

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
 PAGE 1 OF 45

2. CONTRACT NO. N10PC18234  
 3. AWARD/EFFECTIVE DATE 03/25/2010  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  
 a. NAME  
 b. TELEPHONE NUMBER (No collect calls)  
 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY  
 CODE 00004  
 NBC - Acquisition Services Directorate  
 381 Elden Street, Suite 4000  
 Herndon, VA 20170-4817  
 TEL: (b) (6)  
 FAX: (703) 964-5300 ext.

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: 0.00% FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS: 541990  
 SIZE STANDARD: 5,000,001-10,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS  
 10 days %  
 20 days %  
 30 days %  
 days %

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO  
 CODE 17b  
 See Line Item Extended Description  
 See line item description  
 Attn: No Contacts Identified

16. ADMINISTERED BY  
 CODE 00004  
 NBC - Acquisition Services Directorate  
 381 Elden Street, Suite 4000  
 Herndon, VA 20170-4817

17a. CONTRACTOR/OFFEROR  
 CODE \* FACILITY CODE  
 DRS TECHNICAL SERVICES, INC.  
 12930 WORLDGATE DR STE 700  
 HERNDON, VA 20170-5607  
 TELEPHONE NO: (b) (6)

18a. PAYMENT WILL BE MADE BY  
 CODE govpay  
 GovPay Electronic Invoicing at <http://www.govpay.gov>  
 e-mail: HelpDesk@govpay.gov Phone: 703-964-8802

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  
 OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA  
 No Funding Information

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30. DATE SIGNED (type or print)  
 (b) (6)  
 30c. DATE SIGNED 3/25/10  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 (b) (6)  
 31c. DATE SIGNED 03/25/2010

30. DATE SIGNED (type or print)  
 (b) (6)  
 30c. DATE SIGNED 3/25/10  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 (b) (6)  
 31c. DATE SIGNED 03/25/2010

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER

PAGE 1 OF 45

2. CONTRACT NO. N10PC18234	3. AWARD/EFFECTIVE DATE 03/25/2010	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY NBC - Acquisition Services Directorate 381 Elden Street, Suite 4000 Herndon, VA 20170-4817 TEL: (b) (6) FAX: (703) 964-5300 ext.	CODE 00004	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0.00% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541990 SIZE STANDARD: 5,000,001-10,000,000	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %
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15. DELIVER TO See Line Item Extended Description See line item description  Attn: No Contacts Identified	CODE 17b	16. ADMINISTERED BY NBC - Acquisition Services Directorate 381 Elden Street, Suite 4000 Herndon, VA 20170-4817	CODE 00004
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17a. CONTRACTOR/OFFEROR DRS TECHNICAL SERVICES, INC. 12930 WORLDGATE DR STE 700 HERNDON, VA 20170-5807 TELEPHONE NO (b) (6)	CODE *	FACILITY CODE	18a. PAYMENT WILL BE MADE BY GovPay Electronic Invoicing at <a href="http://www.govpay.gov">http://www.govpay.gov</a> e-mail: HelpDesk@govpay.gov Phone: 703-964-8802	CODE govpay
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
-------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA No Funding Information	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
-----------------------------------------------------------------	---------------------------------------------

<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) David R. Mitchell	31c. DATE SIGNED 03/25/2010
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)

<b>Line Item Summary</b>	<b>Document Number</b> N10PC18234	<b>Title</b> LPR IDIQ	<b>Page</b> 3 of 45
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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*This contract is a Firm Fixed Price IDIQ.*

*Please see attachment J.12 for "LPR IDIQ Base + 4 Option Years CLINS & Pricing". Please note that the CLIN structure and numbering has changed since the solicitation.*

0001	Base Year	(03/25/2010 to 03/24/2011)	0.00		\$ .000	\$ 0.00
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0002	Option Year 1	(03/25/2011 to 03/24/2012)	0.00		\$ .000	\$ 0.00
	Option Year 1 is unexercised.					OPTION PERIOD

0003	Option Year 2	(03/25/2012 to 03/24/2013)	0.00		\$ .000	\$ 0.00
	Option Year 2 is unexercised.					OPTION PERIOD

0004	Option Year 3	(03/25/2013 to 03/24/2014)	0.00		\$ .000	\$ 0.00
	Option Year 3 is unexercised.					OPTION PERIOD

<b>Line Item Summary</b>	<b>Document Number</b> N10PC18234	<b>Title</b> LPR IDIQ	<b>Page</b> 4 of 45
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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0005	Option Year 4	(03/25/2014 to 03/24/2015)	0.00		\$ .000	\$ 0.00
	Option Year 4 is unexercised.					OPTION PERIOD

**Total Cost:** \$0.00

*Attachments J.1, J.2, J.3, J.8, J.9, and J.10 of the Solicitation are incorporated by reference.*

*Delivery location and dates will be specified on individual task orders.*

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<https://www.acquisition.gov/far/>

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	March 2009

2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS FEBRUAR Y 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) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, 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 shall check as appropriate.]

\_\_\_X\_\_\_ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 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 (DEC 2008) (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 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

\_\_\_ (6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

\_\_\_ (7) [Reserved]

\_\_\_ (8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_X\_ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_X\_ (11(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (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.
- \_\_\_ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_X\_ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (14)(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 (June 2003) of 52.219-23.
- \_\_\_ (15) 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).
- \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_X\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- \_X\_ (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- \_X\_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- \_X\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- \_X\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_X\_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- \_\_\_ (26) 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.)
- \_\_\_ (27)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).



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\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_(29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_(ii) Alternate I (DEC 2007) of 52.223-16.

X (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (31)(i)52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138.

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O's, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (36) 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)).

\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (42)(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.).

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\_\_\_ (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) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, 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.

(iii) [Reserved]

(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 (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(ix) 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)).

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(x) 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.).

(xi) 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.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(xiv) 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)

3      52.242-14      SUSPENSION OF WORK

APRIL 1984

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed--

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SUPPLIES OR SERVICES AND PRICES

See Attachment J.12 - LPR IDIQ Base + 4 Option Years CLINS & Pricing

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 DESCRIPTIONS AND SPECIFICATIONS

#### STATEMENT OF WORK

##### C.1 Background

The U.S. Customs & Border Protection (CBP), a component of the Department of Homeland Security (DHS), has the responsibility to defend the United States (U.S.) borders against the entry of terrorists and terrorist weapons, illegal aliens, narcotics and other threats to our country, while expediting passage for legitimate travelers and trade. The CBP employs a layered enforcement strategy to accomplish this mission, which includes the use of a wide range of technology to target and detect threats to border security. One such technology is the License Plate Reader (LPR) system that reads, queries, and counts vehicles. The LPR's ensure that all passenger vehicles crossing the U.S. land borders are accurately counted and their license plates automatically queried against a (b) (7)(E) allowing the CBP Officer in the primary lane to focus their attention fully on traffic and any possible threats to security and safety.

The installation of LPR's began in 1998 when Congress appropriated funds jointly to the U.S. Customs Service and the Immigration & Naturalization Service to install LPRs at land border Ports of Entry (POE). This appropriation followed a successful pilot project, which showed that LPRs would provide a positive benefit. Additional deployment of next generation LPR's for Privately Owned Vehicle (POV) at border crossings was accomplished as part of the current Western Hemisphere Travel Initiative project (WHTI). It is planned that all LPR's for POV deployed at fixed border crossing locations (Inbound Lanes only) will be procured through the current and active WHTI contract vehicle.

In addition to the above, CBP intends to procure LPR's for detecting and reporting license plates on,

1. Both commercial and POV's in dual or mixed use lanes when deployed at fixed sites,
2. As mobile systems, and
3. When used as hand held systems

To date, (b) (7)(E) have been installed and are in use at (b) (7)(E). The installation of these LPRs required major changes to port operations because of the lane infrastructure that was required to protect the LPRs. The protective infrastructure (bollards, K-rail and other types of barriers) created an LPR lane footprint that ports have incorporated into their daily operations and that has provided positive enforcement and safety benefits.

##### C.2 Objective

The LPR systems currently in use by CBP meets part of the agencies LPR use requirements. In addition, CBP has a need to procure new systems that are of commercial nature to meet additional operational requirement needs. The LPR system will be able to accurately read and transmit all license plate data, including state/province of origin for the listed types of vehicular traffic, to (The Enforcement Communications System)TECS; accurately count vehicles passing through lanes with installed LPRs; and perform other functions, as outlined in this Statement of Work (SOW), including the ability to (b) (7)(E)

The objective of this solicitation is to award a fixed price, indefinite-delivery, indefinite-quantity (IDIQ) contract issued under the franchise authority of the Department of the Interior, National Business Center, Acquisition Services Directorate-Herndon (AQD) (formerly GovWorks). Under the franchise authority, AQD provides acquisition support to other federal agencies. This particular contract will provide for the previously stated objective. As these systems approach the end of their useful life it is critical that AQD has a ready contract vehicle in place for CBP with an immediate need for these types of requirements.

##### C.3 Scope of Work

This SOW defines the minimum performance requirements for an LPR system based on commercially available technology with additional specified capability. The scope of work required to perform the solicitation requirements at a minimum shall include: program management, site preparation, hardware and other equipment, engineering, manufacturing, assembly, software, installation, logistics, engineering support of testing, modification, verification, system/component integration, documentation, and warranty. The

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Contractor shall provide all personnel, services, materials, facilities and equipment necessary to accomplish the tasks and requirements specified in this SOW. This SOW does not include any on-site construction or developmental items. The scope of this SOW encompasses full contractor support (as listed above and further defined below) to produce, install, warrant and maintain LPR systems at various CBP facilities, within a 5 year period (1 base year and 4 option years). CBP facilities include primarily Ports of Entry (POEs) and Border Patrol Checkpoints. Other government agencies may acquire LPRs, and other associated systems, under this contract.

### C.3.1 LPR System Types

There are three LPR system types associated with this SOW. These LPR systems are to be commercially available equipment that requires none to little modification for deployment. These three systems are:

1. Fixed lane LPR systems - Dual Use (Commercial Vehicles and POV)
2. Mobile LPR
3. Hand Held LPR

The following subsections define specific tasks and requirements to be performed by the Contractor. The Contractor shall be fully prepared to begin work within 30 days of contract award without any further need to develop the products or capabilities required by this SOW.

Each installed LPR system shall correctly read at least 95% of all vehicle license plates that pass through the system and that are issued by any U.S. state, the District of Columbia, any Canadian province or any Mexican state or district. Please refer to Appendix 1 for a full list of these with the proper two-letter codes. For brevity, this requirement will be abbreviated throughout this SOW as state/province of origin, but will always mean all of the United States, the District of Columbia, all of the Canadian Provinces and Territories, and the country of Mexico.

An accurate read shall be defined as both the state/province of origin and all alphanumeric characters correctly identified and transmitted. An incorrect read (error) is construed as one or more missing, incorrect, or superfluous alphanumeric characters or a missing or incorrect state/province of origin on any vehicle with a license plate. An LPR read of No Plate (NP) is not an error and will not count against the required 95% accuracy, if there are no plates on the vehicle, as confirmed by the camera image. An error for an incorrect read will be counted against the 95% accuracy requirement if there is a plate which the LPR should have read at the front or rear of the vehicle. There are no other exceptions to the requirement for 95% accuracy.

The LPR must be able to count each vehicle that passes through the LPR lane and the system must record that passage. This will be independent of whether the system could identify or read that vehicle's license plate or plates. Each installed LPR system shall correctly count vehicles to at least 99% accuracy.

Each LPR system shall have the ability to deliver real-time images (b) (7)(E)  
(front and rear plates; (b) (7)(E)

#### C.3.1.1 Fixed Lane LPR Systems - Dual Use (Commercial Vehicles and POV)

This configuration specifies installation of a Fixed Lane Dual Use (Commercial Vehicles and POV) LPR system at a fixed, permanent installation such as a CBP POE or BP Checkpoint or equivalent site to capture data on commercial vehicles while also capturing data on all POV's that pass through the same lane without any manual user intervention.

Each installed LPR system shall capture and correctly read the alphanumeric and recognize the state/province of origin on each commercial vehicle. Each read should be independent, front and rear, of the vehicle and any equipment attached to the conveyance.

(b) (7)(E)



Table 1: Requirements for Fixed Lane LPR systems - Dual Use (Commercial Vehicles and POV)

1. Must maintain as a minimum 95% accuracy for all license plates. All alphanumeric characters and the state or province of origin equals an accurate read.
2. Must read license plates and transmit a single query on cars, vans, pickup trucks, and motorcycles and transmit queries for each and every unique plate on a commercial vehicle.
3. The LPR system must read the license plate information and transmit a TECS query within 1.0 second of the completion of the final, or rear plate read.
4. Must work 24 hours a day, seven days a week.
5. Must work in all weather conditions.
6. Must fit within lane foot print as described within CBP Port Design Guide and Border Patrol Design Guide. In the case of a lane that already has an LPR system installed, the replacement system must fit within existing lane footprint.
7. Must read license plates on vehicles traveling at speeds up to (b) (7)(E)
8. Must read both retro reflective and non-retro reflective license plates.
9. Must be capable of being installed and operated in a wireless mode in compliance with the 3-DES FIPS 140-2 standard. This may be necessary at sites where the installation of cabling is not possible.
10. Must function as specified using 115 VAC (+/- 10%), 50-60Hz.
11. Illumination required for operation of the LPR system (other than natural light or already existing artificial light) must not interfere with traffic flow or site operation, nor pose a health or safety hazard when in operation.
12. Must operate from -40 to 122 degrees Fahrenheit.
13. All LPR electronic enclosures must meet NEMA type 4 standards.
14. Must meet TECS query requirements (see Table 10).
15. Must count vehicles to 99% accuracy and provide reports.
16. Must meet image capture requirements (see Table 7).
17. Field of View: The field of view of the system should be such

- (b) (7)(E)
- (b) (7)(E)

C.3.1.2 Mobile LPR System

The Mobile LPR is a self contained unit. This unit will be deployed to a location and be expected to operate with minimal setup and reconfiguration. This unit is expected to cover a traffic lane without permanent protective bollards or barriers. The functional requirements of the Mobile LPR are described in the table below:

Table 2: Requirements for Mobile LPR System

1. Must maintain as a minimum 95% accuracy for all license plates. All alphanumeric characters and the state or province of origin equals an accurate read.
2. Must read license plates and transmit a single query on cars, vans, pickup trucks, and motorcycles and transmit queries for each and every unique plate on a commercial vehicle.
3. The LPR system must read the license plate information and transmit a TECS query within 1.0 second of the completion of the final, or rear plate read.
4. Must work 24 hours a day, seven days a week.
5. Must work in all weather conditions.
6. Minimal set up and reconfiguration time to be less than 2 hours for 1 person.  
Minimal disassembly time not to exceed 30 minutes.
7. Must read license plates on vehicles traveling at speeds up to (b) (7)(E).
8. Must read both retro reflective and non-retro reflective license plates.
9. Must be capable of operating wirelessly in compliance with the 3-DES FIPS 140-2 standard.
10. Must maintain continuous operation for a minimum of 8 hours.
11. Illumination required for operation of the LPR system (other than natural light or already existing artificial light) must not interfere with traffic flow or site operation, nor pose a health or safety hazard when in operation.

12. If vehicle mounted, the mobile LPR Systems shall have no special alternator, battery or engine modifications, and have a separate fuse or breaker.
13. Must operate from -40 to 122 degrees Fahrenheit.
14. All LPR electronic enclosures must meet NEMA type 4 standards.
15. Must meet TECS query requirements (see Table 10).
16. Must count vehicles to 99% accuracy and provide reports.
17. Must meet image capture requirements (see Table 7).
18. Field of View: The field of view of the system should be such

- (b) (7)(E)
- (b) (7)(E)

### C.3.1.3 Hand Held LPR System

CBP requires a hand held wireless device that is capable of reading license plates as accurately as a fixed lane system. This system is intended for use in the vehicle pre-queue area or secondary inspection area of a CBP POE or BP Checkpoint or equivalent site where a hardwired system is not available. The hand held as a system shall consist of a mobile hand held device and a fixed receiver base as described in detail below.

#### C.3.1.3.1 Mobile Hand Held Device

The mobile hand held device has the following components:

1. Camera
2. (b) (7)(E)
3. Secure wireless transmission of the image
4. Battery power source (see Table 4)

Requirements for these components are described in the table below.

Table 3: Requirements for Hand Held LPR System – Hand Held Component

1. Illumination required for operation of the camera (other than natural light or already existing artificial light) must not interfere with traffic flow or site operation, nor pose a health or safety hazard when in operation.
2. Must read license plates on non-moving or still vehicles.
3. Must work 24 hours a day, seven days a week.
4. Must work in all weather conditions.
5. Must read both retro reflective and non-retro reflective license plates.
6. Data/image (front or rear license plate only) to be captured by camera with in a range from a minimum distance of (b) (7)(E) to a maximum distance of (b) (7)(E) from the plate.
7. Must be capable of operating wirelessly in compliance with the 3-DES FIPS 140-2 standard.
8. Must operate from -40 to 122 degrees Fahrenheit.
9. Should have a display screen of a size greater than or equal to 3 inches. LED back lit display, belt clip, built in camera to capture LPR quality images, internal battery enabling an 8 hour operation.
10. The hand held LPR device shall have a replaceable, rechargeable battery with an 8 hour lifetime. An internal battery shall allow for external battery change without loss of connection.
11. Should be able to operate in a bi-directional mode with the base-station enabling it to receive acknowledgment of transmission as good or not good. The query response will be a flag message indicating a good or not good.
12. As a preferred method, the device should allow single handed operation with a single key action for each function.
13. The picture has to be captured in a safe manner such that the officer holding the hand held device is not directly in front of or directly behind the vehicle. The preferred method would be for the officer to stand at an incident angle of (b) (7)(E) when looking towards the rear or the front of vehicles license plate to capture images of the license plate.
14. The hand held should have a capability to allow the officer to manually input the license plate information, both the license plate alphanumeric and the state/country of origin.

#### C.3.1.3.2 Fixed Base Receiver Device

The fixed base receiver device has the following functions:



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- a. Receive
- b. Image processing
- c. Convert the image to formatted text query to TECS or TECS II system (both state/province and alphanumeric characters)
- d. Battery charging

Requirements for the base unit are described in the table below.

Table 4: Requirements for Handheld LPR System - Fixed Base

1. Must function as specified using 115 VAC (+/- 10%), 50-60Hz.
2. Must maintain as a minimum 95% accuracy for all license plates. All alphanumeric characters and the state or province of origin equals an accurate read.
3. The LPR system must read the license plate information and transmit a TECS query within 1.0 second of the receipt of the final plate read.
4. Must operate from -40 to 122 degrees Fahrenheit.
5. All LPR electronic enclosures must meet NEMA type 4 standards.
6. Must meet TECS query requirements (Table 10).
7. Must be capable of operating wirelessly in compliance with the 3-DES FIPS 140-2 standard.
8. Must work 24 hours a day, seven days a week.
9. Must work in all weather conditions.

#### C.3.1.3.3 Hand Held Device Ergonomic Design

The hand held device should be ergonomically designed such that the device meets the requirements described in the table below.

Table 5: Requirements for Hand Held LPR System Ergonomic Features

1. Minimize the stress on the operator's arms, hands and wrists that are associated with operation of the hand held devices.
2. The device should be shaped to nest comfortably within the user's hand to enable the user to hold for extended periods of time, a minimum of two hours.
3. Hand held equipment should not require attachment to an electrical outlet.
4. The equipment should be equipped with a means (such as a string, strap, or clip) to attach the device to the user's body or clothing when not in use so that the equipment does not interfere with the accomplishment of other tasks when not in use.
5. The equipment should have a non-slip surface and be shaped so as to prevent it from slipping out of the user's hand.
6. Hand held equipment should be small, lightweight and conveniently shaped. The hand held equipment should not weigh more than 5.1 pounds (2.3 kg) and should be capable of being held and operated with the same hand. These devices should be smaller than 4 inches (100 mm) high, x 10 inches (255 mm) long, by 5 inches (125 mm) wide. (Reference: MIL-HDBK-759C (Department of Defense, 1995))
7. Portable equipment should have rounded corners and edges.

#### C.3.2 Image Capture and Data Storage Capability

All LPR systems, except Hand Held, shall provide to the CBP system, in real time, all images captured by the system for display at the Vehicle Primary inspection booth.



(b) (7) (E)

### C.3.3 Interface and Query Format Requirements

This section details the interface and query format requirement between the vendors developed application and the following CBP applications:

- Vehicle Primary Application and Integration Services (VPAIS)
- TECS



#### TECS

TECS is CBP PSPO's legacy mainframe based system for conducting enforcement related queries on vehicles. The vendor's middleware shall interface with TECS and the soon to be developed and implemented newer modernized version called TECS II and pass the LPR reads in the formats prescribed in section 3.3.1 to 3.3.4.

#### TECS Query Format

The following paragraphs describe the message types sent by the LPR system to TECS

##### C.3.3.1 Privately Owned Vehicle (POV)

When the system reads the plates normally, it will send a TECS query as defined in Table 10. A correctly formatted query would include the following information: (b) (7)(E)

(b) (7)(E) The system shall transmit the LPR data as soon as the plate read is completed.

##### C.3.3.2 Commercially Owned Vehicle

In the event the system reads the plates normally, it will send a TECS query as defined in Table 10. A correctly formatted query would include the following information: (b) (7)(E)

(b) (7)(E) The system shall communicate the package is complete once the commercial vehicle moves out of the LPR read area.

##### C.3.3.3 No Read

In the event that the system cannot confidently read a license plate within the captured image, it shall transmit special characters in the data packet formatted for TECS, currently a "\*\*\*\_" signifying "no read". This is subject to the requirements as provided in Section C.3.1.

##### C.3.3.4 No Plate

In the event that the system cannot confidently locate either the front or rear license plates within the captured images, it shall transmit in the data packet formatted for TECS "NP" (state/province code) "NO PLATE" (character string) signifying "no plate". This is subject to the requirements as provided in Section C.3.1.

C.3.4 Examples Formatted for TECS:

Table 9: TECS Query Requirements



C 3.3.5 Interface for LPR Read Message

The following section defines the format of the interface requirements for LPR read message. The LPR read message contains the data associated with the capture of the License Plate data. The following table describes the fields of the LPR read message.

Table 10: Format of the Interface Requirements for LPR read Messages

Field	Size	Description

The content of Table 10 is completely redacted with a large black rectangular block. The redaction is marked with three large red characters: (b), (7), and (E).



#### C.4 Major Activities

The major activities required for effective deployment of LPR systems at CBP sites consist of the following:

##### C.4.1 Program Management

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include general schedule management capability of all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the SOW. Resumes submitted for employees assigned to perform under this SOW shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

##### C.4.1.1 Configuration Management Plan

The Contractor shall be responsible for maintaining a Configuration Management Plan of the LPR systems. This plan shall contain a brief description of all configuration(s)/version(s) of an LPR system fielded at each CBP site. It shall also contain a matrix of sites and configuration(s)/version(s) of LPR systems in use at each site. If upgrades are scheduled, the matrix shall include the proposed date of the upgrade for each site. This shall be included in the monthly status report. The first plan submission shall be upon contract award. Plan shall be submitted in Microsoft Word. Any configuration/version changes which affect operations or care/cleaning or maintenance shall be approved by CBP.

##### C.4.1.2 Integrated Support Logistics Plan

The Contractor shall develop and submit an Integrated Logistics Support Plan (ILSP) for the support and sustainment of the deployed LPR capabilities in accordance with the requirements of DHS Directive 102-01.

##### C.4.1.3 Operator's Manuals

Upon installation the Contractor shall deliver to the site, one original commercial grade quality Operators Manual for each type of installed LPR and one photo copy of the Operators Manual. The Operator's Manual shall contain an overview of the systems step-by-step procedures for all normal and emergency procedures. The manual will be used to provide non-technically oriented operators an understanding of equipment operations.

The Contractor shall also provide an electronic version (Microsoft Word format) of the Operators Manual to CBP. CBP will be allowed to reproduce copies from this electronic version, and distribute copies within the organization. The Contractor shall provide updates to the electronic version with the next monthly status report following the update to keep the information in the Manual current.

##### C.4.1.4 Orientation Briefing

Within 2 weeks of award, an orientation briefing will be conducted. This is not expected to be an elaborate orientation briefing nor is expected to require significant resources to prepare for this briefing. The intent of the briefing is to initiate the communication process between CBP and the Contractor by introducing key task participants, to explain their roles, to review contract terms and conditions, to review communication ground rules, to review performance objectives, and to assure a common understanding of subtask

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requirements and objectives. The orientation briefing will be held at the CBP Office of Information and Technology in Springfield, VA. The date and time will be mutually agreed upon by both parties.

The completion of this briefing will result in the following:

- Introduction of both Contractor and Government personnel performing work under this contract.
- The Contractor shall demonstrate confirmation of their understanding of the work to be accomplished under this SOW.

#### C.4.1.5 Reports

The contractor shall refer to Section F for appropriate data item deliverables milestone.

##### C. 4.1.5.1 Monthly Status Report

Within ten (10) working days of the start of each month, the Contractor shall submit a status report reflecting the activities of the prior month. The intent of this report is to keep the COTR apprised of contract activity and progress. This report shall include all documentation and information referenced elsewhere in this solicitation.

##### C.4.1.6 Quarterly Program Review

A Program Review shall be conducted on a quarterly basis to discuss program status and outstanding issues. The agenda shall be mutually agreed upon prior to the review. The Contractor shall be responsible for documenting and preparing all meeting/review minutes for CBP approval. Both CBP and the Contractor shall mutually agree upon review location.

#### C.4.2 Hardware/Software/Interface

##### C.4.2.1 Hardware

The Contractor shall provide all hardware and other equipment necessary for the LPR system to operate relative to the specified LPR System type. The Contractor shall provide all hardware, software, documentation and other equipment and support necessary for the LPR system to pass the Enterprise Operational Testing and Evaluation (EOT&E) to ensure it is compatible with the standard CBP image, existing installed operational systems, and the Security and Technology Policy (STP) office will review the documentation and provide feedback on any known security vulnerabilities and Section 508 compliance (see appendix J.11) issues associated with the technology.

Changes to the LPR hardware environment shall be subjected to revalidation of their interoperability prior to certification for use as part of the deployable LPR system

##### C.4.2.2 Software

The contractor shall provide all software required for proper operation of the LPR system to operate relative to the specified LPR System type. The Contractor shall provide all hardware, software, documentation and other equipment and support necessary for the LPR system to pass the Enterprise Operational Testing and Evaluation (EOT&E) to ensure it is compatible with the standard CBP image, existing installed operational systems, and the Security and Technology Policy (STP) office will review the documentation and provide feedback on any known security vulnerabilities and Section 508 compliance (see appendix J.11) issues associated with the technology.

Changes to the LPR software environment shall be subjected to revalidation of their interoperability prior to certification for use as part of the deployable LPR system.

All software to be used by the Contractor for the LPR system shall be tested by CBP for the TECS application as well as network and security compatibilities at a CBP-designated site prior to installation or use. The Contractor shall develop procedures for all software to be tested by CBP, including on-site technical support and guidance during the testing. All engineering support for compatibility testing, demonstration (whether at the CBP I Lab or Test Lane Facility), and integration of LPR software and hardware into the CBP environment (CBP TRM) will be included in Project Management as these steps are necessary for successful deployment of the LPR system.

##### C.4.2.3 Interface

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The contractor shall provide LPR System interfaces with VPAIS, TECS and with CBP's Standard Operating System (current Windows 2000/XP); in addition to being capable of maintaining interface requirements with future CBP Standard Operating Systems, for example Vista, relative to the specified LPR System type. The Contractor shall provide all hardware, software, documentation and other equipment and support necessary for the LPR system to pass the Enterprise Operational Testing and Evaluation (EOT&E) to ensure it is compatible with the standard CBP image, existing installed operation systems, and the Security and Technology Policy (STP) office will review the documentation and provide feedback on any known security vulnerabilities and Section 508 compliance issues (see appendix J.11) associated with the technology.

Changes to the LPR system interfaces shall be subjected to revalidation of their interoperability prior to certification for use as part of the deployable LPR system.

The LPR system shall encompass a software and hardware environment that implements an open set of specifications for interfaces, services, and supporting formats to enable properly engineered components to be utilized across a wide range of systems with minimal changes, to interoperate with other components on local and remote systems, and to interact with users in a style that facilitates portability.

#### C.4.2.4 Open System Methodology

CBP requires that all LPR system implement Open System Methodology. The LPR system shall encompass a software and hardware environment that implements an open set of specifications for interfaces, services, and supporting formats to enable properly engineered components to be utilized across a wide range of systems with minimal changes, to interoperate with other components on local and remote systems, and to interact with users in a style that facilitates portability.

#### C.4.3 Site Preparation

Site preparation includes site survey, design, and construction coordination related activities (i.e. site visits) in preparation for LPR installation. Site preparation will vary in complexity from site to site depending on the lane usage and other factors related to Port and Checkpoint Operations.

CBP will determine who will perform site preparation and construction prior to the installation of the LPR equipment. The Contractor shall interface with the CBP designated Contractor to perform site preparation, the Contractor shall cooperate fully with this designated construction contractor and provide specifications and technical support as needed.

##### C.4.3.1 Site Survey

Collect site-specific information, identify specific local requirements, and provide an opportunity to establish initial deployment concepts for each location. During the site survey, the Contractor will identify all GFE to be removed and retained by the government.

##### C.4.3.2 Design

Develop site infrastructure and LPR system design, from initial concept to final design. This shall include holding meetings and providing information necessary for all local stakeholders to review final design concepts and achieve consensus on the overall approach recommended relative to the respective installation. Designs must be reviewed and certified by a Professional Engineer (PE). Final approved design will be turned over to the CBP chosen construction offeror.

- a) For installation type Fixed Lanes LPR system for Dual Use: Contractor shall provide modification to the existing designs and drawing and resubmit drawing for final approval.
- b) For Installation Type Mobile: There are no specific requirements for site preparation to install the mobile equipment.
- c) For Installation type Hand Held: If fielded at a POE, Checkpoint, or similar facility, Contractor shall provide a detailed site survey of the facility to identify the appropriate location for installing the RF receiver equipment.

##### C.4.3.3 Wiring

Unless otherwise directed, the Contractor shall provide all wiring necessary to make the LPR system operational, including but not limited to wiring in lanes, inside of facilities and between points of the LPR installation. As part of the construction activity pull lines will be left in place for use by the installation team at cable installation.

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All wiring shall meet all applicable codes and standards (National Electric Code (NEC), Facilities Standard for Public Building Service (PBS-IOO), other federal/state/local requirements, and accepted standards and practices, etc.).

#### C.4.3.4 Reuse of Existing Conduit/Wiring

CBP requires the reuse of existing conduit and wiring where practicable. Potential reuse of conduit and cable will be identified during the site survey.

#### C.4.3.5 TECS Interface Requirements

The TECS software has been modified to accept LPR system input. The LPR system shall use the formats described in section C.3.3 and Table 8 to interface with TECS.

The Government shall supply the Contractor with the lane identifier information required for TECS queries prior to the LPR system installation. If any new TECS software modifications are identified, the Government shall inform the Contractor within ten (10) business days.

#### C.4.3.6 Coexistence with Other CBP Systems

All LPR systems shall not interfere with other CBP systems and programs, including, but not limited to, the CBP Wide Area Network, CBP Local Area Networks, the Radiation Portal Monitors (RPM), the Automated Commercial Environment (ACE), all Dedicated Commuter Lane (DCL) systems, and the Western Hemisphere Travel Initiative (WHTI).

#### C.4.3.7 CBP Network Interface Requirements

CBP will provide the Contractor with a point or connectivity to the CBP network into which they LPR system will pass data and receive responses. The current CBP Network interface compatibility standards are IEEE 802.3 and EIA/TIA 568B. The LPR system cables that connect to the CBP local area network will be CAT 6 or fiber optic cable. The particular type of cable to be used will be determined by CBP on a site-by-site basis after evaluation of the site survey and in accordance with standards. If fiber optic cable is required, the Offeror will be responsible for providing any transceiver or converter identified during site survey. All connectors and controls shall have their functions clearly labeled at both ends of any interface cable.

Contractors may need to alter the network interface of the LPR device as CBP requirements change. The Contractor shall work with CBP to ensure the continued success of the LPR systems.

### C.4.4 Installation

The Contractor shall install LPR systems at locations identified by CBP, as listed in Appendix 2. The LPR system installations must conform to or be compatible with the specified LPR System type, which may include other co-existing CBP systems.

The Contractor shall perform the LPR system start up and adjustments, if needed, at each site, perform final acceptance testing, and, upon acceptance by the Government, transfer the system to CBP for sustained operation relative to the specified LPR System type.

For all installation types, the Contractor shall be responsible for the removal and legal disposal of all debris related to the installation. This would include examples such as cable remnants, shipping containers and packing materials.

For installation types that involve replacing an existing LPR system, the Contractor shall be responsible for the removal and on site storage of Government equipment at the direction of the Local Property Officer.

Temporary removal of an LPR system may be required to allow for site expansion or renovation. The Contractor shall remove, without damage, the existing LPR system and prepare it for safe storage at a site identified by CBP. Upon reinstallation, the Contractor shall restore the LPR to fully functional status.

#### C.4.4.1 Modifications

The Contractor shall make no site-specific modifications to the LPR system that alter the site survey, site design or operations manual without prior government approval. If modifications are approved by the government, updates must be provided to all related documentation such as designs, configuration management plans, etc.



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#### C.4.4.2 Equipment Support Structures

The Contractor shall provide all required support structures for installed LPR equipment, or, in the case where these are constructed by other than the Contractor, specifications for all required support structures.

#### C.4.4.3 Lane Markings, Signage and Traffic Control Lights

The successful use of LPRs at CBP facilities requires site-specific lane markings, signage and traffic control lights. The Contractor shall, as part of site preparation for fixed LPR installations only, provide lane markings, signage and lights for traffic control. The requirements for each site will be determined during the site survey and site conference, and shall include coordination with other systems' existing or planned signage, lane markings and lights. This may also include painting protective barriers to CBP specifications. All LPR equipment and LPR related traffic flow control devices installed on or near a roadway must comply with all State and Local codes and regulations established by the agency or municipality that controls the roadway.

#### C.4.5 Safety

The safety of site personnel and the traveling public in and around the inspection lanes and the installed LPRs is of paramount importance to CBP. For new construction, at facilities without installed LPRs, the Contractor shall recommend protective barriers and other equipment that offers the highest degree of safety. For construction at sites with existing lane design, the Contractor shall recommend any changes that will increase safety. CBP reserves the right to accept or reject the Contractor's recommendations.

#### C.4.6 Technical Support Services

The Contractor shall provide working solutions to maintain system's read accuracy of 95% or greater, operation, and support of CBP requirements for each location. Examples include but are not limited to:

- The contractor will support any and all requirements needed for system inclusion into the CBP technical reference model.
- The contractor shall develop and maintain a plan to support the accuracy requirements of the LPR system. This plan should contain elements of a proactive nature to plan, prepare and adjust to occurrences before they degrade LPR accuracy. Occurrences such as seasonal traffic patterns and new license plate issuance are of keen interest to CBP.
- The contractor shall develop and implement a methodology to update the LPR system to ensure that a 95% read accuracy is maintained for the systems life. For purposes of this requirement a system life cycle is defined as a period of 5 years.

#### C.4.7 Training

At the conclusion of each installation the Contractor shall provide sufficient materials and instructions to conduct training on operational procedures for the LPR hardware at each site. The training for all LPR types is for basic on-site hardware remedial maintenance as conducted by the site personnel, such as the local Field Technology Officer. This training may include, cleaning of enclosures to enable proper operation of cameras and removing objects from the field of view. This training is not intended to cover the actual operation of the software associated with interface to CBP systems.

#### C.4.8 LPR System Monitoring

LPR System monitoring consists of monitoring the state of the health of LPR Systems over CBP network which is operated by CBP. The LPR System monitoring shall include the following:

1. Operation,
2. Administration, and
3. Warranty Maintenance

The contractor shall propose solutions to implement a LPR monitoring capability that deals with keeping the LPR systems (and the services that the LPR systems provide) up and running smoothly. The recommended solution shall include monitoring the LPR systems to spot problems as soon as possible, ideally, before users or read accuracy are affected. In addition, the solution shall remotely monitor the state of the health of all deployed LPR's and notify CBP of any equipment failures or degradation in LPR system performance that would affect system accuracy.

The Administration function shall deal with keeping track of resources in the LPR System and how they are assigned. It shall include all the "housekeeping" that is necessary to keep the LPR under control.

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The Maintenance function shall involve taking corrective and preventive measures to make the managed network of LPR run "better", such as adjusting device configuration parameters.

#### C.4.9 Logistics

The Contractor shall provide necessary logistics support to ensure that all work is done in the most efficient manner. This shall include, but is not limited to, on-time manufacture, delivery of equipment, and timely availability of personnel to install equipment relative to the specified LPR System type. The Contractor shall verify that all site preparation and installation work has been completed according to specifications relative to the specified LPR System type. The Government accepts no liability for equipment sent to a CBP facility prior to installation.

#### C.5 Applicable Regulations and Standards Requirement

The Contractor shall adhere to all documents and standards listed below and as stated herein. In the event that there is a discrepancy and/or contradiction to a standard/requirement, the Contractor shall notify CBP immediately for guidance prior to moving forward.

- American Society of Mechanical Engineers Standards [www.asme.org](http://www.asme.org)
- American National Standards Institute (ANSI) [www.ansi.org](http://www.ansi.org)
- Occupational Safety and Health Administration (OSHA) [www.osha.gov/comp-links.html](http://www.osha.gov/comp-links.html)
- Environmental Protection Agency (EPA) [www.epa.gov](http://www.epa.gov)
- CBP Security Handbook\*
- CBP Passenger Systems Program Office System Development Lifecycle\*
- DHS Directive 102-01 for Integrated Logistics Support Plan
- Underwriters Laboratory (UL) [www.ul.com](http://www.ul.com)
- National Electric Code (NEC) [www.nationalelectriccodes.net](http://www.nationalelectriccodes.net)
- Facilities Standard for Public Building Service (PBS-IOO) [www.gsa.gov/pbs/fps/fps.htm](http://www.gsa.gov/pbs/fps/fps.htm)
- National Electric Manufacturers Association [www.nema.org/stds](http://www.nema.org/stds)
- Earned Value Management - The qualities and operating characteristics of EVM systems are described in American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) Standard-748- A - 1998, Earned Value Management Systems. A copy of the standard is available from Global Engineering Documents (1-800-854-7179).
- Department of Transportation, Federal Motor Carrier Safety Administration, Regulation Part 658: Truck Size and Weight, Route Designations - Length, Width and Weight Limitations.

\* The U.S. Customs and Border Protection documents will be made available for review in a designated reading room at CBP, please contact the CO to schedule appointments.

#### C.6 Warranty and Non-Warranty Maintenance

##### C.6.1 Warranty

Warranty service shall be for a minimum of one year commencing from acceptance of LPR System. The Contractor shall warrant all work, and the LPR system to be free from defects in material and workmanship beginning at the time of site acceptance by the Government. Failure to meet the read-rate accuracy requirements of the LPR system shall be considered a defect in material and workmanship. The Contractor will be responsible for any software maintenance and/or upgrades that are necessary to keep the LPR systems working properly and maintaining the read and count accuracy. At the Contractor's discretion they shall repair, correct or replace, on site at the place of installation, any such work, equipment, hardware or software that proves to be defective. Mobile and hand held devices would be repaired, corrected, or replaced at the CBP facility where said device is housed when not in use. The Contractor shall provide a method for CBP to immediately notify it of defects and the Contractor shall be available to receive notice of defects 24 hours per day, seven days a week during the warranty period. The Contractor will commence repair work within 24 hours from Contractor's receipt of the request for service. Repair, correction or replacement of the defective item shall be completed within 48 hours from Contractor's receipt of the request for service.

##### C.6.2 Non-Warranty

If the repair or replacement of damaged equipment is deemed to be outside of warranty, as agreed by the Contractor and CBP, then CBP may, at its option, request the Contractor to present an estimate (price and time for completion) to repair, correct or replace the broken or damaged item. Acceptance of the estimate and a request to repair, correct or replace the damaged item by CBP shall be a separate action between the Contractor and CBP.

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#### C.7 MINIMUM AND MAXIMUM THRESHOLDS

During the life of this contract the Government will ensure the purchase of a minimum of 50 Dual Use (Commercial and POV) systems or \$300,000 of any combination of CLINs in attachment J.1 (whichever amount is met first). Likewise, the total amount of this contract shall not exceed a maximum amount of 900 LPR systems or \$100,000,000 (whichever amount is met first), consisting of any combination of the three (3) system types specified in Section C.3.1.

#### C.8 PERIOD OF PERFORMANCE

The term of this contract is for a maximum period of 5 years (1 base year and 4 option years) or until the aggregate total of all Delivery Orders issued against this contract equals the maximum threshold cited above, whichever shall come first. The contractor shall complete the work associated with each Delivery Order in accordance with the completion time specified on the order.

#### C.9 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 30 calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the Contracting Officer.

(End of Section C)

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## SECTION D -- PACKAGING AND MARKING

### D.1 PACKAGING AND MARKING

#### D.1 Packing, Packaging, Marking and Storage of Equipment

Unless otherwise specified, all items to be delivered under this contract shall be preserved, packaged, and packed in accordance with normal commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be at the Contractor's expense. The Contractor shall supervise the packing of all acquired equipment furnished by the Contractor and shall supervise the unpacking of equipment to be installed.

All deliveries shall be shipped FOB Destination. The Government will not provide storage at the receiving site, and will not accept delivery until after system has completed acceptance testing.

Unless otherwise directed by the Contracting Officer, all reports shall be delivered by electronic mail (e-mail) or First Class mail. The price of delivery by more expensive means will be denied unless approval is obtained in advance from the Contracting Officer.

#### D.2 Markings

All deliverables submitted to the Contracting Officer, the COTR, or the Government's designated representative at the Government's point of acceptance, shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- (a) Contract number;
- (b) Name and address of the consignor;
- (c) Name and address of the consignee;
- (d) Government bill of lading number covering the shipment (if any); and
- (e) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

Specific marking requirements may be addressed in individual site survey and installation documents.

(End of Section D)

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<https://www.acquisition.gov/far/>

Clause	Title	Date
52.246-15	Certificate of Conformance	April 1984
52.246-16	Responsibility for Supplies	April 1984

### E.2 INSPECTION AND ACCEPTANCE

#### E.2 Inspection and Acceptance

- (a) Inspection and acceptance of all work and services performed for each installation will be in accordance with the FAR clauses incorporated at Section E, Clauses Incorporated by Reference as applicable.
- (b) Final acceptance of all deliverables and or services performed as specified in this contract will be made in writing by the COTR.

#### E.3 Scope of Inspection

- (a) All deliverables will be inspected for content, completeness, and accuracy and conformance to contract requirements and as detailed in individual delivery orders. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the delivery order. The scope and nature of this testing will be in accordance with the LPR Acceptance Test Plan (appendix #3) and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.
- (b) The government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the installation plan.

#### E.4 Basis of Acceptance

- (a) The basis for acceptance of a Delivery Order shall be compliance with the requirements of the Acceptance Test Plan (Appendix #3). Deliverable items rejected under any resulting Delivery Order shall be corrected.
- (b) Cost reimbursable items such as travel and ODCs will be accepted upon receipt of proper documentation as specified in the order.
- (c) Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the government have been corrected.
- (d) Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within 30 calendar days of the rejection notice. If the deficiencies cannot be corrected within 30 days, the Contractor will immediately notify the Contracting Officer of the reason for the delay and provide a proposed corrective action plan within 10 working days.

#### E.5 Review of Deliverables

- (a) The government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) business days from receipt by the Government of the initial deliverable.

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(b) Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the government's comments and/or change requests and to resubmit the deliverable in its final form.

(c) If written acceptance, comments and/or change requests are not issued by the Government within 30 calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product.

**E.6 Written Acceptance/Rejection by the Government**

The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 calendar days. Absent written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

(end of section E)

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 DELIVERIES OR PERFORMANCE

#### F.1.1 Term of the Contract

The term of this fixed price, indefinite-delivery, indefinite-quantity (IDIQ) contract is a base one year period and four one-year option periods for the renewal of the contract which may be unilaterally exercised by the Government. Each option period shall not exceed one (1) year in duration and shall be exercised in accordance with Section I. See FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). This is not a multi-year contract as defined in FAR Part 17.1.

#### F.1.2 Delivery Orders Performance Period and Pricing

Delivery Orders (DOs) may be issued at any time during the base period and/or option periods of this IDIQ. DOs shall be priced using the Section B in effect at the time the order is placed. DOs shall also specify individual Period of Performance within the Period of Performance of the IDIQ.

#### F.1.3 Option To Extend Term Of Contract (See Section I)

The period of performance will be specified on individual orders issued under this contract. In the event that an order requires performance that extends beyond the current contract term, the contractor shall be required to complete performance within the time frame set forth in the order, provided such period does not extend beyond one (1) year after the expiration of the contract. In that event, the contract will be considered to have been extended to the date of expiration of the order. No new orders will be issued during this period. The extension in the period of performance of the contract shall be solely for the purpose of completing the remaining active order(s).

#### F.1.4 Delivery

The items required under each individual DO shall be delivered and received at destination within the timeframe specific in each order.

#### F.1.5 Place and Time of Performance

##### F.1.5.1 Hours of Work

Due to the nature of business performed at the various CBP sites, the Contractor must have the ability to provide the same level of service during non-regular hours, including holidays and weekends, as during regular business hours (8 a.m. - 5 p. m., Monday thru Friday).

The Contractor shall provide the COTR or designee with their anticipated working hours for each effort at the same time the "Site Visit Request" is submitted to CBP. The COTR or designee will verify, with site officials, that the anticipated working hours do not interfere with daily operations.

In the event that the Contractor has a requirement to work outside normal duty hours, while on site, the Contractor shall coordinate all efforts being performed with their CBP on-site Point of Contact (POC). The COTR or designee will provide POC information prior to the contractor(s) being on site.

##### F.1.5.2 Place of Performance

Services may be provided off-site, on-site, or a combination of, depending on program requirements specified in each individual order.

#### F.1.6 Notice to the Government of Delays

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In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the CO and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

#### F.1.7 Deliverables

- a) All applicable deliverables, their required delivery dates, and destination of delivery will be specified in each DO issued under this contract. The schedule for completion of work to be performed will be delineated in each DO issued under this contract, as applicable.
- b) For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time (Washington, DC) at destination, Monday through Friday, unless stated otherwise in a DO.
- c) All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.
- d) Each contract-level deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.
- e) In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the CO and the COTR. For any DO level deliverable, the Contractor shall provide written notification immediately to the CO and the COTR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; PROVIDED, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

#### F.1.8 Monthly Status Report

The Contractor shall provide a monthly task order activity report, organized by DHS Component, to the CO and the COTR. The sample format is provided in Appendix J-9, Sample Monthly Contract Status Report. The report is due on the 10th working day of each month with a copy to the CO and the COTR.

#### F.1.9 Subcontracting Plan Reports

Contractors who qualify as large businesses must submit a small business subcontracting plan following the guidelines FAR 52.219-9, Small Business Subcontracting Plan (JULY 2005).

Large Businesses shall submit periodic reports which show compliance with their proposed subcontracting plan. The Contractor shall submit Standard Form (SF) 294 and 295 in accordance with the instructions on the forms. The Contractor shall ensure that their Subcontractors agree to submit the forms, which forms are described in Sections F.11.1 and F.11.2, below. Reports shall be prepared and submitted electronically in accordance with the instructions at the electronic Subcontract Reporting System (eSRS) accessible at [www.esrs.gov](http://www.esrs.gov).

##### F.1.10.1 Subcontracting Report For Individual Contracts

The Contractor shall submit SF-294, Subcontracting Report For Individual Contracts electronically via the Electronic Subcontract Reporting System (eSRS)\* within 30 calendar days after the close of each calendar period: (1) April 30 for the period October 1 through March 31 and (2) October 30 for the period April 1 through September 30. The SF-294 report is required for all Contractors submitting individual or master subcontracting plans.

##### F.1.10.2 Summary Subcontract Report (SF-295)

The Contractor shall submit SF-295, Summary Subcontract Report electronically via the Electronic Subcontract Reporting System (eSRS)\*. The report is due October 30th for the calendar period October 1 through September 30.



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\*In the event that the Electronic Subcontract Reporting System (eSRS) is not yet available for use, reports shall be submitted to the address identified in Section G.2.

F.1.11 Comprehensive Contracts Report

Within 30 calendar days after contract award, the Contractor shall submit a comprehensive and accurate report listing of all active contracts/task orders it currently has within DHS and its Components that fall within the scope of the EAGLE contract. The report shall include, at a minimum, the following information for each contract/order:

- a) Contract/order number;
- b) Brief Description of the work being performed;
- c) Issuing office name and address;
- d) Contact information for the issuing Contracting Officer;
- e) Contact information for the associated COTR (if any);
- f) Overall dollar value; and
- g) Period of performance, including base and option periods.

The report shall be submitted to the address identified in Section G.2. Accuracy and timeliness of this deliverable are considered critical to the implementation of the EAGLE program and failure to comply may adversely affect the Contractor's ability to participate in TO competitions.

F.2 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<https://www.acquisition.gov/far/>

Clause	Title	Date
52.211-17	Delivery of Excess Quantities	September 1989
52.242-15	Stop-Work Order	August 1989

F.3 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT SEPTEMBER 2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$4,124.00 for each Fixed lane LPR systems per calendar day of delay. Liquidated damages will be assessed per lane.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

F.4 52.211-16 VARIATION IN QUANTITY APRIL 1984

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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10% Percent increase

10% Percent decrease

This increase or decrease shall apply to all LPR Systems.

(end of section F)

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT ADMINISTRATION DATA

#### G.1 Contracting Officer

The Contracting Officer (CO) for this contract is as follows:

Department of the Interior/ National Business Center  
Acquisition Services Directorate  
381 Elden Street, Suite 4000, Herndon, Virginia 20170-4817  
Attn: Mr. David Mitchell

(b) (6) phone

(b) (6) ax

#### G.2 Contracting Officer's Technical Representative (COTR)

Originals and copies of all correspondence that require Government certification and signature shall be delivered to the Contracting Officer with a copy supplied to the Contracting Officer's Technical Representative (COTR). The COTR is the Contracting Officer's authorized technical representative, for this contract is as follows:

Department of Homeland Security  
Customs and Border Protection, Office of Information Technology (OIT)  
7375 Boston Blvd. Springfield, VA 22153

Attn: (b) (6)

Phone: (b) (6)

Fax: (b) (6)

(b) (6)

#### G.3 GovPay

##### G.3.1 Invoicing

If a Milestone Deliverables Payment Schedule applies, the Contractor shall bill at the completion of the respective milestone/deliverable. Otherwise, invoices should only be submitted upon completion of the contract. Final invoicing must be received within thirty (30) days of final site acceptance. Invoices must follow the instructions at 52.212-4 (g), Invoice., "Contract Terms and Conditions- Commercial Items":

Invoices shall be submitted electronically through GovPay - GovWorks Electronic Invoicing System at <https://www.govpay.gov>.

Please direct all GovPay inquiries to the GovPay Help Desk at (703) 964-8802 or [helpdesk@govpay.gov](mailto:helpdesk@govpay.gov).

Hardcopy invoices shall not be accepted, unless requested by GovWorks or the GovPay Team.

##### G.3.2 GovPay Electronic Invoicing Requirements

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in both:

FAR 32.905(b), "Payment Documentation and Process" and

FAR 52.232-25, "Prompt Payment (OCT 2008)"

To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at [www.govpay.gov](http://www.govpay.gov). This web site includes user manuals, training resources, and instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

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Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for information Interchange (ASCII) and an Adobe PDF file. There is a 15MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>.

#### G.4 Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

#### G.5 Post Award Evaluation of Contractor Performance

##### G.5.1 Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COTR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COTR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be 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 to support future award decisions.

##### G.5.2 Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <http://cpscontractor.nih.gov>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the contracting official in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

(end of section G)

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 SPECIAL CONTRACT REQUIREMENTS

#### H.1 Authorized Users

This Department-Wide Acquisition Contract is available for the use by the Department of the Homeland Security and its Components.

#### H.2 Government Furnished Property and/or Information

The Government will not furnish the Contractor with any property. The Government furnished Information is that specified in Section C.5 Applicable Regulations and Standards Requirement.

#### H.3 Access to Government Facilities

The Contractor will be permitted, on a site by site basis, limited access to the necessary areas within a CBP facility to successfully install the LPR system as well as any other subsystem/component. This access will be granted, via a Site Visit Letter, prior to the Contractor arriving on-site.

No CBP Systems access or permanent workspace will be provided.

#### H.4 Personnel Requirements

The Government desires a balanced team of designated key and non-key personnel to ensure that both operational and technical aspects of the LPR project are successful. The following is the suggested minimum personnel who shall be designated as "key". The contractor shall propose appropriate labor categories for this position. The implication of "suggested" is that the Government does not intend to dictate the composition of the ideal team to perform this contract. The Government encourages and will evaluate additional key personnel as proposed by the offeror.

- Program Manager (PM)
- Quality Assurance/Quality Control Manager (QA)
- Logistics Manager (LM)

Key personnel must be assigned for the duration of the contract, and may be replaced or removed subject to Section H.3.2 Substitution of Key Personnel.

##### H.4.1 Key Personnel Definition

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes were submitted and marked by the vendor as "Key Personnel". No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

##### H.4.1.1 LPR Project Manager

The Contractor shall designate a dedicated PMI certified Project Manager for the LPR project (LPR PM). The PM shall be the main point of contact for technical issues and administrative issues related to the LPR Contract. The PM shall provide technical advice, organize, plan, direct, and manage all Contractor staff assigned to the LPR Contract. The LPR PM shall ensure that the following are accomplished within prescribed time frames and funding parameters:

- The goals and objectives of the project.
- Problem resolution and customer satisfaction.

The LPR PM must have the following demonstrated experience and knowledge at a minimum:

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- Demonstrated experience working with LPR type systems located at the national borders of any sovereign country.
- Demonstrated experience working with CBP.
- Demonstrated experience in planning, directing, and managing complex projects/operations of a nature similar in size and scope as referenced in this RFP.
- Demonstrated experience with the management and supervision of employees of various labor categories and skills in projects similar in size and scope as proposed for this RFP.
- Demonstrated experience with technical and administrative leadership of task compliance with industry accepted standards, Government standards, and user standards.
- Demonstrated knowledge of configuration management, quality assurance concepts and guidelines, and quality control methodology, as proposed for this contract.
- Demonstrated experience managing programs with nationwide requirements similar to those of the RFP.
- Demonstrated knowledge of the 508 Rehabilitation Act (see appendix 11) and how it impacts requirements similar to those of the RFP.
- Demonstrated ability for oral and written communication with the highest levels of management.

#### H.4.1.2 Quality Assurance/Quality Control Manager

The contractor shall identify a Quality Assurance/Quality Control (QA/QC) Manager to serve as the Government's major point-of-contact for quality management issues and to provide leadership and guidance in quality assurance matters for all contractor personnel assigned to the contract.

The QA/QC Manager must have the following demonstrated experience and knowledge at a minimum:

- Demonstrated experience working with installation and configuration of LPR systems of the type proposed.
- Demonstrated experience working with CBP or other national agency in a national border environment.
- Demonstrated knowledge of configuration management and quality assurance concepts and guidelines, as proposed for this contract.
- Demonstrated experience with technical and administrative leadership of task compliance with industry accepted standards, Government standards, and user standards.
- Demonstrated experience with nationwide requirements similar to those of the RFP.
- Demonstrated knowledge of the 508 Rehabilitation Act (see appendix 11) and how it impacts requirements similar to those of the RFP.
- Demonstrated ability for oral and written communication with the highest levels of management.

#### H.4.1.3 Logistics Manager

The contractor shall identify a Logistics Manager to serve as the Government's major point-of-contact for logistics and scheduling management issues and to provide leadership and guidance in logistics and scheduling matters for all contractor personnel assigned to the contract.

The Logistics Manager must have the following demonstrated experience and knowledge at a minimum:

- Demonstrated experience working with LPR type systems located at the national borders of any sovereign country.
- Demonstrated experience working with CBP or other national agency in a national border environment.
- Demonstrated experience in planning, directing, and managing the logistics and scheduling of complex projects/operations of a nature similar in size and scope as referenced in this RFP.
- Demonstrated ability for oral and written communication with the highest levels of management.

#### H.4.2 Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COTR and the Contracting Officer at least twenty-five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. The COTR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

#### H.5 Security Requirements

##### H.5.1 Security Guidance

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The Contractor shall comply with the administrative, physical and technical security controls in accordance with CBP HB 1400-05C Information Systems Security Policies and Procedures Handbook and DHS 4300A Sensitive Systems Handbook to ensure that the Government's security requirements are met.

## H.5.2 Security Procedures

### H.5.2.1 Controls

The Contractor shall comply with the Bureau of Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

#### H.5.2.2 Identification Badges

All Contractor employees shall be required to wear identification badges when working in Government facilities.

#### H.5.2.3 Security Background Data

A Contractor employee shall not begin working at a CBP access controlled facility, under the contract until the entire background investigation (BI) is completed with approval from CBP, Security Programs Division. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared. The BI requirement does not apply to contractor employees on site for performing installation activities that do not require access to CBP systems: however they will require monitoring and escort.

Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status.

The following security screening requirements apply to both U.S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement.

Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

#### H.5.2.4 Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, and terminations. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

#### H.5.2.5 Separation Procedures

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In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

#### H.5.2.6 General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

#### H.5.2.7 Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a nondisclosure agreement as a condition to access of sensitive but unclassified information.

#### H.6 Contractor Work with Other Government Contractors

Based on direction by the Government, the contractor may be required to interface with other personnel employed under other Federal Government task orders/contracts. The contractor shall provide full and timely assistance to all personnel of these task orders/contracts. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contracts will be established. Any Contracting Officer's Technical Representatives (COTR) of other efforts shall be included in any establishment of conventions.

Should the Government elect to utilize their services, the contractor shall be required to coordinate with an Independent Verification and Validation (IV&V) contractor as directed by the COTR. Information, deliverables, and/or reports may be provided under this contract to the IV&V contractor for the purpose of review, verification, and validation.

#### H.7 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the COTR.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only to the extent authorized herein.

#### H.7.1 Non-Disclosure Agreement

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the COTR. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner, which provides for greater rights to the Contractor.

#### H.8 Travel

The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COTR under this effort. All travel shall be approved, by the COTR, prior to commencement of travel. The contractor shall be



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reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Travel Regulations currently in effective on date of travel. There shall be no fee applied to travel expenses.

H.9 Corporate Certification



Solicitation 0409RP21437  
License Plate Reader Program

## Tab E

### Corporate Certification

Certification: This document certifies that DRS Technical Services Incorporated has conducted such independent operations tests (utilizing a independent test facility that certified the results) and/or had said equipment operated in a fielded environment that has verifiable results, so as to ensure that the offered products(s) (Make and Model #) meets all the requirements identified in the License Plate Reader *RFQ, Appendix J.7 – Requirements for License Plate Reader (LPR) System*. In addition, said equipment is further certified to be “Commercial” in nature and not a development item. Independent test results are included in this Tab.

Signed: **(b) (6)**

Position: VA Contractor

Date: 8/25/09

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August 25, 2009

DRS Technical Services, Inc.  
12930 Worldgate Drive, Suite 700  
Herndon, VA 20170

Re: Independent Operational Test Certification

Certification: This document certifies that Elsig North America has conducted such independent operational tests (utilizing a independent test facility that certifies the results) and/or said equipment operated in a fielded environment that has verifiable results, so as to ensure that the offered product meets all the requirements identified in the License Plate Reader RFQ, Appendix J.7 – Requirements for License Plate Reader (LPR) Systems. In addition, said equipment is further certified to be “Commercial” in nature and not a developmental item.

**Document No.** 0409RP21325

**Document Title:** IDIQ License Plate Readers (LPR)

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(b) (6)

Date: 8-25-09

H.10 Order Closeout

It is the intention of the Government to perform close out procedures on an individual Delivery Order basis. The Contractor agrees to perform those functions necessary to support this process in a timely manner. Order close out will occur as soon as possible after Delivery Order performances has concluded.

(End of Section H)

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

<https://www.acquisition.gov/far/>

Clause	Title	Date
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-09	Personal Identity Verification of Contractor Personnel	September 2007
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-15	Pension Adjustments and Asset Reversions	October 2004
52.217-08	Option to Extend Services	November 1999
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.227-01	Authorization and Consent	December 2007
52.228-05	Insurance - Work on a Government Installation	January 1997
52.232-11	Extras	April 1984
52.237-02	Protection of Government Buildings, Equipment, And Vegetation	April 1984
52.242-13	Bankruptcy	July 1995
52.245-01	Government Property	June 2007
52.245-02	Government Property Installation Operation Services	June 2007
52.251-01	Government Supply Sources	April 1984

### I.2 52.216-18 ORDERING

OCTOBER  
1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued within the current base or option year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### I.3 52.216-19 ORDER LIMITATIONS

OCTOBER  
1995

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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one of any type of LPR systems (as listed in C.3.1) at various CBP facilities, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of 360 of a single type (of the types of systems available as listed in C.3.1);
- (2) Any order for a combination of items in excess of 360 of a combination (of the types of systems available as listed in C.3.1); or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I.4 52.216-22 INDEFINITE QUANTITY

OCTOBER  
1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the latest effective contract expiration date of the base or Option Year (whichever is applicable).

#### I.5 52.217-06 OPTION FOR INCREASED QUANTITY

MARCH  
1989

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

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I.6      52.217-07      OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED      MARCH  
LINE ITEM      1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.7      52.217-09      OPTION TO EXTEND THE TERM OF THE CONTRACT      MARCH  
2000

(a) The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least fourteen (14) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.12 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment J.12 - LPR IDIQ Base + 4 Option Years CLINS & Pricing

## Attachment J.12 - LPR IDIQ Base + 4 Option Years CLINS & Pricing

Line Item Number	Description	Quantity	Unit of Issue	Unit price	Total Price
Clin 0001	Base Year: Dual Use - Equipment	<b>(b)</b>	<b>(4)</b>		
Clin 0002	Base Year: Dual Use - Site Survey				
Clin 0003	Base Year: Dual Use - Site Drawings				
Clin 0004	Base Year: Dual Use - Site Drawings Refresh				
Clin 0005	Base Year: Dual Use - Installation				
Clin 0006	Base Year: Dual Use - Wireless Installation				
Clin 0007	Base Year: Dual Use - Training				
Clin 0008	Base Year: Handheld - Equipment				
Clin 0009	Base Year: Handheld - Site Survey				
Clin 0010	Base Year: Handheld - Installation				
Clin 0011	Base Year: Handheld - Training				
Clin 0012	Base Year: Mobile - Equipment				
Clin 0013	Base Year: Mobile - Training				
Clin 0014	Base Year: De-installation/ Re-installation of LPR Systems				
Clin 0015	Base Year: Travel (T&M NTE based on Joint Travel Regulations)				
Clin 0016	Base Year: Other Direct Costs				
Clin 0017	Base Year: Optional CLIN - CBP Server				
Clin 0018	Base Year: Optional CLIN - 19" Freestanding Rack				
Clin 0019	Base Year: Optional CLIN - USB Hub (PSS Handheld)				
Clin 0020	Base Year: Optional CLIN - Fiber to Copper Converter				
Clin 0021	Base Year: Optional CLIN - <b>(b) (7)(E)</b> Camera (Mobile)				

## Attachment J.12 - LPR IDIQ Base + 4 Option Years CLINS & Pricing

Line Item Number	Description	Quantity	Unit of Issue	Unit price	Total Price
Clin 0022	Option Year 1: Dual Use - Equipment	(b)	(4)		
Clin 0023	Option Year 1: Dual Use - Site Survey				
Clin 0024	Option Year 1: Dual Use - Site Drawings				
Clin 0025	Option Year 1: Dual Use - Site Drawings Refresh				
Clin 0026	Option Year 1: Dual Use - Installation				
Clin 0027	Option Year 1: Dual Use - Wireless Installation				
Clin 0028	Option Year 1: Dual Use - Training				
Clin 0029	Option Year 1: Handheld - Equipment				
Clin 0030	Option Year 1: Handheld - Site Survey				
Clin 0031	Option Year 1: Handheld - Installation				
Clin 0032	Option Year 1: Handheld - Training				
Clin 0033	Option Year 1: Mobile - Equipment				
Clin 0034	Option Year 1: Mobile - Training				
Clin 0035	Option Year 1: De-installation/ Re-installation of LPR Systems				
Clin 0036	Option Year 1: Travel (T&M NTE based on Joint Travel Regulations)				
Clin 0037	Option Year 1: Other Direct Costs				
Clin 0038	Option Year 1: Optional CLIN - CBP Server				
Clin 0039	Option Year 1: Optional CLIN - 19" Freestanding Rack				
Clin 0040	Option Year 1: Optional CLIN - USB Hub (PSS Handheld)				
Clin 0041	Option Year 1: Optional CLIN - Fiber to Copper Converter				
Clin 0042	Option Year 1: Optional CLIN - (b) (7)(E) Camera (Mobile)				



## Attachment J.12 - LPR IDIQ Base + 4 Option Years CLINS & Pricing

Line Item Number	Description	Quantity	Unit of Issue	Unit price	Total Price
Clin 0043	Option Year 2: Dual Use - Equipment	(b)	(4)		
Clin 0044	Option Year 2: Dual Use - Site Survey				
Clin 0045	Option Year 2: Dual Use - Site Drawings				
Clin 0046	Option Year 2: Dual Use - Site Drawings Refresh				
Clin 0047	Option Year 2: Dual Use - Installation				
Clin 0048	Option Year 2: Dual Use - Wireless Installation				
Clin 0049	Option Year 2: Dual Use - Training				
Clin 0050	Option Year 2: Handheld - Equipment				
Clin 0051	Option Year 2: Handheld - Site Survey				
Clin 0052	Option Year 2: Handheld - Installation				
Clin 0053	Option Year 2: Handheld - Training				
Clin 0054	Option Year 2: Mobile - Equipment				
Clin 0055	Option Year 2: Mobile - Training				
Clin 0056	Option Year 2: De-installation/ Re-installation of LPR Systems				
Clin 0057	Option Year 2: Travel (T&M NTE based on Joint Travel Regulations)				
Clin 0058	Option Year 2: Other Direct Costs				
Clin 0059	Option Year 2: Optional CLIN - CBP Server				
Clin 0060	Option Year 2: Optional CLIN - 19" Freestanding Rack				
Clin 0061	Option Year 2: Optional CLIN - USB Hub (PSS Handheld)				
Clin 0062	Option Year 2: Optional CLIN - Fiber to Copper Converter				
Clin 0063	Option Year 2: Optional CLIN - (b) (7)(E) Camera (Mobile)				

## Attachment J.12 - LPR IDIQ Base + 4 Option Years CLINS & Pricing

Line Item Number	Description	Quantity	Unit of Issue	Unit price	Total Price
Clin 0064	Option Year 3: Dual Use - Equipment	(b)	(4)		
Clin 0065	Option Year 3: Dual Use - Site Survey				
Clin 0066	Option Year 3: Dual Use - Site Drawings				
Clin 0067	Option Year 3: Dual Use - Site Drawings Refresh				
Clin 0068	Option Year 3: Dual Use - Installation				
Clin 0069	Option Year 3: Dual Use - Wireless Installation				
Clin 0070	Option Year 3: Dual Use - Training				
Clin 0071	Option Year 3: Handheld - Equipment				
Clin 0072	Option Year 3: Handheld - Site Survey				
Clin 0073	Option Year 3: Handheld - Installation				
Clin 0074	Option Year 3: Handheld - Training				
Clin 0075	Option Year 3: Mobile - Equipment				
Clin 0076	Option Year 3: Mobile - Training				
Clin 0077	Option Year 3: De-installation/ Re-installation of LPR Systems				
Clin 0078	Option Year 3: Travel (T&M NTE based on Joint Travel Regulations)				
Clin 0079	Option Year 3: Other Direct Costs				
Clin 0080	Option Year 3: Optional CLIN - CBP Server				
Clin 0081	Option Year 3: Optional CLIN - 19" Freestanding Rack				
Clin 0082	Option Year 3: Optional CLIN - USB Hub (PSS Handheld)				
Clin 0083	Option Year 3: Optional CLIN - Fiber to Copper Converter				
Clin 0084	Option Year 3: Optional CLIN - (b) (7)(E) Camera (Mobile)				

## Attachment J.12 - LPR IDIQ Base + 4 Option Years CLINS & Pricing

Line Item Number	Description	Quantity	Unit of Issue	Unit price	Total Price
Clin 0085	Option Year 4: Dual Use - Equipment	<b>(b)</b>	<b>(4)</b>		
Clin 0086	Option Year 4: Dual Use - Site Survey				
Clin 0087	Option Year 4: Dual Use - Site Drawings				
Clin 0088	Option Year 4: Dual Use - Site Drawings Refresh				
Clin 0089	Option Year 4: Dual Use - Installation				
Clin 0090	Option Year 4: Dual Use - Wireless Installation				
Clin 0091	Option Year 4: Dual Use - Training				
Clin 0092	Option Year 4: Handheld - Equipment				
Clin 0093	Option Year 4: Handheld - Site Survey				
Clin 0094	Option Year 4: Handheld - Installation				
Clin 0095	Option Year 4: Handheld - Training				
Clin 0096	Option Year 4: Mobile - Equipment				
Clin 0097	Option Year 4: Mobile - Training				
Clin 0098	Option Year 4: De-installation/ Re-installation of LPR Systems				
Clin 0099	Option Year 4: Travel (T&M NTE based on Joint Travel Regulations)				
Clin 0100	Option Year 4: Other Direct Costs				
Clin 0101	Option Year 4: Optional CLIN - CBP Server				
Clin 0102	Option Year 4: Optional CLIN - 19" Freestanding Rack				
Clin 0103	Option Year 4: Optional CLIN - USB Hub (PSS Handheld)				
Clin 0104	Option Year 4: Optional CLIN - Fiber to Copper Converter				
Clin 0105	Option Year 4: Optional CLIN - <b>(b) (7)(E)</b> Camera (Mobile)				