

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

[End of Clause]

The following provisions are incorporated herein for all delivery, task, and construction orders released under this contract:

I.2.1 All Delivery, Task, and Construction Orders

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 1996	PRINTED OR COPIED DOUBLE-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
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
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 GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-19	JAN 2006	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-20	DEC 1996	WALSH-HEALY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
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
52.223-3	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
52.223-6	MAY 2001	DRUG FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	JUN 2003	BUY AMERICAN ACT – SUPPLIES
52.225-3	JUN 2006	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT
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
52.226-1	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
52.227-10	APR 1984	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER
52.227-12	JUN 1997	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM)
52.227-14	JUN 1987	RIGHTS IN DATA – GENERAL, Alternates I, II, and III
52.227-19	JAN 1997	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS
52.227-21	JAN 1997	TECHNICAL DATA DECLARATION, REVISION, AND WITHOLDING OF PAYMENT—MAJOR SYSTEMS
52.227-22	JUN 1987	MAJOR SYSTEM—MINIMUM RIGHTS
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.228-7	MAR 1996	INSURANCE – LIABILITY TO THIRD PARTIES
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY 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
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COST (Cost-Type or Fixed-Price Incentive Orders Only)
52.242-2	APR 1991	PRODUCTION PROGRESS REPORTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	FEB 2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-9	AUG 2005	USE AND CHARGES
52.245-18	FEB 1993	SPECIAL TEST EQUIPMENT
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED “AS IS”
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
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

In addition to those listed in I.2.1 above, the following clauses are incorporated into all cost-type performance-based task orders and construction orders (unless otherwise noted) by this reference:

I.2.2 All Cost-type Task and Construction Orders

52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATION
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
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS Alternate I
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (for Task Orders only)
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS

52.242-4 JAN 1997 CERTIFICATION OF FINAL INDIRECT COSTS

In addition to those listed in I.2.1 and I.2.2 above, the following clauses are incorporated into all cost-type performance-based task orders by this reference (when identified in the task order)

I.2.3 All Cost-type Task Orders

52.216-8	MAR 1997	FIXED FEE
52.216-10	MAR 1997	INCENTIVE FEE
52.216-16	OCT 1997	INCENTIVE PRICE REVISION – FIRM TARGETS
52.216-17	OCT 1997	INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS Alternate I
52.232-20	APR 1984	LIMITATION OF COSTS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-15	AUG 1989	STOP-WORK ORDER
52.243-2	AUG 1987	CHANGES – COST-REIMBURSEMENT (As applicable)
52.243-2	AUG 1987	CHANGES – COST-REIMBURSEMENT Alternate II (APR 1984) (As applicable)
52.243-2	AUG 1987	CHANGES – COST-REIMBURSEMENT Alternate III (APR 1984) (As applicable)
52.244-2	AUG 1998	SUBCONTRACTS (JAN 2006)
52.244-2	AUG 1998	SUBCONTRACTS Alternate I (JAN 2006)
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME- AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) Alternate I (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS

In addition to those listed in I.2.1 and I.2.2 above, the following clauses are incorporated into all cost-type construction orders this reference

I.2.4 All Cost-type Construction Orders

52.216-13	FEB 2002	ALLOWABLE COST AND PAYMENT – FACILITIES
52.222-6	JULY 2005	DAVIS BACON ACT
52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
52.236-19	APR 1984	ORGANIZATION AND DIRECTION OF THE WORK

In addition to those listed in I.2.1 and I.2.2 above, the following clauses are incorporated into all cost-type construction orders this reference

I.2.5 All Fixed-Price Construction Orders

52.216-9	MAR 1997	FIXED FEE-CONSTRUCTION
52.222-6	JULY 2005	DAVIS BACON ACT

52.222-31	DEC 2001	DAVIS BACON ACT—PRICE ADJUSTMENT (PERCENTAGE METHOD) [IF ORDER HAS OPTIONS]
52.222-32	DEC 2001	DAVIS BACON ACT—PRICE ADJUSTMENT (ACTUAL METHOD) [IF ORDER HAS OPTIONS]
52.232-5	SEP 2002	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION
52.236-17	APR 1984	LAYOUT OF WORK
52.236-21	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION AND ALTERNATE I (APR 1984)
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION)

In addition to those listed in I.2.1 above, the following clauses are incorporated into all fixed-price delivery, task and construction orders by this reference

I.2.6 All Fixed-Price Delivery, Task, and Construction Orders

52.216-5	OCT 1997	PRICE REDETERMINATION – PROSPECTIVE
52.209-4	SEP 1989	FIRST ARTICLE APPROVAL – GOVERNMENT TESTING
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.227-9	APR 1984	REFUND OF ROYALTIES

In addition to those listed in I.2.1 and I.2.5 above, the following clauses are incorporated into all fixed-price delivery orders by this reference

I.2.7 All Fixed-Price Delivery Orders

52.209-3	SEP 1989	FIRST ARTICLE APPROVAL – CONTRACTOR TESTING Alternate II
52.209-4	SEP 1989	FIRST ARTICLE APPROVAL – GOVERNMENT TESTING Alternate II
52.217-6	MAR 1989	OPTION FOR INCREASED QUANTITY
52.217-7	MAR 1989	OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.243-1	AUG 1987	CHANGES –FIXED PRICE
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) Alternate I (APR 1984)

In addition to those listed in I.2.1 and I.2.5 above, the following clauses are incorporated into all fixed-price task orders by this reference

I.2.8 All Fixed-Price Task Orders

52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.243-1	AUG 1987	CHANGES – FIXED-PRICE (As applicable)
52.243-1	AUG 1987	CHANGES – FIXED-PRICE Alternate I (APR 1984) (As applicable)
52.243-1	AUG 1987	CHANGES – FIXED-PRICE Alternate II (APR 1984) (As applicable)

In addition to those listed in I.2.1 above, the following clauses are incorporated into all fixed-price and cost-type construction orders by this reference

I.2.9 All Fixed-Price and Cost-Type Construction Orders

52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATION (ALTERNATE I)
52.216-14	APR 1984	ALLOWABLE COST AND PAYMENT – FACILITIES USE
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAININES
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
52.222-16	FEB 1988	APPROVAL OF WAGE RATES
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-30	DEC 2001	DAVIS BACON ACT—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) [IF ORDER HAS OPTIONS]
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.228-13	JUL 2000	ALTERNATE PAYMENT PROTECTIONS
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.237-4	APR 1984	PAYMENT BY GOVERNMENT TO CONTRACTOR Alternate I (APR 1984)
52.237-5	APR 1984	PAYMENT BY CONTRACTOR TO GOVERNMENT
52.243-4	AUG 1987	CHANGES
52.243-5	APR 1984	CHANGES AND CHANGED CONDITIONS
52.245-3	APR 1984	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY

52.248-3 FEB 2000 VALUE ENGINEERING-CONSTRUCTION

In addition to those listed in I.2.1 and I.2.5 above, the following clauses are incorporated into all fixed-price delivery and task orders by this reference

I.2.9 All Fixed-Price Delivery and Task Orders

52.232-1	APR 1984	PAYMENTS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) Alternate I (SEP 1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

[End of By-Reference Clauses]

**U.S. Customs and
Border Protection**

Date: September 26, 2006
To: (b) (6)
From: Deborah L. Smith (b) (6)
Subject: Designation of Contracting Officer's Technical Representative (COTR) In support of Contract Number HSBP1006D01353

In accordance with the procurement policies and procedures contained in the Department of Homeland Security Acquisition Manual (HSAM), a Contracting Officer's Technical Representative (COTR) shall be designated to monitor contract performance and other contract administration duties associated with the award of a formal contract.

You are hereby designated as the COTR in connection with the technical phases of subject contract. Listed below are the designated areas of responsibility.

A. DESIGNATION OF COTR

This designation sets forth in detail the full extent of the COTR's authority and limitations therein. The designation does not change or supersede the established line of authority and/or responsibility of any organization. Changes in the designation COTR will be made by modification to the contract and letter designation as the need arises. This designation appointment COTR applies to the subject contract only, and shall terminate on completion of the contract, unless sooner terminated in writing by the Contracting Officer or his/her successor, or by reason of your reassignment.

B. SCOPE AND SPECIFIC RESPONSIBILITIES

This designation is specifically limited to the responsibilities and authority contained herein and does not serve to confer authority to grant deviation from contract provisions. Extreme care should be taken by the COTR in the preparation of instructions to the Contractor to insure that subject matter does not alter the terms and conditions of the contract.

Your specific duties include the following:

1. Monitoring the vendor's performance of the technical requirements to assure that performance is strictly within the scope of the contract;
2. Coordinating with the Contracting Officer and the Program Office on actions relating to funding and changes in the scope of work;

3. Referring to the Contracting Officer those matters, other than purely technical problems, which may effect the performance of the contract;
4. Confirming all significant technical instructions to the Contractor;
5. Assuring that all changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the Contractor proceeds with the changes;
6. Assuring prompt review of draft reports and providing approval to the Contractor so that the distribution of the reports can be within the specified completion date of the contract, and assuring that adequate records of the inspection and testing period are kept so that acceptance can be made and the contractor paid. Acceptance shall be made by the COTR or designated representative(s); rejections, if necessary will be made by the Contracting Officer;
7. Reviewing the vendor invoices to ensure that they reflect accurately the work completed in accordance with the requirements of the contract and certifying acceptance;
8. Informing the Contracting Officer when a Contractor is known to be behind schedule, with the therefore, and coordinating with the Contracting Officer to determine necessary corrective action to restore that contract schedule;
9. Furnishing to the Contracting Officer a copy of Government/Contractor conference reports and correspondence, and coordinating with the Contracting Officer the content of any contractually significant correspondence addressed to the Contractor in order to prevent possible misunderstanding or the creation of a condition that may be made by the basis of a later claim. All correspondence addressed to the Contractor will be signed by the Contracting Officer;
10. Requesting the Contracting Officer to authorize Government-furnished property and, when requested by the Contracting Officer, furnishing disposition advice on Government-furnished property or contractor acquired property;
11. Maintaining a contract working file;
12. Furnishing the Contracting Officer a notice of satisfactory or unsatisfactory completion;
13. Reporting to the Contracting Officer and Legal Counsel suspected procurement frauds, bribery, conflicts of interest and/or any other improper conduct;
14. Reviewing and submitting recommendations to the Contracting Officer on subcontracts with respect to their relationship with the prime contract;
15. Forwarding to the Contracting Officer, the Contractor's requests for public release of information regarding work being performed under the contract;

16. Notifying the Contracting Officer of inventions by the Contractor during the performance of the contract;
17. Furnishing the Contracting Officer a formal request for termination, when required; and
18. Evaluating the Contractor's request for travel.

C. EXCLUSIONS FROM COTR RESPONSIBILITIES

The COTR is expressly excluded from performing or being responsible for the following:

1. Modifying the stated terms and conditions as set forth in the contract;
2. Approving items of cost not specifically authorized by the contract;
3. Issuing instructions to contractors to start and/or stop work;
4. Directing changes;
5. Executing supplemental agreements;
6. Rendering a decision on any dispute on any question of fact under the Disputes provision of the contract;
7. Taking any action with respect to termination, except notifying the Contracting Officer;
8. Authorizing the delivery or disposition of Government-furnished property not specifically authorized by the contract;
9. Giving guidance to Contractors, either orally or in writing, which might be interpreted as a change in the scope of terms of the contract; and
10. Discussing procurement plans and/or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for competitive procurement.

Violation of the foregoing may give the appearance that the Government is not acting in good faith. Commitments made to Contractors by other than the duly appointed Contracting Officer(s) can result in formal protests by other companies, embarrassment to the Department and Agency involved, criticism by the General Accounting Office and possible monetary loss to the individual and firm involved.

Acknowledgement: Designation of Contracting Officer's Technical Representative (COTR)
In support of Contract Number HSBP1006D01353

Signature: (b) (6)

Name: (b) (6)

Title: DEPUTY, PROJECT DIVISION

Date: 27 SEPT 2006

The COTR shall retain one copy of this letter, and shall return one copy to the Contracting Officer within 10 days of receipt, for placement in the contract file.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>					1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET						
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)					3. THIS SPECIFICATION IS: (X and complete as applicable)						
X	a. PRIME CONTRACT NUMBER HSBP1006D01353				X	a. ORIGINAL (Complete date in all cases)			Date (YYYYMMDD) 2007/02/20		
	b. SUBCONTRACT NUMBER					b. REVISED (Supersedes all previous specs)		Revision No.		Date (YYYYMMDD)	
	c. SOLICITATION OR OTHER NUMBER=			Due Date (YYYYMMDD)			c. FINAL (Complete item 5 in all cases)			Date (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.											
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In Response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____											
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)											
a. NAME, ADDRESS, AND ZIP CODE The Boeing Company 499 Boeing Blvd Huntsville, AL 35824					B. CAGE CODE 3A768		C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service (DSS) Bldg 3216 Little John Drive Huntsville, AL 35898				
7. SUBCONTRACTOR											
a. NAME, ADDRESS, AND ZIP CODE					B. CAGE CODE		C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)				
8. ACTUAL PERFORMANCE											
Department of Homeland (DHS) Washington, DC metropolitan area and the contractor's facility. The Boeing Company 499 Boeing Blvd, Huntsville, AL 35824					B. CAGE CODE 3A768		C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)				
9. GENERAL IDENTIFICATION OF THE PROCUREMENT (U) Provide technical support and management support including research, development, design, test, and evaluation of components subsystems and systems to secure the US borders for DHS CBP .											
10. THIS CONTRACT WILL REQUIRE ACCESS TO:				YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:				YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION					X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY					X
b. RESTRICTED DATA					X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY					X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION					X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				X	
d. FORMERLY RESTRICTED DATA					X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE					X
e. INTELLIGENCE INFORMATION:						e. PERFORM SERVICES ONLY					X
(1) Sensitive Compartmented Information (SCI)					X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES					X
(2) Non-SCI					X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER					X
f. SPECIAL ACCESS INFORMATION					X	h. REQUIRE A COMSEC ACCOUNT					X
g. NATO INFORMATION					X	i. HAVE TEMPEST REQUIREMENTS					X
h. FOREIGN GOVERNMENT INFORMATION					X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS					X
i. LIMITED DISSEMINATION INFORMATION					X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE					X
j. FOR OFFICIAL USE ONLY INFORMATION				X		l. OTHER (Specify) See Block #13.					X
k. OTHER (Specify)					X						

DD Form 254, DEC 1999

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Reference 10j: "Contractors shall control and safeguard FOUO in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated Jan 6, 2005. DHS contractors must sign a special Non-Disclosure Agreement before receiving access to FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (202) 447-5340."

Reference 11a. "Contract performance is restricted to **"DEPARTMENT OF HOMELAND SECURITY (DHS) Washington, DC metropolitan area and contractor facility"**. Cleared personnel are required to perform this service. All contractor personnel must: be U.S. citizens, have been granted a final security clearance by the U.S. Government, have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract. Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the CSO. Recipients of classified information under this contract may not be released to subcontractors without permission of the DHS CSO. The contractor and COR will revalidate all billets under this contract with the CSO annually or when a revised DD Form 254 is issued, whichever is sooner."

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements identify the pertinent contracted clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL (b) (6)	b. TITLE Program Manager Industrial Security Branch	c. TELEPHONE (Include Area Code) (b) (6)
--	---	--

d. ADDRESS (Include Zip Code)
Department of Homeland Security
Office of Security, 7th & D Street S.W.
Washington D.C. 20528

17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

e. SIGNATURE
(b) (6)

DD254 BLOCK #13. CONTINUATION SHEET**The Boeing Company CAGE CODE: 3A768****Contract #HSBP1006D01353**

Reference 11c. The contractor shall use (DHS SCG CBP-001 “SBI” Secure Border Initiative) for classification of information associated with this effort. Additionally, the contractor shall derivatively classify newly created information associated with this effort based on the classification guidance provided through existing classified sources. All classified information shall be marked in accordance with the NISPOM. The ISOO Pamphlet on “Marking Classified National Security Information” dated March 25, 2003, may be used as a guide on the proper marking of classified information. Questions relating to Marking Classified National Security Information can be addressed to DHS Office of Security Administrative Security Division, at telephone (202) 447-5340.