

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
			1 72

2. CONTRACT (Proc. Inst. Ident.) NO. HSBP1010C00107	3. EFFECTIVE DATE 09/24/2010	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0020059992
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5. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW NP 1310 Washington DC 20229	CODE 7014	6. ADMINISTERED BY (if other than Item 5) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW NP 1310 Washington DC 20229	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State & Zip Code) RAPISCAN SYSTEMS 2805 COLUMBIA ST TORRANCE CA 90503-3804	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES TO THE ADDRESS SHOWN IN: (4 copies unless otherwise specified)	ITEM - See Block 12. 4

CODE 802315069	FACILITY CODE 04HU6
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11. SHIP TO/MARK FOR See Attached Delivery Schedule	CODE	12. PAYMENT WILL BE MADE BY DHS - Customs & Border Protection National Finance Center PO Box 68908 Indianapolis IN 46268	CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT \$24,207,500.00

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

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No fu
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19A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) EXECUTIVE VICE PRESIDENT	20A. (b) (6)
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19C. DATE SIGNED 9/24/2010	20B. BY (b) (6)	20C. DATE SIGNED 9/24/10
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SECTION A SOLICITATION/CONTRACT FORM

SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS

B.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #		UNIT	UNIT PRICE	EXT. PRICE
10	(b) (4)	AU	(b) (4)	(4)
20		AU		
20 cont.				
30		AU		
30 cont.				
40		AU		
40 cont.				
50		AU		
50 cont.				
60		AU		
60 cont.				
70		AU		
70 cont.				
80		AU		
80 cont.				
90		AU		
90 cont.				
100	AU			
100 cont.				
110	AU			
110 cont.				
120	AU			
120 cont.				

Total Funded Value of Award:

\$24,207,500.00

B.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	(b) (4)

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
20	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	(b) (4)
30	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	
40	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	
50	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	
60	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	
70	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	
80	6100.2525USCSGLCS0923100110Z00009437AP06 509032525	
90	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	
100	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	
110	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	
120	6999.3111USCSGLCS0923100110Z00009437AP06 509033111	

B.3 CONTRACT TYPE (OCT 2008)

This is a Firm Fixed Price contract.

[End of Clause]

SECTION C SPECIFICATIONS/SOW/SOO/ORD

C.1 STATEMENT OF WORK

Large-Scale Non-Intrusive Inspection High-Energy Mobile X-Ray System

INTRODUCTION

This Statement of Work (SOW) defines the requirements to acquire Large-Scale Non-Intrusive Inspection (LS-NII) High-Energy Mobile X-Ray System (HEMXRS) for select ports of entry (POEs) of the U.S. Customs and Border Protection (CBP).

Background

CBP officers, in the course of their work examine personnel and cargo seeking entry into the United States. These inspections take place at controlled border ports of entry, and are aimed at detecting items prohibited from import into or export from the U.S. Each day CBP officers use a myriad of NII equipment. NII systems in the mobile configuration will allow short notice relocation to different ports of entry, based on the threat.

Purpose

The purpose of NII systems is to enable CPB to perform effective and efficient non-intrusive Inspection of conveyances, including trailer trucks, railcars, pallets, trailer-mounted cargo containers and other vehicles for contraband, such as illicit drugs, terrorist weapons and currency. These systems may also be used for inspection of smaller vehicles, such as cars, pickup trucks, buses, recreational vehicles, and towed vehicles (e.g., trailers and boats). The systems must be capable of detecting contraband and weapons of mass destruction/weapons of mass effect (WMD/WME) secreted in vehicles, railcars, containers and pallets.

Scope

CBP has a need for improving its inspection of cargo conveyances arriving in the United States at various CBP POEs. Therefore, CBP seeks to procure large-scale NII imaging systems for various POEs, located throughout the United States or as designated by CBP. This SOW defines the tasks necessary to acquire LS-NII HEXMRS to include equipment, installation, testing, verification, documentation, and logistics requirements.

Place of Performance

The Contractor will deliver to and install HEXMRS at the POEs listed in Section F, *FAR 52.211-8, Time of Delivery*. Specific delivery addresses and delivery instructions will be provided to the Contractor by the Contracting Officer's Technical Representative.

Period of Performance

The resulting contract will have a performance period of 18 months from the contract award date.

APPLICABLE DOCUMENTS

Documents cited shall be referenced and used as called for in this Statement of Work/ Performance Specification and the Data Item Descriptions (DIDs).

Commercial standards shall be used wherever practicable and at no time shall safety, quality or performance of equipment be compromised or sacrificed. Alternative and additional standards may be proposed in the detailed design package when a justification is provided that establishes equivalent performance.

Code of Federal Regulations, 10CFR20, (Standards for Protection Against Radiation), 2002 (NRC)
American National Standard for General Radiation Safety, ANSI N43.3 (Installations Using Non-Medical X-Ray and Sealed Gamma-Ray Sources, energies up to 10 MeV), 1993
Code of Federal Regulations, 21CFR179 (Irradiation in the Production, Processing and Handling of Food), 1996 (FDA)
Code of Federal Regulations, 14 CFR108.17 (e), Use of X-Ray Systems (Photographic Film Safety) (FAA)
Code of Federal Regulations, 10CFR71 (Packaging and Transportation of Radioactive Materials), 2002 (NRC)
Occupational Safety and Health Standards (OSHA), 29 CFR 1910, 2004
American National Standard, ANSI N42.35 (Evaluation and Performance of Radiation Detection Portal Monitors for Homeland Security), 2004
American National Standard, ANSI N42.38 (Performance Criteria for Spectroscopy-Based Portal Monitors for Homeland Security), Draft
American National Standard, ANSI N42.41 (Performance Criteria and Evaluation of Active Interrogation Systems for Homeland Security), in development
American Society of Testing and Materials (ASTM), (Performance Standards for CBRNE Sensors), in development
American Society of Mechanical Engineers Standards
NFPA 79, Electrical Standards for Industrial Machinery
ANSI N42.46-2008 American National Standard for Determination of the Imaging Performance of X-Ray and Gamma-Ray Systems for Cargo and Vehicle Security Screening dated 19 August 2008
Federal Highway Administration Pamphlet FHWA-HOP-06-105 Bridge Formula Weights dated August 2006
CBP Information Systems Security Policies and Procedures Handbook HB 1400-05C dated October 18, 2006
DHS-CBP N.25 Version 1.5 (will be provided GFI as requested)

NFPA 70, Recommended Practice for Electrical Equipment Maintenance
DHS and CBP IT security policies, including the guidelines and policies stated in the Department of Homeland Security (DHS) Management Directive (MD) Number 4300.1, titled Information Technology Systems Security; DHS Sensitive Systems Policy Directive 4300A, Information Technology Security Program and the DHS 4300A Sensitive Systems Handbook
DHS personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractor's
Homeland Security and CBP Enterprise Architecture documents and reference models
Federal Information Processing Standards Publication (FIPS PUB) Number 140-2, Security Requirements for Cryptographic Modules
Any future applicable ANSI standards

Order of Precedence

In the event of a conflict between the text of this document and the references cited herein the text of this document shall take precedence. Nothing in this document, however, shall constitute a waiver of compliance to applicable laws and regulations unless a specific exemption has been obtained.

REQUIREMENTS

General Requirements

The NII requirement is for High Density Cargoes. The Contractor shall perform the work necessary to fabricate, integrate, test, install and provide warranty and logistics services, including initial operator training in support of the NII systems. Each NII inspection system shall include elements as defined in this SOW.

Performance Requirements for High-Density Cargoes

Resolution ~~(b) (7)(E)~~

Penetration – (b) (7)(E)

(b) (7)(E)

Contrast Sensitivity – (b) (7)(E)

Throughput – (b) (7)(E)

Image Quality – In addition to achieving the required Penetration, Contrast Sensitivity, and Spatial Resolution, images are to appear clear, have sharp edges, and have an Aspect Ratio that is not compressed.

A built-in capability - to passively detect (in a single pass) the presence of neutron and gamma radiation emissions is desired

(b) (7)(E)

Scan Size – Must be able to display the entire length of the conveyance scanned and its height from the wheel axle to the top.

Real Time Imaging – Real Time Imaging where the image is being displayed during the scan is required.

(b) (7)(E)

Passive Detection – The capability to passively detect gamma and neutron radiation emissions in a single pass is desired.

Material Discrimination – (b) (7)(E)

3.1.1.1 Radioactive Material/ WMD

Radioactive materials and WMD detection and identification performance shall be demonstrated using standard radioactive test sources as described in **table 3 of the ANSI Standard N42.35** as threat surrogates.

Operational Specifications for High Density Cargoes

Mobile System for High Density Cargoes

The Mobile systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.1 of this SOW and shall include the following:

- Mobile platform or Truck
- Detector and Source Boom Assembly
- Imaging System Equipment (i.e., X-ray or Gamma Ray)
- Operator Controls and Displays
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for high density the imaging system shall meet these operational specifications:

Maximum Controlled Operating Area - (b) (7)(E)

Number of operators – (b) (7)(E)

Operational Environment – (b) (7)(E)

Travel Configuration – must be able to travel on highways with a maximum height of 13 ft. 6 inches, and maximum width limited to 8 ft. 6 inches (lights, mirrors, and other required devices may extend an additional 10 inches on each side), and a length of 40 ft. Total weight shall not exceed 80,000 lbs or the vehicle's Gross Vehicle Weight Rating (GVWR) whichever is less.

Radiation Dose shall not exceed 0.05 mR in any one hour for System Operators and for personnel outside the boundary of the Radiation Control Area.

External Power Requirement – Shall be capable of operating on external power that does not exceed 220 VAC, 1 to 3 phase, 150 amps per phase, and 60 hertz. Shall have a surge protector to protect against surges in external or utility power. A 50 ft (100 ft preferred) power cable shall be provided.

Operating Hours – (b) (7)(E)

Maximum target vehicle Size – (b) (7)(E)

Power Requirements – 220 VAC, 1 to 3-phase.

(b) (7)(E)

Mounting Station for a Panasonic Toughbook (Model CF-29) that meets these operational specifications.

- a. Equipment - Mounting Station for Panasonic Toughbook (Model CF-29)
- b. Installation - Installed to allow easy access for Laptop Operation by CBP Officer
- c. Security - Key Lockable Mounting station to prevent theft
- d. Power Requirements - Power Supply for AC Adapter 100V-240V 50/60 Hz

Throughput – (b) (7)(E)

Continuous Scan Capability – (b) (7)(E)

Stationary Scan – A stationary scan capability is desired.

Law Enforcement Lights – Shall be equipped with a set of blue Law Enforcement Lights that when activated, can be seen from both the front and the rear of the unit when the unit is in the road mode, i.e., Boom not deployed. The installation may be fixed or temporary (provided that it can be easily installed and removed). The lights shall be capable of being controlled from the Driver's Cab.

Level Indicator – Shall be equipped with a Level Indicator that shows the tilt (side to side) angle of the unit with the Boom stowed and with the Boom deployed.

3.1.3 Detectors

As part of the NII system, the Contractor shall deliver an array of detectors that are capable of meeting the Performance Specifications as described in this SOW.

3.1.4 Sources

The Contractor shall deliver an imaging source, which may incorporate standard transmission x-ray with or without reflective energy measurement technology or gamma ray source or sources and the source housing designed to best commercial practice.

3.1.5 Imaging System Equipment and Equipment Installation

In accordance with this Statement of Work/ Performance Specification, the Contractor shall deliver a mobile NII System incorporating radiographic measurement technology designed to best commercial practice. However, at no time, shall safety, quality, or performance of equipment be compromised or sacrificed.

3.1.6 Computer Security

(b) (7)(E)



3.1.7 Printed Documents

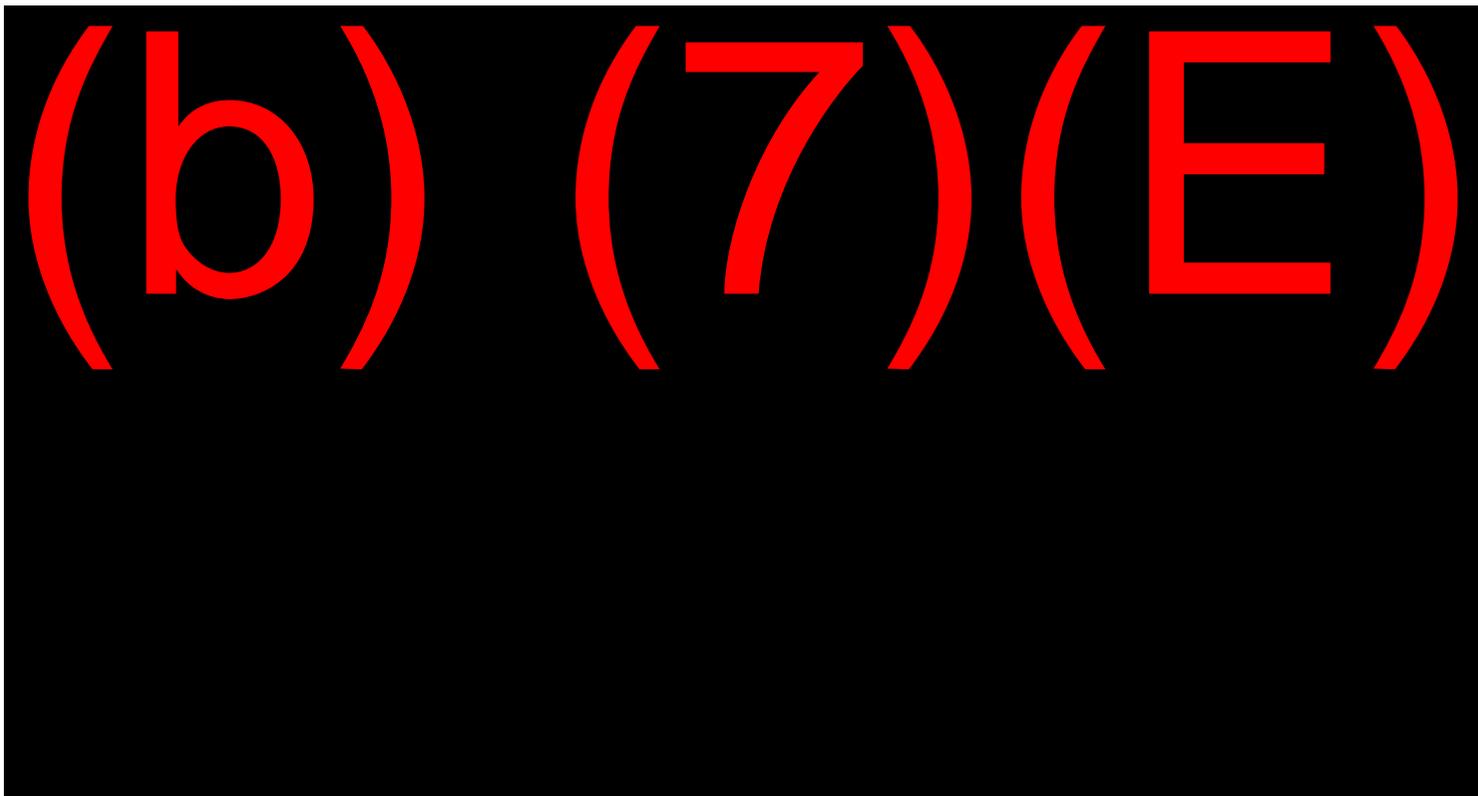
The Mobile LS-NII System shall have the capability of printing all the items of an image Data Set. This is to include the radiographic image, video capture snapshots, notes, and the Data Sheet and/or Manifest if included as part of the Data Set. All printed documents shall have "LAW ENFORCEMENT SENSITIVE" in the header or footer.

3.2 Systems Integration

Integration of NII inspection system equipment and its supporting Subsystems shall be the responsibility of the NII systems Contractor.

3.2.1 Workstation Integration and Interface

The Contractor shall deliver the Workstation and Interface system for a Mobile NII system to include operator console and all operating systems, software, cameras, controls and displays to depict a video and radiographic image of the target.



3.2 Safety Interlocks

The NII system shall be designed to include safety interlocks which will allow an operator to interrupt the scanning process thereby closing the shutter in an emergency or when there is an unauthorized entry inside the systems given footprint.

3.3 Transport Vehicle (Mobile Systems)

In addition to the requirements listed in Paragraph 3.1.4.2 for Mobile Systems, all Transport Vehicles shall meet the following Department of Transportation Federal Highway Administration maximum weight limitations.

Gross Weight – the lesser of 80, 000 lbs, the vehicle's GVWR, or that weight as determined by the Bridge Formula

Single Axle – 20,000 lbs

Tandem Axles – 34,000 lbs for axles closer than 96 inches apart

Three or more Axles – As limited by the Bridge Formula

3.4 Reliability, Availability and Maintainability

Each NII system is expected to have the highest Reliability, Availability and Maintainability achievable for this type of technology. The following are our minimum expectations for these systems.

3.4.1 Basic Reliability Quantitative Requirements

(b) (7)(E)

3.4.1.1 Reliability Predictions

The Contractor shall perform reliability predictions for the NII equipment. The prediction shall assume a constant failure rate for parts. For parts where no failure rate is available, a failure rate shall be estimated and the basis for the estimation shall be stated. Consideration of environmental factors for systems operated outside shall be for mobile equipment. The external ambient temperatures utilized in the reliability prediction shall be based upon the upper and lower operating temperatures of the NII system. These Reliability Predictions will be matched to Measured Reliability during the Warranty Period.

3.4.1.1.1 Reliability Predictions Report

The Contractor shall submit a reliability prediction report as part of their proposal and shall be prepared in accordance with Data Item Description number A002. The Contractor shall identify reliability critical items.

3.4.1.1.2 Classification of Reliability Critical Items

A Critical Item is an identified weak link in a system, has an adverse impact on failures of the system performing its mission, creates potential safety problems, or contributes to other areas of high risk to overall system reliability. The Contractor shall classify all NII items as critical if one or more of the following conditions are satisfied:

Item represents a significant new development or application.

Item has critical failure modes.

Item has history indicating need for improvement. A Preplanned Product Improvement Plan (PPIP) shall be developed and provided by the Contractor for any item with a history of needing improvement.

Item has known operating life, limited shelf life, or environmental sensitivity (e.g., vibration, thermal, etc.) that warrants controlled surveillance.

Item whose failure can result in the failure of the system and which is not compensated by redundancy or alternate operational procedures.

3.4.1.1.3 Control of Reliability Critical Items

The Contractor shall be responsible for the control of critical items, which shall include as a minimum:

Procedures for the procurement of critical items.

Criteria and procedures for the design and redesign of critical items

Procedures for controlling and monitoring of critical items after manufacture (e.g., date coding, traceability, assembly techniques, test requirements, acceptance test requirements, control of sub-contractors' and manufacturers' controls, in-process controls, special handling, and storage requirements).

3.4.1.1.4 Reliability Review

The Contractor shall identify and discuss all aspects of the prime item's reliability features and characteristics.

3.4.2 Availability

The Inherent Availability of the NII system shall be a minimum of 0.97.66 based on the model:

$$A_i = \frac{MTBF}{MTBF + MTTR}$$

Where:

A_i = Inherent Availability

MTBF = Mean Time Between Failures

MTTR = Mean Time To Repair

Inherent Availability is defined as the probability that the NII system, in the ideal NII system environment (i.e., readily available tools, spares, maintenance personnel, etc.) will operate satisfactorily at any point in time when called upon for operation. It excludes scheduled maintenance actions, logistics delay time, and administrative delay time.

3.4.3 Maintainability

3.4.3.1 Maintenance Plan

The Contractor shall provide Maintenance Planning and Supply Support Plan sufficient to allow operation of the NII system throughout its planned life. The overall maintenance strategy is to provide NII system maintenance on three (3) levels: Organizational, Intermediate, and Depot. The Contractor shall provide a complete list of maintenance tasks and recommend the proper level of maintenance required, provide all documentation required, and identify parts required to complete each task.

3.4.3.2 Mean Time to Repair (MTTR)

Inherent to the vendors design the Mean Time to Repair (MTTR) for Large Scale NII systems shall not exceed 24 hours. MTTR is defined as the total time duration from notification of the repair activity until the system is returned to service ready status. The MTTR shall include on-system analysis and diagnostics.

3.4.3.3 Maximum Corrective Maintenance (Unscheduled Maintenance) Time (MCMT)

Inherent to the vendors design the Maximum Corrective Maintenance (Unscheduled Maintenance) Time (MCMT) for Large Scale NII systems shall not exceed 111 hours at the 98.5 percentile. The MCMT shall apply to on-system analysis and diagnostics. MCMT shall be defined as the time required for unscheduled maintenance, excluding administrative time. Administrative time shall include items such as test equipment

assembly time, equipment-not-under-repair warm-up time, travel time to and from the job, reference material acquisition time, training time, quality inspection time, and workload control time.

3.4.3.4 Mean Preventive Maintenance Time (MPMT)

Inherent to the vendors design the Mean Preventive Maintenance Time (MPMT) for Large Scale NII systems shall not exceed 1.0 hours per (b) (7)(E) operating day, cumulative, calculated quarterly. MPMT shall be defined as the time required for unscheduled maintenance, excluding administrative time. Administrative time shall include such items as test equipment assembly time, equipment-not-under-repair warm-up time, travel time to and from the job, reference material acquisition time, training time, quality inspection time, and workload control time.

3.4.3.5 Maintenance Activity

The Contractor shall conduct a Failure Mode Analysis (FMA) and a Level Of Repair Analysis (LORA), perform trade studies and optimize the total operation and maintenance concept and procedures for each configuration of the system. The Contractor shall develop diagnostic, preventive maintenance and repair procedures, and identify repair parts and special tools required to perform maintenance tasks. The Contractor shall provide the information in a Maintenance Manual. For the purposes of the Specification, the following applies: a) Preventive Maintenance consists of those tasks performed at predetermined intervals in accordance with a maintenance schedule to ensure continuous satisfactory operation of the NII system; b) Corrective Maintenance consists of those repair tasks performed at the NII system by maintenance personnel to remedy malfunctions and return the NII system to a fully operable condition. Technicians shall perform all maintenance tasks. No Corrective or Preventive Maintenance shall be designed for performance by CBP Officers and Agents.

3.4.3.5.1 Preventive Maintenance

Preventive Maintenance (PM) tasks shall be identified and provided in the Maintenance Manual by the Contractor to include schedules, MTTR, parts, components, procedures, and systems.

3.4.3.5.2 Corrective Maintenance

Corrective Maintenance (CM) by its nature cannot be scheduled in advance or accurately predicted. The Contractor shall identify all Corrective Maintenance tasks that have occurred in the history of the subject NII device, or a similar device, and maintain a list of such tasks. Corrective Maintenance tasks shall be identified by the Contractor to include MTTR, parts, components and systems and provide all Corrective Maintenance tasks in the Maintenance Manual.

3.4.3.5.3 Extreme Environmental Maintenance Considerations

The Contractor shall identify all environmental conditions within the required operating environment considered extreme. The Contractor shall identify all extreme environmental maintenance tasks required for the operation of the NII systems in extreme environments. The list of tasks shall include MTTR, parts, components, procedures and systems, and they shall be provided in the Maintenance Manual. The environmental conditions list shall be prepared in accordance with Data Item Description number A003 and the list shall be maintained in the Technical Documentation Package for all NII devices throughout its life.

3.4.3.5.4 Hazardous Materials Considerations

The Contractor shall identify all Hazardous Materials in all maintenance tasks in the Maintenance Manual. The list shall include the material description, quantity of the material, disposal instructions, exposure risks, symptoms and treatments. The list shall be prepared in accordance with Data Item Description number A004 and be maintained in the Technical Documentation Package throughout the life of the NII system. The list shall be derived for the Hazardous materials identified in the Code of Federal Regulations, 49CFR172 (Hazardous Materials Table, etc.), 2003 (DOT)

3.5 Site Preparation

The Contractor shall provide to CBP design criteria for surface grade and any other environmental operating limits. The design criteria shall be prepared in accordance with the attached Data Item Description number A005. The Contractor shall identify to CBP their requirements for exterior lighting, phone lines and electrical power for the system. Within 45 days of notification of each site selected for NII system installation, the Contractor shall identify all site-specific facility requirements to CBP. CBP will ensure the assigned site meets these requirements. Upon approval of the site documentation the Contractor shall be responsible for installation of the system if required by the NII configuration.

3.6 System Support Requirements

The following identify the programmatic and logistical requirements for NII Inspection Systems. The Contractor shall prepare Monthly Progress Reports in accordance with the attached Data Item Description number A006.

3.6.1 System Training

Training development and delivery is required for all NII systems and related items produced under this contract. The Training shall consist of procedures for installation, setup, image viewer software, operating and maintaining the NII systems developed or produced as appropriate. Documentation of the Training may include but is not limited to a Training Plan, Outline, Student Guide, Instructor Guide, handout materials and other training aids, "hands on" exercises, a training report, and student evaluations of the training. All training shall be customized to CBP missions and requirements, and provided in accordance with CBP Office of Training and Development criteria. All training documentation shall be incorporated into the Technical Documentation package. The Government shall have full access to all data in the Technical Documentation file for the purposes of maintaining and upgrading the NII system, and training NII system operators and Maintenance Technicians.

In addition, a Train-the-Trainer program shall be delivered to CBP and its approved contract trainers that will certify them as qualified to instruct on the piece of equipment.

Any and all training materials will be used for initial training as well as for follow-on performance and future new operator (attrition) training.

3.6.1.1 Operator Training

The Contractor shall provide on-site training for CBP operator personnel at each site using materials to include classroom instruction, video, and on-the-job training aids. The training shall cover the imaging equipment, transport system operation, normal and emergency systems operations, image interpretation, and operator console operations. Training shall also include all items contained in the System User's Manual. The number of personnel to be trained at each site is variable, but efforts shall be made to limit each training class to 12 operators.

Training Model:

Day 1 Radiation Safety	Day 2 Classroom and Hands-On	Day 3 Classroom and Hands-On	Day 4 Classroom and Hands-On	Day 5 Classroom and Hands-On
Day 6 Reinforcement/ Live Stream of Commerce	Day 7 Reinforcement/ Live Stream of Commerce	Day 8 Reinforcement/ Live Stream of Commerce	Day 9 Reinforcement/ Live Stream of Commerce	Day 10 Reinforcement/ Live Stream of Commerce

Radiation Safety:

To be conducted by CBP or its approved Contractor personnel

Classroom and Hands-On:

Two instructors and 12 students

Includes the following in addition to the DID requirements.

Sixteen (16) hours of image analysis, including 1 hour focused on Weapons of Mass Effect (WME)

This material shall **not** be available as a leave-behind for student participants

This material shall **not** be retained or used by the Contractor for any purpose whatsoever

One (1) hour Core Messages delivered by CBP or its approved contract personnel

One (1) hour of NII Reporting delivered by CBP or its approved contract personnel

Reinforcement and Live Stream of Commerce:

Two instructors and six students (two sessions, 5 day per session)

While not the norm, it may be required for the Contractor trainers to conduct both reinforcement sessions over the course of one week using double shifts. In addition, every attempt will be made to schedule the two weeks of reinforcement training using back-to-back weeks, however, the Contractor should be prepared to support two weeks of reinforcement training that are not serial in nature.

Includes:

Personal Qualification Standard (PQS) checklist designed for instructor sign-off that students have successfully demonstrated image analysis and mechanics skills.

The Contractor shall develop and provide training materials using the Instructional Systems Development (ISD) methodology which includes (1) Training Plan Outline, (2) Course Syllabus, (3) Instructors Guide, (4) NII System description, (5) Student Guide, (6) Operator and Maintainer Manuals, (7) Operation Procedures Handouts, (8) operator's video, and (9) other materials. This shall be prepared in accordance with Data Item Description number A007.

Products developed under prior contract with the United States Customs Service shall be used to the maximum extent possible and be written to conform to the requirements of the CBP Office of Training and Development standards. All deliverables shall be conveyed free of trademark and proprietary claim by the Contractor, and with the unlimited right of alteration, reproduction and/or distribution within the Government.

Deliverables shall be created through the use of Microsoft Office word processing and graphics software.

Legitimate copies of the system viewer tool in quantities sufficient to support the training mode. The image viewer software shall present the operator with responses to inputs identical to the responses provided by the operational system. Image viewer software shall operate when loaded on workstation or laptops presently in use by CBP.

Training for CBP designated Acceptance Team personnel shall be completed seven days before system acceptance testing. Details of the training and training schedule shall be included in the Training Plan (TP). The TP, associated documentation and operator's video shall be prepared in accordance with the attached Data Item Description numbers A009. A copy of the operator's training Video shall be left at each site at the conclusion of testing. Operator training shall be completed within 15 working days after system acceptance.

3.6.1.2 Train-the-Trainer

The Contractor shall develop and provide Train-the-Trainer courses to include classroom, video and on-the-job training aids. As a minimum, the training shall cover all the topics contained in the Student Guide including, but not limited to the imaging equipment and transport system operation, normal and emergency systems operations, target interpretation, and operator console operations. Training shall also include all items contained in the System Users' Manual.

The Train-the-Trainer course shall be presented to all instructors designated by CBP. It shall encompass 40 hours of classroom instruction plus a minimum of two days of reinforcement training, providing instructors with every opportunity to ask detailed and specific equipment questions, to participate in hands-on training on the equipment and conduct teach backs. These CBP instructors are located in various parts of the U.S, but they must all be afforded the opportunity to work in a hands-on environment with the equipment. The Contractor shall deliver at least two train-the-trainer sessions per system. The Contractor shall be required to present this training to the CBP instructors at the Federal Law Enforcement Training Center (FLETC) in Brunswick, GA on dates established by mutual agreement between CBP's Office of Training Development representatives and the Contractor.

3.6.1.3 Technical Manuals

The Contractor shall provide a System's User Manual and Maintenance/Service Manual and Vendor Technical Documentation prepared in accordance with the attached Data Item Descriptions numbers A008, A009 and A010. Use commercial-off-the-shelf manuals when feasible. Make all manuals in the interactive electronic format.

3.6.1.3.1 Operator's Manual

An Operator's Manual is required for each unit developed or produced under this contract. The Operator's Manual shall contain a description of the NII device and its operation. System limitations, safety information, and other important information shall be highlighted. The Operator's Manual shall contain a detailed explanation of every task required during the operation of the NII system. Any operator-level maintenance tasks shall be fully explained in the Operator's Manual.

3.6.1.3.2 Operational/Storage Checklist

A laminated Operators Checklist shall be provided on a single sheet, listing each step in the procedure required: (1) for operating the NII system, (2) for preparing an operational system for short or long-term storage, and (3) for preparing a stored NII system for operation. The checklist shall only list the sequential steps. Each step shall be described in detail in the Operator's Manual and each step shall reference an Operator's Manual page number. The checklist shall be attached to the NII system near the operator's station.

3.6.1.3.3 Maintenance Manual

Corrective and Preventive Maintenance actions and procedures shall be documented in a Maintenance Manual. A Maintenance Manual is required for each production lot of NII systems developed or produced under this contract. A single Maintenance Manual may apply to more than one (1) NII system provided the systems are similar or a revision of an existing system. Identification of NII model number and/or revision number shall be clearly explained in the Maintenance Manual. The Maintenance Manual shall contain a description of the NII device and its operation. System limitations, safety information, and other important information shall be highlighted.

3.6.1.3.3.1 Preventive Maintenance

The Maintenance Manual shall contain a detailed explanation of every task required on the Preventive Maintenance Schedule. All components with a service life less than the NII system shall be identified and addressed in the preventive maintenance schedule.

3.6.1.3.3.2 Corrective Maintenance

The Maintenance Manual shall contain a detailed explanation of every foreseeable task from the Level of Repair Analysis required to repair the NII system in case of failure. The Maintenance Manual shall be continuously updated during the service life of the NII system to incorporate unforeseen corrective maintenance tasks.

Technical Reviews

The Contractor shall host, at his facility, a contract kick-off meeting, System Review (SR), a Final Configuration Review (FCR) and a Factory Acceptance Test meeting. Quarterly reviews will be held at a government site or the Contractor's facility and may be combined with major program reviews. The Contractor shall document and prepare for CBP approval all meeting and review minutes. The contract kick-off meeting shall be within 30 days after contract award. The SR shall be 120 days and the FCR 210 days after contract award. All meeting dates shall be mutually agreed upon.

3.6.2.1 Other Reviews

The Contractor shall hold additional reviews as deemed necessary by CBP not to exceed four (4) per year.

3.7 Warranty

The Contractor shall provide a minimum of one-year Failure Free total system warranty for all NII systems, to include the transporter, detectors, imaging source, signal processors and operator console equipment. The Contractor will provide the same warranty services for additional one year. The warranty coverage period may extend beyond the expiration date of this contract.

All repair actions during the warranty shall be included in a Failure and Error Report prepared in accordance with the attached Data Item Description number A011.

At the end of the warranty period, the CBP Enforcement Technology Program (ETP) organization will perform all maintenance. The Contractor shall involve and integrate ETP into the maintenance process during the Warranty Period to ensure a smooth transition. All warranty and post-warranty requests for service and support from the field will be conveyed to the service provider with an assigned Job Control Number (JCN) by the 24/7 ETP helpdesk at 1-800-927-8729.

3.7.1 Reporting

During the warranty, the Contractor shall maintain a log of all maintenance actions. The log shall include the description of operational activities prior to a failure with a description of the failure, shut down causes, corrective actions taken, serial number of the item repaired, hour meter reading, list of the items repaired/replaced, date repair was completed and item's home port. The Contractor shall establish, define, and report logistics figures of merit based on the log. These figures shall include (at a minimum), Mean Time Between Failure (MTBF), Mean Time to Repair (MTTR), Mean Cost to Repair (MCTR) and Mean Customer Wait Time (MCWT). At the expiration of warranty period, the Contractor shall submit reports reflecting figures of merit that span the entire warranty period.

3.7.2 Corrosion Control

The Contractor shall design and manufacture the NII system to prevent corrosion induced by weather, airborne pollution, salt-water spray, ice inhibiting road chemicals, geographic operating environments, and galvanic reaction.

During the period of warranty, the Contractor shall perform a corrosion control program that shall include inspection, cleaning, washing, scaling, corrosion inhibitor application, priming, painting, and waxing surfaces

exposed to the elements. The Contractor shall document in the NII system logbook the actions taken, the treatment site, and the contact information of the service provider.

3.8 Quality Assurance and Testing

The Contractor shall perform inspections and tests necessary to ensure that NII Inspection Systems conforms to CBP approved technical documentation and configuration.

3.8.1 Quality Assurance

The Contractor shall provide for government review a quality assurance plan prepared in accordance with Data Item Description number A012 as it pertains to the production and manufacturing of NII Inspection Systems. The Contractor shall provide for Government review a plan for measuring performance during the warranty period. CBP technical team members shall observe and evaluate the Contractor's Factory Acceptance Test program on an "as required" basis.

3.8.2 Factory Testing

The Contractor shall be responsible for the preparation of and submission to CBP for approval, an Acceptance Test Plan (ATP), in accordance with the attached Data Item Description (DID) A013. The ATP will be used by the Contractor to conduct the Contractor's Factory Acceptance Test (CFAT) of each unit. The ATP shall include the tests necessary for the Contractor to verify compliance with the Performance Requirements listed in this RFQ and to verify that the system can be operated in accordance with the CBP approved System User's Manual. **The Contractor shall utilize the following standard, ANSI N42.46-2008 American National Standard for Determination of the Imaging Performance of X-Ray and Gamma-Ray Systems for Cargo and Vehicle Security Screening for the evaluation and testing of image and system performance requirements.** In addition, the CFAT shall include a 40-hour "burn-in" period of the entire integrated system to ensure infant mortality failures are discovered and corrected prior to any CBP tests. For this procurement the HEMXRS shall be N25 (DHS-CBP N.25 Version 1.5) compliant and the Contractor shall demonstrate functionality during the CFAT.

In addition to the CFAT, CBP officials or their representatives will conduct a CBP Factory Test (FT) of each unit to ensure that it is suitable for shipment to its designed location. The CBP FT will be conducted in accordance with the CBP FT Plan (FTP) for that system. The CBP FT shall consist of a review of the CFAT documentation, vehicle and system documentation, and the Contractor Radiation Survey, plus an inventory and physical inspection of the system, system component operations, selected ANSI N42.46 performance tests, and total system operations against Contractor provided targets.

The vendor shall prepare and submit all materials necessary for FDA review in accordance with regulations and apply for waivers as necessary. The FDA submission and any exception to this certification must be clearly identified and copied to the CBP COTR.

3.8.2.1 CBP Site Acceptance Testing

A CBP Site Acceptance Test (SAT) shall be conducted for each unit at its designed location. The CBP SAT shall be conducted in accordance with the CBP SAT Plan (SATP) for that system. The SAT shall consist of a review of the Contractor's pre-SAT documentation, vehicle and system documentation, and the Contractor Radiation Survey, plus an inventory and physical inspection of the system, system component operations, and tests of the total system against actual targets.

3.8.3 ILS Testing

During the warranty period the Contractor shall develop and execute a Quality Assurance Surveillance Program (QASP) to verify that the ILS requirements of the Statement of Work are met. The QASP shall define and measure figures of merit, including, MTBF, MTTR and actual Availability.

3.9 Radiation Safety Design Review

The Contractor is required to demonstrate the construction techniques, practices and design of the protective shielding/cabinet interfaces (corner joints, collimator joints, imaging source housing, etc.) **and shall be in compliance with ANSI N 43.3 standard for their system.** The Contractor shall ensure that any movement or shifting that may be associated with a mobile system can not produce or lead to emission leaks from cracks, stress or misalignment of the structures and shielding devices that are either associated with the primary beam containment or scatter containment scheme.

3.10 Calibration

The Contractor shall provide to CBP all requirements associated with calibration of the NII system. The Contractor shall identify in the maintenance manuals the calibration procedures and any special test equipment. The Contractor shall identify all systems, subsystems, equipment, and support equipment, which requires calibration.

3.10.1 Calibration Maintenance Requirement Report

The Contractor shall provide to CBP a Calibration Maintenance Requirement Report (CMRR) for all operational and support equipment. The CMRR Report shall be prepared in accordance with the attached Data Item Description number A014.

3.11 Safety

The Contractor for NII Inspection Systems shall maintain a system safety program that continually identifies all hazards and provides a methodology to either eliminate or control these identified hazards. All products, designs, and specifications provided and all construction and installation activities conducted shall comply with all OSHA and NRC regulations, as well as any other appropriate laws, regulations, standards, codes and health and safety guidelines.

3.11.1 Radiological Survey and Report

The Contractor for NII Inspection Systems shall be required to conduct a radiological survey to ensure that radiation emissions are within specified limits. Each system delivered shall be accompanied with a report of the radiological survey performed on the LS-NII unit, signed by the Radiation Safety Officer of the company. This survey will address both the radiation levels that NII Inspection System operators will be exposed to while at their workstations, and the level of radiation that is transmitted to the environment as a result of system leakage. The report shall show that by means of an outline drawing the levels of emission/scatter radiation measured, the operating conditions (worst case) and the measurement equipment used. The Contractor shall provide a radiological survey report in accordance with the attached Data Item Description number A015 for each system delivered.

Information Technology Security

3.12.1 Basic Requirements

The Contractor shall adhere to all DHS and CBP IT security policies, including the guidelines and policies stated in the Department of Homeland Security (DHS) Management Directive (MD) Number 4300.1, issued 3/1/2003, titled *Information Technology Systems Security*. This policy mandates DHS organizational elements, including Contractors, follow guidelines outlined in the DHS Sensitive Systems Policy Directive 4300A, *Information Technology Security Program*, version 5.5, 10/30/07, and the DHS MD 4300A, DHS Sensitive Systems Handbook, *Information Technology Security Program*, version 5.5, 10/30/07 with attachments.

DHS Directive 4300A outlines the management, operational and technical baseline security requirements (BLSR) for DHS Components to ensure confidentiality, integrity, availability, authenticity, and non-repudiation of sensitive information systems. The directive was developed in accordance with various Executive orders,

public laws, and national policy, including the Federal Information Security Management Act (FISMA) of 2002, various National Institute of Standards and Technology (NIST) publications, and the Office of Management and Budget (OMB) Circular A-130, *Management of Federal Information Resources*. The 4300A Handbook provides greater detail of the BLSRs, including the roles and responsibilities associated with each.

CBP shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook. During all SDLC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

Security Certification/Accreditation:

CBP shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook. During all SDLC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. Upon request, the Contractor shall provide any documentation required to support the CBP security certification and accreditation effort. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

Security Review and Reporting:

The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the Office of Inspector General, CBP CISO, and other government oversight organizations, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/CBP data or the function of computer systems operated on behalf of DHS/CBP, and to preserve evidence of computer crime.

3.12.2 HSAR 3052.204-70. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

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

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

(1) Within 60 days after contract award, the Contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of

2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

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

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

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

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

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

3.12.3 HSAR 3052.204-71. CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

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

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

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

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

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

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

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

shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

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

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

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

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

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

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

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

3.12.4 52.204-9 Personal Identity Verification of Contractor Personnel

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

3.12.5 Interconnection Security Agreements

Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements. Components shall document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS Components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by both Designated Approval Authority (DAAs) or by the official designated by the DAA to have signatory authority.

Enterprise Architecture

The Contractor shall ensure that the design of its LS NII hardware, systems' software applications and infrastructure components conform to the Homeland Security (HLS) and Customs and Border Protection (CBP) enterprise architecture (EA), the HLS and CBP technical reference models (TRM), and all HLS and CBP policies and guidelines as promulgated by the Department of Homeland Security (DHS) and CBP Chief Information Officers (CIO), Chief Technology Officers (CTO) and Chief Architects (CA) such as the CBP Information Technology Enterprise Principles and the DHS Service Oriented Architecture - Technical Framework.

The Contractor's LS NII systems shall conform to the federal enterprise architecture (FEA) model and the HLS and CBP versions of the FEA model as described in their respective EAs. Models will be submitted using Business Process Modeling Notation (BPMN) for all models. Universal Modeling Language (UML2) may be used for infrastructure only. Data semantics shall be in conformance with the National Information Exchange Model (NIEM). Development solutions will also ensure compliance with the current version of the HLS and CBP target architectures.

Where possible, the Contractor shall use HLS/CBP approved products, standards, services, and profiles as reflected by the hardware software, application, and infrastructure components of the HLS/CBP TRM/standards profile. If new hardware, software and infrastructure components are required to develop, test, or implement the program, these products will be coordinated through the HLS and CBP formal technology insertion process which includes a trade study with no less than four alternatives, one of which shall reflect the status quo and one shall reflect multi-agency collaboration. The HLS/CBP TRM/standards profile will be updated as technology insertions are accomplished.

All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model.

The Contracting Officer (KO), Contracting Officer's Technical Representative (COTR) or Program Manager (PM) will determine the Contractor's "need to know" regarding access to CBP HLS EA information and sponsor vendor personnel for a DHS Interactive account to access the HLS EA. The HLS EA is available to all DHS Interactive account holders.

3.14 IPv6

In compliance with OMB mandates, all network hardware provided under the scope of this Statement of Work and associated Task Orders shall be IPv6 compatible without modification, upgrade, or replacement.

3.15 DHS Information Technology Portfolio Alignment

The NII technologies align with the DHS IT Portfolio below:

Screening/Watchlist/Credentialing - Includes all activities that support the tracking and monitoring of travelers, conveyances and cargo crossing U.S. borders, and traffic pattern analysis, database (Federal, State, and Local) linking and querying, and managing status verification and tracking systems. Different investments and systems may support distinct screening and watchlist activities for people, cargo, and tangible goods. Credentialing encompasses all activities that determine a person's eligibility for a particular license, privilege, or status, from application for the credential through issuance, use, and potential revocation of the issued credential.

3.16 Section 508 Compliance

Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to and use of information and services that is comparable to the access and use available to non-disabled Federal employees and members of the public.

No Applicable Technical Standards were determined for this work statement. This acquisition has exceptions to Section 508 that will be applied.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein shall be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. HS has identified the following exceptions that may be applied:

36 CFR 1194.3(e) - Fundamental Alteration, applies to the portions of this work statement where the item requires changes to comply with Section 508 and would render the acquired item useless for its intended purpose. After reviewing the business needs for this work statement, the acquired or developed product is meant to provide information through sight, sound and text concurrently in order for a user to interpret collectively. In order to comply with Section 508, supporting the functional performance criteria would render this product useless and thereby fail to support business requirements. DHS has authorized this exception for the imaging system within this work statement. In addition, the training provided was determined to be a simulated effort to the imaging system with the same requirements and is thereby authorized to apply this exception.

36 CFR 1194.3(b) – Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

36 CFR 1194.3(f) – Back Office, applies to any EIT item that will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment. This exception does not include remote user interfaces that are accessible outside the enclosed "space".

Key Personnel

The Contractor shall be responsible for providing personnel having the requisite skills necessary to support and accomplish the tasks outlined in this SOW. The Contractor shall identify and propose key personnel.

Depending upon their involvement, some personnel may have to pass a full background investigation (BI) and obtain the appropriate security clearance as required for the resulting contract. Proof of U.S. citizenship is required to be permitted access to Government facilities.

3.18 Contractor Program Management

The Contractor shall provide, for CBP review, a Project Management Plan, including all major points of contact and the overall management structure. The Project Management Plan shall be prepared in accordance with Data Item Description number A001.

4.0 INTEGRATED LOGISTICS SUPPORT FOR LARGE SCALE NII SYSTEMS

The CBP Enforcement Technology Program (ETP) will manage the life-cycle requirements (i.e., maintenance, training, property management, etc.) after the NII unit is accepted.

4.1 Configuration Management

The Contractor shall implement the Configuration Management Plan with the establishment of a Configuration Control Board (CCB). The Contractor shall provide an as-built Configuration Baseline as identified in the attached Data Item Description number A016 with the delivery of each NII configuration. All configuration changes require prior approval of TSB's CCB. Hardware changes beyond Final Configuration Review (FCR) will require prior CBP approval. The Contractor shall establish software CCB to review software changes until the delivery of the first NII system. CCB approval shall be required for changes to the software baseline and after the first delivery of a NII system.

4.1.1 Technical Documentation

The Technical Documentation shall consist of all documentation used by the Contractor and all Subcontractors in the production of the NII system and any follow-on production or modification. This shall include the Configuration List and any background or supporting documentation used to make design or production decisions. The Technical Documentation Package shall be prepared in accordance with Data Item Description number A017. The manufacturer shall maintain this documentation past the planned life of the NII system. The Government shall have unlimited data rights (FAR 52.227-14) to all data in the Technical Documentation file for the purposes of maintaining the NII system and training NII system operators and Maintenance Technicians. Data initially produced under this contract shall be conveyed to Government free of proprietary claim. Data produced prior to this contract shall be conveyed assigning to the Government and its agent the right to use and copy the material solely for the purpose of repair maintenance and training.

4.1.1.1 Configuration Baseline

The Configuration Baseline is: (1) An agreed-to description of the attributes of a product, at a point in time, which serves as a basis for defining change. (2) An approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change. (3) The currently approved and released configuration documentation. (4) A released set of files comprising a software version and associated configuration documentation. A Configuration Baseline shall be established and maintained for the NII system by the Contractor. All NII units delivered within a production lot shall be identical and conform to the Configuration Baseline. The Configuration Baseline shall be incorporated into the Technical Documentation and maintained by the Contractor during the term of the contract. The Government shall have unlimited data rights (FAR 52.227-14) to all Configuration Baseline documentation for the purposes of maintaining the NII system. Data initially produced under this contract shall be conveyed to Government free of proprietary claim. Data produced prior to this contract shall be conveyed assigning to the Government and its agent the right to use and copy the material solely for the purpose of repair maintenance and training.

4.1.2 Management of the Technical Documentation

The Contractor shall maintain a Technical Documentation file at the Contractor's point of manufacture, which contains all relevant data for the design and production of the NII system produced under this contract. Management of this data shall be in accordance with the CBP Configuration Management Plan.

4.1.3 Engineering Change Proposals (ECPs)

The Contractor is encouraged to pursue continuous improvements to the delivered product, particularly in the areas of enhancements, cost and reliability. Engineering Change Proposals (ECPs) are provided for within this contract and their use is strongly supported. ECPs are proposals to enhance the value of the finished goods or services to the Government or reduce the cost of the good or services. All ECPs submitted shall be incorporated into the Technical Documentation package. ECPs that are approved shall be incorporated into the Configuration Baseline. All ECPs shall be submitted in accordance with the Engineering Changes clause of this contract. ECPs will be processed in accordance with CBP's Configuration Management Plan.

4.1.4 Interchange ability

Components with identical functions shall be interchangeable to the greatest extent practical. Components with identical functions in existing CBP systems are desired to be interchangeable. Components with non-identical functions shall not be, or appear to be, interchangeable.

4.1.5 Accessibility

All systems or components that are serviced as part of periodic maintenance shall be readily accessible for service and inspection. To the greatest extent practicable, the removal or the physical movement of components unrelated to the specific maintenance and/or repair tasks involved shall be minimized. The measured time that is required to gain access to a component shall be inversely proportional to the frequency of the maintenance and repair of that component.

4.2 Spares

Spares, repair parts and supplies for the ongoing operational and maintenance support will be provided under separate maintenance contract.

5.0 DOCUMENTATION DELIVERABLES

DIDs are provided for all documentation deliverables as an attachment. All materials prepared for this SOW shall be in accordance with CBP approved contractor format. Any changes or updates to previously provided data, if required, shall be delivered as "change pages" to existing documents. The Contractor as required shall provide the following documentation and/or documentation updates:

<u>DID</u>	<u>TITLE</u>
A001	Project Management Plan
A002	Reliability Prediction Report
A003	Extreme Environment Maintenance
A004	Hazardous Materials List
A005	Equipment Installation Data Package
A006	Monthly Progress Report
A007	Operator Training
A008	System User's Manual
A009	Maintenance/Service Manual
A010	Vendor Technical Documentation
A011	Failure and Error Report
A012	Quality Assurance Plan
A013	Acceptance Test Plan
A014	Calibration Maintenance Requirement Report

- A015 Radiological Survey Report
- A016 Configuration List
- A017 Technical Documentation Package

Data Item Descriptions:

DATA ITEM DESCRIPTION	
1. TITLE: PROJECT MANAGEMENT PLAN	2. IDENTIFICATION NO(s): A001
3. DESCRIPTION/PURPOSE: To provide details of the Contractor's program management organizational structure and to identify program management systems, responsibilities and authority of senior management staff.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format: <ul style="list-style-type: none"> a. Organizational charts depicting the role and relationships of senior program management staff Duty statements for senior program management staff identifying program responsibilities and authority Identify program manager for this effort Milestone schedule highlighting all design, manufacturing, installation, testing, and training requirements as they affect the contractor's ability to complete the project <p>The Project Management Plan shall be delivered as part of the contractor's proposal. The Project Management Plan shall be updated, annually or more often if required, during the course of the contract.</p>	

<p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. First submission - with proposal 2. Updates - Required whenever information contained in the Project Management Plan changes or annually
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DATA ITEM DESCRIPTION	
1. TITLE: RELIABILITY PREDICTION REPORT	2. IDENTIFICATION NO(s): A002
3. DESCRIPTION/PURPOSE: The Contractor shall perform reliability predictions for the NII equipment. The prediction shall assume a constant failure rate for parts. For parts where no failure rate is available, a failure rate shall be estimated and the basis for the estimation shall be stated. The environmental factors shall be for fixed and mobile ground equipment. The external ambient temperatures utilized in the reliability prediction shall be based upon the upper and lower operating temperatures of the NII system.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: These Reliability Predictions will be matched to Measured Reliability during the Warranty Period.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
<p>10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format:</p> <p>The Contractor shall submit a reliability prediction report. The Contractor shall identify reliability critical items. A Critical Item is an identified weak link in a system, has an adverse impact on failures of the system performing its mission, creates potential safety problems, or contributes to other areas of high risk to overall system reliability. The Contractor shall classify all NII items as critical if one or more of the following conditions are satisfied:</p> <ul style="list-style-type: none"> Item represents a significant new development or application. Item has critical failure modes. Item has history indicating need for improvement. A Preplanned Product Improvement Plan (PPIP) shall be developed and provided by the Contractor for any item with a history of needing improvement. Item has known operating life, limited shelf life, or environmental sensitivity (e.g., vibration, thermal, etc.) that warrants controlled surveillance. Item whose failure can result in the failure of the system and which is not compensated by redundancy or alternate operational procedures. <p>The Contractor shall provide information on critical items, which shall include as a minimum:</p> <ul style="list-style-type: none"> Procedures for the procurement of critical items. Criteria and procedures for the design and redesign of critical items Procedures for controlling and monitoring of critical items after manufacture (e.g., date coding, traceability, assembly techniques, test requirements, acceptance test requirements, control of sub-contractors' and manufacturers' controls, in-process controls, special handling, and storage requirements). <p>The Contractor shall identify and discuss all aspects of the prime item's reliability features and characteristics.</p>	
<p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. First submission – Included with proposal. 2. Review – Government has 120 days to review and comment. 3. Final - Due 60 days after receipt of comments. 	

4. Updates - shall be provided as changes are made to the design/configuration affecting system operation.
5. 6 copies to be delivered
 - 3 to ITB, USCBP, Washington, DC
 - 3 to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION	
1. TITLE: EXTREME ENVIRONMENT MAINTENANCE	2. IDENTIFICATION NO(s): A003
3. DESCRIPTION/PURPOSE: This data item shall describe any changes to operation, storage and/or maintenance required be extremely hot of cold temperatures. Operating and storage temperature ranges shall be provided "as delivered". Operating and storage temperature ranges shall be provided for all known special handling and/or materials, such as fluids.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: this data item will describe how the NII is stored, operated and/or maintained in extreme climates.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
<p>10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format:</p> <p>The Contractor shall identify all environmental conditions within the required operating environment considered extreme. The Contractor shall identify all extreme environmental maintenance tasks required for the operation of the NII systems in extreme environments. The list of tasks shall include MTTR, parts, components, procedures and systems, and they shall be provided in the Maintenance Manual. The list shall be maintained in the Documentation Package for the NII device throughout its life.</p>	
<p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. First submission - 30 days prior to first acceptance test. 2. Review – Government has 120 days to review and comment. 3. Final - Due 60 days after receipt of comments. 4. Updates - shall be provided as changes are made to the design/configuration affecting system operation. 5. 6 copies to be delivered 3 to ITB, USCBP, Washington, DC 3 to ETP, USCBP, Lorton, VA 	

DATA ITEM DESCRIPTION	
1. TITLE: HAZARDOUS MATERIALS LIST	2. IDENTIFICATION NO(s): A004
3. DESCRIPTION/PURPOSE: Provides a list of all hazardous materials that may be encountered during the storage, operation and/or maintenance of the NII.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The Hazardous Materials List is used to identify special handling requirements of materials that may be encountered during the storage, operation and/or maintenance of the NII.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format: The Contractor shall identify all Hazardous Materials in all maintenance tasks in the Maintenance Manual. The list shall include the material description, quantity of the material, disposal instructions, exposure risks, symptoms and treatments. The list shall be maintained in the Documentation Package for the NII device throughout its life.	
Deliverables: <ol style="list-style-type: none"> 1. First submission - 30 days prior to first acceptance test. 2. Review – Government has 120 days to review and comment. 3. Final - Due 60 days after receipt of comments. 4. Updates - shall be provided as changes are made to the design/configuration affecting system operation. 5. 6 copies to be delivered 3 to ITB, USCBP, Washington, DC 3 to ETP, USCBP, Lorton, VA 	

DATA ITEM DESCRIPTION	
1. TITLE: EQUIPMENT INSTALLATION DATA	2. IDENTIFICATION NO(s): A005
3. DESCRIPTION/PURPOSE: To provide design criteria required to install and use the equipment, temporarily or permanently, in existing or planned facilities. Data includes servicing (utilities), space, mounting, environmental, special facility, and safety requirements relating to a typical system installation.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The Equipment Installation Data establishes the basic design criteria required to modify/design facilities to accommodate the new equipment. It is used during site surveys as the baseline with which unique site conditions are identified which may alter the basic design criteria.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in drawing format with dimensions shown on the drawing and other information provided in a table format and shall become the property of the USCBP. As a minimum, the data shall contain and be shown under the following headings. Physical Properties: Dimensions for storage and operating conditions (length, width, height, position of article under test to equipment, etc.), weight (total and footprint), and approximate center of gravity, turning diagrams (45, 90 and 100 degree turns) with shield up and down, pavement loading profile from surface to sub-grade, surface slopes (longitudinal and lateral) and roughness. Space Demands: Operator, maintenance, access, peculiar to the article under test, relation to other stations or associated equipment, minimum and maximum separation permitted between related stations, storage for ancillary equipment or hazardous material, and hazard zones (noise, radiation, etc.). Mounting Details: Plates, hole sizes, locating dimensions, fastener sizes and types, welding, foundations (vibration, isolation, etc.), sequence of installation, grounding, special tools, one-time use equipment (if required), interface mountings and mating information. Servicing Needs: Hydraulic (fluid type, pressure, flow rate, temperature, hoses and fittings), water (pressure, flow, volume, temperature, purity and fittings), steam (pressure, flow, volume and temperature), air/vacuum (pressure, flow, volume, temperature, purity, and vapor limitations), gas (pressure, flow, volume and temperature), fuel (type and per hour usage), electric - a.c. (voltage, frequency, phase, KVA or volt amperes, 3/4 wire Y/delta connection, steady state voltage, transient voltage limitations, voltage modulation, wattage, power factor, cable length limitations.); electric - d.c. (voltage, voltage limits, amperage), communications (type - telephone (land or cellular), number of circuits, number of dedicated circuits, etc.). Heat dissipation of equipment. Special facility requirements: (example: material security safes/vaults , radiation shields, sound attenuation, hazardous material storage, etc.) Installation wiring diagram (if applicable). Environmental conditions: (examples: HVAC requirements, computer cooling during winter heating, etc.). Safety provisions: provisions and equipment necessary to protect personnel and equipment during operations and maintenance. Safety provisions: provisions and equipment necessary to protect personnel and equipment during operations and maintenance.	
Deliverables:	

First submission - The contractor shall deliver one set of drawings and tables not later than 30 days after award of the contract.

Review - USCBP has 45 days to review and comment.

Final - 45 days after receipt of comments.

Updates - Contractor shall provide new drawings and tables if any changes are made to the system design/configuration, which changes the equipment installation criteria.

(2) sets of reproducible drawings and tables (size not to exceed 11"x17") and 2 copies in electronic media (mutually agreed format) to ITB, USCBP, Washington, D.C.

set of reproducible drawings and tables (size not to exceed 11"x17") and 1 copy in electronic media (mutually agreed format) to NEEMR, USCBP, Lorton, VA

DATA ITEM DESCRIPTION	
1. TITLE: MONTHLY PROGRESS REPORT	2. IDENTIFICATION NO(s): A006
3. DESCRIPTION/PURPOSE: To apprise the USCBP ITB of current events, progress to date, program hazards and action items pending.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
<p>10. PREPARATION INSTRUCTIONS: The contractor shall prepare and submit monthly progress reports detailing efforts completed during the reporting period (calendar month), percent of overall completion, estimated time to completion, and problems encountered with associated risk. The report period closes on the last calendar day of the month and is due on the 10th working day of the succeeding month. As a minimum, the report shall contain the following:</p> <ul style="list-style-type: none"> Activity Summary Major Milestones Open Action Items Program Hazards Man-hours to schedule performance Major activities next month Cost data (quarterly) <p>This report shall be prepared in a narrative format suitable for reproduction.</p>	
<p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. First submission - 10th working day of the month after contract is let. 2. USCBP has 30 days to approve format. 3. Updates - Every month on the 10th working day. 4. 6 copies to be delivered <ul style="list-style-type: none"> 3 to ITB, USCBP, Washington, DC 3 to ETP, USCBP, Lorton, VA 	

DATA ITEM DESCRIPTION	
1. TITLE: OPERATORS TRAINING MATERIALS	2. IDENTIFICATION NO(s): A007
3. DESCRIPTION/PURPOSE: The Training materials shall be designed to administer operator training to facilitate system operation and care. An operator training video shall augment operator training. In addition, a Train-the-Trainer program shall be delivered to CBP and its approved contract trainers that will certify them as qualified to instruct on the piece of equipment.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: Any and all raining materials will be used for initial training as well as for follow-on performance and future new operator (attrition) training.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The training material shall include, but not be limited to the following items: Training Plan Outline, Instructor Guide, Student Guide, and Operator Training Video. The Training Plan outline shall be prepared in a Government approved narrative format suitable for reproduction. The operator training materials shall address familiarization with the equipment overall, operation and care of the system, system and radiation safety, normal and emergency systems operation, transporter handling, routine servicing, operator console operations with display recognition as well as image manipulation, interpretation and saving.	

Training Plan Outline shall contain the following items: Training Objective, Outline of Course Content, Class Schedule and Duration of training in days and hours for each subject, Training Facilities Required, Prerequisites of students, and List of training devices/aids/equipment needed to support each course.

Instructor Guide shall provide detailed course technical data and information to assist the instructor in the presentation of each individual lesson included in the course. The guide is used to organize the instructor's presentation and to insure that all required topics, subtopics and related reference materials are included in the presentation of the course. The guide shall contain the following items: Time allotted for completion of the individual lessons in hours for classroom and practical application. List of all Instructional Aids (equipment and audio visual aids) necessary to conduct the lesson. Objective describing the behavioral actions desired, the performance conditions, and the attainment standard expected of the student upon completion of the each lesson.

Instruction covering the planned lesson discussion content in sufficient detail to be used as the instructor's primary teaching document. The lesson material shall be presented in sufficient detail to insure thorough and complete coverage of the objective. All diagrams, text materials, audio visual aids, and other materials to be used in the presentation shall be identified adjacent to each point where they are to be utilized, for each time their utilization is planned.

Applications causing each student to apply the lesson information to solve one or more realistic problems. This may require either mental or physical student activity; however, effort shall be made to provide for physical activity.

Learning Measurement Tool shall be designed to check student progress and determine the extent to which the student has accomplished the objectives. This shall be done by a list of thought-provoking questions or tasks with answers covering the objectives.

List of Instructor Activity shall be structured to enable the instructor to maintain maximum student interest and participation, adequately measure student comprehension of the subject, and provide planned summaries at strategic points within the presentation.

Student Guide is composed of a series of instruction sheets which collectively provide the student with the objectives and self help materials such as reading assignments, study questions, problems, practical application job steps, self-test items, diagram sheets and other supplementary information to assist in achieving the objectives of the course. The guide shall correlate with the training course/curriculum outlines and related instructor's guide. The following elements shall be included: Information Sheets shall consist of narrative descriptions, diagrams, sketches, charts, graphs, pictures and other audiovisual material as necessary for student reference to support the information presented in the course. They may be excerpts from other documents not readily available to the students or original material prepared by the contractor. However, system technical manual information shall not be extracted unless changes are required in the material to make it more readily adaptable to the course presentation. Pictures that show previous development configurations, installations or operation and maintenance practices that are not readily demonstrated in the classroom or training area may be prepared as student information sheets when necessary to enhance the course presentations. A paper reproduction of each audiovisual aid used in the course shall be included in the student information sheets regardless of their inclusion in other documentation.

Assignment Sheets shall contain the following parts:

Introduction includes statement of purpose and scope of assignment.

Objective to be accomplished by the student through completion of the assignment.

Study assignment includes specific study instructions, identifying paragraphs, pages and publications.

If there is a best sequence to study scattered portions of the text, this sequence shall be provided.

Study questions are thought-provoking questions relative to the assignments. Questions should require mental decisions similar to those the student would make while working with the equipment.

Job Sheets shall contain the following:

Introduction – a brief statement of purpose, scope, and value of the job sheet, and suggested completion time.

Objective

References

Equipment and materials listing

Job steps detailing procedures for performing assigned tasks on the system/ equipment. If the job steps contained in the technical documentation are sufficiently detailed, reference shall be made to the

applicable section/page.

Precautions for personnel or equipment safety or misleading conclusions.

Self-test items including thought-provoking questions on the performance of the job sheets. These items are to be designed as "open book" test.

Student Workbook shall provide the student a means of applying principles learned during classroom instruction without requiring the use of actual equipment. It shall be separately bound. All activity types shall be represented at least once in the workbook.

Diagram Sheets may range from full-blown foldout schematics and block diagrams, or flowcharts, to simple sketches or graphs. These sheets are for use during class and for follow-up review and study. These sheets shall record information such as waveforms, adjustments, purpose and function.

These handbooks, documentation, manuals, etc. shall become the property of the individual student for further on-the-job skill development after the training program.

Training Model:

Day 1 Radiation Safety	Day 2 Classroom and Hands-On	Day 3 Classroom and Hands-On	Day 4 Classroom and Hands-On	Day 5 Classroom and Hands-On
Day 6 Reinforcement/ Live Stream of Commerce	Day 7 Reinforcement/ Live Stream of Commerce	Day 8 Reinforcement/ Live Stream of Commerce	Day 9 Reinforcement/ Live Stream of Commerce	Day 10 Reinforcement/ Live Stream of Commerce

Radiation Safety:

To be conducted by CBP or its approved contractor personnel

Classroom and Hands-On

2 instructors and 12 students

Includes:

Sixteen (16) hours of image analysis, including 1 hour focused on Weapons of Mass Effect (WME)

This material shall **not** be available as a leave-behind for student participants

This material shall **not** be retained or used by the contractor for any purpose whatsoever

One (1) hour Core Messages delivered by CBP or its approved contract personnel

One (1) hour of NII Reporting delivered by CBP or its approved contract personnel

Reinforcement and Live Stream of Commerce:

2 instructors and 6 students (2, 5-day sessions)

While not the norm, it may be required for the contractor trainers to conduct both reinforcement sessions over the course of one week using double shifts. In addition, every attempt will be made to schedule the two weeks of reinforcement training using back-to-back weeks, however, the contractor should be prepared to support two weeks of reinforcement training that are not serial in nature.

Includes:

Personal Qualification Standard (PQS) checklist designed for instructor sign-off that students have successfully demonstrated image analysis and mechanics skills

Deliverables:

Products developed under prior contract with the United States Customs Service shall be used to the maximum extent possible and be written to conform to the requirements of the CBP Office of Training and Development standards. All deliverables shall be conveyed free of trademark and proprietary claim by the Contractor, and with the unlimited right of alteration, reproduction and/or distribution within the Government.

Deliverables created through the use of word processing and graphic software programs shall utilize

the Microsoft Office Suite of products.

Legitimate copies of the system viewer tool in quantities sufficient to support the training mode. The image viewer software shall present the operator with responses to inputs identical to the responses provided by the operational system. Image viewer software shall operate when loaded on workstation or laptops presently in use by CBP.

Training Materials Delivery Schedule:

- 1a. First submission of training materials - 60 days ARO
- 1b. First submission of operator training video and script - Script 30 days ARO; Video 60 days ARO
- 2a. Review of all training materials– Government has 10 days to review and comment on all reviews
 - 2.a.1 BETA - 60 Days prior to delivery of first system
 - 2.a.2 Pilot - at delivery of first system
 - 2.a.3 Production 30 days after Pilot
 - 2.a.4 Final - training materials and associated documentation due 90 days after Pilot.
 - 2.a.5 T- 3 Course – NLT 90 days after Pilot
3. Updates - Shall be provided whenever system design changes effect training as part of an Engineering Change Procedure as required under the instant contract.
- 4a. 6 copies of training materials and associated documentation to be delivered
 - 3 to ITB, USCBP, Washington, DC
 - 3 to ETP, USCBP, Lorton, VA
- 4b. (10) VHS copies and (1) master (BETACAM SX or SP format) video tape
 - 1 VHS copy to be included with each delivery at the conclusion of operator training. Remaining copies (after all planned training is complete) to be sent to ETP, USCBP, Lorton, VA. Master video tape to be sent to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION

1. TITLE: SYSTEM USERS' MANUAL	2. IDENTIFICATION NO(s): A008
3. DESCRIPTION/PURPOSE: The System Users' Manual shall contain an overview of the system and step-by-step procedures for all normal and emergency procedures. The manual will be used to provide CBP Operators a detailed understanding of equipment operation.	4. APPROVAL DATE: _____
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY: _____
7. APPLICATION/INTERRELATIONSHIP: The manual will be used as the primary reference guide for CBP Operators.	8. APPROVAL LIMITATIONS: _____
9. REFERENCES (MANDATORY AS CITED IN BLOCK 10) _____	
10. PREPARATION INSTRUCTIONS: The contractor shall provide updated System Users' Manual, as required, The System Users' Manual may be separated into an Operator's Manual and a Software User Guide. The manual shall contain the following: Safety Precautions Duties and responsibilities of personnel required to operate the system. Concept of Operations. System description at both the component and system level. System Operating Procedures to include Start Up, Scanning, Image Analysis, and Shut Down. Required Daily, Weekly, and Monthly inspections. Troubleshooting procedures. Drawings or diagrams shall be included to demonstrate instructions and to show where items are located as necessary. All instructions shall be written so a non-technically trained person can clearly understand the material.	
<u>Deliverables:</u> <ol style="list-style-type: none"> 1. First submission - 60 days prior to first acceptance test. 2. Review – Government has 60 days to review and comment. 3. Final - Due 30 days after receipt of comments. 4. Updates - shall be provided as changes are made to the design/configuration affecting system operation. 5. 6 copies, both electronic and hard copy are to be delivered. 3 to ITB, USCBP, Washington, DC 3 to ETP, USCBP, Lorton, VA 	

DATA ITEM DESCRIPTION

1. TITLE: MAINTENANCE/SERVICE MANUAL	2. IDENTIFICATION NO(s): A009
3. DESCRIPTION/PURPOSE: The manual shall contain the procedures and steps necessary for an experienced technician with journeyman level skills to maintain the NII System and the contractor provided system and sub-system equipment.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The manual will be used as the primary reference for system maintenance technicians.	8. APPROVAL LIMITATIONS:
9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	
10. PREPARATION INSTRUCTIONS: The contractor shall provide a Maintenance/Service Manual or Manuals containing the following: Illustrated Parts Breakdown Routine Maintenance Check Lists Service Requirements Periodic Maintenance Schedule Alignment Procedures Troubleshooting and Fault Isolation Procedures down to the component, module, or lowest replaceable piece part as determined by maintenance planning analysis Removal and Replacement down to the level as determined by maintenance planning analysis Safety Precautions Calibration Requirements and Procedures Tools and Test Equipment Lists – Include specification sheets on equipment Tools and Test Equipment List for the Support Equipment - include Specification Sheets on the equipment The manual shall include exploded or other appropriate drawings so that the contractor's numbering can identify parts. Vendor parts not modified shall also list the vendor and original vendors part number.	
<u>Deliverables:</u> 1. First submission – 90 days prior to expiration of first system warranty. 2. Review – Government has 120 days to review and comment. 3. Final - due 45 days after receipt of comments. 4. Updates - Shall be provided as changes are made to the design/configuration affecting system maintenance. 5. 6 copies to be delivered 3 to ITB, USCBP, Washington, DC 3 to ETP, USCBP, Lorton, VA	

DATA ITEM DESCRIPTION

1. TITLE: VENDOR TECHNICAL DOCUMENTATION	2. IDENTIFICATION NO(s): A010
3. DESCRIPTION/PURPOSE: Provide the Government with all vendor technical manuals that pertain to the item.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: Assist Government designated technicians in performance of their duties.	8. APPROVAL LIMITATIONS:
9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	
10. PREPARATION INSTRUCTIONS: The contractor shall provide, in vendor's format, any Vendors Technical Manuals that pertain to maintenance support of the vendor item.	
<u>Deliverables:</u> 1. First submission - 90 days prior to expiration of first system warranty. 2. Updates - To be provided whenever the design/vendor changes. 5. 6 copies to be delivered 3 to ITB, USCBP, Washington, DC 3 to ETP, USCBP, Lorton, VA	

DATA ITEM DESCRIPTION

1. TITLE: FAILURE AND ERROR REPORT	2. IDENTIFICATION NO(s): A011
3. DESCRIPTION/PURPOSE: This report shall describe the maintenance actions performed on each the NII imaging System and its associated support systems throughout the warranty period.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: This failure information will be used to update failure forecasting considered in the analytical support of the maintenance planning effort.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: This report shall be prepared in a USCBP ITB approved contractor's narrative format. The contractor shall prepare and submit failure and error reports summarizing all maintenance actions (corrective and scheduled) listed by NII system serial number occurring during system warranties. Each entry shall be complete with: narrative description of operational activities prior to failure or failure indication with the date and recounting of the observed failure; shutdown cause if shutdown; corrective action/actions taken; serial and part numbers of items repaired or replaced plus costs (parts and labor costing separately); hour meter reading; date repairs were completed; the NII systems homeport and actual maintenance (hands on) time the repair action required. The report shall be compiled and submitted on a monthly basis to include each system after system acceptance during its warranty period.	

Deliverables:

1. First submissions - Shall be monthly by the 10th working day of the month.
2. Review – Government has 30 days to review and comment on format.
3. Updates - Shall be provided monthly until all warranties have expired.
4. 6 copies to be delivered
 - 3 to ITB, USCBP, Washington, DC
 - 3 to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION	
1. TITLE: QUALITY ASSURANCE PLAN	2. IDENTIFICATION NO(s): A012
3. DESCRIPTION/PURPOSE: To provide details of the Contractor's Quality Assurance Plan.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The Quality Assurance Plan describes how quality is maintained.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format: <ul style="list-style-type: none"> a. Organizational charts depicting the role and relationships of QA staff Test procedures used in the QA process Identify acceptable range for data collected from testing Identify procedures to correct QA problems <p>The Quality Assurance Plan shall be delivered as part of the contractor's proposal. The Quality Assurance Plan shall be updated, annually or more often if required, during the course of the contract.</p>	
<u>Deliverables:</u> <ol style="list-style-type: none"> 1. First submission - with proposal 2. Updates - Required whenever information contained in the Project Management Plan changes or annually 	

DATA ITEM DESCRIPTION

<p>1. TITLE: ACCEPTANCE TEST PLAN (ATP)</p>	<p>2. IDENTIFICATION NO(s): A013</p>
<p>3. DESCRIPTION/PURPOSE: The ATP details the required tests that the contractor shall be required to perform to successfully complete the production and quality assurance phases of development and production. It shall be written in sufficient detail so that the government can be assured that when the system is ready for government acceptance testing, it has in fact met all SOW and contract delivery requirements.</p>	<p>4. APPROVAL DATE:</p>
	<p>5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB</p>
<p>7. APPLICATION/INTERRELATIONSHIP: The ATP will be utilized to establish testing guidelines and support requirements needed for the conduct of the test program.</p>	<p>6. OFFICE OF COLLATERAL RESPONSIBILITY:</p>
	<p>8. APPROVAL LIMITATIONS:</p>
<p>9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)</p>	
<p>10. PREPARATION INSTRUCTIONS: The ATP shall address power up, normal operation, emergency operation, normal power down, and emergency shut down procedures along with the procedures and schedules necessary to define and control all testing activities. Subordinated plans may be used to amplify the details associated with particular functions, test locations, or test phases. Subordinate documents and forms used to implement or accomplish the test program as well as documents and forms used to record results of testing shall be included as part of the plan. This plan will present the details necessary to define each segment of the program. The ATP shall identify each element of the system, the requirements for the elements, the means/facilities to be used to demonstrate or verify the performance or completion, and the pass/fail criteria and review actions required completing the test of a particular element. Modifications to the ATP for the individual sites may be delivered in the form of update pages to the original document.</p>	

Deliverables:

1. First submission - 60 days prior to any testing.
2. Review - USCBP has 30 days to review and comment.
3. Final - 5 working days prior to start of testing.
4. Updates - Required whenever changes are necessary.
5. 6 copies, both electronic and hard copy shall be delivered
3 to ITB, USCBP, Washington, DC
3 to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION	
1. TITLE: CALIBRATION MAINTENANCE REQUIREMENT REPORT	2. IDENTIFICATION NO(s): A014
3. DESCRIPTION/PURPOSE: Clear instructions describing calibration and settings. Manufacturer's recommended interval for inspections, tests, calibrations and adjustments. To be used by trained personnel in accomplishing the requirements.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: To provide instruction for specific CBP personnel designated to adjust NII equipment or units. Calculate cost associated with calibration requirements.	8. APPROVAL LIMITATIONS:
9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	
10. PREPARATION INSTRUCTIONS: This document shall be prepared in a contractor's format and on the vendor's letterhead. Three (3) copies shall be delivered with the first delivery of NII systems. Identify and provide data including price and vendor for the standard calibration source. These instructions will be stand-alone documents that can be used by a CBP technician in the National Enforcement Equipment Maintenance and Repair Program (NEEMR). Any equipment required to accomplish these requirements shall be initially provided to CBP NEEMR by the Contractor	

DATA ITEM DESCRIPTION	
1. TITLE: RADIOLOGICAL SURVEY REPORT	2. IDENTIFICATION NO(s): A015
3. DESCRIPTION/PURPOSE: To apprise the USCBP ITB of the radiological survey results.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: This report shall be prepared in a Government approved contractor's format. The report shall include a letter certifying the system meets filing criteria. Final report due at acceptance of system. One copy to be delivered to ITB, USCBP, Washington, DC.	

DATA ITEM DESCRIPTION	
1. TITLE: CONFIGURATION LIST	2. IDENTIFICATION NO(s): A016
3. DESCRIPTION/PURPOSE: Listing of all equipment replaceable components delivered in accordance with the Statement of Work.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
<p>10. PREPARATION INSTRUCTIONS: Prepare in USCBP ITB approved contractor's format. The contractor shall prepare an updated "as built" equipment/configuration list for each delivery. The list shall detail any equipment differences between operating systems. The following information shall be provided for all equipment:</p> <ul style="list-style-type: none"> Item Description Contractor and original vendor model numbers Contractor and original vendor part numbers Name of Manufacturer (If vendor item) Address <ul style="list-style-type: none"> Telephone Number Warranty Date <p>Provide original suitable for reproduction and 2 copies at system acceptance. Delivery shall be concurrent with system delivery, and quarterly for the first year of operation.</p>	

DATA ITEM DESCRIPTION	
1. TITLE: TECHNICAL DOCUMENTATION PACKAGE	2. IDENTIFICATION NO(s): A017
3. DESCRIPTION/PURPOSE: The Technical Documentation shall consist of all documentation used by the Contractor and all Sub-Contractor's in the production of the NII system and any follow-on production or modification. This shall include the Configuration List and any background or supporting documentation used to make design or production decisions.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: Data delivered to the Government will be used solely for the purpose of operation, repair, maintenance and training.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
<p>10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format:</p> <p><u>The Configuration Baseline</u> is: (1) An agreed-to description of the attributes of a product, at a point in time, which serves as a basis for defining change. (2) An approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change. (3) The currently approved and released configuration documentation. (4) A released set of files comprising a software version and associated configuration documentation. A Configuration Baseline shall be established and maintained for the NII system by the Contractor. All NII units delivered within a production lot shall be identical and conform to the Configuration Baseline. The Configuration Baseline shall be incorporated into the Technical Documentation and maintained by the Contractor beyond the specified life of the NII system. The Government shall have full access to all Configuration Baseline documentation for the purposes of maintaining and upgrading the NII system. Data initially produced under this contract shall be conveyed to Government free of proprietary claim. Data produced prior to this contract shall be conveyed assigning to the Government and its agent the right to use and copy the material solely for the purpose of repair maintenance and training.</p> <p>Management of the Technical Documentation</p> <p>The Contractor shall maintain a Technical Documentation file at the contractor's point of manufacture, which contains all relevant data for the design and production of the NII system produced under this contract. Management of this data shall be in accordance with the CBP Configuration Management Plan.</p> <p>Engineering Change Proposals (ECPs)</p> <p>The Contractor is encouraged to pursue continuous improvement to the delivered</p>	

product, particularly in the areas of cost and reliability. Engineering Change Proposals (ECPs) are provided for within this contract and their use is strongly supported. ECPs are proposals to enhance the value of the finished goods or services to the Government or reduce the cost of the good or services. All ECPs submitted shall be incorporated into the Technical Documentation package. ECPs that are approved shall be incorporated into the Configuration Baseline. All ECPs shall be submitted in accordance with the Engineering Changes clause of this contract. ECPs will be processed in accordance with CBP's Configuration Management Plan.

Deliverables:

1. First submission - 60 days prior to any testing.
2. Review - USCBP has 30 days to review and comment.
3. Final - 5 working days prior to start of testing.
4. Updates - Required whenever changes are necessary.
5. 6 copies to be delivered.
3 to ITB, USCBP, Washington, DC
3 to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION	
1. TITLE: Certified (As-Built) construction drawings	2. IDENTIFICATION NO(s): A018
3. DESCRIPTION/PURPOSE: The Certified (As-Built) construction drawings will consist of a complete set of site development drawings. It will have all amendments to the originals documented in a logical sequence.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: Interdiction Technology Branch
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: <i>An archive of site development and completed configuration is crucial for future reference. All amendments must be accurately annotated to insure the integrity of the documents.</i>	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
<p>PREPARATION INSTRUCTIONS: The following information shall be provided in the Certified (As-Built) construction drawings. They shall become the property of the CBP following installation and acceptance of equipment. As a minimum, the data shall contain and be shown under the following headings.</p> <p>PREPARATION INSTRUCTIONS: The Certified (As-Built) construction drawings will include but not be limited to the following information: Equipment placement variances from original drawings. Construction and/or engineering variances. Original set of construction drawings. All permit documentation. Amendments and their supporting documentation. Final Drawings with certified PE stamp. All structure corner and center coordinates must be identified as referenced from a known benchmark. Certification must be accomplished by a licensed surveyor. Unambiguous location of all structures. In addition to the paper copies, the contractor shall also provide an electronic (CD) version of the As-Built Drawings.</p>	

DATA ITEM DESCRIPTION	
1. TITLE: Construction Manager's Log	IDENTIFICATION NO(s): A019
3. DESCRIPTION/PURPOSE: The Construction Manager's Log will provide an event tracking record, which identifies completed installation actions, inspection requirements and their documentation. The log should serve as a road map of the site development and installation process.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: Interdiction Technology Branch
	6. OFFICE OF COLLATERAL RESPONSIBILITY:

<p>7. APPLICATION/INTERRELATIONSHIP: The Construction Manager's Log provides a daily interpretation of installation sequences, which will serve as a reference to identify specific work accomplished, and the agencies, companies and individuals involved.</p>	<p>8. APPROVAL LIMITATIONS:</p>
<p>9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)</p>	
<p>10. PREPARATION INSTRUCTIONS: The following information shall be provided in the Construction Manager's Log maintained by the site contractor. It shall become the property of the CBP following installation and acceptance of equipment. As a minimum, the data shall contain and be shown under the following headings.</p> <p>Originals or legible reproduction of initial and supplemental construction permits Sequence of installation events. Agency, company or individual accomplishing the task. Documentation of completed inspection requirements. Annotation of peculiarities or pertinent events, delays or obstacles and derived solutions. Contract deviations and approval documentation.</p> <p><u>Deliverables:</u> Updates- Contractor shall provide new drawings or amended attachments if changes to the system configuration or installation are not reflected in original drawings. Approval documentation for amendments as well as amended drawings or specifications will be inserted into the log and a copy forwarded for CBP.</p> <p>3. Delivery of log to the CBP shall be upon completion of acceptance testing.</p>	

6.0 Points of Contact

All questions/inquiries must be directed to the contracting officer assigned to administer the resulting contract. The Contracting Officer is the only individual with the authority to modify the resulting contract.

Program POC

To Be Determined.

COTR:

(b) (6)

Contracting Officer:

Robert Abood
 Department of Homeland Security
 U.S. Customs and Border Protection
 1331 Pennsylvania Ave (NP Rm 901)
 Washington, DC 20004

(b) (6) (office phone)
 Email: (b) (6) @dhs.gov

SECTION D PACKAGING & MARKING

D.1 PACKAGING, PACKING AND MARKING (MAR 2003)

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination.

Packages shall be clearly identified on the outer wrapping with the contract number and delivery /task order number, if applicable.

[End of Clause]

SECTION E INSPECTION & ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER	TITLE
---------------	--------------

E.2 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E.3 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

SECTION F DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER TITLE

F.2 52.247-34 F.O.B. DESTINATION (NOV 1991)

F.3 52.211-8 TIME OF DELIVERY (JUN 1997) ALTERNATE I (APR 1984)

- (a) The Contractor will delivery to and install HEMXRS at the following POEs. The Contractor is encouraged to deliver/install sooner than the "Delivery/Installation" dates shown below.

<u>Item No</u>	<u>Location</u>	<u>Quantity</u>	<u>Delivery/Installation</u>
10	(b) (4); (b) (7) (E)		
20			
30			
40			
50			
60			
70			
90			
100			
110			
120			

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

<u>Item No</u>	<u>Location</u>	<u>Quantity</u>	<u>Delivery/Installation</u>
	(b) (7) (E)	1 each	
		1 each	

<u>Item No</u>	<u>Location</u>	<u>Quantity</u>	<u>Delivery/Installation</u>
	(b) (7)(E)	1 each	
		1 each	

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by _____. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of clause)

SECTION G CONTRACT ADMINISTRATION DATA

G.1 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

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

(End of Clause)

G.2 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

G.3 SUBMISSION OF INVOICES (JUN 2009)

Copies of invoices (paper submissions) may be submitted to the following addresses OR as an alternative, to the email addresses cited below:

1. Payment Center:

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
P. O. Box 68908
Indianapolis, Indiana 46268

OR as an alternative:

Email: cbpinvoices@dhs.gov

Note – Only for awards with payment terms less than net 30:

The Subject line for all Emailed invoices to the National Finance Center must include the text
“Per CBP, Net [state # days] Invoice.”

2. Contracting Officer's Technical Representative (fill in at time of award):

DHS/U.S. Customs and Border Protection
Attention: (b) (6)

OR as an alternative:

Email: (b) (6)

3. Contracting Officer (or Contract Administrator)(fill in at time of award):

DHS/U.S. Customs and Border Protection
Attention: ROBERT ABOOD

OR as an alternative:

Email: (b) (6)

To constitute a proper invoice, the invoice shall include all the items required by Federal Acquisition Regulation (FAR) 32.905.

[End of Clause]

SECTION H SPECIAL CONTRACT REQUIREMENTS**H.1 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

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

[End of Clause]

H.2 SECURITY PROCEDURES (OCT 2009)**A. Controls**

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COTR). The COTR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.
5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COTR. The Contractor shall provide timely start information to the CO/COTR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COTR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COTR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COTR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

B. Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).

2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)
3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquires, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).
4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated CBP official identified in this contract. The designated CBP security official will review the information for completeness.
6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COTR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COTR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COTR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COTR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract will require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COTR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

1. The Contractor shall notify the CO/COTR via phone, facsimile, or electronic transmission, immediately after a personnel change become known or no later than five (5) business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.
2. The Contractor shall notify the CO/COTR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change. The CO/COTR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COTR will notify IA/SMD.

E. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees are required to execute a non-disclosure agreement (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

[End of Clause]

H.3 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)

a. Contractor Performance Evaluation

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

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (COTRs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

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

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

b. Primary and Alternate Corporate Senior Contractor Representatives

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

c. Electronic access to contractor Performance Evaluations

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

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

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

[End of Clause]

SECTION I CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER TITLE

- I.2 52.202-1 DEFINITIONS (JUL 2004)**
- I.3 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.4 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**
- I.5 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**
- I.6 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)**
- I.7 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- I.8 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
- I.9 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**
- I.10 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.11 52.203-15 Whistleblower Protections Under The American Recovery And Reinvestment Act of 2009 (Mar 2009)**
- I.12 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)**
- I.13 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS (JUL 2010)**
- I.14 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**
- I.15 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)**
- I.16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)**
- I.17 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)**
- I.18 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **Invoice.**
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central

Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.--*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51–58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) *Central Contractor Registration (CCR).*
 - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

I.19 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

I.20 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

I.21 52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009) ALTERNATE I (MAR 2009)

I.22 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)

I.23 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

I.24 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

I.25 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

I.26 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.27 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

I.28 52.222-3 CONVICT LABOR (JUN 2003)

I.29 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

I.30 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

I.31 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

I.32 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.33 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

I.34 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.35 52.225-1 BUY AMERICAN ACT-SUPPLIES (FEB 2009)

I.36 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.37 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007)

I.38 52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)

I.39 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

I.40 52.232-1 PAYMENTS (APR 1984)

I.41 52.232-11 EXTRAS (APR 1984)

- I.42 52.232-17 INTEREST (OCT 2008)
- I.43 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.44 52.232-25 PROMPT PAYMENT (OCT 2008)
- I.45 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- I.46 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- I.47 52.233-1 DISPUTES (JUL 2002)
- I.48 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I.49 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- I.50 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- I.51 52.242-13 BANKRUPTCY (JUL 1995)
- I.52 52.243-1 CHANGES - FIXED-PRICE (AUG 1987)
- I.53 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

- I.54 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

- I.55 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- I.56 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

I.57 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

- (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 entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (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.
- (3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.58 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (JUL 2010) ALTERNATE II (JUN 2010)

- (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:
 - (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (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:
[Contracting Officer check as appropriate]
 - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
 - (2) 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)).
 - (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

- (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (8) [Reserved]
- (9) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-6.
 - (iii) Alternate II (MAR 2004) of 52.219-6.
- (10) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-7.
 - (iii) Alternate II (MAR 2004) of 52.219-7.
- (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- (12) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (OCT 2001) of 52.219-9.
 - (iii) Alternate II (OCT 2001) of 52.219-9.
 - (iv) Alternate III (JUL 2010) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (15)(i) 52.219-23, 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).
 - (ii) Alternate I (JUN 2003) of 52.219-23.
- (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
- (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (20) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

- [X] (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- [] (27) 52.222-54, 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.)
- [] (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [X] (29) 52.223-15, Energy Efficiency in Energy--Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [X] (30)(i) 52.223-16, IEEE 1689 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - [] (ii) Alternate I (DEC 2007) of 52.223-16.
- [X] (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [] (32)(i) 52.225-3, Buy American Act Free Trade Agreements--Israeli Trade Act (JUN 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).
 - [] (ii) Alternate I (JAN 2004) of 52.225-3.
 - [] (iii) Alternate II (JAN 2004) of 52.225-3.
- [] (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [] (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (35) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)
- [] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- [] (37) 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)).
- [] (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- [] (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- [] (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- [X] (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [] (43)(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 (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (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), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
 - (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (A) 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)).

- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (D) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (E) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (F) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (G) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (H) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (I) 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.).
- (J) 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.).
- (K) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (L) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (M) 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). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(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.

(End of clause)

I.59 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENTS FOR SMALL DISADVANTAGED CONCERNS (OCT 2008)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR Part 124, subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR Part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its

application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of _____ percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

I.60 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General clause contained in this contract) in and to the technical data contained in the proposal dated Aug. 2, 2010, upon which this contract is based.

(End of clause)

I.61 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002)

- (a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.
- (b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions - Commercial Items.
- (c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.
- (d) Reservation of rights.
 - (1) No payment or other action by the Government under this clause shall -
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Government's rights and remedies under this clause -
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:
 - (1) The name and address of the Contractor;
 - (2) The date of the request for financing payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made; and
 - (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.
- (f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.
- (g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

- (h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

I.62 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2010) ALTERNATE I (JUN 2010)

- (a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (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)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a));
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (vii) [Reserved]
- (viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

- (d) The Contractor shall include the terms of this clause, including this paragraph (d), but not including paragraph (e), in subcontracts awarded under this contract.
- (e) To the maximum extent practicable, when the Contractor acts as a purchasing agent for the Government with respect to a purchase that exceeds the simplified acquisition threshold, the Contractor shall conduct market research (10 U.S.C. 2377(c)) to--
- (i) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that--

- (A) Meet the agency's requirements;
 - (B) Could be modified to meet the agency's requirements; or
 - (C) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and
- (ii) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of clause)

I.63 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)

(a) Definitions. As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data".

(b) Contractor's obligations.

The Contractor warrants that for 2 years all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

- (2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
- (3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.
- (4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.
- (5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.
- (6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

- (1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price--
 - (i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or
 - (ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

- (2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.
- (3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 30 DAYS. The Contractor shall submit to the Contracting Officer a written recommendation within 30 DAYS as to the corrective action required to remedy the breach. After the notice of breach, but not later than 30 DAYS after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.
- (4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 2 YEARS from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 2 YEARS thereafter.
- (5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(End of clause)

1.64 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) Alternate I (JUN 2006)

- (a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably

adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
 - (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
 - (3) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of Clause)

I.65 3052.225-70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (AUG 2009)

(a) Definitions. As used in this clause--

- (1) Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

- (2) Component" means any item supplied to the Government as part of an end product or of another component.
 - (3) End product" means supplies delivered under a line item of this contract.
 - (4) Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
 - (5) Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.
 - (6) United States" includes the possessions of the United States.
- (b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:
- (1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or
 - (2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.
- (c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:
- (1) Cotton and other natural fiber products.
 - (2) Woven silk or woven silk blends.
 - (3) Spun silk yarn for cartridge cloth.
 - (4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).
 - (5) Canvas products.
 - (6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).
- (d) This clause does not apply--
- (1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;
 - (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or
 - (3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

[End of clause]

SECTION J LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment No.	No. of Pages	Attachment Title
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