

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1
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2. CONTRACT (Proc. Inst. Ident.) NO. HSBP1011C00027	3. EFFECTIVE DATE 02/19/2011	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0020061733
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5. ISSUED BY DHS - Customs & Border Protection CBP 1331 Pennsylvania Ave, NW Washington DC 20229	6. ADMINISTERED BY (If other than Item 5) DHS - Customs & Border Protection CBP 1331 Pennsylvania Ave, NW Washington DC 20229
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State & Zip Code) B3 SOLUTIONS LLC 1225 W BEAVER ST STE 108 JACKSONVILLE FL 32204-1415	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A
	10. SUBMIT INVOICES TO THE ADDRESS SHOWN IN: (4 copies unless otherwise specified) 4
	ITEM - See Block 12.

11. SHIP TO/MARK FOR See Attached Statement of Work	12. PAYMENT WILL BE MADE BY DHS - Customs & Border Protection National Finance Center PO Box 68908 Indianapolis IN 46268
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) ( 5 ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	14. ACCOUNTING AND APPROPRIATION DATA see attached
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Attached				

15G. TOTAL AMOUNT OF CONTRACT	\$1,316,248.27
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16. TABLE OF CONTENTS							
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
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	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) CEO & Managing Member	20A. NAME OF CONTRACTING OFFICER HERMAN T. SHIVERS
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19C. DATE SIGNED 02/18/2011	20B. DATE SIGNED (b) (6)	20C. DATE SIGNED 2/18/2011
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**SECTION A SOLICITATION/CONTRACT FORM**

**SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS**

**B.1 SCHEDULE OF LINE ITEMS**

The following indicates the Base Period of Performance 2/19/11 through 6/18/11:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Acquisition Support Services - NTE	1	AU	1,316,246.27	1,316,246.27

The following indicates the Option Period of Period 6/19/11- 2/18/2012:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
20	Acquisition Support Services - NTE	1	AU	2,683,753.73	2,683,753.733

Total contract value including the option period is \$4,000,000.00.

**B.2 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0928040000Z00004179HQ01 100602525	<b>(b) (4)</b>
20	6100.2525USCSGLCS0928040000Z00006129HQ01 100602525	
30	6100.2525USCSGLCS0928040000Z00007129HQ01 100602525	
40	6100.2525USCSGLCS0928040000Z00007173SB01 100602525	
50	6100.2525USCSGLCS0928040000Z00008129HQ01 100602525	

**B.3 DELIVERY SCHEDULE**

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1300 Pennsylvania Av, NW Washington, DC 20229	10	1.000	02/19/2011
	20	1.000	02/19/2011
	30	1.000	02/19/2011
	40	1.000	02/19/2011
	50	1.000	02/19/2011

**B.4 CONTRACT TYPE (OCT 2008)**

This is a Firm Fixed Price contract, order, or BPA.

[End of Clause]

**SECTION C SPECIFICATIONS/SOW/SOO/ORD**

**C.1 Statement of Work attached**

See separately attached Statement of Work

**SECTION D PACKAGING & MARKING**

**SECTION E INSPECTION & ACCEPTANCE**

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

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

www.acquisition.gov

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

NUMBER	TITLE
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**E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

(End of clause)

**SECTION F DELIVERIES OR PERFORMANCE**

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

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

www.acquisition.gov

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

NUMBER	TITLE
<b>F.2</b>	<b>PERIOD OF PERFORMANCE (MAR 2003)</b>

The period of performance of this contract shall be from 02/19/2011 through 06/18/2011.

[End of Clause]

**F.3 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 30 days30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3030 DAYS 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 exceed1 year.

(End of clause)

**SECTION G CONTRACT ADMINISTRATION DATA**

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

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

(End of Clause)

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

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

[End of Clause]

**G.3 SUBMISSION OF INVOICES (JUN 2009)**

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

1. Payment Center:

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

OR as an alternative:

Email: [cbpinvoices@dhs.gov](mailto:cbpinvoices@dhs.gov)

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

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

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

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

1300 PENNSYLVANIA AVE., NW  
NP-1310

HSBP1011C00027

WASHINGTON, DC  
20229

OR as an alternative:

Email:

(b) (6)

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

DHS/U.S. Customs and Border Protection  
Attention: HERMAN T. SHIVERS

1300 PENNSYLVANIA AVE., NW  
NP-1310  
WASHINGTON, DC  
20229

OR as an alternative:

Email:

(b) (6)

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

[End of Clause]

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

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

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

[End of Clause]

### H.2 SECURITY PROCEDURES (OCT 2009)

#### A. Controls

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

#### B. Security Background Investigation Requirements

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

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

C. Security Responsibilities

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

**D. Notification of Contractor Employee Changes**

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

**E. Non-Disclosure Agreements**

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

[End of Clause]

**H.3 DISCLOSURE OF INFORMATION (MAR 2003)**

**A. General**

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

**B. Technical Data Rights**

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

**C. Privacy Act**

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

**H.4 NON-PERSONAL SERVICE (MAR 2003)**

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:

- (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
  - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
  - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

## **H.5 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)**

### **a. Contractor Performance Evaluation**

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

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

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

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

### **b. Primary and Alternate Corporate Senior Contractor Representatives**

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

c. Electronic access to contractor Performance Evaluations

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

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

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

[End of Clause]

**H.6 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)**

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's 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.7 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)**

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & 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.

HSBP1011C00027

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

[Name]  
(Contractor)  
[Position or Professional Title]  
[Company Name]  
Supporting the XXX Division/Office...  
U.S. Customs & Border Protection  
[Phone]  
[FAX]  
[Other contact information as desired]

[End of Clause]

**SECTION I CONTRACT CLAUSES**

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

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

www.acquisition.gov

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

- | NUMBER      | TITLE   |
|-------------|---|
| <b>I.2</b>  | <b>52.202-1 DEFINITIONS (JUL 2004)</b>  |
| <b>I.3</b>  | <b>52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)</b>   |
| <b>I.4</b>  | <b>52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)</b>  |
| <b>I.5</b>  | <b>52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)</b>   |
| <b>I.6</b>  | <b>52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>   |
| <b>I.7</b>  | <b>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>  |
| <b>I.8</b>  | <b>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)</b>  |
| <b>I.9</b>  | <b>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)</b>   |
| <b>I.10</b> | <b>52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)</b>  |
| <b>I.11</b> | <b>52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)</b>  |
| <b>I.12</b> | <b>52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)</b> |
| <b>I.13</b> | <b>52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)</b>  |
| <b>I.14</b> | <b>52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)</b>  |
| <b>I.15</b> | <b>52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) ALTERNATE I (OCT 1997)</b>   |
| <b>I.16</b> | <b>52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)</b>  |
| <b>I.17</b> | <b>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)</b>   |
| <b>I.18</b> | <b>52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)</b>   |
| <b>I.19</b> | <b>52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)</b>  |
| <b>I.20</b> | <b>52.222-3 CONVICT LABOR (JUN 2003)</b>  |
| <b>I.21</b> | <b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)</b>  |
| <b>I.22</b> | <b>52.222-26 EQUAL OPPORTUNITY (MAR 2007)</b>   |
| <b>I.23</b> | <b>52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)</b>  |

- I.24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
  - I.25 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
  - I.26 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
  - I.27 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
  - I.28 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
  - I.29 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
  - I.30 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
  - I.31 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)
  - I.32 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
  - I.33 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)
  - I.34 52.232-17 INTEREST (OCT 2010)
  - I.35 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
  - I.36 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
  - I.37 52.233-1 DISPUTES (JUL 2002)
  - I.38 52.233-3 PROTEST AFTER AWARD (AUG 1996)
  - I.39 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
  - I.40 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
  - I.41 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
  - I.42 52.242-13 BANKRUPTCY (JUL 1995)
  - I.43 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
  - I.44 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
  - I.45 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)
  - I.46 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
  - I.47 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
  - I.48 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)
- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

- (3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**I.49 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 30 days.

(End of clause)

**I.50 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

(End of clause)

**I.51 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002)**

- (a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.
- (b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions - Commercial Items.
- (c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall -

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause -

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for financing payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

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

(End of clause)

**1.52 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) Alternate I (JUN 2006)**

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

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
  - (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
  - (3) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of Clause)

**SECTION J LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

<b>Attachment No.</b>	<b>No. of Pages</b>	<b>Attachment Title</b>
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## **SECTION C: SPECIFICATIONS/SOW/SOO/ORD**

### **Statement of Work Procurement, Acquisition, & Program/Project Support**

#### **C.1 PURPOSE**

The purpose of this contract is to obtain subject matter expertise, professional advice, operational assistance, guidance and consulting services to support the Department of Homeland Security (DHS), Customs and Border Protection (CBP), Office of Administration, Procurement Directorate (PD) and Facilities Management & Engineering (FM&E) in the ongoing conduct of the CBP mission-oriented acquisition, business, and program management functions.

#### **C.2 SCOPE**

**C.2.1** The Contractor shall provide procurement, project management, business, administrative and acquisition consulting services as needed to OA PD in (1) Acquisition, Business and Contract Management; (2) Cost and Pricing; (3) Contract Review and Oversight Activities, and, (4) Contract Administration through close-out and archive of awarded contracts. In addition, the contractor shall assist the Contracting Officer (CO) and/or designees in developing solutions and recommendations regarding all contractual related issues in support of procurement operations and project/program management within PD and FM&E.

For the procurement support tasks, the contractor staff provided shall possess senior subject matter expert (SME) knowledge and experience with:

- a) Federal, DHS and CBP laws, regulations and procedures applicable to the acquisition process and the award and administration of CBP orders and contracts;
- b) Planning, development, and administration of all types of procurements and acquisitions for a wide variety of supplies and services;
- c) Providing training and individualized mentoring on all types of procurements and acquisitions to a variety of Government personnel with differing skill levels from interns through journeyman level professionals;
- d) Performance of cost/price analysis of simple to complex contractor proposals whether fixed priced or cost reimbursement type contracts;
- e) Various contract types, including but not limited to, IDIQ contracts, cost-type contracts, and fixed price contracts;
- f) Various strategies for meeting agency requirements to include interagency transfers and agreements under various authorities for such actions;
- g) Contracting with Government Wide Acquisition Contracts (GWACs) and schedule contracts issued by the General Services Administration (GSA);
- h) Quality assurance (QA) and quality control measures and plans used by the Federal Government and ability to conduct QA reviews of contract files and documents as needed;

- i) Review, research and analysis of new and existing laws, regulations, and directives in order to assist the procurement staff in the development of agency specific procurement policies;
- j) Development of acquisition strategies;
- k) Development of acquisition tools and use of electronic systems and equipment to assist and enable CBP contracting professionals in meeting acquisition goals and milestones in the procurement process;
- l) Development of research, analysis, studies, executive briefings, etc. for all aspects of the Federal acquisition life cycle;
- m) Negotiated procurements, including but not limited to, developing negotiation positions; and,
- n) Contract implementation and administration principles and practices to monitor contractor performance up through contract/order close out.

**C.2.2** The Contractor shall provide acquisition management support as needed to OA FM&E with respect to Contract Development Activities and Contract Administration from a PM/COTR perspective through close-out and archive of awarded contracts. In addition, the contractor shall assist the CO and FM&E managers and/or designees in developing solutions and recommendations regarding all contractually related issues in support of procurement operations and project/program management within FM&E.

For the procurement support tasks, the contractor staff provided shall possess subject matter expert (SME) knowledge and experience with:

- a) Use of the CBP approved financial software system, Systems Applications and Products (SAP), and the Procurement for Public Sector (PPS) System to assist the Government in processing payments, creating purchase requisitions (PR) and in tracking contracts, orders and budget expenditures;
- b) Establishment and maintenance of official vendor voucher and invoice files;
- c) Use of software application tools for spreadsheet, word processing, presentation, project scheduling, and database applications to include the Microsoft Office® Suite applications;
- d) Analysis techniques such as burn rate analysis used to track project expenditures and comparison techniques for comparison with budget outlays or workload analysis techniques for comparing workload to available staff full time employees (FTEs);
- e) Establishment and maintenance of official Government contract files;
- f) Review and editing documents for high level communications;
- g) Familiarity with Government correspondence and communications policies and procedures;

- h) Use of Sharepoint® software and database applications for document management and experience developing, tracking, revising, and uploading documents to the application;
- i) Development of presentation materials for high level meetings and conferences to include use of automated tools such as teleconferencing and webinars; and,
- j) Distribution and tracking of key work products including setting up suspense dates for actions and following up with key stakeholders to ensure work products are completed by proscribed due dates;

### **C.3 TASKS**

The contractor shall provide acquisition and procurement management consulting services in accordance with all applicable Federal, DHS, and CBP laws, regulations, directives, circulars, policies, guides, and standard processes.

#### **C.3.1 TASK 1 – PROVIDE ACQUISITION AND CONTRACT MANAGEMENT SUPPORT**

The contractor shall provide program management support under this contract as needed to support the Office of Procurement activities in support of FM&E.

Specific tasks include, but are not limited to:

- a) Developing requests for proposals (RFPs), assisting in proposal evaluations and development of the source selection and award determinations, and, as necessary, providing consultation and advice related to the conduct of negotiations with Offerors;
- b) Providing research, advice, and assistance in formulating and drafting acquisition policies, plans, and strategies by surveying the current market, ongoing and historical contracts/orders, and other Agency contracts/purchases;
- c) Prepare and post electronic announcements and advertisements such as FedBizOps;
- d) Assist with the development of acquisitions strategies to meet Government socioeconomic goals for setting aside contracts for Small, Small Disadvantaged, Woman-Owned, HubZone, Veteran-Owned, and Service-Disabled Veteran-Owned, businesses;
- e) Providing assistance with preparing and presenting acquisition documentation (e.g. project management plans, etc.) and briefing materials (i.e. PowerPoint® presentations) as needed;
- f) Providing assistance with establishing governance policies and procedures as those policies and procedures relate to FM&E acquisitions;
- g) Providing mentoring and training on a variety of acquisition and procurement subject matter areas to include performance-based contract management training;
- h) Providing consultation in developing contract incentive plans and award fee plans and procedures, and updates as needed;

- i) Reviewing contractor notifications and requests for consent to subcontract and providing advice and recommendations to the Government contracting and program personnel;
- j) Coordinating with other support contractors on contract issues and status;
- k) Conducting market research, acquisition planning, and related processes;
- l) Assisting the Contracting Officer (CO) with activities to ensure compliance with enterprise-wide policy and procedures;
- m) Providing consultation and recommendations to Government personnel at internal acquisition or negotiation strategy meetings and other meetings with vendors;
- n) Assisting the CO with contract or order administration from acquisition strategy development through award through close-out and archive [i.e., cradle-to-grave];
- o) Assisting the CO with providing support and assistance to Contracting Officer's Technical Representatives (COTRs) for contracts and orders issued by the CO's being supported;
- p) Assisting the CO in contractor performance monitoring and providing recommendations for evaluations and resolution of problems;
- q) Providing quality assurance/quality control (QA/QC) research and advice;
- r) Developing technical evaluation strategies, providing advisory assistance in evaluation of technical proposals and cost & price analysis of proposals;
- s) Assisting in the development of spreadsheets and tools for soliciting cost/pricing proposals and the evaluation thereof;
- t) Developing Labor, Overhead, and Other Direct Cost (ODC) rate validations;
- u) Developing Cost/Price analysis reports on contractor's proposals;
- v) Developing technical and price negotiation memoranda (both pre and post) and other documentation associated with negotiation and source selection;
- w) Participate in negotiations to the extent required by the CO;
- x) Advising and assisting in developing any prime contractor performance assessments, trend analyses, risk assessments, and lessons learned;
- y) Development of contract, task order, modification, etc. award documentation;
- z) Development and ongoing maintenance of official contract and task/delivery orders files;
- aa) Advising on processing request(s) for subcontract arrangement(s) from contractors, assist in maintaining subcontract status reports, and reviewing contractor subcontract reports;
- bb) Preparing/drafting contract or programmatic correspondence and reports to include Congressional Notifications, responses to official reviews, etc.;
- cc) Consulting and assisting with incentive and award fee planning and execution;
- dd) Advising and assisting with maintaining contract and task order databases for modification and award fees;
- ee) Advising on preparing, coordinating, and issuing deliverable response letters;

- ff) Assisting in the data collection & analysis and development of procurement related reports;
- gg) Assisting and providing advice with tracking Government Furnished Property or Information or Equipment (GFP/GFI/GFE) requirements; and,
- hh) Advising and assisting with developing and implementing processes that improve the efficiency of the Office business and mission functions as they relate to FM&E acquisitions.

### **C.3.2 TASK 2 – PROVIDE ACQUISITION MANAGEMENT CONSULTING SUPPORT**

The Contractor shall provide acquisition management support as needed to OA FM&E's Policy and Acquisition Management Division (PAMD) with respect to Contract Development Activities and Contract Administration from a PM/COTR perspective through close-out and archive of awarded contracts. In addition, the contractor shall assist the CO and FM&E PAMD in developing solutions and recommendations regarding all contractually related issues in support of acquisition management within FM&E. The contractor shall support the FM&E portfolios, programs, and projects with respect to acquisition planning, document development and contract monitoring.

The contractor shall provide acquisition management contract support services to assist with pre-award activities and post award administration of FM&E contracts. The contractor shall:

- a) Use the CBP approved financial software system, Systems Applications and Products (SAP) to assist the Government in processing payments, creating purchase requisitions (PR) and in tracking contracts, orders and budget expenditures;
- b) Participate in the preparation of and/or review of proposed acquisition packages (i.e., Statements of Work (SOWs), Statement of Objectives (SOOs), Performance Work Statements (PWSs), Acquisition Plans (APs), Analysis of Alternatives (AofAs), and Source Selection Plans (SSPs));
- c) Development of Independent Government Cost Estimates (IGCEs) by reviewing historical prices paid on other similar contracts, conducting comparative analysis of similar actions, obtaining price quote information, assumptions development, schedule assumptions, materials availability, Government Furnished Property, and/or the development of total price estimate based on cost/expense development;
- d) Conduct market analysis and develop market research reports to assess market conditions, identify supplier sources, identify contracting alternatives and vehicles, research best practices, and support new acquisitions by FM&E;
- e) Analyze and document business and industry capabilities;
- f) Set up and maintain voucher and invoice payment files for PAMD managed contracts;

- g) Assist the PAMD and/or FM&E COTRs in reconciling and validating contractor invoices for completeness and compliance with contractual requirements;
- h) Review Contractor invoices and provide recommendations to applicable CO/COTR for review and approval;
- i) During Contractor invoice reviews, provide the applicable CO, FM&E program/project lead, and/or FM&E COTR with a documented list of discrepancies and invoice anomalies based on historical data and contractual requirements;
- j) Conduct burn rate analysis of all tasked programs/projects to ensure funding is consistent with the project/program period of performance;
- k) Track expenditures and payments on Contracts and provide ongoing reports to the applicable CO, FM&E program/project lead, and FM&E COTR showing the funds obligated, invoices paid, funds remaining, etc. for all contracts/projects being monitored;
- l) Create FM&E COTR's contract administration files for PAMD managed contracts;
- m) Assist the FM&E program/project office and FM&E COTR with capture, collection, and analysis of data and performance metrics and development of reports and briefings;
- n) Conduct audits and provide analysis of completed contracts to facilitate contract closeout, working with the contracting team and the FM&E COTRs; and,
- o) Assist with all transactional COTR duties, other than those deemed considered inherently governmental.

**C.3.3 TASK 3 – PROVIDE ADMINISTRATIVE ACQUISITION MANAGEMENT SUPPORT**

The contractor shall provide program/project administrative and management support services as requested by FM&E PAMD to assist in the accurate and timely reporting of its activities to OA, PD, and FM&E senior managers. The contractor shall:

- a) Manage program/project/contract/office calendars as needed;
- b) Analyze workload data;
- c) Develop presentations and reports regarding work efforts for senior managers and business partners;
- d) Review and edit documents to ensure information is complete and accurate;
- e) Update and post documents and written products to CBP SharePoint® sites as appropriate (CBP, OA, FM&E, PD, etc.);

- f) Set up and participate in program/project meetings;
- g) Assist in the review and distribution of key work products; and,
- h) Communicate operational information in a timely manner.

#### **C.3.4 TASK 4 -- PREPARE A MONTHLY STATUS REPORT**

The contractor shall develop and provide a Monthly Status Report (MSR) using Microsoft Office® Suite applications by the 10<sup>th</sup> business day of each month via electronic mail to the COTR/CO. The report shall include the following:

- a) A narrative of activities during the reporting period, including on-going activities shown by specific project name or category, new activities and activities completed;
- b) Deliverables provided under the Contract indicating whether due dates were met and explanation of any due dates or deadlines missed during the period;
- c) Accomplishments made during the reporting period;
- d) An overview of meetings or conferences attended in support of Government activities during the month;
- e) Problems encountered and corrective actions taken by the contractor;
- f) Any new issues or concerns raised during the period and proposed resolutions to address them;
- g) Personnel gains, losses and status (e.g., security clearance);
- h) Government actions required;
- i) Summary of trips taken (When applicable, attach trip reports to the MSR for reporting period);
- j) Accumulated invoiced costs up to the previous month with the overall summary of the total price adjusted for invoice payments to date; and,
- k) Expended hours by individual employees during the month being addressed.

#### **C.3.5 TASK 5 -- CONVENE STATUS MEETINGS**

The contractor Program Manager shall schedule and conduct a monthly Contract Activity and Status Meeting with the COTR for this contract and other key government stakeholders as needed. The determination as to the need for the meeting will rest with the Government team project lead. The purpose of this meeting is to ensure all stakeholders are informed of the monthly activity and status report, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified

problems or opportunities. The contractor PM shall initiate discussion by reviewing the monthly status report items and issues followed by a open discussion of issues as appropriate.

**C.4 CONTRACT SCHEDULE AND MILESTONE DATES**

The following schedule of milestones will be used by the COTR to monitor timely progress under this Contract. All references for delivery dates shown herein are to workdays unless otherwise stated to be calendar days.

<b>MILESTONE/DELIVERABLE</b>	<b>SOW Reference</b>	<b>PLANNED COMPLETION DATE</b>
Acquisition & Procurement Documentation & Work Products	Tasks 1, 2, & 3	As required
Program/Project Documentation & Work Products	Tasks 1, 2, & 3	As required
Trip Report(s)	SOW 11.2	Within 10 days following completion of each trip
Monthly Status Report & Monthly Meetings	Tasks 4 & 5	Monthly, on 10th business day of the next month

**C.5 PERIOD OF PERFORMANCE (MARCH 2003)**

The base year period of performance for this contract will be four (4) months from the date of award. One option period is included to extend the maximum contract period of performance for an additional eight (8) months.. As such, the period of performance is anticipated to be for one 12 month period from the date of award.

**C.6 PLACE OF PERFORMANCE**

The contractor shall perform primarily within the CBP Government facilities. The preponderance of the support will be provided at the Government facilities as indicated below:

**Procurement locations:**

**1331 Pennsylvania Ave  
Washington, DC 20229**

**1717 H Street, NW, Suite 800  
Washington, DC 20006**

**1901 South Bell Street, 8th Floor  
Arlington, VA 20598**

**6650 Telecom Drive, Intech Three  
Indianapolis IN 46278**

**24000 Avila Road, Room 5020  
Laguna Niguel, CA 92677**

**CBP Air and Marine Program Office  
Great Lakes Room 212  
41130 Castle Avenue Building  
1422 Selfridge ANG, MI 48045**

**FM&E  
1331 Pennsylvania Ave, Suite 1220N  
Washington, DC 20229**

Performance at the contractor facility or any site other than the Government sites indicated above shall only be undertaken with the explicit written approval or at the direction of the CO or the COTR. The contractor may travel to locations outside the Washington Metropolitan area in support of various procurement projects with the specific written approval or direction by the CBP Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) for this contract.

Reimbursement for travel authorized outside the Washington Metropolitan area will be provided for approved travel will be made per Section H.3. Travel within the Washington Metropolitan area or any other normally assigned work area is deemed to be local travel and will not be reimbursed.