-00-00-00-GE-OE-25-50-000000					
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	ALC: 70-08-1513 APPS: 70X0800  NOTICE TO SERVICING AGENCY: Please send countersigned Interagency Agreement via email to Mr. Eric Peterson at (b) (6) and to Mr. Aaron H. Ford at (b) (6)  DESCRIPTION: The purpose of this Department of Homeland Security Interagency Agreement the Pacific Northwest National Laboratory is to provide funding for Field Testing of Explosives Continued ...				
23. PAYMENT PROVISIONS		24. TOTAL AMOUNT \$520,000.00			
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)		25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)			
25b. NAME AND TITLE Ryan M. Kilbury, CC U.S. Department of Energy		25c. DATE 9-15-10	26b. CONTRACTING OFFICER Aaron H. Ford		26c. DATE Timothy B. Davis 9/10/10

Standoff Screening Technologies Project and extend the period of performance end date to November 03, 2012.

A. The purpose of this Department of Homeland Security Interagency Agreement the Pacific Northwest National Laboratory is to provide funding for Field Testing of Explosives Standoff Screening Technologies Project and extend the period of performance end date to November 03, 2012. The IAA is modified as follows:

This modification increases the estimated and funded amounts of the IAA from \$750,097 by \$520,000 to \$ 1,270,097.

B. Except as modified herein, all other terms and conditions of the IAA remain in full force and effect.

All work shall be done in accordance with the detailed Statement of Work attached to this agreement. Applicable terms and conditions to the Interagency Agreement are attached with the SOW.

The DHS Technical Point of Contact is as follows:

Joe Foster  
Department of Homeland Security  
Science and Technology Directorate  
Washington, DC 20528

(b) (6)

(b) (6)

DO/DPAS Rating: NONE  
Delivery: 11/03/2012

Add Item 0002 as follows:

0002

Field Testing of Explosives Standoff Screening Technologies  
Contracting Fee: 0

520,000.00


## **ACCEPTANCE REMARKS — HSHQPM-10-X-00051 / P00001**

The following statement is added to our acceptance to meet a Congressional requirement:

Consistent with the Department of Energy's (DOE's) full cost recovery policy, DOE collects, as part of its standard indirect cost rate, a laboratory-directed research and development (LDRD) cost. Based on the amount of funds accepted for this project, **\$23,888** represents an estimated amount that will be used for LDRD efforts. DHS agrees that LDRD efforts provide opportunities in research that are instrumental in maintaining cutting-edge science capabilities that benefit all of the customers at the laboratory. In addition, DOE manages its LDRD program in a manner that will demonstrate that LDRD activities support DHS mission areas commensurate with the funding provided by DHS. In providing funds to DOE to perform this work, DHS anticipates that such activities will support the missions of the Department of Homeland Security and will be consistent with appropriations acts that provide its funds.



## DEPARTMENT OF ENERGY- PNSO ACCEPTANCE

1. TO <b>DHS - Science and Technology</b>			2. AGREEMENT NUMBER <b>HSHQPM-10-X-00051/2</b>			3. AMOUNT <i>(as Listed on Agreement)</i> <b>\$0.00</b>		
4. The Agreement identified above is accepted and the items requested will be provided as follows: (Check as Applicable)								
a. <input checked="" type="checkbox"/> ALL ITEMS WILL BE PROVIDED THROUGH REIMBURSEMENT (Category I) b. <input type="checkbox"/> ALL ITEMS WILL BE PROCURED BY THE DIRECT CITATION OF FUNDS (Category II) c. <input type="checkbox"/> ITEMS WILL BE PROVIDED BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW d. <input type="checkbox"/> THE ACCEPTANCE, FOR CATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONTINGENCIES AS TO FINAL PRICE. CHANGES IN THIS ACCEPTANCE FIGURE WILL BE FURNISHED PERIODICALLY UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO SUBMISSION OF BILLINGS.								
5. <input type="checkbox"/> AGREEMENT ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS," IS NOT ACCEPTED <i>(IS REJECTED)</i> FOR THE REASONS INDICATED.								
6. TO BE PROVIDED THROUGH REIMBURSEMENT CATEGORY I					7. TO BE PROCURED BY DIRECT CITATION OF FUNDS CATEGORY II			
ITEM NO. a.	QUANTITY b.	ESTIMATED PRICE c.			ITEM NO. a.	QUANTITY b.	ESTIMATED PRICE c.	
		<b>\$0.00</b>						
d. TOTAL ESTIMATED PRICE		<b>\$0.00</b>			e. TOTAL ESTIMATED PRICE			
8. ANTICIPATED DATE OF OBLIGATION FOR CATEGORY II ITEMS					9. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS <b>\$0.00</b>			
10. FUNDS DATA <i>(Check if Applicable)</i>								
a. <input type="checkbox"/> ADDITIONAL FUNDS IN THE AMOUNT OF \$ ARE REQUIRED (See justification in Block 13) b. <input type="checkbox"/> FUNDS IN THE AMOUNT OF \$ ARE NOT REQUIRED AND MAY BE WITHDRAWN								
11. REMARKS  <b>Action authorized to support DOE Project No. 53077D</b>								
12. ACCEPTING ACTIVITY <b>U.S. Department of Energy Pacific Northwest Site Office P.O. Box 350 (Mail Stop K9-42) Richland, WA 99352</b>					13. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL <b>Melanie P. Fletcher, Contracting Officer</b>			
					14. SIGNATURE 			15. DATE <b>7/16/2012</b>

INTERAGENCY AGREEMENT		1. IAA NO. HSHQPM-10-X-00051/P00002			PAGE OF 1 2	
2. ORDER NO.		3. REQUISITION NO. RSEN-12-00191		4. SOLICITATION NO.		
5. EFFECTIVE DATE See Block 26c		6. AWARD DATE 07/09/2012		7. PERIOD OF PERFORMANCE 05/03/2010 TO 11/03/2013		
8. SERVICING AGENCY DOE - PACIFIC NORTHWEST NATIONAL LAB ALC: DUNS: +4: PO BOX 350 RICHLAND WA 99352  POC Genice Madera TELEPHONE NO. (b) (6)				9. DELIVER TO Department of Homeland Security 245 Murray Lane, SW Washington DC 20528		
10. REQUESTING AGENCY Department of Homeland Security ALC: 70-08-1513 DUNS: 052368391 +4: Office of Procurement Operations 245 Murray Lane, SW Washington DC 20528  POC Peter Nielsen TELEPHONE NO. (b) (6)				11. INVOICE OFFICE Burlington Finance Center PO Box 1000 SAT.Invoice.Consolidation@dhs.gov Williston VT 05495-1000		
12. ISSUING OFFICE Department of Homeland Security Office of Procurement Operations 245 Murray Lane, SW Washington DC 20528				13. LEGISLATIVE AUTHORITY Section 309 of the Homeland Security Act of 2002, Public Law 107-296 (6 U.S.C. 189).		
				14. PROJECT ID PB/VBIED DETECT		
				15. PROJECT TITLE ID AND EVAL OF DPB&VBIEDA&PA		
16. ACCOUNTING DATA See Schedule						
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	
	ALC: 70-08-1513 TAS: 70240800  NOTICE TO SERVICING AGENCY: Please send the countersigned Interagency Agreement modification via email to Mr. Peter Nielsen at (b) (6) and to Mr. Aaron H. Ford at (b) (6).  DESCRIPTION:  A. The purpose of this modification to Department Continued ...					
23. PAYMENT PROVISIONS				24. TOTAL AMOUNT \$0.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)				25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (b) (6)		
25b. NAME AND TITLE		25c. DATE	26b. CONTRACTING OFFICER Aaron H. Ford		26c. DATE Jul 10 2012	

of Homeland Security Interagency Agreement (IA) HSHQPM-10-X-00051 is to extend the period of performance of the IA. Accordingly, the IA is modified as follows:

1. The period of performance end date of the IA is hereby revised to November 3, 2013.
2. This modification results in no change to either the estimated or funded amounts of the IA.
3. The DHS Technical Point of Contact for the IA is as follows:

Thomas Coty  
 Department of Homeland Security  
 Science and Technology Directorate  
 Washington, DC 20528

Phone: (b) (6)

E-Mail: (b) (6)

B. Except as modified herein, all other terms and conditions of the IA remain in full force and effect.

AAP Number: 64636 DO/DPAS Rating: NONE

**Statement of Work for  
Field Testing of Explosives Standoff Screening Technologies**

**Conducted by  
Pacific Northwest National Laboratory**

**For  
Directorate of Science and Technology  
U.S. Department of Homeland Security  
Explosives Division**

PR No. RSEN-10-00136

**I. Background**

The Standoff Technology Integration and Demonstration Program (STIDP) was established to develop and demonstrate an integrated standoff countermeasure architecture for protecting large public events from improvised explosives device (IED) attacks. The multi-year program is jointly funded by the U.S. Department of Homeland Security (DHS) Science and Technology Directorate's Explosives Division and the Department of Defense (DoD) Joint IED Defeat Organization (JIEDDO).

The STIDP lifecycle involves taking commercially available / near-commercially available technical solutions, evaluating them in stand-alone configurations at various test beds, integrating them into a countermeasure system for testing in prototypic operational environments, and modifying or maturing them to meet architecture requirements. The results from these assessments and demonstration tests are communicated to government agencies, vendors, industry, and academia to accelerate the development of viable technical solutions. Technology gaps are identified to facilitate government-funded research and development (R&D) efforts.

The DHS mission is focused on identifying and integrating standoff detection technologies for person-borne (PB) and vehicle-borne (VB) IEDs in unstructured crowds at national special security events, such as presidential inaugurations, national political conventions, celebrations, and athletic events. JIEDDO, which joined DHS as a program sponsor in November 2009, has committed to supporting the development and testing of an integrated architecture for standoff screening of unstructured crowds for person-borne IEDs (PBIED). JIEDDO's emphasis is on threats that the U.S. military could encounter in unstructured crowds outside the United States, such as outdoor polling places in Afghanistan and Iraq.

Since 2006, STIDP has been acquiring, adapting, and integrating technology solutions to assess the viability of a conceptual architecture. An early activity was forming the Interagency Standoff Explosives Detection and Defeat (ISEDD) Working Group, an international group of government agencies that provides technical and programmatic input to the STIDP and serves as

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a forum for leveraging investments in standoff explosives research, development, testing, and evaluation (RDT&E).

In parallel with countermeasure development, STIDP established the Standoff Detection Test Bed at the Toyota Center, a 6,000-person multi-purpose venue in Kennewick, Washington. This included securing the support of stakeholders such as venue and city officials and putting all necessary documentation in place, including agreements for privacy protection and human subjects testing.

Based on industry outreach and input from the ISEDD Working Group, commercial technologies for the first-generation initial countermeasure concept, including infrared, millimeter-wave, and video analytics technologies, were selected for evaluation. Significant efforts were undertaken in 2008 to integrate diverse equipment into a system, and to enable operation in the unstructured crowd environment at the Standoff Detection Test Bed.

Operators from the local law enforcement community were trained on equipment use and threat assessment for potential interdiction of individuals based on sensor data, images, and behavior. Program staff conducted statistically designed tests to characterize the performance of this first-generation countermeasure system. These characterization tests were followed by hypothesis-based field tests, where large crowds of people arriving for five hockey games were screened using the countermeasure architecture. Data and other results from the field test were analyzed to evaluate architecture performance and concepts of operations, to identify technology gaps and needs, and to gauge public support. Findings and recommendations were documented for DHS and conveyed to the vendors whose systems were used in the field tests.

During FY-2009, a second-generation architecture concept was developed to address the challenges identified in the field tests. This concept includes sensor sets for improved risk management; a computational platform that integrates, controls, records, displays, and manages diverse sensor systems and sensor data; an object-tracking (OT) module to automate sensor operation; an operator interface to facilitate situational awareness; a threat/asset module to manage sensor assets against perceived threats; and improved decision making via the use of data fusion and decision analysis tools. Detailed system engineering analyses, or "deep dives," were conducted to identify technical alternatives for key modules in this second-generation architecture. Based on these deep dives, responses to nationally publicized Requests for Information, and other industry outreach, STIDP staff selected the most promising solution options. Due diligence was conducted on the top-tier vendors to evaluate the ability of candidate technologies to meet the architecture criteria.

Magnetometers were selected as a potential first-line sensor for area screening. An initial first-line sensor vendor was selected, and technology evaluation is under way to prepare the magnetometer product for testing. Additional magnetometer technologies are also being explored. Due diligence, technology selection, and acquisition are under way for two other modules in the countermeasure architecture: the baseline software suite (BLISS) and object-tracking.

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Industry and stakeholder outreach continue to identify commercial and emerging technologies and motivate industry participation. End User Advisory Committees are being established to ensure that the architecture design will address the diverse range of venue requirements and operations inside and outside of the United States.

The accomplishments described here laid a strong foundation for the FY10 tasks. The tasks, milestones, and deliverables funded in FY10 represent DHS's contribution to the joint program. JIEDDO funds additional work to form the integrated program.

This SOW is issued pursuant to the DOE facility management contract between the Department of Energy (DOE) and the Pacific Northwest National Laboratory (PNNL) for research, testing, evaluation, and/or development activities and pursuant to Section 309(a)(1)(c) of the Homeland Security Act of 2002 (Public Law 107-296) which authorizes DHS to use the DOE national laboratories and sites on a "work for others" basis.

The purpose for this action is to request a change in schedule and cost 395 additional days (13 months) on the Period of Performance (POP) for HSHQPM-10-X-00051 at a cost of \$520,000. This action will extend the POP to December 1, 2012. PNNL requested the change in schedule and cost in order to complete additional tasks for the advancement and integration of facial recognition technologies into the current STIDP platform that is being developed.

## **II. Scope of Work**

This scope of work provides PNNL services to manage and execute the following tasks:

### **1.01 Technical Coordination**

Provide strategic technical coordination support to DHS for the STIDP, and execute the work defined under this SOW, including:

1. Develop and implement integrated program work plans, schedules, and cost estimates that address both DHS and JIEDDO funding and direction.
2. Perform project assessments, and prepare monthly status reports that address the integrated program.
3. Implement corrective actions as required to respond to DHS directions, and/or to resolve project performance issues.
4. Provide project controls, information management, records management, security, contract management, QA, training, and Environmental Safety and Health (ES&H) services for effective, safe, and secure project operations.
5. STIDP will support National Bomb Squad Commanders Advisory Board (NBSCAB) to develop Large Public Events (LPEs) standard operating procedures and technologies to respond to events at LPEs.

### **1.02 Outreach and Communication**

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1. Provide outreach and communication services for the STIDP, including:
2. Manage / maintain the STIDP website
3. Coordinate the ISEDD meetings, and prepare ISEDD briefings / reports
4. Establish and coordinate the Continental United States (CONUS) end-user advisory groups
5. Provide a briefing on the STIDP for the DHS Industry Day for potential standoff technology vendors

#### 1.03 Architecture

Define and plan architecture definition activities, develop and refine the countermeasure architecture for PBIEDs, and initiate development of a VBIED countermeasure architecture, including:

1. Develop and refine the conceptual countermeasure architecture, the countermeasure system architecture, the countermeasure deployment architecture, and CONUS concept of operations (CONOPS)
2. Develop and refine associated functions and requirements for the countermeasure architecture
3. Characterize representative CONUS venues and crowds as input to the architecture and CONOPS development. Focus initial venue characterization efforts on the Standoff Technology Test Bed, and establish criteria and methods for characterization of CONUS venues.
4. Manage the MITRE contract for system engineering services in support of architecture development

#### 1.04 Technology Integration

Define and plan countermeasure technology integration activities, including:

1. Sensor technologies suitable for remote and standoff detection of PBIEDs and VBIEDs
2. BLISS
3. OT technologies
4. Other countermeasure technologies required to implement the system architecture
5. Manage Iconal support to STIDP; focus efforts on definition of test protocols and standoff detection technology catalog for review at ISEDD Working Groups.
6. International Coordination and Technical Assistance to DHS S&T C-IED - in support of S&T EXD, Iconal Technology under management of Pacific Northwest National Laboratory, will undertake the following kinds of activities:

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- Provide coordination between S&T EXD technology RDT&E and international RDT&E efforts, e.g., North Atlantic Treaty Organization (NATO) and relevant national programs.
- Assist S&T EXD in establishing and executing international RDT&E projects and programs in support of its mission
- Provide input into project and program reviews in S&T EXD.
- Carry out technology assessments
- Provide expertise to road-mapping, gap analysis, strategy and planning activities
- Attend selected conferences at the request of S&T EXD and provide reports of relevant highlights
- Proactively assist in identifying and tracking new technologies of relevance to achieve the S&T EXD mission
- Carry out assessments of specific external R&D projects, companies and technologies at the request of S&T EXD
- Provide expertise to support the evaluation of proposals, projects and RDT&E results
- Assist in identifying technical requirements to meet application needs
- Participate as expert in working groups as required.

#### 1.05 Test and Evaluation

Perform countermeasure system integration, and perform test and evaluation (T&E) of potential countermeasure technologies. Testing to include:

1. Perform an integrated demonstration of countermeasure technologies at the Standoff Detection Test Bed
2. Prepare test reports
3. Facilitate countermeasure demonstrations by technology vendors identified by DHS

#### 1.06 Facial Recognition Testing

**PNNL will manage and execute Task 1.06 - Test facial recognition systems for EWA and another vendor at the Standoff Detection Test Bed. PNNL will conduct up to 8 quarterly tests. Up to 6 of these are controlled characterization tests (2-Day) to support EWA's efforts to improve their technology, the 7<sup>th</sup> is to assess EWA facial recognition technology and another vendors' 2-D facial recognition technology in a controlled characterization test (2-Day), and the 8<sup>th</sup> is to test both vendors in a controlled test (2-Day) and a live event field trial (1-Day). PNNL will contribute to the following:**

1. **Coordinate Facilities Access & Setup – Develop user agreements, NDAs, and high level test plans for two vendors. Coordinate testing with the Toyota Center venue management. Conduct a pre-testing planning visit to the Toyota Center Test Bed for each vendor.**

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2. **Prepare Test Plans/Procedures** – For each unique test conducted and for each vendor, PNNL will review the testing requirements with the vendor and cooperatively develop test plans and procedures (or modify those from prior tests as appropriate).
3. **Facilitate 2-Day System Characterization Testing** – Implement vendor-managed tests at the Standoff Detection Test Bed according to the test procedures and test plans developed in task 2. For each test, PNNL will arrange for facilities and walkers, brief vendors on facility safety, and provide the testing infrastructure necessary to implement the test procedures.
4. **Conduct Operational Assessment (Field Trial)** – PNNL will conduct three days of testing to include 1 day of pre-test setup & dry-runs, 1 day of controlled characterization tests with designated walkers, and 1 day for a live event, which will include walkers and patrons approaching the Test Bed. PNNL will work with two vendors to finalize the test objectives, develop the test plans, procedures and the schedule. PNNL will be trained on the vendor systems and operate them during the testing.

### III. Key Milestones and Deliverables

Program Element	Milestones/Deliverables
1.01 Technical Coordination (Previously Funded)	<ol style="list-style-type: none"> <li>1. Monthly integrated program status reports, due by the 15<sup>th</sup> of the following month.</li> <li>2. Updated Integrated Program Execution Plan to reflect FY-11 activities, by 11/15/10.</li> </ol>
1.02 Outreach and Communications (Previously Funded)	<ol style="list-style-type: none"> <li>1. ISEDD meetings in <b>March, July, and November 2010 and March 2011.</b></li> <li>2. STIDP Briefing for DHS Industry Day in <b>May 2010.</b></li> </ol>
1.03 Architecture (Previously Funded)	<ol style="list-style-type: none"> <li>1. Countermeasure system requirements summary – <b>3/30/10</b></li> <li>2. VBIED conceptual countermeasure architecture description – <b>6/30/10</b></li> <li>3. Reference crowd descriptions – <b>8/31/10</b></li> <li>4. Update the PBIED conceptual countermeasure architecture – <b>10/15/10</b></li> <li>5. PBIED countermeasure system architecture description – <b>2/18/11</b></li> <li>6. Draft PBIED Lexicon – <b>6/30/10</b></li> <li>7. Draft VBIED Lexicon – <b>10/29/10</b></li> </ol>
1.04 Technology Integration	<ol style="list-style-type: none"> <li>1. Produce test protocols analysis document – <b>3/30/10</b></li> </ol>

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Program Element	Milestones/Deliverables
(Previously Funded)	<ol style="list-style-type: none"> <li>2. Complete BDS magnetometer testing – <b>4/30/10</b></li> <li>3. Complete planning for second round of sensor testing – <b>5/14/10</b></li> <li>4. Recommend standoff technologies for T&amp;E / integrated PBIED demonstration – <b>6/30/10</b></li> <li>5. Produce a test protocol development roadmap – <b>8/30/10</b></li> <li>6. Recommend technologies for T&amp;E / integrated VBIED demo – <b>3/15/11</b></li> <li>7. Iconal Technologies support to S&amp;T EXD: Written reports/working papers – Due dates: As required Monthly Program Report, no later than 8 days after month's end Final Technical Report, no later than 30 months after award</li> </ol>
1.05 Test & Evaluation (Previously Funded)	<ol style="list-style-type: none"> <li>1. Initiate the counter measure integrated demonstration – <b>10/15/10</b></li> <li>2. Produce draft test protocols for scoping tests for current standoff detection technologies – <b>11/15/10</b></li> <li>3. Issue integrated demonstration quick-look report – <b>12/15/10</b></li> <li>4. Produce proposed test protocol standards for current standoff detection sensors – <b>2/15/11</b></li> <li>5. Issue integrated demonstration test report – <b>3/15/11</b></li> </ol>
1.06 Facial Recognition Testing (Funded by this action)	<ol style="list-style-type: none"> <li>1. Field Trial Final Report – High level summary of system performance based on Pd, Pfa, and other quantifiable or reportable outputs produced by the vendor systems – <b>11/15/12</b></li> </ol>

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## IV. Project Timeline

A summary of the tasking timeline is provided below.

DHS STIDP Level 0 Schedule	DHS SOW	02/01/10 12:20															
Activity Name		2010						2011									
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
<b>DHS STIDP Level 0 Schedule</b>																	
<b>Technical Coordination</b>																	
Prepare Monthly Reporting (Due 15th of Following Month)																	
Update Integrated Program Execution Plan																	
<b>Outreach and Communications</b>																	
Prepare for March 2010 ISEDD																	
Conduct March 2010 ISEDD																	
Prepare for July 2010 ISEDD																	
Conduct July 2010 ISEDD (Date TBD)																	
Prepare for November 2010 ISEDD																	
Conduct July November ISEDD (Date TBD)																	
Prepare for March 2011 ISEDD																	
Conduct March 2011 ISEDD (Date TBD)																	
Prepare STIDP Briefing for DHS Industry Day																	
<b>Architecture</b>																	
Prepare Countermeasure System Requirement Summary																	
Prepare VBIED Conceptual Countermeasure Architecture Description																	
Prepare Reference Crowd Descriptions																	
Update the PBIED Conceptual Countermeasure Architecture																	
Prepare PBIED Countermeasure System Architecture Description																	
Prepare Draft PBIED Lexicon																	
Prepare Draft VBIED Lexicon																	
<b>Technology Integration</b>																	
Produce Test Protocols Analysis Document																	
Complete BDS Magnetometer Testing																	
Complete Planning for Second Round of Sensor Testing																	
Recommend Standoff Technologies for T&E/ Integrated PBIED Demo																	
Produce a Test Protocol Development Roadmap																	
Recommend Technologies for T&E/ Integrated VBIED Demonstration																	
<b>Test and Evaluation</b>																	
Prepare for Countermeasure integrated Demo																	
Initiate Countermeasure Integrated Demo																	
Produce Draft Test Protocols for Scoping Tests for Current Technologies																	
Issue Integrated Demonstration Quick-Look Report																	
Produce Proposed Test Protocol Standard for Current Standoff Sensors																	
Issue Integrated Demonstration Test Report																	

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Activity Name	Original Duration	Start	Finish	2011					2012				
				Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>DHS Facial Recognition Testing</b>	770	10/01/10	11/08/12										
<b>Facial Recognition Testing</b>	770	10/01/10	11/08/12										
DHS Funding for Facial Recognition (FR) Testing Received and Approved	0	10/01/10											
Prepare for and Support FR Controlled Characterization Test-1 (EWA)	63	10/01/10	01/04/11										
Prepare for and Support FR Controlled Characterization Test-2 (EWA)	63	01/05/11	04/01/11										
Prepare for and Support FR Controlled Characterization Test-3 (EWA)	63	04/04/11	06/30/11										
Prepare for and Support FR Controlled Characterization Test-4 (EWA)	63	07/01/11	09/29/11										
Prepare for and Support FR Controlled Characterization Test-5 (EWA)	63	09/30/11	01/03/12										
Prepare for and Support FR Controlled Characterization Test-6 (EWA)	63	01/04/12	03/30/12										
Prepare for and Support FR Controlled Characterization Test-7 (EWA+ Vendor)	63	04/02/12	06/28/12										
Prepare for and Conduct FR Controlled Test-8 (EWA+ Vendor)	63	06/29/12	09/27/12										
Prepare Field Trial Final Report	30	09/28/12	11/08/12										
Field Trial Final Report Complete	0		11/08/12										

## V. Other Contract Details

1. **Place(s) of Performance.** For the purposes of Article 5 of the terms and conditions of this IA, the work described in the SOW shall be performed at the PNNL offices and laboratories located in Richland, WA. Test and evaluation activities may be conducted at other DHS and/or DOE laboratories and appropriate test locations, including operating facilities, such as convention centers or rail stations.
2. **Period of Performance.** For the purposes of Article 3 of the terms and conditions of this IA, the period of performance is for 30 months from the date of execution of the original IA. DHS may give subsequent extension notices to PNNL/DOE in writing for further performance in accordance with the terms of this approved SOW.
3. **Funding Requirements.**
  - (a) For the purposes of Article 4a. of the terms and conditions of this IA, the estimated cost over the term of the period of performance is \$3,549,800 (original cost of (b) (4) and facial recognition cost of an additional (b) (4)).
  - (b) For the purposes of Article 4b. of the terms and conditions of this IAA, DHS obligates \$3,549,800 for performance of this IAA until 30 (original POP through 06/01/11 and facial recognition POP of an additional 18 months) months after contract award date.
4. DHS will provide funding in accordance with DHS's appropriations and available funds pursuant to the estimated costs allocation outlined below:

Program Element / Project	Program Element Funding	Labor	M&S	Capital Equipment	Travel	Indirect

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<b>1.01 Technical Coordination</b>	(b) (4)
<b>1.02 Outreach and Communication</b>	
<b>1.03 Architecture</b>	
<b>1.04 Technology Integration</b>	
<b>1.05 Test and Evaluation</b>	
1.06 Facial Recognition Testing	
<b>Totals</b>	

5. **DHS Furnished Information and Property.** DHS information and property will be provided to PNNL as required to perform the scope of work described herein. DHS will notify PNNL of any special handling requirements prior to transfer of the information and property. Unless otherwise instructed by DHS, DOE shall retain all information and property provided by DHS consistent with DOE and DHS standard terms and conditions. (See paragraph 9 Property Disposition in the Standard Terms and Conditions.)

## VI. Special Requirements

1. Personnel provided by PNNL will have the skills and technical background necessary to successfully complete the tasks described in this SOW.
2. **Deliverables.** PNNL will provide all deliverables identified in this SOW directly to the DHS S&T Contracting Officer's Technical Representative (COTR) and the DHS S&T Contracting Officer with a copy of the transmittal letter to the Financial Analyst. Status reports should be delivered to the DHS S&T COTR, DHS S&T Explosives Business Operations Manager, and the DHS S&T Financial Analyst as outlined in section 1.04 of the Milestone/Deliverables chart.
3. **Travel.** Travel to DHS headquarters, DHS contractor's facilities, test and evaluation sites, or other national laboratories will be required in performance of these duties. Foreign travel may be necessary to plan joint test and evaluation programs. The DHS Director and the DHS S&T Special Assistant for International Policy must approve all foreign travel in advance.
4. **Invoices.** PNNL will deliver a monthly invoice to ST.Invoicing@hq.dhs.gov on the 15<sup>th</sup> day of each month.
5. **Security Requirements.**

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- a. All work performed under this SOW is unclassified unless otherwise specified by DHS.
- b. If classified work is required under this SOW, DHS will provide specific guidance to PNNL as to which work will be conducted in a classified manner and at which classification level. If such guidance is not developed, PNNL will use existing and relevant DOE classification guidance. The current guidance is DHS S&T Explosives Research and Development Security Classification Guide DHS SCG S&T-006, current copy Jan 08, signed by Cohen 29 Feb 08.

## VII. Points of Contact

The DOE Point of Contact (POC) is:

Genice Madera  
U.S. Department of Energy, Pacific Northwest Site Office  
P.O. Box 350  
Richland, WA 99352  
Tel: (b) (6)  
Fax: 509-372-4038  
(b) (6)

The PNNL Points of Contact are as follows:

**PNNL Technical POC**  
Nick Lombardo  
P.O. Box 999 MS K6-50  
Richland, WA 99352  
Tel: (b) (6)  
Cell: (b) (6)  
Fax: 509-375-4995  
(b) (6)

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**PNNL Resource POC**  
Lisa Glaspell  
P.O. Box 999 MS K6-50  
Richland, WA 99352

(b) (6) (office)  
(509) 375-6562 (fax)

(b) (6)

**PNNL Financial POC**  
Pamela Cummings  
PO Box 999 MS K8-41  
Richland, WA 99352

Tel: (b) (6)  
Cell: (b) (6)  
Fax: 509-372-60550

(b) (6)

PNNL may change the individual designated as a POC upon notice to DHS S&T and DOE contracting officer of such change.

The DHS POCs are as follows:

**DHS S&T COTR**

Joe Foster  
S&T EXD – STOP 0206  
Department of Homeland Security  
245 Murray Lane  
Washington, D.C. 20528-0206

Tel: (b) (6)  
Fax: 202-254-5393

(b) (6)

**DHS S&T Explosives Business Operations Manager**

Wallicia Tapscott  
S&T EXD – STOP 0206  
Department of Homeland Security  
245 Murray Lane  
Washington, D.C. 20528-0206

Tel: (b) (6)  
Fax: 202-254-5395

(b) (6)

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**DHS S&T Financial Analyst**  
Omar Canales  
Contractor in Support of:  
Department of Homeland Security  
S&T SBD – STOP 0214  
245 Murray Lane  
Washington, D.C. 20528-0214  
Tel: (b) (6)  
Fax: 202-254-5392  
(b) (6)

**DHS S&T Invoicing**  
U.S. DHS, ICE  
Attn: S&T EXD Invoice  
Burlington Finance Center  
P.O. Box 1000  
Williston, VT 05495-1000  
[ST.Invoicing@hq.dhs.gov](mailto:ST.Invoicing@hq.dhs.gov)

DHS S&T may change the individual designated as a POC upon notice to PNNL and the DOE contracting officer of such change.

## **VI. Applicable Documents**

None.

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***Department of Homeland Security (S&T)  
Standard Terms and Conditions for a  
Reimbursable Work Agreement with the  
Department of Energy***

**Standard Terms and Conditions**

1. **Servicing Agency.** For the purposes of the interagency agreements (IAAs) for the Science and Technology Directorate (S&T) of the Department of Homeland Security (DHS), reference to the "Servicing Agency" means Department of Energy (DOE) and, when appropriate, DOE's component organization the National Nuclear Security Administration (NNSA). DHS S&T is directing its IAAs to DOE, not the facility management contractors. The work described in the attached Statement of Work (SOW) will be performed for the Department of Homeland Security, pursuant to

- § 309(a)(1)(C) of the Homeland Security Act of 2002, Pub. L. 107-296 (116 Stat. 2135 (2002)),
- Memorandum of Agreement between DOE and DHS (February 28, 2003), and
- DOE Order 484.1, *Reimbursable Work for the Department of Homeland Security* (August 17, 2006), including its attachments.

Performance of work described in the attached SOW will be conducted under the terms and conditions of the DOE facility management contract number DE-AC05-76RL01830 (facility management contract). DHS acknowledges that DOE facility management contractors are prohibited from performing reimbursable work that conflicts with the terms and conditions (T&Cs) of the facility management contract. DOE acknowledges that these T&Cs do not conflict with DOE-approved facility management contract T&Cs. In the case of conflict between these T&Cs and the facility management contract, the facility management contract prevails.

2. **Statement of Work.**

- a. The SOW negotiated between DHS and the DOE facility management contractor is included as an attachment.
- b. Changes and/or modifications to this Agreement shall be in writing and approved by the cognizant DHS Contracting Officer and DOE Contracting Officer. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement.
- c. The DHS S&T Technical Representative identified in the Points of Contact section of this agreement is responsible for the technical administration of this Agreement. The DHS S&T Technical Representative is not authorized to make any changes that impact the cost, schedule or performance of this Agreement without a properly executed change or modification to this Agreement in accordance with paragraph b above.

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- d. DHS and DOE recognize that certain communications and direction between the DHS and the DOE facility management contractor to meet the requirements identified in the attached SOW may occur. DHS acknowledges that direction to DOE facility management contractors will be limited to day-to-day decisions directly related to performance of work identified in the attached DOE-approved SOW. DHS and the facility management contractor may discuss changes to the requirements in the SOW that modify the scope, cost, or delay delivery of the product, however, any such changes must be approved in writing by the cognizant DOE contracting officer.

**3. Period of Performance.** The period of performance negotiated between DHS and the DOE facility management contractor for the IA is specified in the attached SOW. The period of performance starts on the date of execution of the IA by both the DHS and the DOE contracting officers. The end date is identified in the attached SOW and the funding document.

**4. Financial Terms.**

- a. Estimated cost. The estimated cost for the performance of the work is described in the attached SOW (estimated cost includes, among other things, all direct and indirect costs). The costs charged to DHS will be the same as the costs that would have been charged to DOE for the performance of the work. DHS reimbursable work is performed on a full cost recovery basis. DHS shall be responsible for all costs required to restore the work site environment to its prior form or previous condition after all DHS work under this IA is completed.
- b. Amount Obligated. DHS obligates the total dollar amount identified in the IA for the performance of work described in the SOW. Full funding shall be provided for work to be completed within one fiscal year. For work that transcends fiscal years, full funding for the remainder of the current fiscal year plus the first three months of the following fiscal year is required. DHS may request the DOE Contracting Officer (CO) approve an exception to full funding requirement on a case-by-case basis. To the extent that this obligation is less than the total estimated cost, DOE shall ensure facility management contractors provide sixty (60) days notice of the need for additional DHS funds for continuation of the work. DOE facility management contractors will perform work and incur costs only when funding for the requirements described in the SOW has been provided by DHS. In the absence of such funding, work on this DHS project will cease.
- c. Billing Instructions. DHS reimbursement of costs incurred in the performance of work described in the SOW will be made via the U.S. Treasury Inter-government Payment and Collection System (IPAC).
- d. Laboratory Directed Research and Development (LDRD). LDRD costs shall be identified and charged in accordance with the DOE/DHS MOU and DOE policies and procedures delineated in DOE Order 484.1.

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Attachment 4 of DOE Order 484.1, Reimbursable Work for the Department of Homeland Security states, "The following language must be included in each DHS funding acceptance document "Consistent with the Department of Energy's (DOE's) full cost recovery policy, DOE collects, as part of its standard indirect cost rate, a laboratory-directed research and development (LDRD) cost. Based on the amount of funds accepted for this project, \$ \_\_\_\_\_ represents an estimated amount that will be used for LDRD efforts. DHS agrees that LDRD efforts provide opportunities in research that are instrumental in maintaining cutting-edge science capabilities that benefit all of the customers at the laboratory. In addition, DOE manages its LDRD program in a manner that will demonstrate that LDRD activities support DHS mission areas commensurate with the funding provided by DHS. In providing funds to DOE to perform this work, DHS anticipates that such activities will support the missions of DHS and will be consistent with appropriations acts that provide its funds."

5. **Place of Performance.** The cognizant DOE Contracting Officer will authorize performance of the work at the DOE facility described in the SOW. If the work is to be performed at multiple sites under the IA, the DHS has specifically identified in the attached SOW what work will be performed at each site.

6. **Travel.** Domestic travel costs required to perform this work will be reimbursed consistent with the T&Cs of the DOE facility management contract. DOE will provide 30-day advance notification for all foreign travel to DHS and obtain the S&T Technical Representative's approval prior to approving travel.

7. **DHS-Furnished Information and Property.**

- a. DHS will provide to DOE any DHS information, materials, or forms that are unique to DHS to support tasks under the IA. Such forms and other documentation (e.g., approval requests for foreign travel) may require input from the DOE and/or the DOE facility management contractor. This information is considered part of the DHS Reimbursable Work agreement and of a routine nature (i.e., not overly burdensome or resource-intensive and consistent with regular DOE requirements). However, costs for unusual, non-routine, or resource-intensive transactions (in excess of regular DOE requirements) specified in the attached SOW or subsequent to the work being approved will be reimbursed by DHS.
- b. The DHS S&T Technical Representative identified in the IA will be the point of contact (POC) for identification of any required information to be supplied by DHS.
- c. DHS-Furnished Property. DHS will provide property to DOE only when specifically identified in the IA or modification to this IA subsequent to approval of the IA.

8. **Acquisition of Property under the IA**

- a. DOE is authorized to purchase all property specifically identified in the SOW.

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- b. DOE may acquire property not identified in the SOW when cost are less than \$5,000 and the acquisition is required in the performance of the work under the IA. All property acquisitions in excess of \$5,000 shall be identified in the SOW.
- c. DOE shall obtain written approval of the DHS S&T Contracting Officer prior to purchasing any property not identified in the SOW with associated costs in excess of \$5,000.
- d. Property costing \$5,000 or more shall upon its purchase become the property of DHS. Such items will be accounted for in accordance with DOE approved property accountability procedures used by the DOE facility management contractor in the performance of DOE work.

9. **Property Disposition.** The DHS Contracting Officer shall provide written instructions to DOE regarding the disposition of property that costs \$5,000 or more and sensitive property (see DOE Order 580.1) regardless of value. DHS will reimburse the costs of property disposition or pay transportation costs to a DHS facility. DOE will retain ownership or dispose of property (except sensitive property) costing less than \$5,000 according to the procedures approved by DOE for use by the DOE facility management contractor.

10. **Deliverables.**

- a. Program Status Report: The DOE facility management contractor will provide program status reports to the DHS consistent with direction provided in the SOW. Reports should be provided to the DHS CO, S&T Technical Representative and DHS S&T Resource Manager and contain metrics pertaining to financial, schedule, and performance information, risk information, a summary of expected deliverables and milestones for the effort, and an assessment of performance of all work performed under the IA.
- b. All other deliverables identified in the attached SOW will be sent directly to the DHS S&T Technical Representative, with a copy of the transmittal letter to the DOE and DHS Contracting Officers (the executing authorities for the IA).

11. **Acceptance Criteria.** Deliverables shall be subject to testing, review, and acceptance by DHS to verify that each deliverable satisfies DHS's applicable acceptance criteria. The DOE facility management contractor will perform the IA work in a manner consistent with its subject matter expertise. "Acceptance Criteria" mean the criteria developed by DHS to determine whether a deliverable is ready for acceptance by DHS and may include, without limitation, requirements that the applicable deliverable: (i) has been completed and delivered/achieved according to the SOW; (ii) meets or exceeds the identified requirements in the SOW, including but not limited to technical specifications and performance standards; and (iii) complies with such other criteria as may be developed and agreed on by DHS and DOE. DHS will identify in the attached SOW any Acceptance Criteria specific to the IA requirements.

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12. **Correction of Nonconformities.** If a deliverable fails to meet the Acceptance Criteria (each failure will be referred to as a "Nonconformity"), the DHS CO will provide written notification to the DOE of such failure. Upon receiving such notice, DOE will inform DHS in writing of the costs and proposed actions to mitigate the nonconformity. Corrective actions will not be undertaken until DHS provides approval in writing on what actions are to be taken and provides funding to support such actions. The corrected Nonconformity will be delivered to DHS, which will then confirm in writing whether the redelivered deliverable satisfies the applicable Acceptance Criteria. The process described in this paragraph may be repeated until all Nonconformities are corrected and the deliverable satisfies the IA Acceptance Criteria or until either party determines that continued efforts would be unsuccessful. DHS will reimburse DOE for all costs associated with these corrective actions.

13. **DOE Facility Contractor's Performance.** As requested, annually and at completion of performance, DHS shall provide the DOE Contracting Officer with a written evaluation of the DOE facility management contractor's performance.

14. **Security Requirements.**

- a. All work performed under the IA is unclassified unless otherwise specified by DHS.
- b. Performance of work under the IA may require access by DOE and/or DOE's facility management contractor to information that is sensitive but unclassified, e.g., Official Use Only or other designations that can qualify as Freedom Of Information Act exemptions and/or classified (e.g., Confidential, Secret, or Top Secret, and if classified, at categories of National Security Information, Restricted Data, or Formerly Restricted Data). If sensitive but unclassified or classified work is required under the IA, DHS will provide specific guidance to DOE as to which work will be subject to treatment as sensitive but unclassified and/or classified and at which classification level. If DHS guidance appears to conflict with DOE or other applicable Government guidelines, DHS and DOE will negotiate the treatment of the data in a manner that best satisfies the requirements of both agencies, and DOE will assure the facility management contractor will adhere to the result.

15. **Intellectual Property.**

- a. The work described in the SOW is sponsored by DHS. The intellectual property rights under this agreement, including rights to patents conceived or first reduced to practice or the rights in scientific and technical data or computer software first produced, including the right to assert copyright, are governed by the DOE facility management contract. The additional conditions listed below are necessary to assure that those intellectual property rights are exercised in consonance with the programmatic objectives of the DHS sponsorship of the work under this agreement.
- b. In authorizing the facility management contractor to perform work under the IA, DOE shall require that any publication of scientific and technical data or computer software *first produced* under this agreement will contain the following legend or equivalent reflecting DHS sponsorship of the work:

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“The Department of Homeland Security sponsored the production of this material under DOE Contract Number XXXX for the management and operation of Pacific Northwest National Laboratory.”

- c. Where the terms of the DOE facility management contract require DOE authorization, DOE will not authorize the facility management contractor to retain or exercise any intellectual property rights not specifically granted under the DOE facility management contract, such as the right of the facility management contractor to assert its copyright in scientific or technical data or computer software *first made or produced* under this agreement, without consulting with and receiving the concurrence of the DHS Intellectual Property Counsel, specified below, or his/her designee. This requirement does not affect the right of the facility management contractor to assert copyright in scientific and technical journals as provided under the DOE facility management contract.
- d. The DOE facility management contract provides that the facility management contractor shall not include in any items delivered to the Government material that is copyrighted by third parties without the prior approval of DOE, unless such material is subject to the contractually specified Government license. DOE shall not approve any such request under the IA without consulting with and receiving the concurrence of the DHS Intellectual Property Counsel or his/her designee.
- e. In authorizing the DOE facility management contractor to perform the work described in the SOW, DOE shall require that, whenever the facility management contractor makes a request to DOE relating to intellectual property matters or provides invention disclosures, the facility management contractor provide a copy of all such requests or invention disclosures to the DHS Intellectual Property Counsel.
- f. The facility management contractor’s merely providing copies of requests or invention disclosures to DHS Intellectual Property Counsel, as provided in paragraph 14c., d., or e., does not in any way obviate the obligations of the facility management contractor to make invention disclosures, submit requests for permission to assert copyright, or provide any other intellectual property notices or requests to DOE Patent Counsel pursuant to the terms and conditions of the DOE facility management contract.
- g. DHS Intellectual Property Counsel:

Assistant General Counsel for Intellectual Property  
Department of Homeland Security  
245 Murray Lane  
Washington, D.C. 20825

Or (b) (5)

## 16. Termination.

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a. The IA may be terminated by mutual agreement of DOE and DHS, documented in a bilateral modification. The IA may also be unilaterally suspended by either party upon 30 days' advance written notice to the other party. In the event of a termination of this Agreement, no future work may be performed against it. Incurred costs and associated termination costs, including payment for any outstanding commitments related to the SOW shall be paid by DHS. After payment of those costs, DOE shall return any remaining funds to DHS.

b. Upon termination, DOE will assure that the facility management contractor provides all completed deliverables and the most current version of data relating to any incomplete deliverables. DOE will provide DHS with an accounting of the IA costs and any termination costs.

**17. Points of Contact.**

- a. The DOE Contracting Officer is the executing authority for the IA on behalf of DOE.
- b. The DOE point of contact for a DHS reimbursable agreement shall be identified in the attached statement of work.
- c. DOE will notify DHS of any changes to the Contracting Officer executing this agreement. DOE will identify other points of contact as necessary.
- d. Except for Intellectual Property Counsel as provided above under paragraph 14(g) of the standard terms and conditions, the DHS POCs are as follows:
  - DHS-S&T Technical Representative – this person is identified in the attached SOW.
  - DHS-S&T Resource Manager – this person is also identified in the attached SOW.
  - DHS-S&T Contracting Officer – this person is the executing authority for this IA on behalf of the Requesting Agency.

DHS S&T may change the individuals designated as these POCs upon written notice to DOE of such a change.



**U.S. Department of Justice**  
Drug Enforcement Administration  
FOI/Records Management Section  
8701 Morrisette Drive  
Springfield, Virginia 22152

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**JUN 14 2013**

Case Number: 12-00524-F

Subject: REQUESTING INFORMATION REGARDING DEA'S PURCHASE OF THE  
EBLASTER SOFTWARE FROM SPECTORSOFT CORPORATION

Ginger P. McCall  
Electronic Privacy Information Center  
1718 Connecticut Avenue NW, Suite 200  
Washington, DC 20009

Dear Ms. McCall:

This letter responds to your Freedom of Information/Privacy Act (FOI/PA) request dated September 19, 2012, addressed to the Drug Enforcement Administration (DEA), Freedom of Information/Privacy Act Unit (SARF), seeking access to information regarding the above subject.

In your letter, you requested a waiver of duplication fees. Please be aware that when a fee waiver is considered, the Department of Justice (DOJ) policy (28 C.F.R. § 16.11(k)) requires that we apply six factors to determine whether fee waiver is warranted for a request. Based on Factor (4) we have determined that it is highly unlikely that disclosure of the requested records would significantly increase the public's understanding of government operations or activities. For Factors (5) and (6), there is no indication that you are a commercial requester. Therefore, your request for a fee waiver has been denied. While the DEA has denied you a fee waiver, no duplication fees will be assessed for your request.

The processing of your request identified certain materials that will be released to you. Portions not released are being withheld pursuant to the Freedom of Information Act, 5 U.S.C. § 552, and/or the Privacy Act, 5 U.S.C. § 552a. Please refer to the list enclosed with this letter that identifies the authority for withholding the deleted material, which is indicated by a mark appearing in the block next to the exemption. An additional enclosure with this letter explains these exemptions in more detail. The documents are being forwarded to you with this letter.

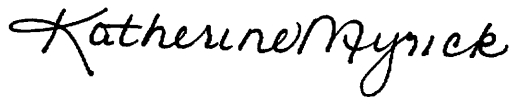
For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. § 552(c) (2006 & Supp. IV 2010). The response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.



If you are not satisfied with the response to this request, you may administratively appeal by writing to the Director, Office of Information Policy, United States Department of Justice, Suite 11050, 1425 New York Avenue, NW, Washington, DC 20530-0001, or you may submit an appeal through OIP's eFOIA portal at <http://www.justice.gov/oip/efoia-portal.html>. Your appeal must be received within sixty (60) days from the date of this letter. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal."

If you have any questions regarding this letter, you may contact FOI Specialist Linda T. Johnson on 202-307-4181.

Sincerely,



Katherine L. Myrick, Chief  
Freedom of Information/Privacy Act Unit  
FOI/Records Management Section

Enclosures

Number of pages withheld: 04

Number of pages released: 12

Number of pages referred: 00

Number of pages consulted: 00

**APPLICABLE SECTIONS OF THE FREEDOM OF INFORMATION AND/OR PRIVACY ACT:**

<b>Freedom of Information Act</b> 5 U.S.C. 552			<b>Privacy Act</b> 5 U.S.C. 552a	
<input type="checkbox"/> (b)(1)	<input type="checkbox"/> (b)(5)	<input type="checkbox"/> (b)(7)(C)	<input type="checkbox"/> (d)(5)	<input type="checkbox"/> (k)(2)
<input type="checkbox"/> (b)(2)	<input checked="" type="checkbox"/> (b)(6)	<input type="checkbox"/> (b)(7)(D)	<input type="checkbox"/> (j)(2)	<input type="checkbox"/> (k)(5)
<input type="checkbox"/> (b)(3)	<input type="checkbox"/> (b)(7)(A)	<input type="checkbox"/> (b)(7)(E)	<input type="checkbox"/> (k)(1)	<input type="checkbox"/> (k)(6)
<input checked="" type="checkbox"/> (b)(4)	<input type="checkbox"/> (b)(7)(B)	<input type="checkbox"/> (b)(7)(F)		

FREEDOM OF INFORMATION ACT  
SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

- (b)(1) Information which is currently and properly classified pursuant to Executive Order in the interest of the national defense or foreign policy.
- (b)(2) Materials related solely to the internal rules and practices of DEA.
- (b)(3) Information specifically exempted from disclosure by another federal statute.
- (b)(4) Privileged or confidential information obtained from a person, usually involving commercial or financial matters.
- (b)(5) Inter-agency or intra-agency documents which are subject to a privilege, such as documents the disclosure of which would have an inhibitive effect upon the development of policy and administrative direction, or which represent the work product of an attorney, or which reflect confidential communications between a client and an attorney.
- (b)(6) Materials contained in sensitive records such as personnel or medical files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.
- (b)(7) Records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information (A) could reasonably be expected to interfere with enforcement proceedings; (B) would deprive a person of a right to a fair trial or an impartial adjudication; (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy; (D) could reasonably be expected to disclose the identity of a confidential source, including a State, local or foreign agency or authority or any private institution which furnished information on a confidential basis; and, in the case of a record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source; (E) would disclose techniques and procedures for law enforcement investigations or prosecutions or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or (F) could reasonably be expected to endanger the life or physical safety of any individual.

PRIVACY ACT  
SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

- (d)(5) Materials compiled in reasonable anticipation of a civil action or proceeding.
- (j)(2) Material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals.
- (k)(1) Information which is currently and properly classified pursuant to Executive Order in the interest of the national defense or foreign policy.
- (k)(2) Material compiled during civil investigations for law enforcement purposes.
- (k)(5) Investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to an express promise that his identity would be held in confidence, or pursuant to an implied promise of confidentiality if such information was furnished prior to September 27, 1975.
- (k)(6) The substance of tests used to determine individual qualifications for appointment or promotion in Federal Government Service.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER	OMB Estimate Control Number
2. CONTRACT NO. DJD-11-ST-P-0217	3. AWARD/EFFECTIVE DATE 09/22/2011	4. ORDER NUMBER DJD-11-ST-P-0217	5. SOLICITATION NUMBER	PR D-11-ST-0655	1103-0018
7. FOR SOLICITATION INFORMATION CALL: a. NAME Ghazala Shabnam			b. TELEPHONE NUMBER (No collect calls) 703-495-6774	8. SOLICITATION ISSUE DATE	
9. ISSUED BY Drug Enforcement Administration Office of Investigative Technology 10555 Fumace Road Attn: (b)(6) Lorton, VA 22079			10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> 4(A) NAICS: 511210 SIZE STANDARD: D06		
11. DELIVERY FOR DESTINATION UNLESS BLOCK 13 MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERM NET 30	13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (19 CFR 705) <input type="checkbox"/>		
11. DELIVER TO Drug Enforcement Administration Office of Investigative Technology 10555 Fumace Road Attn: STU/Phillip Dimmer Lorton, VA 22079			11. ADMINISTERED BY Drug Enforcement Administration Office of Investigative Technology 10555 Fumace Road Attn: FAC Lorton, VA 22079		
17a. CONTRACTOR/OFFEROR SPECTORSOFT CORPORATION 1555 INDIAN RIVER BLVD., BLDG. B-210 VERO BEACH, FL 32960-7103		17b. FACILITY CODE 969460807	18. PAYMENT WILL BE MADE BY Drug Enforcement Administration Office of Investigative Technology 10555 Fumace Road Attn: FISCAL Lorton, VA 22079		
17a. TELEPHONE NO.			18. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OR SUPPLIERS/ITEM CODE	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DELIVERY DATE: 10/24/2011 Reference Quote: 00001240, Dated 9/6/11  See Continuation Sheet(s) <small>(Use a separate sheet for additional sheets or references)</small>				
26. ACCOUNTING AND APPROPRIATION DATA 2011-2011-SID-ST-2335320-DOM-G2-FLS-23322-T3E-INHT-2335322				25. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA			ARE	ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-6 IS ATTACHED. ADDENDA			ARE	ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT, REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 6) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO TERMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)			30b. CONTRACT OFFICER		
30c. NAME AND TITLE OF SIGNER (Type or print)		30d. DATE SIGNED		31c. DATE SIGNED 09/22/2011	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE REC'D ( <i>YYMMDD</i> )	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 10/2010) BACK

**Section 3 - Contract Clauses**

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**Section 4 - List of Attachments**

*Exhibits and Attachments*

**This Section Is Intentionally Left Blank**

## SIMPLIFIED ACQUISITION CLAUSE MATRIX (COMMERCIAL ITEMS)

Updated through FAC 2005-53 as of August 4, 2011

Purchase Order #: DJDEA-11-ST-P-0217

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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. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>

CONTRACTING OFFICER: Check the appropriate box only for clauses that are applicable to this procurement.	
FAR CLAUSE	CLAUSE TITLE AND DATE
<input type="checkbox"/>	52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
<input type="checkbox"/>	52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
<input type="checkbox"/>	52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
<input type="checkbox"/>	<p>52.209-9 UPDATES OF PUBLICALLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)</p> <p>(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <a href="http://www.ccr.gov">http://www.ccr.gov</a>.</p> <p>(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.</p> <p>(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.</p> <p>(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.</p> <p>(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.</p> <p style="text-align: right;">(End of clause)</p>
<input checked="" type="checkbox"/>	52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUN 2010)
<input type="checkbox"/>	52.212-4 ALT I CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUN 2010) WITH ALTERNATE I (APR 2011)
<input checked="" type="checkbox"/>	<p>52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2011)</p> <p>(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:</p> <p>(1) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).</p> <p style="padding-left: 20px;"><input type="checkbox"/> Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).</p> <p>(2) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).</p> <p>(3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).</p> <p>(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:</p> <p style="text-align: center;">[Contracting Officer check as appropriate.]</p> <p style="padding-left: 20px;"><input type="checkbox"/> (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 253g</u> and <u>10 U.S.C. 2402</u>).</p> <p style="padding-left: 20px;"><input type="checkbox"/> (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251</u> note)).</p> <p style="padding-left: 20px;"><input type="checkbox"/> (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (<i>Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.</i>)</p> <p style="padding-left: 20px;"><input type="checkbox"/> (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (<u>31 U.S.C. 6101</u> note).</p> <p style="padding-left: 20px;"><input type="checkbox"/> (5) <u>52.204-11</u>, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).</p> <p style="padding-left: 20px;"><input type="checkbox"/> (6) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (<u>31 U.S.C. 6101</u> note).</p> <p style="padding-left: 20px;"><input type="checkbox"/> (7) <u>52.219-3</u>, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (<u>15 U.S.C. 657a</u>).</p> <p style="padding-left: 20px;"><input type="checkbox"/> (8) <u>52.219-4</u>, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (<u>15 U.S.C. 657a</u>).</p>

**SIMPLIFIED ACQUISITION CLAUSE MATRIX (COMMERCIAL ITEMS)**  
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Purchase Order #:

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	<p><input type="checkbox"/> (9) [Reserved]</p> <p><input type="checkbox"/> (10)(i) <u>52.219-6</u>, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).  <input type="checkbox"/> (ii) Alternate I (Oct 1995) of <u>52.219-6</u>.  <input type="checkbox"/> (iii) Alternate II (Mar 2004) of <u>52.219-6</u>.</p> <p><input type="checkbox"/> (11)(i) <u>52.219-7</u>, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).  <input type="checkbox"/> (ii) Alternate I (Oct 1995) of <u>52.219-7</u>.  <input type="checkbox"/> (iii) Alternate II (Mar 2004) of <u>52.219-7</u>.</p> <p><input type="checkbox"/> (12) <u>52.219-8</u>, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).</p> <p><input type="checkbox"/> (13)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).  <input type="checkbox"/> (ii) Alternate I (Oct 2001) of <u>52.219-9</u>.  <input type="checkbox"/> (iii) Alternate II (Oct 2001) of <u>52.219-9</u>.  <input type="checkbox"/> (iv) Alternate III (Jul 2010) of <u>52.219-9</u>.</p> <p><input type="checkbox"/> (14) <u>52.219-14</u>, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).</p> <p><input type="checkbox"/> (15) <u>52.219-16</u>, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).</p> <p><input type="checkbox"/> (16)(i) <u>52.219-23</u>, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (If the offeror elects to waive the adjustment, it shall so indicate in its offer).  <input type="checkbox"/> (ii) Alternate I (June 2003) of <u>52.219-23</u>.</p> <p><input type="checkbox"/> (17) <u>52.219-25</u>, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).</p> <p><input type="checkbox"/> (18) <u>52.219-26</u>, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).</p> <p><input type="checkbox"/> (19) <u>52.219-27</u>, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).</p> <p><input type="checkbox"/> (20) <u>52.219-28</u>, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).</p> <p><input type="checkbox"/> (21) <u>52.219-29</u> Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).</p> <p><input type="checkbox"/> (22) <u>52.219-30</u> Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).</p> <p><input type="checkbox"/> (23) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).</p> <p><input type="checkbox"/> (24) <u>52.222-19</u>, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).</p> <p><input type="checkbox"/> (25) <u>52.222-21</u>, Prohibition of Segregated Facilities (Feb 1999).</p> <p><input type="checkbox"/> (26) <u>52.222-26</u>, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p><input type="checkbox"/> (27) <u>52.222-35</u>, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).</p> <p><input type="checkbox"/> (28) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p><input type="checkbox"/> (29) <u>52.222-37</u>, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p><input type="checkbox"/> (30) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).</p> <p><input type="checkbox"/> (31) <u>52.222-54</u>, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)</p> <p><input type="checkbox"/> (32)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(iii)). (Not applicable to the acquisition of commercially available off-the-shelf items).  <input type="checkbox"/> (ii) Alternate I (May 2008) of <u>52.223-9</u> (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p><input type="checkbox"/> (33) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).</p> <p><input type="checkbox"/> (34)(i) <u>52.223-16</u>, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).  <input type="checkbox"/> (ii) Alternate I (Dec 2007) of <u>52.223-16</u>.</p> <p><input type="checkbox"/> (35) <u>52.223-18</u>, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).</p> <p><input type="checkbox"/> (36) <u>52.225-1</u>, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).</p> <p><input type="checkbox"/> (37)(i) <u>52.225-3</u>, Buy American Act—Free Trade Agreements—Israel Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).  <input type="checkbox"/> (ii) Alternate I (Jan 2004) of <u>52.225-3</u>.  <input type="checkbox"/> (iii) Alternate II (Jan 2004) of <u>52.225-3</u>.</p> <p><input type="checkbox"/> (38) <u>52.225-5</u>, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p>
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**SIMPLIFIED ACQUISITION CLAUSE MATRIX (COMMERCIAL ITEMS)**  
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- (39) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (44) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (45) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (46) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (47) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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		<p>(iv) <u>52.222-26</u>, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(v) <u>52.222-35</u>, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>(vi) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>(vii) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.</p> <p>(viii) <u>52.222-41</u>, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(ix) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p><input type="checkbox"/> Alternate I (Aug 2007) of <u>52.222-50</u> (22 U.S.C. 7104(g)).</p> <p>(x) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(xi) <u>52.222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).</p> <p>(xii) <u>52.222-54</u>, Employment Eligibility Verification (Jan 2009).</p> <p>(xiii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.</p> <p>(xiv) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.</p> <p>(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p align="right">(End of clause)</p>
<input type="checkbox"/>	52.229-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
<input type="checkbox"/>	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
CONTRACTING OFFICER: List additional FAR clauses below as needed.		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

The following clauses are also applicable.

CLAUSE	CLAUSE TITLE AND DATE
<input checked="" type="checkbox"/> DEA-2852.232-81	<p><b>RELEASE OF RESIDUAL FUNDS (\$100 OR LESS) (SEP 2004)</b></p> <p>The contractor is advised when submitting the final invoice under this order to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Informational Copy - Final Invoice." If residual funds on the order total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced order have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced order.</p>
<input checked="" type="checkbox"/> DEA-2852.232-82	<p><b>RELEASE OF RESIDUAL FUNDS (GREATER THAN \$100) (SEP 2004)</b></p> <p>If funds greater than \$100 remain on this order after payment of the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this order have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this order. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this order.</p>



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		<p>(i) A Contracting Officer's final determination that a contractor has submitted defective cost or pricing data;                  (ii) Any subsequent change to a final determination concerning defective cost or pricing data pursuant to 15.407-1(d);                  (iii) Any issuance of a final termination for default or cause notice; or Any subsequent withdrawal or a conversion of a termination for default to a termination for convenience.                  (End of Clause)</p>
<input type="checkbox"/>		<p><b>CONTRACTOR PERFORMANCE ASSESSMENT (CLASSIFIED CONTRACT)</b></p> <p>The contractor's performance under this contract will be evaluated at least once per year by the COTR using the Contractor Performance Report Standard Evaluation Form listed as an attachment in Section J. Prior to finalizing any contractor performance assessment, the contractor shall be given a minimum of 30 days to review the report and submit comments, rebutting statements, or additional information. Disagreements between the contractor and the Government performance assessment official will be resolved by the cognizant Contracting Officer, whose decision on the matter will be final. This information will be maintained on file for a period up to three years after expiration of the contract and may be provided to other Federal agencies to be used as source selection information.                  (End of clause)</p>
<input type="checkbox"/>	<p>DEA-PH.0014</p>	<p><b>SECTION 508 COMPLIANCE - DEFINITIVE CONTRACTS &amp; ORDERS (JUL 2008)</b></p> <p>All Electronic and Information Technology (EIT) procured through this vehicle must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable on the Internet at <a href="http://www.section508.gov/index.cfm?fuseAction=content&amp;ID=12">http://www.section508.gov/index.cfm?fuseAction=content&amp;ID=12</a>.                  (End of Clause)</p>
<input type="checkbox"/>	<p>DEA-PH.0016</p>	<p><b>CONTRACTOR PERSONNEL REPORTING REQUIREMENTS (CPRR) (JUNE 2011)</b></p> <p>(a) During the life of the contract, the contractor shall report all personnel assigned to perform under the contract using the "CPRR Excel Spreadsheet Template" available at <a href="http://www.justice.gov/dea/acquisitions_contracts.html">www.justice.gov/dea/acquisitions_contracts.html</a>. The report shall be updated quarterly to include any additions, updates, or changes in status. This information will be maintained by DEA's Office of Security Programs, to ensure compliance with requirements of Homeland Security Presidential Directive 12 (HSPD-12).</p> <p>(b) By the 10<sup>th</sup> of January, April, July, and October, the contractor shall provide the report directly to the <a href="mailto:HSPD-12.Division.Mail@usdoj.gov">HSPD-12.Division.Mail@usdoj.gov</a>.</p> <p>(c) Failure to submit timely updates on the quarterly contractor report will be documented by Security Programs and reported to the Contracting Officer's Technical Representative (COTR) or Contracting Officer for appropriate action and may result in adverse comments to the Contractor Performance Assessment Reporting System (CPARS). CPARS is used by the DEA to record evaluation information into the Past Performance Information Retrieval System (PPIRS). Past performance is one of the assessment tools used by Federal agencies when selecting a contractor for award.</p> <p>(d) In the event of repetitive failures to provide this report, the contract may be terminated for default.                  (End of Clause)</p>
<input type="checkbox"/>	<p>JAR-PGD-08-04A</p>	<p><b>SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE DATA (MAR 2008)</b></p> <p>a. Systems Security</p> <p>The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department Programs or personnel. For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST) DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews. The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:</p> <ol style="list-style-type: none"> <li>1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;</li> <li>2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;</li> <li>3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;</li> <li>4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information</li> </ol>

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		<p>is sensitive information unless designated as non-sensitive by the Department.</p> <ol style="list-style-type: none"> <li>5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 approved product;</li> <li>6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;</li> <li>7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;</li> <li>8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;</li> <li>9. All DOJ data will be removed from contractor-owned laptops upon termination of contract work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter. Confirming certification will be delivered to the CO within 15 days of termination of contractor work.</li> </ol> <p><b>b. Data Security</b></p> <p>By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e. loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.</p> <p><b>c. Personally Identifiable Information Notification Requirement</b></p> <p>The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonable believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.</p> <p><b>d. Pass-through of Security Requirements to Subcontractors</b></p> <p>The requirements set forth in Paragraphs a through c above apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.</p> <p align="center">(End of clause)</p>
<input type="checkbox"/>	<p>JAR-PGD-08-048</p>	<p><b>INFORMATION RESELLERS OR DATA BROKERS (MAR 2008)</b></p> <p>Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it received further instruction from the Department.</p> <p align="center">(End of clause)</p>
<input type="checkbox"/>	<p>JAR-PGD-11-08</p>	<p><b>CERTIFICATION OF OPERABILITY ON SYSTEMS USING THE FEDERAL DESKTOP CORE CONFIGURATION OR THE UNITED STATES GOVERNMENT CONFIGURATION BASELINE (MAY 2011)</b></p> <p>(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC) or the United States Government Configuration Baseline (USGCB). This includes Internet Explorer 7 and 8 configured to operate on Windows XP, Windows Vista, and Windows 7 (in Protected Mode on Windows Vista and Windows 7).</p> <p>For the Windows XP settings, see: <a href="http://csrc.nist.gov/itsec/guidance_WinXP.html">http://csrc.nist.gov/itsec/guidance_WinXP.html</a>.          For the Windows Vista settings, see: <a href="http://csrc.nist.gov/itsec/guidance_vista.html">http://csrc.nist.gov/itsec/guidance_vista.html</a>.          For Windows 7 settings, see: <a href="http://usgcb.nist.gov/usgcb_content.html">http://usgcb.nist.gov/usgcb_content.html</a>.</p> <p>(b) The standard installation, operation, maintenance, updating, and/or patching of software shall not alter the configuration settings from the approved FDCC or USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.</p>

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		<p>(c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. (End of clause)</p>
<input type="checkbox"/>		<p><b>SERVICE CONTRACT ACT WAGE DETERMINATION</b>                  With reference to (c)[1] of clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, this order is subject to the clause 52.222-41, Service Contract Act of 1965 (Nov 2007). The attached wage determination is applicable: Wage Determination No. _____, Dated _____. If the wage determination is not available at the time of award, upon receipt, the Contracting Officer will incorporate it by modification.                  (End of clause)</p>