

**H.24 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)**

U.S. Customs and Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation. When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

**H.25 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (MAR 2003)**

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs and Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The Contractor will ensure that its personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]  
 [Position or Professional Title]  
 [Company Name]  
 Supporting the XXX Division/Office...  
 Bureau of Customs and Border Protection  
 [Phone]  
 [FAX]  
 [Other contact information as desired]

[End of Clause]

**H.26 MEETINGS/CONFERENCES**

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract or task orders. All costs associated with attendance at pre-award meetings/conferences shall be incidental to the contract and not separately billed.

[End of Clause]

**H.27 POST AWARD CONFERENCE**

A post-award conference may be held within ten (10) business days after contract award. If held, the Contractor shall participate in this conference. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and to identify and resolve potential problems (see FAR Subpart 42.5).

[End of Clause]

**H.28 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (DEVIATION)**

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Direct Subcontract Award" means a subcontract award that is identified with the performance of one or more specific Government contracts.

"Indirect Subcontract Award" means a subcontract award which, because of incurrence for common or joint purposes, is not identified with one or more specific Government contracts. Such subcontract awards are related to Government contract performance but remain for allocation after direct subcontract awards have been determined and identified to specific Government contracts.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The

subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of --
  - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns;
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database's (CCR's) Dynamic Small Business Search function, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR's Dynamic Small Business Search function, as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, Service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR's Dynamic Small Business Search function as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;

- (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit the Individual Subcontract Report, and/or the Summary Subcontract Report, in accordance with paragraph (j) of this clause, using the web-based Electronic Subcontracting Reporting System (eSRS, at <http://www.esrs.gov>). The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions in eSRS as supplemented by agency regulations.
  - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary subcontract Report using eSRS.
  - (v) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number and to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with its reports; and
  - (vi) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (d)(9) above, at every tier, provide the prime contract number, the order number, if applicable, and its own DUNS number to all of its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., CCR's Dynamic Small Business Search function), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
    - (A) Whether small business concerns were solicited and, if not, why not;

- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
    - (A) Trade associations;
    - (B) Business development organizations;
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
    - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through --
    - (A) Workshops, seminars, training, etc.; and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

- (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with –
- (1) The clause of this contract entitled "Utilization of Small Business Concerns;" or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report as described below using the web-based eSRS (<http://www.esrs.gov>). Neither report is required from small businesses.

These reports collect subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone SB), Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business concerns under a subcontracting plan. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in these reports. Subcontract award data reported on these forms by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors:

- (1) Individual Subcontract Report. This report is not required for commercial subcontracting plans, except as noted below. The report is required for each contract containing a subcontracting plan and must be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer if no ACO is assigned, semi-annually during contract performance for the periods ended March 31 and September 30. A separate report is also required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the inception of the previous report. The authority to accept or reject the Individual Subcontract Report resides with:
  - (A) In the case of the prime contractor, it resides with the Government agency responsible for administering the prime contract; and
  - (B) In the case of a subcontractor with a subcontracting plan under the flow-down requirements in subparagraph (d)(9) above, it resides with the prime contractor or higher-tier subcontractor that awarded the subcontract.
- (2) Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted annually using eSRS for the twelve months ending September 30th, except for contracts covered by an approved commercial plan. If the reporting activity is covered by a commercial plan, the reporting activity must report annually using eSRS all subcontract awards under that plan. Reports for other than commercial plans are due 30 days after the close of each reporting period. Commercial plan reports are due 30 days after the end of the contractor's fiscal year for all Government contracts in effect during that period:

- (A) The report must be submitted on a corporate, company or subdivision (e.g. plant or division operating on a separate profit center basis), unless otherwise directed by the agency awarding the contract. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted via eSRS to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan;
  - (B) The annual report submitted by organizations having an approved commercial plan shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial plans, if any;
  - (C) The authority to accept or reject Summary Subcontract Reports in eSRS, including Summary Subcontract Reports submitted by subcontractors with subcontracting plans under the flow-down requirements in subparagraph (d)(9) above, resides with the Government agency awarding the prime contract; however, the authority to accept or reject Summary Subcontract Reports for commercial plans resides with the Contracting Officer who approved the commercial plan; and
  - (D) The contractor shall maintain a hard copy of the Summary Subcontract Report signed by its Chief Executive Officer on file for four (4) years from the ending date of the reporting period.
- (3) Contractors with approved commercial plans who wish to take advantage of eSRS' lower-tier reporting capability may voluntarily submit the semi-annual Individual Subcontract Report for one or more contracts covered by their commercial plan may require their other-than-small subcontractors to submit a semi-annual Individual Subcontract Report for the same contract(s). No Contracting Officer or other Government official shall require a contractor with an approved commercial plan to submit the semi-annual Individual Subcontract Report if the contractor does not wish to do so.
- (4) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, using eSRS, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. eSRS will prompt contractors to submit this report when they complete their year-end Summary Subcontract Report, but it will allow them to submit it at a later date if the data is not available when the year-end Summary Subcontract Report is submitted. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

[End of Clause]

## H.29 SUBCONTRACTING APPROVAL

Due to the wide diversity of services and supplies contemplated under this contract, and the rapidly changing nature of technology, the Contractor is encouraged to continuously review the market place for companies that provide new and innovative products and services from which to team / subcontract.

The use of subcontractors will be individually evaluated and approved for each Task Order to determine if that subcontract is effective in terms of cost, schedule, and performance.

The Contractor is required to conduct Market Research to arrive at the most suitable approach to acquiring, distributing, and supporting supplies or services.

The Contractor shall employ competition for all subcontracts in accordance with FAR 52.244-5. The Contractor is required to submit a report that specifically describes the extent of competition utilized for each subcontract awarded not later than 30 days after subcontract award.

In accordance with FAR 52.244-2, Subcontracts, if the Contractor does not have an approved purchasing system the Contractor shall obtain written Contracting Officer consent prior to subcontracting.

[End of Clause]

### **H.30 ALLOWABLE COST RESTRICTIONS**

Clause H.22 TRAVEL is subject to the cost restrictions specified below.

#### **H.30.1 TDY TRAVEL**

TDY Travel is defined as long distance travel to temporarily work for a short period of time (not on a regular or routine basis) authorized by the Contracting Officer's Technical Representative (COTR) in advance to various areas of the country for official contractually authorized business, including technical meetings, conferences, etc., under issued Task Orders. Commuter Travel is defined as regular or routine long distance travel (more frequently than once per quarter during the preceding year) by any employee, (key personnel or otherwise) to the same destination from an employee's legal residence in order to work on official contractually authorized business. An example of Commuter Travel is when an employee travels long distance from their legal residence on Monday and returns each weekend for an indefinite period. Commuter Travel is not an allowable expense under this contract and the Government will not reimburse the contractor for what, in the Government's sole judgment, is Commuter Travel.

#### **H.30.2 CHANGING AIRLINE DEPARTURE TIMES**

Change fees charged by airlines are an allowable expense when itinerary changes are required by the Government or schedule changes required for the performance of issued Task Orders. Change fees charged by airlines are not a reimbursable expense for personal convenience and the Government will not reimburse the contractor for what, in the Government's sole judgment, is a change in travel itinerary for personal convenience.

#### **H.30. 4 LOCAL TRAVEL**

Local travel (e.g. personal vehicle mileage, parking, tolls, bus or rail fares etc.) is defined as travel originating and ending at bona fide work locations, required for the performance of issued Task Orders. Local travel is an allowable cost and will be reimbursed at the current government specified rates and in accordance with the Federal Travel Regulations. An employee's residence is not a bona fide work location, regardless of whether an employee regularly "telecommutes." The Government will not reimburse the contractor for what, in the Government's sole judgment, is employee commuter travel, including, but not limited to, daily parking, valet charges, gasoline, personal vehicle mileage, etc.

### **H.31 USE OF CELLULAR PHONES AND TELECOMMUNICATION DEVICES**

Any and all charges for the purchase, lease, use, connection, or provisioning of cellular telephones and other telecommunication devices, including but not limited to "Blackberry's", notebook or laptop computers, pagers, global positioning systems (GPS), are not an allowable expense under this contract and the Government will not reimburse the contractor for what, in the Government's sole judgment, is a telecommunication device. The Government reserves the right to provide Government Furnished Equipment (GFE) to the contractor or authorize the contractor's acquisition, leasing, use, and connection etc. of any type of equipment as necessary under issued Task Orders.

[End of Clause]

[END OF SECTION H]

**PART II - CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

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

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

<http://www.acqnet.gov>  
<http://farsite.hill.af.mil>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	DATE	TITLE
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**I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)--CONTINUED**

The full text of the Homeland Security Acquisition Manual and Homeland Security Acquisition Regulations may be accessed electronically at the following address:

[http://www.dhs.gov/dhspublic/interapp/editorial/editorial\\_0419.xml](http://www.dhs.gov/dhspublic/interapp/editorial/editorial_0419.xml)

[End of Clause]

52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alternate I (OCT 1995)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS Alternate II (APR 1984)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.207-3	MAY 2006	RIGHT OF FIRST REFUSAL OF EMPLOYMENT
52.208-9	JUN 2006	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
52.209-3	SEP 1989	FIRST ARTICLE APPROVAL-- CONTRACTOR TESTING
52.209-4	SEP 1989	FIRST ARTICLE APPROVAL-- GOVERNMENT TESTING
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION Alternate I (JAN 1997)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION Alternate II (APR 1998)
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.216-5	OCT 1997	PRICE REDETERMINATION - PROSPECTIVE
52.216-6	OCT 1997	PRICE REDETERMINATION--RETROACTIVE
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.216-10	MAR 1997	INCENTIVE FEE
52.216-11	APR 1984	COST CONTRACT - NO FEE
52.216-13	FEB 2002	ALLOWABLE COST AND PAYMENT --FACILITIES
52.216-14	APR 1984	ALLOWABLE COST AND PAYMENT - FACILITIES USE
52.216-15	APR 1998	PREDETERMINED INDIRECT COST RATES
52.216-16	OCT 1997	INCENTIVE PRICE REVISION - FIRM TARGET
52.216-17	OCT 1997	INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS Alternate I (APR 1984)
52.217-6	MAR 1989	OPTION FOR INCREASED QUANTITY
52.217-7	MAR 1989	OPTION FOR INCREASED QUANTITY --SEPARATELY PRICED LINE ITEM
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JUL 2005	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION - DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
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52.222-19	JAN 2006	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-26	APR 2002	EQUAL OPPORTUNITY Alternate I (FEB 1999)

52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT
52.222-47	REMOVED AND RESERVED	FAC 05-10 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS
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52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alternate I (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
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52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
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52.225-3	JUN 2006	BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT Alternate II (JAN 2004)
52.225-5	JUN 2006	TRADE AGREEMENTS
52.225-8	FEB 2000	DUTY-FREE ENTRY
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-14	FEB 2000	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT
52.225-15	REMOVED AND RESERVED	FAC 2005-09 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS
52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-9	APR 1984	REFUND OF ROYALTIES
52.227-10	APR 1984	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER
52.227-11	JUN 1997	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL
52.227-17	JUN 1987	RIGHTS IN DATA - SPECIAL WORKS
52.227-18	JUN 1987	RIGHTS IN DATA--EXISTING WORKS
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52.228-13	JUL 2000	ALTERNATIVE PAYMENT PROTECTIONS

52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
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52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT Alternate I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD Alternate I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-4	APR 1984	PAYMENT BY GOVERNMENT TO CONTRACTOR Alternate I (APR 1984)
52.237-5	APR 1984	PAYMENT BY CONTRACTOR TO GOVERNMENT
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-2	APR 1991	PRODUCTION PROGRESS REPORTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.242-15	AUG 1989	STOP-WORK ORDER
52.243-1	AUG 1987	CHANGES - FIXED-PRICE
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate II (APR 1984)
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT Alternate II (APR 1984)
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT Alternate III (APR 1984)
52.243-4	AUG 1987	CHANGES
52.243-5	APR 1984	CHANGES AND CHANGED CONDITIONS
52.243-6	APR 1984	CHANGE ORDER ACCOUNTING
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	SUBCONTRACTS
52.244-2	AUG 1998	SUBCONTRACTS Alternate I (JAN 2006)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	FEB 2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) Alternate I (APR 1984)
52.245-3	APR 1984	IDENTIFICATION OF GOVERNMENT -FURNISHED PROPERTY
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-9	AUG 2005	USE AND CHARGES
52.245-17	MAY 2004	SPECIAL TOOLING
52.245-18	FEB 1993	SPECIAL TEST EQUIPMENT
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-19	MAY 2001	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA
52.246-20	MAY 2001	WARRANTY OF SERVICES

52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-24	FEB 1997	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS
52.246-24	FEB 1997	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS Alternate I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) Alternate I (SEP 1996)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) Alternate I (SEP 1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of By-Reference Clauses]

### I.3 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

**I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

[End of Clause]

**I.5 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award (DOA) through the third (3rd) anniversary of the DOA, plus any exercised options.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

**I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$5 Billion;
  - (2) Any order for a combination of items in excess of \$8 Billion; or
  - (3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

**1.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 2012.

[End of Clause]

**1.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the contract period.

[End of Clause]

**1.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days after funds for the option period become available; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 6 years.

[End of Clause]

#### **I.10 PAYMENT FOR OVERTIME PREMIUMS**

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed (provided with individual delivery/task orders).

[End of Clause]

#### **I.11 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

- (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.

- (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.nlrb.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
  - (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.12 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
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0

[End of Clause]

**I.13 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

(To Be Determined)

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

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the contractor.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

[End of Clause]

**I.14 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, \_\_\_\_\_ days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--
- (1) Be submitted in writing;
  - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
  - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

**I.15 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)**

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall--

- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to: \_\_\_\_\_.

[End of Clause]

**I.16 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) Alternate I (AUG 2000)**

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**CERTIFICATION**

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

\_\_\_\_\_  
[Signature of the Officer or Employee]

\_\_\_\_\_  
[Typed Name of the Officer or Employee]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Name of Company, Firm, or Organization]

\_\_\_\_\_  
[Date]

(End of certification)

(c) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to: \_\_\_\_\_.

[End of Clause]

**I.17 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

- (a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
- "WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_\*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."
- \*The Contractor shall insert the name of the substance(s).

[End of Clause]

**I.18 TECHNICAL DATA CERTIFICATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS**

The clause FAR 52.227-21, Technical Data Certification, Revision, and Withholding of Payment - Major Systems, applies to the following technical data:

(To Be Determined)

**I.19 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

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

[End of Clause]

**I.20 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond (Provided with individual delivery/task orders). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (Provided with individual delivery/task orders), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

[End of Clause]

**I.21 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)**

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

- (f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
- (i) Parts, materials, inventories, and work in process;
  - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
  - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
  - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligation under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
  - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the

Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

- (j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.
  - (2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
  - (1) The name and address of the Contractor;
  - (2) The date of the request for performance-based payment;
  - (3) The contract number and/or other identifier of the contract or order under which the request is made;
  - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
  - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

[End of Clause]

**I.22 NOTIFICATION OF CHANGES**

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

[End of Clause]

**I.23 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) Alternate III (APR 1984)****(a) Definitions.** As used in this clause--

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

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

- (b) Contractor's obligations.** (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within one year.
- (2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.
  - (3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30 days. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.
  - (4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.
  - (5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.
  - (6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.
  - (7) Any supplies or parts thereof corrected or furnished in replacement and any services reformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

- (8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.
- (9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in the contract. The Contractor shall also bear the responsibility for the supplies while in transit.
- (10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.
- (c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--
- (i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and
  - (ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.
- (2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at (To Be Determined).
- (3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.
- (4) This clause shall not be construed as obligating the Government to increase the contract price.
- (5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--
- (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
  - (B) Correct defects as directed under paragraph (b)(4) of this clause; or
  - (C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.
- (ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- (6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--
- (i) Obtain detailed recommendations for corrective action and either--
    - (A) Correct the supplies or services; or
    - (B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
  - (ii) Obtain applicable data and reports; and
  - (iii) Charge the Contractor for the costs incurred by the Government.

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- (7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

[End of Clause]

**I.24 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

Clauses have been updated in accordance with the FAR and HSAR.

[End of Clause]

**I.25 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Homeland Security Acquisition Regulations clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

**I.26 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)**

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5—Organizational Conflicts of Interest.
- (b) The nature of this conflict is (To be determined at time of award).
- (c) The restrictions upon future contracting are as follows:
- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

**I.27 3052.228-70 INSURANCE (DEC 2003)**

In accordance with the clause entitled "Insurance—Work on a Government Installation" [or Insurance—Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

[End of Clause]

**I.28 3052.237-70 REMOVED QUALIFICATIONS OF CONTRACTOR EMPLOYEES (Deviation)****I.29 3052.237-71 REMOVED INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS (Deviation)****I.30 3052.237-72 REMOVED CONTRACTOR PERSONNEL SCREENING FOR UNCLASSIFIED INFORMATION TECHNOLOGY ACCESS****I.31 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

[End of Clause]

**I.32 3052.245-70 GOVERNMENT PROPERTY REPORTS (JUN 2006)**

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

[End of Clause]

[END OF SECTION I]

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

<b>Attachment No.</b>	<b>No. of Pages</b>	<b>Attachment Title</b>
01	28	Concept of Operations Indefinite Delivery Indefinite Quantity (IDIQ) Statement of Work (SOW)
02	20	Contract Level Quality Assurance Surveillance Plan (QASP)
03	2	Government Work Breakdown Structure - Concept of Operations - 6,000 Miles Rough Order of Magnitude (ROM)

[END OF SECTION]

ATTACHMENT 01  
CONCEPT OF OPERATIONS INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)  
STATEMENT OF WORK (SOW)

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**- ATTACHMENT 01 -**

**Department of Homeland Security (DHS)/  
U.S. Customs and Border Protection (CBP)  
Secure Border Initiative (SBI)net)**

**Concept of Operations Indefinite Delivery  
Indefinite Quantity (IDIQ)  
Statement of Work (SOW)**

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## **1 Vision of the Secure Border Initiative (SBI)net Program**

The vision of SBI net is to provide an integrated defense-in-depth that will support the interdiction of illegal immigration and internal and external threats operating in or moving through the international borders with Canada and Mexico. SBI net will support a border security awareness capability that:

- Reduces the United States of America's (USA) vulnerability to terrorism and protects national interests while enhancing Customs and Border Protection's (CBP) border security and control missions.
- Supports CBP's strategic, operational, and tactical decision-makers.
- Provides CBP with the optimum mix of personnel, technology, infrastructure, and response platforms to detect, identify, classify, and respond to illegal breaches of the international borders with Canada and Mexico and thereby bring the situations to the appropriate law enforcement resolution.
- Provides the decision support information to support a common operational picture (COP) and an accurate assessment of the operational environment.
- Provides members of the border enforcement community with the information necessary to support homeland security strategies and plans for unity of effort.

## **2 Purpose**

The purpose of this document is to serve as an omnibus statement of work under which task orders and delivery orders may be issued and cross-referenced.

When coupled with the work breakdown structure this document is a framework for defining the technical objectives of the Contractor's SBI net program. The statement of work (SOW) is the document that describes what products are to be delivered and what services are to be performed by the Contractor. This document is intended to define and describe the actual work to be performed at the Task Area level as opposed to definitive task statements. Definitive task statements will be defined separately in individual task orders issued under this contract.

## **3 Background**

The Department of Homeland Security (DHS), Secure Border Initiative (SBI) is a comprehensive approach to immigration enforcement. The SBI focuses broadly on two major enforcement themes: controlling the border and immigration enforcement within the USA. Border control means gaining full control of the USA borders so illegal immigration as well as security breaches can be prevented. Enforcement inside the USA means locating and removing aliens who are present in the USA in violation of USA laws. This pillar is tied to the President's proposal for a temporary worker program, which will make broader and more aggressive enforcement practical.

In developing the SBI, DHS is taking an integrated systems approach to the problem. The entire immigration enforcement system requires review, beginning with the gathering of immigration-specific intelligence and the detection of illegal border crossings, followed by apprehension, processing, transportation, and detection of the alien, and ending with the alien's removal from the USA. Adding agents at the border is insufficient unless they can be given the technology they need and the USA detains and removes the aliens they catch. A systematic approach will deploy all of these tools in stages, allowing each stage to build on the success of earlier stages.

### **CBP, SBI net**

The SBI net unified border control strategy encompasses both the northern and southern land borders including the Great Lakes, and the interdiction of cross-border violations between the ports and at the official ports of entry (POEs). This strategy will funnel traffic to the USA through POEs where DHS has a greater level of control. The border environment is extremely complex, encompassing rural, urban, and remote areas as well as extreme climate variations and terrain.

Therefore, SBInet as a border control tool must be flexible and capable of being implemented in a manner that best suits these needs and requirements. Control of the border requires that four key elements be met. These four elements are:

1. Detect an entry when it occurs;
2. Identify what the entry is;
3. Classify its level of threat (who the entrant is, what the entrant is doing, how many, etc.) (Note: this element must be met prior to the point of interdiction/encounter by law enforcement personnel.);
4. Respond effectively and efficiently to the entry, and bring the situation to the appropriate law enforcement resolution.

Note: The appropriate law enforcement resolution does not end with the apprehension / interdiction. It must include the ability to efficiently transport from the point of interdiction to processing, and the ability to access appropriate databases during processing to gather and share information about and relating to the person in custody or under investigation.

Border control is achieved in a given area when CBP is able to consistently meet all four of the above elements in that area.

Managing, securing, and controlling the border requires determining the optimum mix of personnel, technology, infrastructure, and response platforms to achieve maximum tactical and strategic advantage in each unique border environment. Risk-based deployment and implementation of the solution; along with a new regime of complementary policies, processes and/or enhanced processes, regulations, and legislation; will further enhance tactical advantage.

CBP recognizes that existing capabilities to secure the border are limited in the current threat environment. The capabilities and capacity do not incorporate the optimal mix of personnel, processes, technologies, infrastructure, and response platforms to support the desired operational environment. Finally, the required capabilities have not been integrated into a "system-of-systems," and do not provide a clear COP.

The CBP SBInet component of SBI applies that comprehensive approach to securing the land borders at and between the POEs. The initial focus of SBInet will be between the POEs. Further, there is a requirement to build a COP of the border environment, within a command center environment, which will provide commonality within DHS components, and interoperability with stakeholders who are external to DHS. SBInet is the most comprehensive effort in the nation's history to gain control of the nearly 6,000 miles of international land border.

SBInet requires a comprehensive and aggressive strategy that will deploy the optimum mix of personnel, processes, technology, and infrastructure in a manner that will significantly reduce the probability of illegal entries and successful cross-border violations into the USA and maintain control of the border.

#### **4 Scope of Work**

The scope of this indefinite delivery, indefinite quantity (IDIQ) contract is the full range of services, products, and management required to accomplish the SBInet program objectives. This includes solutions based on the optimum mix of personnel, processes, infrastructure, technology, and response platforms that address all components of border security, and deploying the solutions to move from the current border strategy to one where the defined border areas are effectively secured. Advances in technology and other components of the solution must be accommodated to support continuous improvement in achieving SBInet program objectives.

The IDIQ contract will be for a three-year base period with three one-year options. The geographic coverage includes the northern and southern land borders of the USA, including the Great Lakes. The geographic coverage may be expanded to other USA border areas beyond those defined above.

The SBInet IDIQ contract will allow for performance-based task and delivery orders. Orders may be fixed price and cost type, as appropriate to the requirement. Applicable contract clauses and

provisions will be incorporated by reference into individual orders. Incentive provisions will be an important aspect of orders to ensure alignment of Government and Contractor goals and objectives. CBP expects that order incentive provisions will include plans to control performance, cost, and schedule through monetary and non-monetary incentives and disincentives. CBP will develop a collaborative partnership between CBP, the Contractor, other stakeholders, and government Contractors. The SBInet Contractor's solution shall align with the goals and objectives of DHS and CBP. Within the context of the CBP/Contractor partnership, CBP does not use the term "partner" and "partnership" in the legal sense. Instead the CBP/Contractor partnership will reflect an open, collaborative, and customer-oriented relationship in which the Contractor and CBP will work together to achieve the program objectives and attain border control.

## **5 SBInet Program Objectives**

To support the objectives of the SBInet Program, the Contractor will:

1. Develop a highly reliable, available, maintainable, and cost effective solution(s) to manage, control, and secure the border using the optimal mix of proven current and next-generation technology, infrastructure, personnel, response capabilities, and processes that will:
  - a. Detect an entry when it occurs;
  - b. Identify what the entry is;
  - c. Classify its level of threat (who it is, what the entrant is doing, how many, etc.) (Note: this element must be met prior to the point of interdiction/encounter by law enforcement personnel);
  - d. Respond effectively and efficiently to the entry and bring the situation to the appropriate law enforcement resolution.
2. Develop a near-real-time COP of the border environment, which provides commonality within DHS components and interoperability with other federal, state, local, and tribal partners outside of DHS. The COP must provide a mechanism that communicates comprehensive situational awareness, including information incorporating intelligence-driven operations capabilities at all operational levels and locations.
3. Throughout the term of the contract demonstrate continuous improvement in performance and reliability, and reduction in total operating cost.
4. Align its interests, motivation, and behaviors and that of its team members and subcontractors with those of the Government.
5. Maintain the highest level of service consistent with cost effectiveness. Provide and document audit and oversight activities that facilitate external reviews and assessments to prove that DHS is receiving superior supplies and services at fair and reasonable prices.
6. Establish a flexible, transparent, and responsive performance management information system that provides insightful, accurate, and timely information on both program status as well as performance reporting against mission measures and metrics.
7. Develop a solution that supports DHS compliance with Government standards and identified constraints.
8. Promote productive relationships with small business subcontractors and team members under the small business program as detailed in FAR Part 19 and in accordance with CBP goals and objectives.

## **6 Technical and Management Requirements**

The technical and management activities supported under this contract include the Task Areas described below. The Contractor shall perform all activities in the following Task Areas through orders issued against this contract. The Contractor shall ensure that the work defined in these activities is integrated at the program level. Paragraph reference numbers in parentheses have been included to provide traceability to the Contractor's original proposal WBS.

### **6.1 Mission Engineering Task Area**