

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	Page 1 of 82
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2. CONTRACT NUMBER	3. SOLICITATION NUMBER 0407RP66155	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 01/29/2006	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY NBC - GovWorks 381 Elden Street, MS 2510 Herndon, VA 20170-4817  TEL: (703) 787-1375 ext.      FAX: (703) 787-1009 ext.	CODE 00005	8. ADDRESS OFFER TO (If other than item 7) GovWorks, Attn: Mr. David Mitchell 381 Elden Street, MS 2510 Herndon, VA 20170-4817
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Herndon, VA until 10:00 AM local time 05/14/2007  
(Hour) (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME David Mitchell	B. TELEPHONE (NO COLLECT CALLS) AREA CODE   NUMBER   EXT. <b>(b) (6)</b>	C. E-MAIL ADDRESS
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11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS ( % )	20 CALENDAR DAYS ( % )	30 CALENDAR DAYS ( % )	CALENDAR DAYS ( % )
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE   NUMBER   EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>Line Item Summary</b>	Document Number 0407RP66155	Title License Plate Reader Program	Page 2 of 82
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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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Section B

0001	Kick-off Meeting			lot	\$ _____	\$ _____
	<ul style="list-style-type: none"> <li>a) Overall project plan/schedule</li> <li>b) Factory acceptance test plan</li> <li>c) Configuration management plan</li> <li>d) On-site performance test plan</li> </ul>					

0002	Pre-Installation			lot	\$ _____	\$ _____
	<p>As referenced in C.3.1.5</p> <ul style="list-style-type: none"> <li>a) Site Visit/Authorization Letter</li> <li>b) Site Specific Project Plan</li> <li>c) Site Survey Report</li> <li>d) Design Drawings</li> <li>e) Pre-Bid Meeting Minutes</li> <li>f) Pre-Construction Meeting Minutes</li> </ul>					

0003	Installation, "Title of Location"		0.00	ea	\$ _____	\$ _____
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See Section L.6.2.2 for travel pricing instructions and Appendix J.1 for a list of all possible installation locations.

Travel Costs will be incurred during the performance of the contract and shall be billed in accordance with FAR 31.205-46 Travel Costs.

- a) Site Verification Reports (Hold Points 1,2,3)
- b) Operator's Manual
- c) Training Manual
- d) Site Acceptance Package
- e) As-Built Drawings

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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)
0003AA	POE Passenger Lanes without Installed LPR System			ea	\$ _____	\$ _____
0003AB	POE Passenger Lanes with Installed LPR System			ea	\$ _____	\$ _____
0003AC	POE with Commercial Truck Lane System			ea	\$ _____	\$ _____
0003AD	Border Patrol (BP) Permanent Fixed LPR System			ea	\$ _____	\$ _____
0003AE	BP Temporary LPR System/Mobile			ea	\$ _____	\$ _____

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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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0003AF	BP Temporary LPR System/Handheld			ea	\$ _____	\$ _____
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0003AG	Alternate Wireless LPR System Solution			ea	\$ _____	\$ _____
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0003AH	Temporary Removal of LPR Systems			ea	\$ _____	\$ _____
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0003AI	Temporary Removal of LPR Systems Storage			mo	\$ _____	\$ _____
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This CLIN should be priced at a per month price to be used when the LPR system can not be stored at the Government location.

0003AJ	Supplemental Labor			ea	\$ _____	\$ _____
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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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0003AK	Infrastructure/Construction	ea	\$ _____	\$ _____
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0003AL	Other Direct Costs	ea	\$ _____	\$ _____
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Other Direct Costs will be incurred during the performance of the contract and shall be billed in accordance with Federal Acquisition Regulation (FAR) 31.2 Contracts with Commercial Organizations

0004	Project Management	0.00	\$ _____	\$ _____
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0004AA	Monthly Reports	ea	\$ _____	\$ _____
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0004AB	Quarterly Program Review	ea	\$ _____	\$ _____
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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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0004AC	Transition Plan-In			File	\$ _____	\$ _____
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0004AD	Transition Plan-Out			File	\$ _____	\$ _____
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0005	Option Year One		0.00	ea	\$ _____	\$ _____ OPTION PERIOD
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0005AA	Installation, "Title of Location"			ea	\$ _____	\$ _____ OPTION PERIOD
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See Section L.6.2.2 for travel pricing instructions and Appendix J.1 for a list of all possible installation locations.  
Travel Costs will be incurred during the performance of the contract and shall be billed in accordance with FAR 31.205-46 Travel Costs.

0005AB	POE Passenger Lanes without Installed LPR System			ea	\$ _____	\$ _____ OPTION PERIOD
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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)
0005AC	POE Passenger Lanes with Installed LPR System			ea	\$ _____	\$ _____ OPTION PERIOD
0005AD	POE with Commercial Truck Lane System			ea	\$ _____	\$ _____ OPTION PERIOD
0005AE	Border Patrol (BP) Permanent Fixed LPR System			ea	\$ _____	\$ _____ OPTION PERIOD
0005AF	BP Temporary LPR System/Mobile			ea	\$ _____	\$ _____ OPTION PERIOD
0005AG	BP Temporary LPR System/Handheld			ea	\$ _____	\$ _____ OPTION PERIOD

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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)
0005AH	Temporary Removal of LPR Systems			ea	\$ _____	\$ _____ OPTION PERIOD
0005AI	Temporary Removal of LPR Systems Storage			mo	\$ _____	\$ _____ OPTION PERIOD
This CLIN should be priced at a per month price to be used when the LPR system can not be stored at the Government location.						
0005AJ	Supplemental Labor			ea	\$ _____	\$ _____ OPTION PERIOD
0005AK	Infrastructure/Construction			ea	\$ _____	\$ _____ OPTION PERIOD
0005AL	Other Direct Cost			ea	\$ _____	\$ _____ OPTION PERIOD

Other Direct Costs will be incurred during the performance of the contract and shall be billed in accordance with Federal Acquisition Regulation (FAR) 31.2 Contracts with Commercial Organizations



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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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0006	Option year Two	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
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0006AA	Installation, "Title of Location"	ea	\$ _____	\$ _____ OPTION PERIOD
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See Section L.6.2.2 for travel pricing instructions and Appendix J.1 for a list of all possible installation locations.

Travel Costs will be incurred during the performance of the contract and shall be billed in accordance with FAR 31.205-46 Travel Costs.

0006AB	POE Passenger Lanes without Installed LPR System	ea	\$ _____	\$ _____ OPTION PERIOD
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0006AC	POE Passenger Lanes with Installed LPR System	ea	\$ _____	\$ _____ OPTION PERIOD
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0006AD	POE with Commercial Truck Lane System	ea	\$ _____	\$ _____ OPTION PERIOD
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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)
0006AE	Border Patrol (BP) Permanent Fixed LPR System			ea	\$ _____	\$ _____ OPTION PERIOD
0006AF	BP Temporary LPR System/Moble			ea	\$ _____	\$ _____ OPTION PERIOD
0006AG	BP Temporary LPR System/Handheld			ea	\$ _____	\$ _____ OPTION PERIOD
0006AH	Temporary Removal of LPR Systems			ea	\$ _____	\$ _____ OPTION PERIOD
0006AI	Temporary Removal of LPR Systems Storage			mo	\$ _____	\$ _____ OPTION PERIOD

This CLIN should be priced at a per month price to be used when the LPR system can not be stored at the Government location.

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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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0006AJ	Supplemental Labor			ea	\$ _____	\$ _____ OPTION PERIOD
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0006AK	Infrastructure/Construction			ea	\$ _____	\$ _____ OPTION PERIOD
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0006AL	Other Direct Cost			ea	\$ _____	\$ _____ OPTION PERIOD
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Other Direct Costs will be incurred during the performance of the contract and shall be billed in accordance with Federal Acquisition Regulation (FAR) 31.2 Contracts with Commercial Organizations

0007	Option Year Three		0.00	ea	\$ _____	\$ _____ OPTION PERIOD
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0007AA	Installation, "Title of Location"			ea	\$ _____	\$ _____ OPTION PERIOD
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See Section L.6.2.2 for travel pricing instructions and Appendix J.1 for a list of all possible installation locations.

Travel Costs will be incurred during the performance of the contract and shall be billed in accordance with FAR 31.205-46 Travel Costs.

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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)
0007AB	POE Passenger Lanes without Installed LPR System			ea	\$ _____	\$ _____ OPTION PERIOD
0007AC	POE Passenger Lanes with Installed LPR System			ea	\$ _____	\$ _____ OPTION PERIOD
0007AD	POE with Commercial Truck Lane System			ea	\$ _____	\$ _____ OPTION PERIOD
0007AE	Border Patrol (BP) Permanent Fixed LPR System			ea	\$ _____	\$ _____ OPTION PERIOD
0007AF	BP Temporary LPR System/Mobile			ea	\$ _____	\$ _____ OPTION PERIOD

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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)
0007AG	BP Temporary LPR System/Handheld			ea	\$ _____	\$ _____ OPTION PERIOD
0007AH	Temporary Removal of LPR Systems			ea	\$ _____	\$ _____ OPTION PERIOD
0007AI	Temporary Removal of LPR Systems Storage			mo	\$ _____	\$ _____ OPTION PERIOD
<p>This CLIN should be priced at a per month price to be used when the LPR system can not be stored at the Government location.</p>						
0007AJ	Supplemental Labor			ea	\$ _____	\$ _____ OPTION PERIOD
0007AK	Infrastructure/Construction			ea	\$ _____	\$ _____ OPTION PERIOD

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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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0007AL	Other Direct Cost			ea	\$ _____	\$ _____
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OPTION PERIOD

Other Direct Costs will be incurred during the performance of the contract and shall be billed in accordance with Federal Acquisition Regulation (FAR) 31.2 Contracts with Commercial Organizations

0008	Option Year Four		0.00	ea	\$ _____	\$ _____
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OPTION PERIOD

0008AA	Installation, "Title of Location"			ea	\$ _____	\$ _____
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OPTION PERIOD

See Section L.6.2.2 for travel pricing instructions and Appendix J.1 for a list of all possible installation locations.

Travel Costs will be incurred during the performance of the contract and shall be billed in accordance with FAR 31.205-46 Travel Costs.

0008AB	POE Passenger Lanes without Installed LPR System			ea	\$ _____	\$ _____
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OPTION PERIOD

0008AC	POE Passenger Lanes with Installed LPR System			ea	\$ _____	\$ _____
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OPTION PERIOD

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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)
0008AD	POE with Commercial Truck Lane System			ea	\$ _____	\$ _____ OPTION PERIOD
0008AE	Border Patrol (BP) Permanent Fixed LPR System			ea	\$ _____	\$ _____ OPTION PERIOD
0008AF	BP Temporary LPR System/Moble			ea	\$ _____	\$ _____ OPTION PERIOD
0008AG	BP Temporary LPR System/Handheld			ea	\$ _____	\$ _____ OPTION PERIOD
0008AH	Temporary Removal of LPR Systems			ea	\$ _____	\$ _____ OPTION PERIOD

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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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0008AI	Temporary Removal of LPR Systems Storage			mo	\$ _____	\$ _____ OPTION PERIOD
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This CLIN should be priced at a per month price to be used when the LPR system can not be stored at the Government location.

0008AJ	Supplemental Labor			ea	\$ _____	\$ _____ OPTION PERIOD
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0008AK	Infrastructure/Construction			ea	\$ _____	\$ _____ OPTION PERIOD
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0008AL	Other Direct Cost			ea	\$ _____	\$ _____ OPTION PERIOD
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Other Direct Costs will be incurred during the performance of the contract and shall be billed in accordance with Federal Acquisition Regulation (FAR) 31.2 Contracts with Commercial Organizations

Contracting Officer  
David R. Mitchell

(b) (6)



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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):

<http://www.acqnet.gov/FAR/>

Clause	Title	Date
52.211-18	Variation in Estimated Quantity	April 1984
52.212-01	Instructions to Offerors--Commercial Items	September 2006
52.212-04	Contract Terms and Conditions--Commercial Items	September 2005
52.236-02	Differing Site Conditions	April 1984
52.236-03	Site Investigation and Conditions Affecting the Work	April 1984
52.236-05	Material and Workmanship	April 1984
52.236-06	Superintendence by the Contractor	April 1984
52.236-07	Permits and Responsibilities	November 1991
52.236-08	Other Contracts	April 1984
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984
52.236-10	Operations and Storage Areas	April 1984
52.236-11	Use and Possession Prior to Completion	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-16	Quantity Surveys	April 1984
52.236-21	Specifications and Drawings for Construction	February 1997
52.245-15	Transfer of Title to the Facilities	June 2003
52.246-12	Inspection of Construction	August 1996
52.246-21	Warranty of Construction	March 1994
52.248-03	Value Engineering--Construction	September 2006

2 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION SEPTEMBER 2000

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,388.00 for POE and \$4,124.00 for BP LPR Systems [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

3 52.212-02 EVALUATION - COMMERCIAL ITEMS JANUARY 1999

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(a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

In accordance with Section M.3 "Technical Evaluation Criteria" of this RFP.

Technical and past performance, when combined, are weighted in accordance with Section M.3 "Technical Evaluation Criteria" of this RFP.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before a ward.

4      52.212-03      OFFEROR REPRESENTATIONS AND CERTIFICATIONS -      NOVEMBER 2006  
COMMERCIAL ITEMS

An Offeror shall complete only paragraph (k) of this provision if the Offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an Offeror has not completed the annual representations and certifications electronically at the ORCA website, the Offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"--

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(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

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- International organization per 26 CFR 1.6049-4;  
 Other \_\_\_\_\_.

- (5) Common parent.  
 Offeror is not owned or controlled by a common parent;  
 Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The Offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The Offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it  is,  is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it  is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the Offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The Offeror represents as part of its offer that it  is,  is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

- |                                      |   |
|--------------------------------------|---|
| Number of Employees                  | Average Annual Gross Revenues                     |
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less      |
| <input type="checkbox"/> 51--100     | <input type="checkbox"/> \$1,000,001--\$2 million |

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- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> 101--250   | <input type="checkbox"/> \$2,000,001--\$3.5 million |
| <input type="checkbox"/> 251--500   | <input type="checkbox"/> \$3,500,001--\$5 million   |
| <input type="checkbox"/> 501--750   | <input type="checkbox"/> \$5,000,001--\$10 million  |
| <input type="checkbox"/> 751--1,000 | <input type="checkbox"/> \$10,000,001--\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million          |

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the Offeror desires a benefit based on its disadvantaged status.]

(i) General. The Offeror represents that either--

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The Offeror represents that--

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that--

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian end product", "component", "domestic end product", "end product", "foreign end product", "Free Trade Agreement country", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act"

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":



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Canadian End Products:

Line Item No.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals--

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [ ] Have, [ ] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

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(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The Offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the Offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

5      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS**      NOVEMBER 2006

(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:

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(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, 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) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

(3) 52.219-4, 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).

(4) [Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7 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.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (SEPT 2006) (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.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

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- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 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).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 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).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (29) 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)).
- (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (35)(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.]

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X (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

X (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.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

     (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 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).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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)

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 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 enables accurate, automated real-time queries of license plate information to TECS. The LPRs ensure that all passenger vehicles crossing the U.S. land borders have their license plates (b) (7)(E) against TECS (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 LPRs 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. 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, for the most part, provided positive enforcement and safety benefits.

In addition to their primary function of reading license plates and querying TECS, the LPRs provide data to a Vehicle Counter System (VCS) using information from the LPRs, which is able to record the number of vehicles passing through a lane with +99% accuracy. The VCS has proven to be a valuable tool for CBP management.

#### C.2 OBJECTIVE

The LPRs currently used by CBP are approaching the end of their useful life cycle and CBP has a need to procure a new COTS (Commercial Off The Shelf) LPR system that will be able to read and transmit license plate data, including state/province of origin for all types of vehicular traffic, to TECS at a high rate of accuracy; accurately count vehicles passing through lanes with installed LPRs; and perform other specific functions, as outlined in this Statement of Work (SOW), (b) (7)(E)

#### C.3 SCOPE OF WORK

This SOW defines the tasks necessary for a COTS LPR system with additional specified capability. These tasks shall include; program management, site preparation, hardware and other equipment, engineering, manufacturing, assembly, software, installation, logistics, testing, modification, verification, system/component integration, documentation, warranty, maintenance, and development. The Contractor shall provide all personnel, services, materials, facilities and equipment necessary to accomplish the tasks and requirements specified in this SOW. The scope of this SOW encompasses full contractor support (as listed above and further defined below) to produce, install, warrant and maintain a minimum of (b) (7)(E) systems at various CBP facilities, primarily POE on the Northern and Southern land borders, within a 5 year period (1 base year and 4 option years). Other government agencies may acquire LPRs, and other associated systems, through CBP under this contract.

C.3.1 There are five LPR system types associated with this SOW:

C.3.1.1 POE Passenger Lanes without Installed LPR System

This configuration specifies new installations at a fixed, permanent installation at a CBP POE or equivalent site.

C.3.1.2 POE Passenger Lanes with Installed LPR System

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This configuration specifies installation of a new LPR system at a fixed, permanent installation at a CBP POE or equivalent site that has already had LPR systems installed. The Contractor must remain within the LPR lane footprint at ports with existing LPRs. The lane footprint is the area bounded by the protective bollards/barriers constructed to protect the current LPR installations. The bollards/barriers currently in use must remain in place, and no new bollards, barriers, other structures or equipment may be placed outside of this existing footprint. There are no pre-set conditions on what can be done within the existing footprint, but CBP retains the right to reject any site design for valid operational, safety, or other reasons.

C.3.1.3 POE with Commercial Truck Lane System

This configuration specifies installation of a new LPR system at a fixed, permanent installation at a CBP POE or equivalent site to capture data on commercial vehicles. (Data captured on Outbound Commercial trucks is not required and will not factor into the overall read rate accuracy scoring.

C.3.1.4 Border Patrol (BP) Permanent Fixed LPR System

This configuration specifies new installations at a fixed, permanent installation at a Border Patrol Checkpoint or equivalent site, which shall meet the requirements of a POE Passenger Lane without Installed LPR System.

C.3.1.5 BP Temporary LPR System

C.3.1.5.1 Mobile

The LPR Border Patrol Mobile Checkpoint is a self contained mobile unit. This unit can be deployed at a location and be assembled as a lane, requiring minimal setup and reconfiguration. This unit is similar to a fixed checkpoint lane with an approximation of the typical lane layout. As it pertains to this section, "minimal setup and reconfiguration" shall be defined as less than two (2) hours for one individual. CBP requires a mobile device that is capable of acting as a fully functioning LPR system. The use of mobile transmission shall not affect data quality.

C.3.1.5.2 Handheld

CBP requires a handheld wireless device that is capable of acting as a fully functioning LPR system.

For each type of lane configuration the Contractor shall define a physical area within which the LPR system will be capable of reading both the front and rear license plates of any given vehicle. When a vehicle is within this area the LPR system shall read the plate information and transmit a TECS query within 1.0 second. Also, when a vehicle is within this defined area, the Contractor shall also define the areas of the positioned vehicle that the LPR system will search for a license plate. This shall be the LPR system's field of view. (b) (7)(F)

(b) (7)(E) in an instance where a handheld LPR system is deemed appropriate field of view does not apply.

The following subsections define specific tasks and requirements to be performed by the Contractor and stipulate performance standards for the LPRs, and associated systems, to fulfill this SOW. 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.

C.3.2 The major activities required for effective deployment of LPR systems at CBP sites consist of the following:

C.3.2.1 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 all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work. Resumes submitted for employees assigned to perform under this statement of work 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.3.2.1.1 Project Manager:

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The Contractor shall provide a Project Manager to facilitate Government-Contractor communications. The Project Manager shall be the primary technical and managerial interface between the Contractor and Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) located at USA CCSA, the Pentagon, Washington D.C. and remote sites serviced by USA CCSA.

C.3.2.1.2 Project Manager, CO, and COTR Meetings:

The Contractor's Project Manager shall meet with the CO/COTR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

C.3.2.2 Hardware/Other Equipment:

The Contractor shall provide all hardware and other equipment necessary for the LPR system to operate relative to the specified LPR System type. The hardware platform integrated into the LPR system shall pass interoperability testing to assure that it does not interfere with the proper operation of systems already existing in the CBP operational environment. 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.3.2.3 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 software integrated into the LPR system shall pass interoperability testing to assure that it does not interfere with the proper operation of systems already existing in the CBP operational environment. 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.

C.3.2.4 Interface:

The contractor shall provide LPR System interfaces with 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 relative to the specified LPR System type. The LPR system interfaces shall pass interoperability testing to assure that they do not interfere with the proper operation of systems already existing in the CBP operational environment. 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.

C.3.2.5 Site Preparation, to include:

C.3.2.5.1 Site Survey - Collect site-specific information, identify specific local requirements, and provide an opportunity to establish initial deployment concepts for each location.

C.3.2.5.2 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.

a) For installation type, "POE Passenger Lanes with LPR System", Contractor shall provide modification to the existing designs and drawing and resubmit drawing for final approval.

b) For installation type, "POE Passenger Lanes without LPR System", CBP retains the right to determine what type of protective barrier (i.e., bollard, K-rail, etc.), if required, will be used.

C.3.2.5.3 Construction/Subcontracting - Prepare the sites/facilities to accommodate LPR system installations and operations, upon CBP request relative to the specified LPR System type (see appendix J.3).

C.3.2.6 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 delivery of equipment and timely availability of personnel to install equipment relative to the specified LPR System type.



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**C.3.2.7 Installation:**

The Contractor shall install LPR systems at locations identified by CBP, as listed in appendix J.1. 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 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.

For installation type, "POE Passenger Lanes with LPR System", the Contractor shall first remove the existing LPR system before proceeding. The Contractor shall be responsible for the removal and legal disposal of all debris related to the installation.

**C.3.2.8 Startup/Testing/Acceptance:**

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.

**C.3.2.9 Modification:**

The Contractor shall make necessary site-specific modifications to ensure that the LPR systems function correctly at each location.

**C.3.2.10 Verification:**

The Contractor shall verify that all site preparation, construction and installation work has been completed according to specifications relative to the specified LPR System type.

**C.3.2.11 System/Component Integration:**

The Contractor shall ensure that LPR systems are fully integrated with all requisite CBP systems and networks relative to the specified LPR System type.

**C.3.2.12 Technical Support Services:**

The Contractor shall provide working solutions to maintain system operation and support CBP requirements for each location.

**C.3.2.13 Documentation:**

The Contractor shall provide and update documentation including but not limited to; Operator Training Manual, and Maintenance Training Manual relative to the specified LPR System type.

**C.3.2.14 Training:**

At the conclusion of each installation the Contractor shall provide sufficient materials and instructions to conduct operational training at each site. Training is for basic on-site hardware preventive maintenance as conducted by the site personnel, such as the local LAN administrator. This training is not intended to cover the actual operation of the software associated with interface to CBP systems.

**C.3.2.15 Warranty:**

The Contractor shall provide warranty coverage, including on-site service if and when required for each location.

**C.3.2.16 Maintenance:**

The Contractor shall develop a plan to provide post-warranty technical and operational maintenance support, if requested, for all LPR systems to include preventative maintenance and system upgrades at each location.

**C.3.2.17 Temporary Removal of LPR Systems:**

This section specifies the temporary removal of an LPR system at any site that already has an LPR system installed. The Contractor shall remove, without damage, an existing LPR system and prepare it for safe storage. Upon reinstallation, the Contractor shall restore the LPR to fully functional status.

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### C.3.2.18 Alternate Wireless LPR System Solution

CBP requires that LPRs shall, when necessary, be capable of being installed and operated in a wireless mode. This may be necessary at all sites where the installation of cabling is not possible.



### C.3.2.20 Earned Value Management (EVM):

EVM shall be used in this requirement. As per FAR 34.201 (b), if Contractors submit an EVM system that has not been determined to be in compliance with American National Standards Institute/Electronics Industries Alliance Standard-748 (ANSI/EIA), Earned Value Management Systems, the Contractor shall submit a comprehensive plan for compliance which will be evaluated by the Contracting Officer (FAR 34.201 (e)).

EVM as used in this solicitation means a project management system used by the contractor that effectively integrates the project's technical scope of work with schedule and cost elements for optimum project planning and control. A pre-award Integrated Baseline Review (IBR) is not contemplated for this award; instead an IBR will be conducted with the successful Contractor during the kick-off meeting in accordance with FAR 34.2. EVM monthly status reports for all non-completed LPR system installations shall be included as a section in the monthly status report. For further information on EVM refer to Attachment J.9.

### C.3.2.21 Transition Plan:

#### C.3.2.21.1 Transition In

Phase-in shall begin at contract award. The contractor shall complete all phase-in efforts in accordance with the approved transition plan (to include the Government's validation of the Transition Plan, containing critical events, schedules and approach) and be prepared to begin performance immediately and to be completed no later than thirty (30) calendar days after award. The contractor shall submit a weekly status report during the phase-in period and operational activities to the Contracting Officer's Technical Representative (COTR) beginning the 20th calendar day following award. The status report shall address those items identified as being key to the success of the transition as identified in the start-up plan.

#### C.3.2.21.2 Transition Out

At the end of the period of performance, the incumbent contractor shall transition activities to the incoming contractor with minimal disruption of services to the government. The contractor shall maintain sufficient qualified staff to meet all requirements of this effort services. The contractor shall submit a written phase-out plan to the COTR no later than ninety (90) calendar days prior to the expiration of the contract period. The plan shall detail phase-out activities to assure continuity of operations and the execution of a smooth and timely transition. Phase-out activities shall be coordinated through the COTR. The outgoing contractor shall submit a weekly status report of phase-out activities to the COTR beginning the 7th calendar day following the award of a successor contract until otherwise notified by the COTR to discontinue.

## C.4 LPR SYSTEM PERFORMANCE REQUIREMENTS

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A 95% accuracy rate is required for all images with at least one license plate issued by any U.S. state, the District of Columbia, any Canadian Province or Territory, and Mexican states & district. Please refer to Appendix J.7, Table 1 for a full list of 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 50 U.S., the District of Columbia, all of the 12 Canadian Provinces and Territories, and the 31 states and one district of Mexico.

An accurate read shall be defined as both the state/province of origin and all alphanumeric characters correctly identified and transmitted. An "error" is construed as a missing or incorrect alphanumeric character or a missing or incorrect state/province of origin code where a license plate exists. An LPR read of No Plate-"NP" is not an error, and will not count against the required 95% accuracy, if in fact there are no existing plates on the vehicle or if the license plate is not in an area of the vehicle where it has been agreed the LPR system will look for a plate. An error will be reported if there is a plate which the LPR should have been able to read either at the front or the rear of the vehicle. There are no other exceptions to the requirement for 95% accuracy.

Captured images shall be transmitted in the correct formatted text query to the TECS system with at least 95% accuracy.

**C.4.1 POE Passenger Lanes with LPR; POE Passenger without LPR; Border Patrol Permanent Fixed System Performance Requirements:**

Each installed LPR system shall correctly read the alphanumerics and recognize the state/province of origin of the license plate(s) of each passenger vehicle which passes through the lane. The LPR System shall transmit the alphanumerics and the state/province of origin in a correctly formatted text query to the TECS system for at least 95% of all vehicles which pass through the lane.

**C.4.2 POE with Commercial Truck Lane LPR System Performance Requirements:**

Each installed LPR system shall conform and correctly read the alphanumerics and recognize the state/province of origin of the front and rear license plate(s) of each commercial vehicle which passes through the lane. The LPR System shall transmit the alphanumerics and the state/province of origin for each plate on both the front and rear of the commercial vehicle separately in a correctly formatted text query to the TECS system for at least 95% of all commercial vehicles which pass through the lane.

The requirement for a separate read and query of front and rear plates is based on the fact that most commercial vehicles are of a tractor/trailer type, with each unit separately plated. However, in the event that a commercial vehicle has one license plate number repeated front and back, the LPR shall recognize that these are identical and send only a single query. In the event that a commercial vehicle has more than one license plate on either the front or rear of the vehicle, the LPR shall send each unique plate as a separate TECS query.

**C.4.3 BP Temporary LPR System - Mobile Performance Requirements:**

Queries by the mobile device shall be responsive to both passenger and commercial vehicles. The device shall transmit the alphanumerics and the state/province of origin in a correctly formatted text query to the TECS system for at least 95% of all vehicle license plates requested. This system shall be able to be immediately disassembled and removed from the roadway.

**C.4.4 BP Temporary LPR System - Handheld Performance Requirements:**

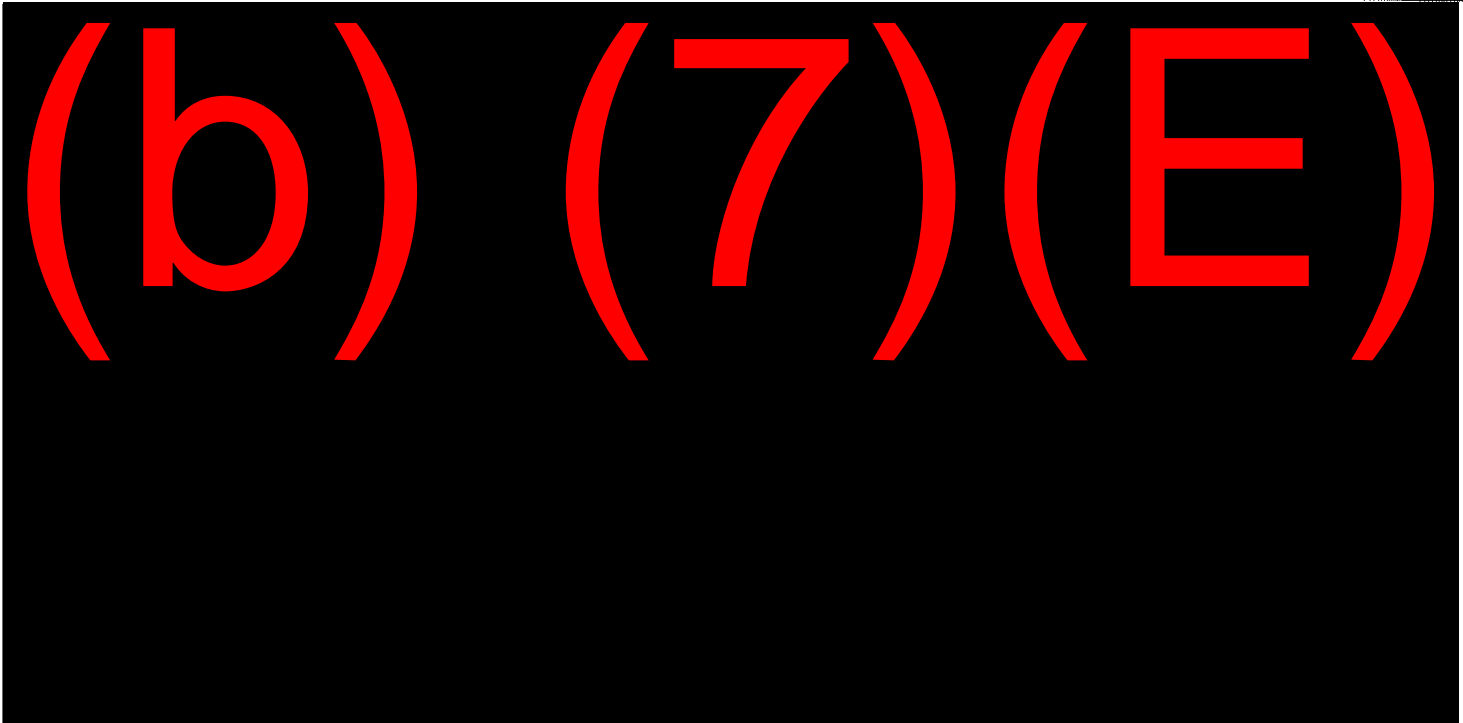
Queries by the handheld device shall be responsive to both passenger and commercial vehicles. The device shall transmit the alphanumerics and the state/province of origin in a correctly formatted text query to the TECS system for at least 95% of all vehicle license plates requested.

**C.4.5 Alternate Wireless LPR System Solution Performance Requirement:**

The use of mobile transmission shall not affect data quality, and all LPR systems which use wireless transmission shall be subject to the same accuracy requirements as hard-wired equipment.



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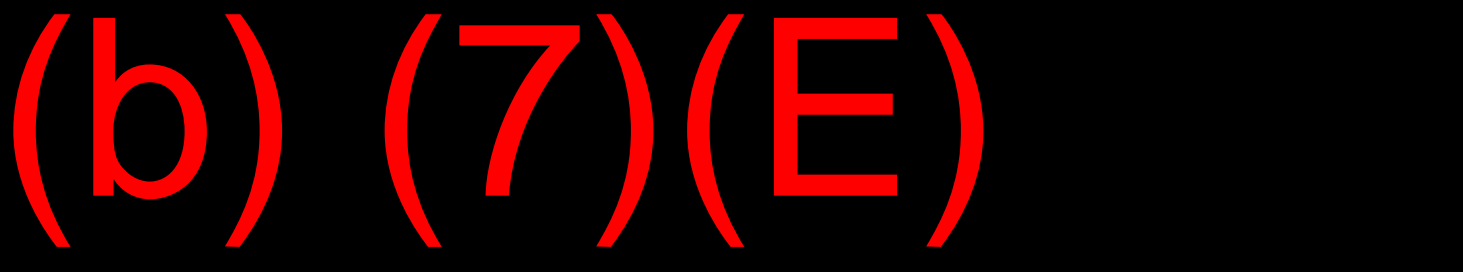
C.4.6.3. Ability to Read License Plates of Moving Vehicles:

All LPR system types shall have the ability to correctly read all images as identified in section (b) (7)(E) of vehicles moving at speeds of up to (b) (7)(E)

C.5 LPR SYSTEM TECHNICAL REQUIREMENTS

C.5.1 Lane Equipment:

The Contractor shall provide all lane equipment for LPR system operation. This equipment shall fit within the existing design of the LPR system installations at sites where LPRs are currently installed. All LPR lane equipment shall be compatible with, and not interfere with the operation of, existing systems in the inspection area.



C.5.3 Conduit/Wiring:

Unless otherwise directed by CBP, the Contractor shall provide all conduits and wiring required to make the LPR (and the VCS and Image Saving) system operational. CBP retains the option to require that existing conduit and wiring be used, if and when practicable. All conduits and wiring shall meet all applicable codes and standards (National Electric Code (NEC), Facilities Standard for Public Building Service (PBS-100), other federal/state/local requirements, etc.). All conduits shall be installed at a minimum of 24" deep. If applicable codes or regulations at a particular site require a depth exceeding 24", the Contractor shall comply with the deepest requirement. All conduits shall be marked with magnetic marking tape and, when installed, shall be surrounded by at least 6" of Compacted Density Fill which has been dyed brick red.

C.5.3.1 Reuse of Existing Conduit/Wiring:

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CBP requires the reuse of existing conduit and wiring where practicable. However, any reused conduit or wiring shall meet the requirements in Section C.8.2 "Factory Acceptance Test Plan." Existing conduit and wiring which does not meet the requirements of Section C.8.2 shall not be used.

**C.5.4 Wireless Transmission:**

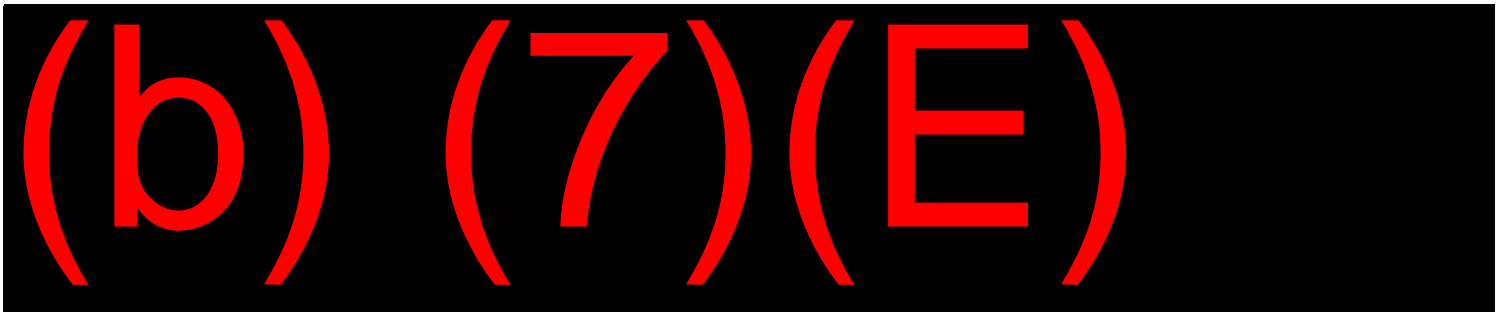
The Contractor shall make available wireless transmission capability to send data from an LPR system to a compatible receiver that will be able to send a correctly formatted query to TECS as well as receive and display a response returned from TECS. This option will be for those instances where wired transmissions are not technically possible and for handheld/mobile devices.

**C.5.5 Illumination:**

Any illumination required for the operation of the LPR system shall not be visible to the traveling public and shall not in any way interfere with traffic flow or site operations nor pose a health or safety hazard when in operation. CBP reserves the right to allow some level of visible light if it can be demonstrated that such light will not interfere with traffic flow or site operations nor pose a health or safety hazard when in operation. The Contractor should recognize that visible light will be a problem, especially at night, and only a level of visible light which is demonstrably safe will be allowed.

**C.5.6 Equipment Housing:**

All LPR components, housing devices and junction boxes exposed to the weather shall be in weather- and tamper-resistant enclosures of at least NEMA Type 4. The enclosures shall be appropriately filtered and temperature controlled. The range of temperatures in which LPRs must function is from -40 Fahrenheit to +122 degrees Fahrenheit.



**C.5.8 Retro-Reflective and Non-Retro-Reflective Plates:**

The LPR system shall be capable of reading both Retro-reflective and non-Retro-reflective license plates.

**C.5.9 TECS Interface Requirements:**

The TECS software has been modified to accept LPR system input. The LPR system shall use the formats in the subsequent paragraphs/sections 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.5.9.1 Read Characters:**

The LPR system shall image and recognize the alphanumeric characters, which uniquely identify each license plate, convert the image characters into ASCII characters, and format the alphanumeric data for input into TECS.

**C.5.9.2 Data Formats:**

The LPR data packet information that is sent to TECS shall follow current established formats. Appendix J.7 Table 2 depicts examples of the current established formats. In the future this format will change; the Government shall inform the Contractor within ten (10) business days. The Contractor shall work with CBP to ensure the continued success of the LPR systems.

**C.5.9.3 No Read Response:**

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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 the following "\*\*\*\_" signifies "no read".

**C.5.9.4 No Plate Response:**

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."

**C.5.10 CBP Network Interface Requirements:**

The Contractor products shall undergo testing to demonstrate network interface compatibility. 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.5.11 Hardware Interface:**

The LPR system shall interface with TECS and the CBP network by CAT 6 or fiber optic cable. The particular type of interface to be used will be determined by CBP on a site-by-site basis. All connectors and controls shall have their functions clearly labeled at both ends of any interface.

**C.5.12 LPR System Power Requirements:**

The fixed, permanent LPR systems shall function as specified using 115 VAC (+ or - 10%), 50 - 60 Hz.

The mobile LPR Systems shall have no special alternator or engine modifications, and have a separate fuse or breaker.

The hand-held LPR devices shall have a replaceable rechargeable battery with an 8 hour lifetime. An internal battery shall allow for external battery change without loss of connection.

**C.5.13 CBP Network Interface Software Requirement Testing:**

All software to be used by the Contractor for the LPR system shall be tested by CBP for the TECS application, 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.

**C.5.14 Engineering Change Proposals:**

During the performance of this contract, the Government may solicit, and the Contractor is encouraged to independently submit Engineering Change Proposals (ECPs). ECPs means a Engineering Change Proposal which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval. These ECPs, must be within the general scope of this contract, may be requested by the Government and/or proposed by the contractor, for certain requirements specified herein. The ECPs may include but are not limited to new applications, software development, enhancement, technology renewal, and/or for any other purpose which present a system or service performance advantage to the Government. Improvements in technology which better provides for the needs of employees/users with disabilities is especially encouraged. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

- a) At a minimum, any proposal submitted by the Contractor pursuant to this clause shall include the following information:
  - 1) A statement to the effect that the proposal is being submitted pursuant to this clause;
  - 2) A detailed technical description of the proposed changes;
  - 3) A detailed comparison between the existing contract requirements and the proposed changes, including the advantages and disadvantages of each;
  - 4) An itemized list of each contract requirement, including any delivery schedules or completion dates that would, in the Contractor's opinion, be effected by the proposed changes;
  - 5) An estimate of any change (increase or decrease) to the contract's price, including any related cost;
  - 6) An estimate of the date by which the Government should accept the proposal in order to receive maximum benefits; and,
  - 7) The date until which the proposal is valid. (This date must provide reasonable time for the Government to review the proposal.)

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- b) The Contractor may withdraw, in whole or in part, any improvement proposal which is not accepted by the Government within the specified time for acceptance.
- c) The Contracting Officer shall accept or reject any improvement proposal by giving the Contractor written notice of such acceptance or rejection.
- d) If the proposal is accepted, the Contracting Officer shall issue a contract modification to incorporate any necessary changes into the contract, including any increase or decrease in the contract price. Such adjustment shall be made in accordance with the changes clause of this contract.
- e) Unless and until the contract is modified in writing to incorporate any changes resulting from the Government's acceptance of an improvement proposal, the Contractor shall continue to perform in accordance with the contract's existing terms and conditions.
- f) The Contracting Officer's decision to accept or reject any improvement proposal shall be final and shall not be subject to the terms cited in the disputes clause. Furthermore, the Government shall not be liable for the direct reimbursement of any proposal costs. In no event shall the Government be liable for any additional costs incurred by the Contractor due to the Government's delay in accepting or rejecting any improvement proposal.
- g) The Contractor is requested to identify specifically any information contained in its improvement proposal which it considers confidential and/or proprietary and which it prefers not be disclosed outside the Government. The Contractor's identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government. The Contractor is advised that such information may be subject to releases under the Freedom of Information Act (5 U.S.C. 552).

**C.5.15 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\*
- " the Underwriters Laboratory (UL) [www.ul.com](http://www.ul.com)
- " the National Electric Code (NEC) [www.nationalelectriccodes.net](http://www.nationalelectriccodes.net)
- " Facilities Standard for Public Building Service (PBS-100) [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).

\* 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.5.16 Electrical Requirements:**

All LPR components and parts shall meet all relevant electrical safety standards as established by the Underwriters Laboratory (UL), the National Electric Code (NEC), Facilities Standard for Public Building Service (PBS-100), and all appropriate state and local codes. The Contractor shall ensure and show that all components are designed to protect against shock hazard.

**C.5.17 Control Devices Requirements:**

All LPR equipment and LPR related traffic flow control devices installed on or near a roadway must comply with all codes and regulations established by the agency or municipality that controls the roadway.

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C.5.18 Open System Methodology:

CBP requires that any LPR system implements Open System Methodology.

C.5.19 Maintenance Requirement:

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 95% read accuracy.

**C.6 SITE PREPARATION, CONSTRUCTION AND EQUIPMENT INSTALLATION REQUIREMENTS**

CBP reserves the right to determine who will do site preparation and construction prior to the installation of the LPR equipment. The Contractor shall be prepared to perform all site preparation and construction. However, if CBP designates other than the Contractor to perform site preparation and construction, the Contractor shall cooperate fully with this designee and provide specifications and technical support as needed.

The Contractor shall define any equipment installation or other work needed to be performed only by the Contractor in order to correctly install the LPR system. CBP recognizes that there may be certain work that should be performed only by the Contractor to ensure proper system functioning and system warrant ability. The determination of who will be responsible for site preparation, construction and equipment installation, including that work which the Contractor has determined it must perform, will be made at the site conference which will follow the site survey for each site.

C.6.1 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.6.2 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, 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.

C.6.3 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.6.4 Installation Process Requirements:

The Contractor will adhere to all installation process requirements in accordance with Appendix J.3 "Installation Process Requirements".

**C.7 SAFETY**

The Contractor shall adhere to all safety requirements/regulations as set forth in section C.5 "LPR System Technical Requirements."

**C.8 WARRANTY AND NON-WARRANTY MAINTENANCE**

The Contractor shall warrant all work, for the LPR system shall be free from defects in material and workmanship at the time of 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. At the Contractor's discretion they shall repair, correct or replace any such work, equipment, hardware or software which proves to be defective, provided that the Contractor is given notice of any such defects by CBP no later than 1 year after the equipment has been accepted by CBP. At the Contractor's discretion they shall repair, correct or replace the defective item on site or at Contractor's facility.



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The Contractor shall provide a method for CBP to immediately notify it of defects. The Contractor shall be available to receive notice of defects. Warranty service shall commence within 1 business day from Contractor's receipt of the request for service. Repair, correction or replacement of the defective item shall be accomplished within 2 business days after commencement of service.

If the defect 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 (cost and time for completion) to repair, correct or replace the defective item. Acceptance of the estimate and a request to repair, correct or replace the defective item by CBP shall be a separate action between the Contractor and CBP.

#### C.8.1 Post-Warranty Maintenance Plan

The Contractor shall present, as part of this contract, a plan for maintenance of all installed systems to be implemented after the warranty period has expired. This plan shall include the amount of time the warranty covers by completing the "blanks" in FAR 52.246-20 in Section I.23 of this RFP.

### C.9 LOGISTICS

#### C.9.1 Technical Support Services

This effort includes system support not covered under the warranty paragraphs of the SOW.

#### C.9.2 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, care/cleaning, or maintenance shall be approved by CBP.

#### C.10.3 Training:

The Contractor shall be responsible for providing training to the staff at the installation location that will be using "LPR Systems", (i.e., CBP Officer, Border Patrol Agent, etc.). The training and related training materials shall focus on the routine care and maintenance of the installed hardware.

The Contractor shall be additionally responsible for providing the CBP Office of Information and Technology Training Branch with the initial training on the LPR systems to the satisfaction that training aids and material can be developed.

#### C.10.4 Operator's Manuals:

Upon installation the Contractor shall deliver 1, commercial grade quality, copy of the Operator's Manual to each CBP site in which LPRs have been installed. 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 and 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.11 OTHER PERFORMANCE REQUIREMENTS

#### C.11.1 Monthly Status Report

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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.12 MANAGEMENT MEETINGS

### C.12.1 Orientation Briefing

Within 2 weeks of award, the Contractor shall conduct an orientation briefing for CBP. CBP does not expect an elaborate orientation briefing nor does it expect the Contractor to expend significant resources in preparation for this briefing. The intent of the briefing is to initiate the communication process between CBP and the Contractor by introducing key task participants, explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask 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.
- " Completion of the Integrated Baseline Review (IBR)

### C.12.2 Quarterly Program Review

A Program Review shall be conducted on a quarterly basis. 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.

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## SECTION D -- PACKAGING AND MARKING

### D.1 DELIVERY

D.1. All deliverables submitted under the contract shall be prepared and packaged in a cost-effective manner equivalent to standard commercial quality. Elaborate art work, expensive paper and bindings are neither necessary nor desired. Delivery shall be F.O.B. Destination in accordance with FAR 52.212-4 (j) (2) Risk of Loss.

D.2. Unless otherwise directed by the Contracting Officer, all reports shall be delivered by electronic mail (e-mail) or First Class mail. The cost of delivery by more expensive means will be denied unless approval is obtained in advance from the Contracting Officer.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 INSPECTION AND ACCEPTANCE

#### E.1 52.252-01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Contractor may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/FAR/>

CLAUSE REFERENCE	FAR TEXT REFERENCE	TITLE AND DATE
52.246-2	46.302	Inspection of Supplies -Fixed-Price (MAR 2007)
52.246-4	46.304	Inspection of Services - Fixed-Price (AUG 1996)

### E.2 INSPECTION AND ACCEPTANCE

Inspection of the Supplies/Services provided hereunder shall be made by the Contracting Officer's Technical Representative (COTR) or any Inspectors designated by the Contracting Officer. The place of inspection for reports required under this contract shall be at the addresses for deliverables set forth in Section F. Final acceptance of Supplies/Services shall be made by the Contracting Officer designated in the contract.

#### E.2.1 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work.

- " Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- " Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- " Consistency to Requirements - All work products must satisfy the requirements of this contract.
- " File Editing - All text and diagrammatic files shall be editable by the Government.
- " Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission, unless otherwise specified herein. Hard copy formats shall follow any specified Directives or Manuals.
- " Timeliness - Work Products shall be submitted on or before the due date specified herein or submitted in accordance with a later scheduled date determined by the Government.

### E.3 QUALITY ASSURANCE

The COTR or designated inspector will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COTR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COTR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

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## E.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):

<http://www.acqnet.gov/FAR/>

Clause	Title	Date
52.246-06	Inspection--Time-and-Material and Labor-Hour	May 2001
52.246-16	Responsibility for Supplies	April 1984

## E.3 ACCEPTANCE/PERFORMANCE TESTING

Acceptance testing of new deployments of approved compliant LPR Systems shall commence upon site installation. Subsequent and/or simultaneous performance testing and evaluation may be required. If a change to an approved compliant LPR system is made those changes must be in accordance with Sections C.3.2.2 "Hardware/Other Equipment," C.3.2.3 "Software," and C.3.2.4 "Interface" of this SOW.

### E.1 General Acceptance Criteria:

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this SOW.

- " Accuracy - Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- " Clarity - Work products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- " Consistency to Requirements - All work products must satisfy the requirements of this SOW.
- " File Editing - All text and diagrammatic files shall be editable by the Government.
- " Format - Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directive(s) and/or Manual(s).
- " Timeliness - Work products shall be submitted on or before the due date specified in this contract or submitted in accordance with a later scheduled date determined by the Government.

### E.2 Factory Acceptance Test Plan:

The Contractor shall provide CBP with a Factory Acceptance Test Plan. This plan shall be carried out prior to the LPR equipment being shipped to the site. The plan shall document factory acceptance procedures, facilities and equipment used. The Contractor shall be responsible for making sure that all necessary tests are performed to ensure that the LPR system and associated components are operating in compliance with all system and performance requirements specified herein. This test plan is due at the time of proposal.

#### E.2.1 Factory Acceptance Test Report:

Upon the completion of the Factory Acceptance Test (FAT), the Contractor shall be responsible for maintaining these records for immediate disclosure to the Government upon request.

### E.3 On-Site Performance Test Plan:

The Contractor shall provide CBP with a Contractor's On-site Performance Test Plan. This plan shall outline/describe the Contractor's field test procedures and data collection plans, as it relates to testing all equipment on-site after it has been installed. The test plan shall:

- " Define any special test equipment required;

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- " Provide an estimate of the amount of time required;
  - " Identify any site or CBP assistance that may be required;
  - " Define, in sufficient detail, the documents that shall be utilized in establishing the installed LPR equipment system performance, to include an acceptance checklist;
  - " Identify the Contractor's analysis techniques of the data and its format for submission to CBP.
- This plan is due at the time of proposal.

**E.4 LPR System Acceptance Tests:**

Prior to acceptance review of an "LPR System", this includes the "LPR Alternate Wireless System Solution" by CBP, but after the Contractor has verified that all site preparation and installation construction has been completed according to all applicable codes and the contract specifications, the Contractor shall test each system to demonstrate that it meets the performance requirements.

For all LPR systems the Contractor shall record 100 consecutively arriving vehicles. For all systems, except handheld/mobile devices, this recording shall include images of both the front and rear field of view of each vehicle. The handheld/mobile device shall include only the image, front or rear, captured by the device.

The Contractor shall verify if a license plate read was correct or incorrect by comparing the images to what the LPR system plate read. The only exception allowed will be if there is no plate on the vehicle or if the plate does not fall within the predetermined "field of view" of the respective type of "LPR System" cameras. This is the only exception to the accuracy performance requirement, and such vehicles will not be included in any accuracy calculations.

When a satisfactory test has been completed, the Contractor shall tabulate the results, showing site, lane number, date and time of testing, the license plate numbers of all vehicles recorded, and the results for each plate. This tabulation shall be presented to CBP as proof of acceptable performance. The Contractor shall also include the actual images and the LPR reads used for the testing. CBP will have 10 business days from date of receipt to examine these results.

If the initial testing is unsatisfactory, the Contractor shall determine what caused the unsatisfactory results, make any necessary adjustments, and re-test the lane(s). Re-testing shall follow the same procedure as initial testing.

CBP will verify all data received by the Contractor prior to official acceptance approval. Final acceptance of all work performed, reports and other deliverables will be determined upon CBP COTR's review and approval.

VCS acceptance testing shall be done only after a lane has had its LPR system accepted by CBP. The VCS shall be tested by recording the traffic for at least .5 hours. The number of vehicles shall be manually counted and then compared to the results shown by the VCS. If the results are satisfactory, the Contractor shall present a full report from the VCS showing the test period, the recording of the vehicles which passed during the test period, and a statement that the VCS recorded traffic to at least 99% accuracy. CBP shall have 10 business days to examine these results.

If the initial testing is unsatisfactory, the Contractor shall determine what caused the unsatisfactory results, make any necessary adjustments, and re-test the lane(s). Re-testing shall follow the same procedure as initial testing.

Acceptance testing for the Image Archiving database shall be conducted at the site level; after all planned LPRs for the site have been installed and accepted by the government. "LPR System Acceptance Test" results shall be used and 100 randomly selected license plates shall be queried for each of the data fields. The requirement for a successful test is 99% of correct information retrieved for each data field/license plate queried. This database shall be capable of capturing, storing, and subsequent viewing of images.

**E.5 Final Report:**

The Contractor shall provide a final report, to the COTR, at the conclusion of each installation effort. The report shall summarize objectives achieved, significant issues, problems and recommendations to improve the process in the future. This report is due within 10 business days of installation completion.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 PERFORMANCE

#### Period of Performance

The period of performance for this contract is 12 months from date of award. This contract contains four 12 month option periods.

#### 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 well as regular business hours (8 a.m. - 5 p. m., Monday thru Friday).

The Contractor shall provide the CBP Program Manager/Program Team with their anticipated working hours for each effort at the same time the "Site Visit Request" is submitted to CBP. The CBP Program Manager/Program Team 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 CBP Program Manager/Program Team will provide POC information prior to the contractor(s) being on site.

#### Place of Performance

Services may be provided off-site, on-site, or a combination of, depending on program requirements.

### F.2 SCHEDULE AND MILESTONES

The following schedule of milestones will be used by DHS/CBP and the FEDSIM COTR to monitor timely progress under this contract. In this schedule, CA designates Contract Award, NLT designates No Later Than, and PS designates Project Start. This schedule is required to meet mission objectives. Variances to this schedule will be reviewed and may or may not be acceptable.

#### Deliverable Table - Per Site Deliverables

<u>Milestone/Deliverables:</u>	<u>Due Date:</u>
1) Kick-Off Meeting	At kick-off meeting
a) Overall Project Plan/Schedule	NA
b) Factory Acceptance Test Plan	NA
c) Configuration Management Plan	NA
d) On-Site Performance Test Plan	NA
2) Pre-Installation	10 business days after site visit concludes
a. Site Visit / Authorization Letter	2 weeks prior to site visit
b. Site Specific Project Plan	NA
c. Site Survey Report	NA
d. Design Drawings	NA
e. Pre-Bid Meeting Minutes	NA
f. Pre-Construction Meeting Minutes	NA
3) Installation	In Accordance With approved site specific project plan
a. Site Verification Reports (Hold Points 1,2,3)	IAW approved site specific project plan
b. Operator's Manual	Upon LPR System installation
c. Training Manual	Upon LPR System installation

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- d. Site Acceptance Package 5 business days after acceptance of active LPR System
- e. As-Built Drawings 5 business days after acceptance of active LPR System
- 4) Project Management NA
  - a. Monthly Report Prior month's report due 10th business day of current month
  - b. Quarterly In-Progress Review 15th business day of the month following the end of quarter
  - c. Transition Plan NA
    - i. In @ kick-off mtg
    - ii. Out At the last quarterly IPR
  - d. Final Report 10 business days after completion of performance

F.3 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):

<http://www.acqnet.gov/FAR/>

Clause	Title	Date
52.211-17	Delivery of Excess Quantities	September 1989
52.242-14	Suspension of Work	April 1984
52.242-15	Stop-Work Order	August 1989

F.4 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 \$1,388.00 for POE and \$4,124.00 for BP LPR Systems per calendar day of delay [Contracting Officer insert amount].

(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)



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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

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

Department of the Interior/GovWorks  
 Procurement Operations Branch  
 381 Elden Street, Suite 4000, Herndon, Virginia 20170-4817

Attn: Mr. David Mitchell

(b) (6) phone

(b) (6) fax

(b) (6)

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's Representative with a copy supplied to the Contracting Officer.

Contracting Officer's Technical Representative (COTR)

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)

7400 Fullerton Rd.

(b) (6)

Phone: (b) (6)

Fax: (b) (6)

(b) (6)

a) The COTR is the individual within the Program Management function who has overall technical responsibility for this contract. The COTR supports the CO during administration of this effort by:

- 1) Making final decisions regarding any recommended rejection of deliverables;
- 2) Providing technical clarification relative to overall workload matters;
- 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services;
- 4) Providing acceptance of deliverable products to assure compliance with requirements.

b) The COTR also provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general statement of work for this effort. The COTR does NOT have the authority to and may NOT issue any technical direction which:

- 1) Constitutes an assignment of work outside the general scope of this effort;
- 2) Constitutes a change as defined in the "Changes" clause;
- 3) In any way causes an increase or decrease in cost or the time required for performance;
- 4) Changes any of the terms, conditions, or other requirements of this effort; and
- 5) Suspends or terminates any portion of this effort.

c) All technical direction shall be issued in writing by the COTR or will be confirmed by the COTR in writing within 10 calendar days after verbal issuance. A copy of the written direction shall be furnished to the CO.

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d) In addition to providing technical direction, the COTR will:

- 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO any changes in the requirement;
- 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
- 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this SOW.

f) If in the opinion of the Contractor, any instruction or direction issued by the COTR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after receipt of any instruction or direction.

## 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- Commerical Items":

Invoices shall be submitted electronically through GovPay - GovWorks Electronic Invoicing System at <https://www.govpay.gov>. Please direct all GovPay inquires to the GovPay Help Desk at (703) 787-1200 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 FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". 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, 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.

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 4MB 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

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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.4.1 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.4.2 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.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 SPECIAL CONTRACT REQUIREMENTS

#### **H. 1 Government Furnished Property (Information)**

The only Government furnished property is that specified in C.5.15 Applicable Regulations and Standards Requirement

#### **H.2 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.3 Personnel Requirements**

##### **H.3.1 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.3.2 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.3.3 Key Personnel Designation**

For the purpose of the overall performance of this effort, the Contractor's Project Manager shall be designated as a key person.

The Project Manager shall be the Contractor's authorized point of contact with the Government CO and the COTR. The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

#### **H.4 Security Requirements**

CBP does not specifically require a security clearance in performance of this effort. However, without a clearance an escort is required at all times that the Contractor is on-site at a CBP facility.

#### **H.5 Contractor Work with Other Government Contractors**

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Contractors working for the Government. 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.

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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/contacts will be established. Any Contracting Officer's Technical Representatives (COTR) of other efforts shall be included in any establishment of conventions.

**H.6 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 Contracting Officer.

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.6.1 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 Contracting Officer (CO). 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.7 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 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.8 Contractor Interfaces**

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Contractors working for the Government. 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/contacts will be established. Any Contracting Officer's Technical Representatives (COTR) of other efforts shall be included in any establishment of conventions.

**H.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):

<http://www.acqnet.gov/FAR/>

Clause	Title	Date
52.234-04	Earned Value Management System	July 2006

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## SECTION I -- CONTRACT CLAUSES

### I.1 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES

#### Prohibition On Contracts With Corporate Expatriates (HSAR 3052.209-70) (DEC 2003)

(a) Prohibitions. Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

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

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

- (1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

- (1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.
- (2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

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(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of Public Law 107- 296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

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

(f) Disclosure. By signing and submitting its offer, an Offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

## I.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):

<http://www.acqnet.gov/FAR/>

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government (Jul 1995) - Alternate I	October 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	September 2005
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	July 2006
52.204-09	Personal Identity Verification of Contractor Personnel	November 2006
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.216-31	T&M/LH Proposal Requirements-Commercial Item Acquisition	February 2007
52.217-08	Option To Extend Services	November 1999
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09	Small Business Subcontracting Plan	September 2006
52.219-09 Alt II	Small Business Subcontracting Plan (Jan 2002) - Alternate II	October 2001
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.222-01	Notice To The Government Of Labor Disputes	February 1997

52.222-03	Convict Labor	June 2003
52.222-06	Davis Bacon Act	July 2005
52.222-07	Withholding of Funds	February 1988
52.222-08	Payrolls and Basic Records	February 1988
52.222-09	Apprentices and Trainees.	July 2005
52.222-10	Compliance with Copeland Act Requirements	February 1988
52.222-11	Subcontracts (Labor Standards)	July 2005
52.222-12	Contract Termination-Debarment	February 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	February 1988
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	February 1988
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-41	Service Contract Act of 1965, As Amended	July 2005
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	November 2006
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.226-01	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	June 2000
52.227-01	Authorization and Consent	July 1995
52.227-14	Rights in Data--General	June 1987
52.227-22	Major System--Minimum Rights	June 1987
52.228-02	Additional Bond Security	October 1997
52.228-05	Insurance - Work On A Government Installation	January 1997
52.228-11	Pledges Of Assets	February 1992
52.228-15	Performance and Payment Bonds--Construction	November 2006
52.229-03	Federal, State And Local Taxes	April 2003
52.232-01	Payments	April 1984
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts	August 2005
52.232-08	Discounts for Prompt Payment	February 2002
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability of Funds	April 1984
52.232-27	Prompt Payment for Construction Contracts	September 2005
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest after Award	August 1996
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.236-26	Preconstruction Conference	February 1995
52.237-02	Protection of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity of Services	January 1991
52.239-01	Privacy or Security Safeguards	August 1996
52.242-02	Production Progress Reports	April 1991
52.242-13	Bankruptcy	July 1995



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52.243-01	Changes--Fixed Price	August 1987
52.243-01 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	April 1984
52.243-03	Changes--Time-and-Material or Labor-Hours	September 2000
52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed Price Contracts)	May 2004
52.245-03	Identification of Government-Furnished Property	April 1984
52.245-09	Use And Charges	August 2005
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-02 Alt III	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate III	September 1996
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991
D1452.214-03	Amendments to Invitations for Bids - Deviation	December 1989
D1452.214-05	Submission of Bids - Deviation	July 1995
D1452.214-07	Late Submissions, Modifications, and Withdrawals of Bids	July 1995

I.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$0.00 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$0.00 dollars.

I.4 52.216-25 CONTRACT DEFINITIZATION (SEE NOTE 1.) OCTOBER 1997

(a) A Firm Fixed Price, Level-Of-Effort Service Contract with Time and Material Construction elements [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price with a time and materials construction CLIN [insert specific type of proposal; e.g., fixed-price or cost-and-fee] proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data]:

In accordance with Section L of this RFP.

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

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(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

I.5 52.217-07 OPTION FOR INCREASED QUANTITY-SEPARATELY MARCH 1989  
PRICED LINE ITEM

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 fourteen (14) business 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.6 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 within fourteen (14) business days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 5 (years).

(End of clause)

I.7 52.222-05 DAVIS-BACON ACT-SECONDARY SITE OF THE WORK. JULY 2005

(a)(1) The Offeror shall notify the Government if the Offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the Offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the Offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the Offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an Offeror's request for a wage determination for a secondary site of the work.

(End of provision)

I.8 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING DECEMBER 2004  
PAYMENT OF UNION DUES OR FEES

(a) Definition. As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

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(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
 Division of Information  
 1099 14th Street, N.W.  
 Washington, DC 20570  
 1-866-667-6572  
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

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(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

I.10 52.246-20 WARRANTY OF SERVICES MAY 2001

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor \_\_\_\_\_ [Contracting Officer shall insert the specific period of time in which notice shall be given to the contractor; e.g., "within 30 days from the date of acceptance by the Government,"; within 30 days from the date of acceptance by the government," or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either --

(1) that the Contractor shall correct or reperform any defective or nonconforming services; or

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(2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

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

J.1 APPENDIX J.1 - POE & BP CHECKPOINT LOCATIONS

See Appendix documents at end of RFP.

J.2 APPENDIX J.2 - GLOSSARY

See Appendix documents at end of RFP.

J.3 APPENDIX J.3 - INSTALLATION PROCESS REQUIREMENTS

See Appendix documents at end of RFP.

J.4 APPENDIX J.4 - PAST EXPERIENCE REFERENCE INFORMATION

See Appendix documents at end of RFP.

J.5 APPENDIX J.5 - PAST PERFORMANCE REFERENCE QUESTIONNAIRE

See Appendix documents at end of RFP.

J.6 APPENDIX J.6 - LICENSE PLATE LOCATION IDENTIFICATION CODES

See Appendix documents at end of RFP.

J.7 APPENDIX J.7 - REQUIREMENTS FOR LICENSE PLATE READER

See Appendix documents at end of RFP.

J.8 APPENDIX J.8 - SMALL BUS PLAN

See Appendix documents at end of RFP.

J.9 APPENDIX J.9 - PROJECT MANAGEMENT

See Appendix documents at end of RFP.

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ADDITIONAL INFORMATION

Federal Acquisition Regulation (FAR) 4.12 requires Offerors to submit representations and certifications electronically. Prospective contractors are required to complete, in conjunction with the Central Contractor Registration database, electronic annual representations and certifications via the BPN at: <http://orca.bpn.gov>. Vendors should also keep in mind that ORCA-completed representations and certifications are considered part of the vendor's bid or offer anytime ORCA-completed representations and certifications are used. Any one-time changes to these representations and certifications would also be considered to be part of the bid or offer. Your proposal MUST include your tax identification number (TIN) and Dun & Bradstreet number (DUNS).

K.2 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/FAR/>

Clause	Title	Date
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	September 2005
52.204-05	Women-Owned Business (Other than Small Business)	May 1999

K.3 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APRIL 1985

(a) The Offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

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(1) Is the person in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision  
\_\_\_\_\_ (insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.4 52.209-05 CERTIFICATION REGARDING DEBARMENT, DECEMBER 2001  
SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.



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(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2004

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334519 [insert NAICS code].
- (2) The small business size standard is \_\_\$500M [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The Offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
  - (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--  
 "Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.219-02 EQUAL LOW BIDS

OCTOBER 1995

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

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K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The Offeror represents that--

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984

The Offeror represents that (a)  it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUGUST 2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the Offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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- [ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
  - (B) Major group code 12 (except 1241).
  - (C) Major group codes 20 through 39.
  - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- [ ] (v) The facility is not located in the United States or its outlying areas.

**K.10 52.234-03 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM - JULY 2006  
POST AWARD IBR**

- (a) The Offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).
- (b) If the Offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the Offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.
- (1) The plan shall—
- (i) Describe the EVMS the Offeror intends to use in performance of the contracts;
  - (ii) Distinguish between the Offeror's existing management system and modifications proposed to meet the guidelines;
  - (iii) Describe the management system and its application in terms of the EVMS guidelines;
  - (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
  - (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.
- (2) The Offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
- (3) The Government will review and approve the Offeror's plan for an EVMS before contract award.
- (4) The Offeror's EVMS plan must provide milestones that indicate when the Offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.
- (c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

(End of provision)

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 ADDITIONAL INSTRUCTIONS TO OFFERORS

#### L.1 GENERAL INSTRUCTIONS

- A Standard Form 33, "Solicitation, Offer, and Award," completed and signed by the Offeror, constitutes the Offeror's acceptance of the terms and conditions of the proposed RFP. Therefore, the form must be executed by a representative of the Offeror authorized to commit the Offeror to contractual obligations.
- Offerors shall furnish the information required by this solicitation. Offerors shall sign the Standard Form 33, Block 17.
- The Government will not pay any Offeror for preparation of their proposal.
- The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
- Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C.1001.
- Wherever in this solicitation "man", "men", or their related pronouns are used and other related pronouns, (other than with reference to specific persons) as words or as parts of words, they have been used for literary purposes and are meant in their generic sense to include both males and females.
- The authorized negotiator or the signatory of the SF-33 will be notified of the date and time of the oral presentations. Offerors shall provide the name of the individual, the position title, telephone number, facsimile (FAX) number, and electronic mail address of that individual.
- All Contractor personnel working on the proposal to this solicitation must be United States citizens.
- The Government may use contractors as advisors to the technical evaluation board. Contractor representatives will be required to sign Non-disclosure/Conflict of Interest Agreements.
- Your proposal shall become the property of the Government and will not be returned. If your proposal contains information that you do not wish disclosed to the public or used by the Government for any purpose other than evaluation of your proposal, such restrictions shall be clearly indicated on each sheet containing such information.
- Prior to submission of proposals, Offerors are expected to reach an understanding of the requirements of this solicitation. If such a review establishes the need for correction or clarification, such information should immediately be brought to the attention of the contracting officer so that the matter can be resolved and, if necessary, official dissemination of such information can be made to all Offerors.
- The Government reserves the right to request such additional information as may be necessary to determine the Offerors qualifications for award of a contract or to clarify any aspects of the Technical and/or Cost/Price Proposals. Such information shall be furnished promptly upon the Government's request.
- The complete RFP solicitation package in PDF format will be posted to FBO. Electronic versions of certain appendixes that the Government believes Offerors need will be posted to <http://www.govworks.gov/Solic/openmarket.asp> under the solicitation number "RFP-1406-04-07-RP-66155." Any amendments to this solicitation will also be posted at both web locations; it is the Offeror's responsibility to periodically check these locations for additional information.

#### L.2 FORMAL COMMUNICATION - REQUEST FOR CLARIFICATION(S) OR QUESTIONS RELATED TO THIS RFP

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All requests for RFP clarification are due by 2:00 PM Eastern Standard Time, April 16, 2007. All clarification requests must be submitted in writing to the following email address (b) (6). The Government anticipates releasing answers to all questions the following week.

Requests transmitted via FAX or physical mail will not be accepted.

Should any request for clarification be received after the date stated above, the Government reserves the right not to provide an answer. If, however, in the Government's opinion, the request for clarification cites an issue of significant importance, the Government may provide written responses to all Offerors.

Any information given to a potential Offeror concerning this solicitation will be furnished promptly to other potential Offerors as an amendment to the solicitation, if that information is necessary in submitting offers, or if lack of it would be prejudicial to other potential Offerors.

### L.3 SUBMISSION OF OFFERS

GovWorks will conduct this acquisition using a three-tier evaluation phase system for submissions in accordance with FAR 15.202. Offerors interested in competing for this effort must participate by submitting a proposal in accordance with the following procedures.

The First Phase under this acquisition is the submission of the technical and price proposals. The technical proposal must be a separate volume from the price proposal. Both volumes must be submitted as an electronic copy in Microsoft Word, in accordance with the section entitled "Submission of Technical and Price Proposals" below.

The Second Phase under this acquisition will be an oral presentation. After receipt of the proposals, a list of those deemed to be the best qualified to perform the work will be established and the qualifiers will be notified and provided any additional instructions for the Second Phase. The Government will establish each Offeror's presentation time and date by lottery and inform each Offeror by telephone or e-mail by contacting the signatory of the SF-33. Presentation date and time may not be changed. The Government reserves the right to reschedule any Offerors presentation at its sole discretion. The Government anticipates notification of oral presentation invitations by May 29, 2007, with actual presentations anticipated to begin the following week. Offerors will be notified of the exact place, day, and time of their presentation after the closing date of the RFP.

The Third Phase under this acquisition is a live demonstration. After Oral Presentations, the technical evaluation team will travel to those Offerors site's whom are deemed the best qualified to view a solution demonstration, please note demonstrations must be performed in the continental 48 states or District of Columbia. The Government anticipates this will occur the week of June 11, 2007. Complete instructions regarding the solution demonstration are given below.

Please note, those Offerors who are not deemed the best qualified will be notified prior to the beginning of the second and third phases, respectively, that their proposal was not deemed the best qualified.

### L.4 SUBMISSION OF PROPOSALS:

The due date for responses to this RFP, both Technical and Price volumes, as separate volumes, shall be sent via e-mail to (b) (6) before 10:00 AM Eastern Standard Time, May 14, 2007. Please be advised that it is the responsibility of the Offeror to ensure receipt of the electronic submission by the due date identified herein. Please note, GovWorks electronic mail will not accept any submission over 3 megabytes. Any submission over that limit should be broken into multiple e-mails (if this is necessary please number each e-mail 1 of 2, 2 of 2, etc.).

To assist Offerors with what the Government feels are numerous requirements, as well as aid itself in evaluating proposals, the Government has created Appendix J.7, "Requirements for License Plate Reader (LPR) Systems." Offerors are instructed to complete this table and return it with the technical proposal. Note that this table is not included in the page limit of the technical proposal.

While the Government will ensure that all oral presentations are equal in respect to time limit and venue the same can not be ensured regarding the solution demonstration. Therefore, for information purposes only, the Government requires that Offeror's submit along with their technical and price proposal a third volume entitled "solution demonstration," in accordance with the requirements specified in Section L.8, outlining the key differences in the proposed LPR system types, location of demonstration, range of vehicles intended to be used, and any limitations imposed by the demonstration location. This information is for informational purposes only and will not be used for evaluation of proposals. Note that the Government reserves the right to require a solution demonstration of (a) system(s) other than what is proposed in this volume from those Offerors the Government visits.

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L.4.1 Submission of Technical Proposal

- Offerors shall provide a Technical Proposal that addresses the evaluation factors as described in "Section M" of this solicitation. The technical submission may address any other topics considered to be pertinent to a demonstration of the knowledge, competence, and capability to perform this effort.

- Technical Approach

- " Discussion of the Offeror's technical approach to system operations, management, development, enhancement and integration.
- " Description and discussion regarding your understanding of the background and objectives regarding the operation and maintenance of the LPR Systems;
- " Discussion of proposed methods and techniques for completing each task as well as the scope and degree of difficulty;
- " Discussion which supports how each task will be evaluated for full performance and acceptability of work from the Offerors viewpoint;
- " Discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution; and
- " Discussion on major logistical considerations.

- Project Management Plan (PMP)

The PMP should identify your plans and procedures for operating and maintaining the LPR Systems; your criteria for quality assurance and for ensuring the acceptability of the end products. The PMP shall be simple, easy to read, and shall clearly and concisely describe project responsibilities and personnel, any proposed subcontracting arrangements, communication and coordination, scheduling of all tasks and subtasks, meetings, and deliverables. In addition, the PMP should include resumes for all key personnel and a description of current personnel resources, which addresses their capabilities and experience relating to the attached Statement of Work (SOW).

- Past Experience and Performance.

Offerors shall provide three references of same and/or similar efforts performed by your organization for the last three years by completing Section J.5 "Past Experience Reference Information Form." Offerors are additionally hereby directed to distribute Section J.6 "Past/Present Performance Reference Questionnaire" to the three references and instruct said references to return this attachment directly to the CO, note the Government will not accept any questionnaires submitted directly from the Offeror. The Contractor should ensure that all of the points of contact are aware that they may be contacted. Specifically, to be considered "of same and/or similar efforts" the past performance references must demonstrate experience in the following areas:

- " Experience installing mission critical systems in an environment similar to the DHS/CBP
- " Experience providing complex software development
- " Experience managing a large and geographically diverse infrastructure
- " Experience in the POE environment
- " Experience with LPR systems
- " Team work and cooperation
- " Identification of personnel that worked on the project that will support the LPR project.

- Key Personnel Experience and Staffing Plan.

The Contractor shall submit qualification statements and resumes for each proposed position. Your proposal must demonstrate that both your organization and proposed key personnel can successfully complete this project. The qualification statements and resume shall be sufficient in detail in order to demonstrate each person's experience and capability to perform the requirements set forth in the SOW. Qualification statements and resumes must contain work history covering at least three years; describe experience related to similar work, and list relevant education, training, certifications and professional organizational memberships and activities of the proposed key personnel.

- Subcontracting Plan (SP).

Offerors who are a large business must submit a Small Business Subcontracting Plan following the guidelines FAR 52.219-9, Small Business Subcontracting Plan (JULY 2005). (See Appendix J.8)

- " GovWorks supports and implements Federal minority and small business procurement policies to the maximum extent possible. Offerors are urged to submit an aggressive plan for subcontracting with small, small disadvantage, HubZone and women-owned business.

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" The sample format for SPs is provided in Section J as an attachment. Offerors other than small businesses and non-profit organizations are required to submit their SPs for all requirements that will exceed \$500,000. The SP should address the following: subcontracting goals, distribution of subcontracted awards/amount/percentage; discussion of efforts to provide assistance to small disadvantaged business; and methods used to develop goals, indirect and overhead costs. Provide the name of the SP corporate s/sdb/wo/business coordinator. Provide a summary of what items or services you will be subcontracting out. This plan should be submitted as part of the business proposal. The SP is subject for review and evaluation and the CO must accept and approve the plan.

- " For additional information and requirements of the SP see the Federal Acquisition Regulation (FAR) clause 52.219-9 entitled
- " Small Business Subcontracting Plan" and FAR 19.704 entitled "Subcontracting Plan Requirements."
- " Failure to submit and negotiate an acceptable SP shall make the Offeror ineligible for award of the contract.

Please note that the technical submission shall include details regarding the Offeror's proposed EVM system.

**L.4.2 Submission of Price Proposal**

- Your cost portion shall be a separate volume from the written technical portion. The Contractor shall propose a pricing structure in accordance with their proposed technical solution and in accordance with Section B of this RFP. Your cost portion must clearly identify your basis of estimate for the base year and each option year and a summary to include the total proposed (base plus option years) for this effort. Also, your cost submission must identify any/all labor categories that may be utilized.
- The Offeror shall complete blocks 13, 15, 16, and 18 of page one of the SF33, and sign block 17 to show that the Offeror has read and agreed to comply with all the conditions and instructions provided in the RFP.
- Offerors shall provide proof that their company/organization accounting system has been approved in accordance with the FAR Part 31, and the supporting documentation to substantiate this claim.
- Offerors may submit an addendum to the SF33 outlining any additional (SUB)CLINS that the Offeror feels the Government overlooked or may be needed to complete its proposed solution.

For pricing purposes a complete LPR system installation shall encompass all necessary hardware, software, installation, interface, startup/testing/acceptance, system/component integration, documentation, training and warranty coverage as addressed in this SOW, on each applicable installation. The installation process for each type may vary, however, the system requirements are the same.

For pricing purposes, a BP Temporary LPR System/Mobile shall include initial installation and training to include assembly/disassembly.

**L.4.2.1 Hardware Unit Cost**

For pricing and evaluation purposes, the Government will require a per lane price for each CLIN. Following award, in the event an updated price determination identifies rates in which the current contract rates would be determined non-compliant, the Offeror shall be afforded an opportunity to submit a proposed adjustment via an economic price adjustment. A formal modification shall be issued upon mutual agreement.

**L.4.2.2 Travel**

For pricing and evaluation purposes, the Government will require a single price for travel, based on the Offeror's proposed solution, to each LPR system installation location; see attachment J.1 for a comprehensive list. Following contract award a formal modification(s) will be issued when a specific installation has been identified which shall include actual travel cost to said installation. Travel pricing shall be allowable, allocable, and reasonable at time of travel IAW JTR and FAR 31.205-46. The Offerors shall propose for each location listed in Appendix J.1 individually. The Government reserves the right to issue a contract and subsequent modifications to authorize commencement of performance for each location individually, for a combination of locations, or for all the locations identified.

**L.4.3 Technical Format**

Documentation submitted may use any font, but pitch size must be 12, single spaced, single sided, 8.5x11 paper. Any pages larger than 8.5x11 will be considered 2 pages.  
 Technical Proposal - 35 Pages;  
 Project Management Plan - 10 Pages, excluding resumes;



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Transition-In/out Plans - 5 Pages;

Any pages in excess of those identified above, exclusive of resumes, will not be evaluated. The technical submission may address any other topics considered to be pertinent to a demonstration of the knowledge, competence, and capability to perform this effort.

#### L.5 Oral Presentation

Each invited Offeror shall make an oral presentation and participate in a Question and Answer (Q&A) session conducted by the Government's representatives. The CO will attend the oral presentation and Q&A session. The technical evaluation team will also attend. The purpose of the oral presentation is to assess the Offerors knowledge and understanding of the program and its objectives, and to assess the Offerors capability to satisfy the requirements set forth in the proposal. The Offeror shall make an oral presentation containing the information cited in the paragraphs following.

The Q&A session may include both general questions and individual questions. The Government will direct general questions to the Offeror as a group. The Government may derive general questions from the written proposals, past performance references, oral presentations and slides, or from other sources.

The Government will direct individual questions to individual key personnel. Each key person must respond without conferring with other Offeror representatives. The primary purpose of the individual questions is to confirm the expertise of proposed key personnel. Individual questions may either be open-ended, such as asking to relate some experience that illustrates DHS/CBP, LPR, or information technology expertise, or specific, such as asking a factual question about an IT software product.

##### L.5.1 Oral Presentation Constraints

Only the Offeror's key project personnel will be allowed to participate in the oral presentation. Key project personnel include only those persons who will be assigned to this effort. To the greatest extent possible, all key personnel shall participate in the presentation.

Two additional people (i.e. chief executive officer, company president, legal representative, etc.) may attend, but will not be allowed to present at the oral presentation except in a brief company introduction that will not be evaluated. It is anticipated that the key project personnel will answer the majority of the questions posed during the Q&A discussion session. The two additional representatives may address any appropriate questions that arise during the discussion.

The time allowed for each Offeror's presentation may not exceed one hour in length. Upon completion of the presentation, the evaluation panel may request clarification of any of the points addressed which are unclear or elaboration on any point which was not adequately supported in the presentation. Requests for clarification must be answered by the Contractor's proposed key personnel. The Government will then caucus for up to one hour to discuss the Offeror's presentation and to formulate questions. The Government will ask these questions to the Offeror directly after the caucus during the Q&A discussion session. The Q&A discussion session will last approximately one hour.

To ensure no competitive advantage is gained through oral presentation scheduling, all hard copies of the presentation materials for all presenters will be due to the CO on the day of first oral presentation. Offerors shall provide five (5) appropriately bound hard copies and one electronic copy (e.g., CD or email) of the presentation materials (including slides, transparencies, etc.). The hard copy and an electronic copy of the presentation materials will be incorporated into and become a part of the contract. The Government will consider these submitted slides to be final. If changes to the slides are made between submission and the actual oral presentation, the Offeror must request permission in advance from the CO to use the revised or additional slides during the oral presentation. Only those slides submitted prior to the oral presentation or those accepted by the CO will be considered in the technical evaluation.

##### L.5.2 Oral Presentation Media

Presentation media are limited to Power Point presentation media. Except for the screen and laptop compatible projector provided in the conference room, the Government will provide no equipment. The Offeror shall be responsible for any equipment necessary for the presentation. All presentation media will remain the property of the Government. There is no limit to the number of slides that can be presented during the oral presentation, but only those slides presented will be considered for evaluation. Any additional slides over and above those presented will not be evaluated as part of the source selection. No other media may be used. Presentation media are limited to computer based graphics of the Offerors choice or normal viewgraph slides displayed using an appropriate projector. Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered in the lower right corner. Transition effects shall not be used. The slides shall not contain any fonts smaller than a proportionally spaced font (such as

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Times New Roman) of at least 12 points for text. Graphics must be readable by Government personnel from across the Government-specified conference room when displayed for the oral presentation.

### L.5.3 Recording Oral Presentation

The Offeror may not record any of the oral presentation process. The Government may do so at its discretion.

### L.5.4 Oral Presentation Topics

The Government does not expect the Offeror to provide a detailed presentation of those items already submitted in its technical proposal. Instead, during the oral presentations, proposed key personnel shall expound on the previously provided information as well as discuss new information provided for the topics below.

Topic 1: Key Personnel Experience and Staffing Plan

Topic 2: Technical Approach

Topic 3: Management Approach

Topic 4: Past Performance

Topic 5: Transition Plan

#### L.5.4.1 Topic 1: Key Personnel Experience and Staffing Plan

During the oral presentation, the Offeror shall identify their key personnel and demonstrate the ability of the project team to satisfy the requirements of this RFP. Both key personnel and non-key personnel constitute a team. It is the quality of this team that will be evaluated based on their experience and skill deemed by the Government to be necessary to minimize risk and successfully complete the requirements of the RFP. The Offeror should discuss the following specific elements:

- " The Offerors rationale for selection of all key personnel. Describe the role of each key person in the proposal, how each key person shall be involved in each task/subtask, and how their qualifications prepare them for the key position for which they are proposed.
- " The Offerors rationale for their estimated hours and labor mix of the key and non-key personnel and their expected work location.

The Key Personnel Experience and Staff Plan oral presentation should be consistent with and may amplify on the technical proposal. The oral presentation and written proposal, taken together, should support evaluation of the project team's qualifications with respect to both mandatory and desirable criteria.

#### L.5.4.2 Topic 2: Technical Approach

The Contractor shall describe the methodology to be used in fulfilling the technical requirements identified in the RFP. The request for License Plate Readers is not a development effort. The Offeror must present a solution which has completed development and is commercially available.

The technical approach should clearly describe the following specific elements:

- " The Offerors technical approach to LPR installation and implementation operations
- " The Offerors technical approach to LPR system management
- " The Offerors technical approach to LPR system development, enhancement, and integration with respect to ongoing and future DHS/CBP development
- " The Offerors technical approach to system enhancement and integration with respect to COTS software, hardware, and network infrastructure
- " The Offerors corporate knowledge and support of CMM, ISO 9000:2000, MIL-STD-498, EIA 748, and the other standards called out in the solicitation
- " The Offerors knowledge of the current and future DHS/CBP environment
- " The Offerors technical approach to LPR tasks and objectives. The discussion should identify the technical solution including the services, resources, milestones, deliverables, and tool use.
- " The Offeror shall discuss the complexity of LPR installation, implementation, and on-going operations and what role the Government will play in each area. In addition, the Contractor should address dependency among the Contractor's proposed tasks, i.e., can they be performed or not performed without affecting other tasks.
- " The Offerors approach to providing flexible support based on the changing DHS/CBP environment.
- " The Offerors process for reporting service outages and remediation

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" The Offerors description of the processes, procedures, and best practices that will be employed to fulfill the requirements for LPR installation, implementation, and on-going operations.

#### L.5.4.3 Topic 3: Management Approach

The Offeror should identify the management approach, techniques, and tools that the Offeror will use to accomplish the requirements identified in this RFP. The Offeror should tailor the management approach to achieve the ultimate goal of successfully managing LPR installation, implementation, and on-going operations for DHS/CBP as identified in the RFP.

The management approach should describe the following elements:

- " The Offerors management approach to system operations
- " The Offerors management approach to system management
- " The Offerors management approach to system development, enhancement, and integration
- " The Offerors approach to program management, project status and cost and schedule reporting (including EVM requirements), program metrics, and corrective actions
- " The Offerors approach/methodology for risk management during the contract from both a technical and management perspective
- " The Offerors management methods for handling lines of authority and communication, organizational structure, and problem resolution
- " The Offerors approach for complying with Section 508 and conducting research to ensure that products and services comply with 36 CFR Part 1194 - Section 508 of the Rehabilitation Act (29 U.S.C. 794d).
- " The Offerors approach/ability to react to international mission needs and the dynamics of a rapidly changing world and mission environment
- " The Offerors methodology for making corporate technical knowledge available to the members of this team.
- " The Offerors methodology for maintaining the technical expertise of personnel
- " The Offeror must describe how they will recruit, train and retain qualified personnel.
- " The Offerors validated process and procedures that ensure high quality performance, e.g., ISO 9000 type or other quality certifications, Software Engineering Institute CMM Level 3 or higher, and generally accepted project management approaches.
- " The Offerors approach/process for problem escalation.
- " The Offerors approach to providing active and continuing participation and involvement of senior corporate executives in ensuring the success of the DHS/CBP LPR project.

#### L.5.4.4 Topic 4: Past Performance

The Offeror shall describe the following specific elements concerning these references:

- How the references are applicable to the Government's requirements and the Offerors proposed solution, to include the type of work, proposed task areas, size and scope of work, currency, contract type, and use of metrics
- How the references demonstrate the Offerors superior capabilities with respect to the technical, management, and other requirements of this RFP
- How the references demonstrate the Offerors quality, innovativeness, and cost effectiveness of the work performed

Past performance references for support of systems with agency mission impacts and stringent reliability requirements are advantageous.

The Past Performance oral presentation should be consistent with and may amplify on the written presentation.

#### L.5.4.5 Topic 5: Transition Plan

Offeror shall provide a plan that describes their approach to transition the LPR system support, including daily operations.

The Offerors plan shall include:

- " A description of the transition from the incumbent contract to this one (if necessary)
- " Initial transition schedule, milestones, and deliverables
- " Planned personnel during the initial transition
- " Methods for managing risk (e.g., security, data, knowledge transfer, disaster recovery, incumbent personnel, transfer of assets) and insuring reliable LPR operations during the initial transition

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" How current institutional knowledge will be retained during and after the transition

The Offeror shall also present:

- " The Offerors approach for the final transition from this contract to any future contractual actions
- " The Offerors approach to managing risk and insuring reliable LPR operations during the final transition period

The Offeror shall describe their willingness to cooperate with other DHS/CBP contractors and staff, share information, openly discuss issues and concerns, and work towards the common resolution of issues and problems and accomplishment of DHS/CBP missions.

L.6 Solution Demonstration

Expectations of the demonstration are that each Offeror will show their full range of LPR system types and methods of communication i.e., hard-wired and wireless. Offerors will explain the key advantages of their system in the capacity that it is deployed. Offerors will demonstrate their systems capability by accurately reading up to fifty (50) front and rear government provided license plates. The vehicles used must be a mix of passenger and commercial vehicles including a tractor-trailer combination and a motorcycle. Offerors will demonstrate their LPR system type's abilities in both day and night conditions. Offerors are expected to demonstrate their systems in the following situations.

- " While the vehicle is motionless
- " While the vehicle is traveling between 2 to 10 mph
- " While the vehicle is traveling between 10 to (b) (7)(E)

Additional demonstrations are expected of specific LPR system types. Mobile system demonstrations must include the steps required to set up and take down the equipment and the method of transport needed to relocate. If the LPR system is vehicle borne, the mounting methods and steps required to install mounting hardware will be shown. Any special requirements for using a hand held device must also be shown.

Note that the Government does not expect the Offeror to undertake significant construction to completely install its proposed LPR system(s) for this demonstration.

L.7 Assumptions, Conditions, and/or Exceptions

Offeror shall identify and document all (if any) assumptions, conditions, and/or exceptions on which the Technical Part is based as part of the Oral Technical Presentation. Written assumptions, conditions, and/or exceptions (if any) shall be provided in Part I - Cost Proposal, and Part III - Oral Technical Proposal. The assumptions, conditions, and/or exceptions will not be assigned an adjectival rating however; they will be reviewed in the context of any risk imposed upon the project. The Government reserves the right to reject any or all assumptions or conditions/exceptions that alter the Government's requirements; schedule; start of performance; or other contractual requirements.

L.8 Non-Selection of Acceptable Proposals

Proposals offering less than 90 calendar days for acceptance of their proposals by the government may be rejected. The time shall be calculated from the date designated for the receipt of offers.

L.9 Freedom of Information Act and Congressional Requests

Offerors are apprised that information furnished under this solicitation may not be subject to disclosure under the Freedom of Information Act (FOIA), under Section 821 of P.L. No. 104-201 (1997).

Offerors should nevertheless be aware that proposals may be accessed through Congressional request, and are advised to mark all items that are confidential to the business or contain trade secrets; proprietary or personal information must be clearly marked. Marking of items will not necessarily preclude mandatory disclosure.

L.10 Incurring Costs

The Contracting Officer is the only person who can legally obligate the government for the expenditure of public funds. Costs shall not be incurred by recipients of the solicitation document in anticipation of receiving direct reimbursement from the Government; the Government will not reimburse for proposal preparation.

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This solicitation and resulting contract shall not cover charges for any items which are not specifically provided for by this solicitation. Offerors are cautioned that if they provide services/supplies not specifically covered during the performance of the contract, regardless of who requested them (including the COTR), payment will not be made for them under this contract. Again, the only person authorized to create financial obligations on behalf of the Government is the CO.

L.2 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/FAR/>

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003
52.214-04	False Statement in Bids	April 1984
52.214-06	Explanation To Prospective Bidders	April 1984
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	April 1984
52.237-01	Site Visit	April 1984

L.3 52.207-02 NOTICE OF STREAMLINED COMPETITION MAY 2006

- (a) This solicitation is part of a streamlined competition under Office of Management and Budget Circular No. A-76 (Revised), Performance of Commercial Activities, dated May 29, 2003 (hereafter "the Circular"), to determine whether to accomplish the specified work under contract or by Government performance.
- (b) The Government will evaluate the cost of private sector and Agency or public reimbursable performance, as provided in this solicitation and the Circular.
- (c) A performance decision resulting from this streamlined competition will be publicly announced in accordance with the Circular. If the performance decision favors private sector performance, the Contracting Officer shall either award a contract or issue a competitive solicitation for private sector offers. If the performance decision favors Agency or public reimbursable performance, the Agency shall establish, respectively, either a letter of obligation or a fee-for-service agreement, as those terms are defined in the Circular.

(End of provision)

L.4 52.216-01 TYPE OF CONTRACT APRIL 1984

The Government contemplates award of a Firm Fixed Price, Level-Of-Effort Service Contract with Time and Material Construction elements resulting from this solicitation.

L.5 52.233-02 SERVICE OF PROTEST SEPTEMBER 2006

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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from (b) (6) [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer. ]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 52.236-27 SITE VISIT (CONSTRUCTION)

FEBRUARY 1995

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: (b) (6)

Address: 7400 Fullerton Rd.

Telephone: Phone: (b) (6)

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**SECTION M -- EVALUATION FACTORS FOR AWARD**

**M.1 INSTRUCTIONS**

**M.1 METHOD OF AWARD**

The Government anticipates awarding a single contract to the Offeror whose proposal is the most advantageous to the Government, price and other factors considered. Proposals shall be prepared in accordance with and comply with the instructions in Section L. The Government will evaluate technical proposals based on the factors in Section M.3. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable cost. Technical merit is more important than cost. However, between proposals that are evaluated as technically equal in quality, cost will become a major consideration in selecting the successful Offeror. The Government may award to other than the lowest priced technically acceptable proposal.

The Government reserves the right not to make an award as a result of this competition, if in the opinion of the Government none of the submissions would provide satisfactory performance at a cost that is considered fair and reasonable and/or economically feasible.

**M.2 PRICE PROPOSAL EVALUATION**

The Contracting Officer will evaluate the Offeror's cost proposals to determine cost realism and reasonableness. Costs that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable, and may receive no further consideration.

**M.3 TECHNICAL EVALUATION CRITERIA**

The Government will evaluate technical proposals based on the factors shown below utilizing a weighted scale in order to determine which Offeror is considered to be the best overall value:

- " Factor 1 - Key Personnel Experience and Staffing Plan (25%)
- " Factor 2 - Technical Approach (25%)
- " Factor 3 - Management Approach (25%)
- " Factor 4 - Past Experience and Performance (15%)
- " Factor 5 - Transition Plan (10%)
- " Factor 6 - Cost

Note that the Government will utilize this same weighted scale to determine which Offerors are deemed to be the most technically superior and qualified during the three tier evaluation process.

**M.3.1 TECHNICAL EVALUATION SCORING**

Responses to the CBP SOW for LPRs will be evaluated based on the factors above. The weight for each factor as it contributes to overall score is given as a percentage as listed in parentheses following each factor above respectively.

In evaluating responses to the SOW, the Government may use data obtained from other sources as well as data provided by the Offeror in its proposal. However, the burden of providing thorough, accurate and complete information rests with the Offeror.

**M.3.2 Key Personnel Experience and Staffing Plan**

The Government will evaluate each Offeror on the experience of the proposed key and non-key personnel and the ability of the project team to satisfy the requirements of this RFP based on the Offeror's responses to the proposal under the following:

- " Demonstration of the Offeror's proposal with respect to the quality, currency, appropriateness and depth of experience, qualifications and responses of the proposed key personnel and the Offeror's team to minimize risk and successfully complete the requirements of this FRP.

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- " Demonstration of the Offeror's rationale for selection of all key personnel, the role of each key person in the RFP, how each key person shall be involved in each task, and how their qualifications, including education and experience, prepare them for the key position for which they are proposed.
- " Demonstration of the Offeror's rationale for their estimated hours and labor mix of the key and non-key personnel and their expected work location
- " Demonstrated experience of project manager in managing projects of this size, scope, complexity, sensitivity, and time-sensitive assignments.

### M.3.3 Technical Approach

The Government will evaluate the Offeror's methodology to be used in fulfilling the technical requirements identified in the FRP and the Offeror's level of understanding of the environment in terms of the topics identified under the following:

- " Demonstration of the Offeror's technical approach to system operations, management, development, enhancement and integration.
- " Demonstration and discussion regarding your understanding of the background and objectives regarding the operation and maintenance of the LPR Systems;
- " Demonstration of proposed methods and techniques for completing each task as well as the scope and degree of difficulty;
- " Demonstration which supports how each task will be evaluated for full performance and acceptability of work from the Offerors viewpoint;
- " Demonstration of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution; and
- " Demonstration of major logistical considerations.
- " Demonstration of the Offeror's corporate knowledge and support of CMM, ISO 9000:2000, MIL-STD-498, EIA 748, and the other standards called out in the solicitation. The Government will evaluate the Offeror's knowledge of the current DHS/CBP LPR environment. The Government will evaluate the Offeror's technical approach to the DHS/CBP LPR tasks and objectives, and the technical solution including hardware/software, services, resources, milestones, deliverables, and tool use.
- " Description of proposed Post-Warranty Maintenance Plan including but not limited to the warranty length and limitations.

### M.3.4 Management Approach

The Government will evaluate each Offeror's management approach, techniques, and tools to be used to accomplish the requirements identified in this RFP with minimal risk and yet with innovative and cost effective ideas under the following:

- " Demonstration of the Offeror's management approach to system operations, management, development, enhancement, and integration.
- " Demonstration of the Offeror's approach to program management, project status and cost and schedule reporting (including EVM requirements), program metrics and corrective actions and each Offeror's approach/ methodology for risk management during the contract from both a technical and management perspective.
- " Demonstration of the Offeror's management methods for handling lines of authority and communication, organizational structure, and problem resolution.
- " Demonstration of the Offeror's quality of cooperation (with each other) of key individuals within your organization, quality of cooperation between your organization and its clients, the quality of cooperation among other contractors working on the same project, and quality of cooperation with working with external constituencies outside the government.
- " Demonstration of the Offeror's organization's experience and ability to provide analytical support when required by a specific task.
- " Demonstration of the Offeror's appropriate mix and balance of skills, education and training relevant to this project.
- " Demonstration of the adequacy of the proposed EVMS plan.
- " Demonstration of the EVMS systems ability to achieve the objectives of the scope of work.

### M.3.5 Past Experience and Performance

The Government will evaluate each Offeror on:

- " Demonstration of the degree of the Offeror's quality, applicability, significance and comparability of past projects to the current project, including number, complexity, and size. Subcontracts and partners will be considered.
- " Demonstration of how the Offeror's references demonstrate the Offeror's capabilities with respect to the technical, management, and other requirements of this RFP.
- " Demonstration of the Offeror's innovativeness and cost effectiveness of the work previously performed.
- " Demonstration of the Offeror's ability to timely complete projects, adhere to schedules and budgets, effectiveness of cost controls, and quality of products delivered;



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### M.3.6 Transition Plan

The Government will evaluate each Offeror's initial transition plan with respect to schedule, milestones, deliverables, personnel, and costs under the following:

- " Demonstration of the Offeror's methods for managing risk (e.g., security, data, knowledge transfer, disaster recovery, incumbent personnel, and transfer of assets), insuring reliable LPR operations during the initial transition, if needed, and how current institutional knowledge will be retained during and after the transition.
- " Demonstration of the Offeror's approach to the final transition from this contract to any follow-on contract, including the approach to managing risk and insuring reliable LPR operations during the final transition period.
- " Demonstration of the Offeror's willingness to cooperate with other DHS/CBP contractors and staff, share information, openly discuss issues and concerns, and work towards the common resolution of issues and problems and accomplishment of DHS/CBP missions.
- " Demonstration of how well the transition plan minimizes the risk of disruption to LPR operations, promotes long term competition, and minimizes the cost impact in the short term and over the life of the Contract.

### M.3.7 Cost

The cost proposal will be evaluated separately from the technical proposal. Evaluators will consider whether the costs adequately reflect an understanding of the project.

Offerors are placed on notice that any proposals which are unrealistic in terms of technical approach or unrealistically low in cost(s) and/or price may be deemed reflective of an inherent lack of technical competency or indicative of failure to comprehend the complexity of the contract requirement and may be grounds for the rejection of the proposal.

The Offeror is expected to propose a reasonable cost/price. An evaluation of each Offerors cost/price proposal will be made to determine if it is reasonable for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the technical proposal.

Each proposal will be assessed to identify potential risk. Cost/price risk refers to any aspect of an Offerors proposal which could have significant negative cost consequences for the Government. Where risk is assessed it may be described in qualitative terms or used as a best-value discriminator.

The cost/price assessment will be based on a comparison to similar categories and rates commonly found within the commercial market within industry standards, and GSA Federal Supply Schedules for similar work being performed.

Award will be made to that responsible Offeror whose proposal contains the combination of responses to Factors 1 - 6 offering the best overall value to the Government. All evaluation factors listed above are together more important than cost/price. For this solicitation, the quality of the responses to these factors is more important than cost/price.

However, if the technical features of the responses are determined to be essentially equivalent, the cost/price may become the determining factor for award. The determination that technical solutions are technically equivalent is at the discretion of the source selection official.

## M.4 COMMUNICATIONS/DISCUSSIONS

The Government reserves the right to award without discussions, so it is in your best interest to include your most favorable terms in your initial submission. However, the Government reserves the right to conduct discussions and to permit Offerors to revise their submissions.

As stated above the Government reserves the right to make an award without discussions, except for clarifications as described herein. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of these requirements, the Government may make an award, without discussions, to another Offeror that did not take exception to the terms and conditions, if such Offeror is determined to be the best overall value for this effort.

Clarifications are limited exchanges with Offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, Offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance

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of an Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

M.2 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/FAR/>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.217-05	Evaluation Of Options	July 1990