

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

2. CONTRACT NO. HSBP1011C00024	3. AWARD/EFFECTIVE DATE 12/30/2010	4. ORDER NUMBER	1. REQUISITION NUMBER 20052883	PAGE 1 OF
7. FOR SOLICITATION INFORMATION CALL: 			5. SOLICITATION NUMBER HSBP1010R2914	8. SOLICITATION ISSUE DATE 12/29/09

a. NAME JANICE V. WASHINGTON		b. TELEPHONE NUMBER (No collect calls) (b) (6)	8. OFFER DUE DATE/ LOCAL TIME 10/22/2010 1200
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9. ISSUED BY Department of Homeland Security Customs and Border Protection 1901 South Bell Street Arlington, VA 20598	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO See Delivery Schedule	CODE	18. ADMINISTERED BY DHS/ Customs and Border Protection/SBI Acquisition Office 1901 South Bell Street, 8th Floor, Arlington VA 20598
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17a. CONTRACTOR/OFFEROR ICx Technologies, Inc. Tactical Platforms Division 5940 Cabot Parkway Suite 1001 Alpharetta, GA 30005 TELEPHONE NO. 405-372-9537	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DHS - Customs & Border Protection National Finance Center P.O. Box 68908 Indianapolis, IN 46258	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SECTION B OF CONTRACT					
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$26,058,013.00
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input checked="" type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input checked="" type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED <u>12/30/2010</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30. SIGNATURE (b) (6)	TITLE (b) (6)	30c. DATE SIGNED 12/30/10	30d. DATE SIGNED 12/30/10
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER
 PARTIAL FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
 COMPLETE PARTIAL FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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J.1 LIST OF ATTACHMENTS..... 34

SECTION A SOLICITATION/CONTRACT FORM

A.1 SEE SF-1449

See Standard Form 1449 at the front of the contract.

SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS

B.1 SCHEDULE OF SUPPLIES/SERVICES

THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

[Recovery Act Funding] **CLIN: 0001**
Supplies/Services: FIRST ARTICLE TESTING (2 UNITS)

Qty	Unit Price	Ext. Price
2	(b) (4)	(b) (4)

[Recovery Act Funding] **CLIN: 0002**
Supplies/Services: STEP PRICING UNITS*

Qty	Price	Ext. Price
31	(b) (4)	(b) (4)
CASE A	Unit Price (b) (4)	Ext. Price (b) (4)
CASE B	Unit Price (b) (4)	Ext. Price (b) (4)

[Recovery Act Funding] **CLIN: 0003**
Supplies/Services: TRAIN-THE-TRAINER COURSE

Qty	Price	Ext. Price
1	(b) (4)	(b) (4)

[Recovery Act Funding] **CLIN: 0004**
Supplies/Services: VENDOR MAINTENANCE TRAINING COURSE (LEVEL 2)

Qty	Price	Ext. Price
1	(b) (4)	(b) (4)

[Recovery Act Funding] **CLIN: 0005**
Supplies/Services: SUB VENDOR COMPONENT MANUALS
Supplies/Services: STEP PRICING*

Qty	Price	Ext. Price
34	(b) (4)	(b) (4)

[Recovery Act Funding] **CLIN: 0006**
Supplies/Services: OPERATIONS AND MAINTENANCE MANUALS
 STEP PRICING *

Qty	Price	Ext. Price
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36 (b) (4) (b) (4)

[Recovery Act Funding] CLIN: 0007
Supplies/Services: INTERMEDIATE MAINTENANCE MANUALS (LEVEL 2)

Qty Price Ext. Price
8 (b) (4) (b) (4)

[Recovery Act Funding] CLIN: 0008
Supplies/Services: PRODUCT DRAWING PACKAGE

Qty Price Ext. Price
10 (b) (4) (b) (4)

[Recovery Act Funding] CLIN: 0009
Supplies/Services: VENDOR INTEGRATED LOGISTICS SUPPORT PLAN (ILSP)

Qty Price Ext. Price
3 (b) (4) (b) (4)

[Recovery Act Funding] CLIN: 0010
Supplies/Services: MAINTENANCE AND REPAIR SERVICE

Qty
0 CASE A (b) (4) (b) (4) Ext. Price

CASE B Unit Price (b) (4) (b) (4) Ext. Price

Qty
33 CASE A Unit Price (b) (4) (b) (4) Ext. Price

CASE B (b) (4) (b) (4) Ext. Price

[Recovery Act Funding] CLIN: 0011
Supplies/Services: VENDOR TECHNICAL SUPPORT

Qty Rate/Hour
1 \$(b) (4)

[Recovery Act Funding] CLIN: 0012
Supplies/Services: TRAIN-THE-TRAINER DOCUMENTATION

Qty Price Ext. Price
1 (b) (4) (b) (4)

[Recovery Act Funding] CLIN: 0013
Supplies/Services: VENDOR TRAVEL (REIMBURSABLE CLIN)

Qty Price Ext. Price
1 (b) (4) (b) (4)

Total Funded Value of Award: \$26,058,013.00

Each base and option period shall not exceed twelve (12) months unless the option to extend services is exercised.

Option 1	Item		QTY Range	UNIT QTY	Unit Price	Total Price
		Ao=>95%	Ao=>95%	Ao=>95%	Ao=>95%	Ao=>95%
CLIN 1001	Unit Step Pricing (1-100)	15	n1...n15		(b) (4)	
CLIN 1001	Unit Step Pricing (1-100)	10	n16...n25		(b) (4)	
CLIN 1001	Unit Step Pricing (1-100)	25	n26...n50		(b) (4)	
CLIN 1001	Unit Step Pricing (1-100)	25	n51...n75		(b) (4)	
CLIN 1001	Unit Step Pricing (1-100)	25	n76...n100		(b) (4)	
CLIN 1002	Sub Vendor Component Manuals				(b) (4)	
CLIN 1003	MSC Operation and Maintenance Manual				(b) (4)	
CLIN 1004 (New Units)	Maintenance Service	50	n1...n50		(b) (4)	
CLIN 1004 (New Units)	Maintenance Service	50	n51...n100		(b) (4)	
CLIN 1004 (BASE UNITS)	Maintenance Service	50	n1...n50		(b) (4)	
CLIN 1004 (BASE UNITS)	Maintenance Service	50	n51...n100		(b) (4)	
CLIN 1005	Vendor Technical Support Rate (see below)				See Below	See Below
CLIN 1006	Vendor Travel (NTE)			1	(b) (4)	\$(b) (4)
TOTAL OPTION 1 Price						
					Rate/Hour	
CLIN 1005	Vendor Technical Support Rate				(b) (4)	

Each base and option period shall not exceed twelve (12) months unless the option to extend services is exercised.

Option 2	Item	QTY Range	UNIT QTY	Unit Price	Total Price	Total Price
		Ao=>95%	Ao=>95%	Ao=>95%	Ao=>95%	Ao=>95%
CLIN 2001	Unit Step Pricing (1-100)	15	n1...n15		(b) (4)	
CLIN 2001	Unit Step Pricing (1-100)	15	n16...n30		(b) (4)	
CLIN 2001	Unit Step Pricing (1-100)	20	n31...n50		(b) (4)	
CLIN 2001	Unit Step Pricing (1-100)	25	n51...n75		(b) (4)	
CLIN 2001	Unit Step Pricing (1-100)	25	n76...n100		(b) (4)	
CLIN 2002	Sub Vendor Component Manuals	100	n1...n101		(b) (4)	
CLIN 2003	MSC Operation and Maintenance Manual	100	n1...n103		(b) (4)	
CLIN 2004	Vendor Technical Support Rate (see below)				See Below	See Below
CLIN 2005	Vendor Travel (NTE)			1	(b) (4)	(b) (4)
TOTAL Option 2 Price						
					Rate/Hour	
CLIN 2004	Vendor Technical Support Rate				(b) (4)	

Each base and option period shall not exceed twelve (12) months unless the option to extend services is exercised.

Option 3	Item	QTY Range	UNIT QTY	Unit Price	Total Price	Total Price
		Ao=>95%	Ao=>95%	Ao=>95%	Ao=>95%	Ao=>95%
CLIN 3001	Unit Step Pricing (1-100)	15	n1...n15		(b) (4)	
CLIN 3001	Unit Step Pricing (1-100)	15	n16...n30		(b) (4)	
CLIN 3001	Unit Step Pricing (1-100)	20	n31...n50		(b) (4)	
CLIN 3001	Unit Step Pricing (1-100)	25	n51...n75		(b) (4)	
CLIN 3001	Unit Step Pricing (1-100)	25	n76...n100		(b) (4)	
CLIN 3002	Sub Vendor Component Manuals	101	n1...n101		(b) (4)	
CLIN 3003	MSC Operation and Maintenance Manual	103	n1...n103		(b) (4)	
CLIN 3004	Vendor Technical Support Rate (see below)				See Below	See Below
CLIN 3005	Vendor Travel (NTE)			1	(b) (4)	(b) (4)
TOTAL OPTION 3 Price						
					Rate/Hour	
CLIN 3004	Vendor Technical Support Rate				(b) (4)	

Each base and option period shall not exceed twelve (12) months unless the option to extend services is exercised.

Option 4	Item	QTY Range	UNIT QTY	Unit Price	Total Price	Total Price
		Ao=>95%	Ao=>95%	Ao=>95%	Ao=>95%	Ao=>95%
CLIN 4001	Unit Step Pricing (1-100)	15	n1...n15		(b) (4)	
CLIN 4001	Unit Step Pricing (1-100)	15	n16...n30		(b) (4)	
CLIN 4001	Unit Step Pricing (1-100)	20	n31...n50		(b) (4)	
CLIN 4001	Unit Step Pricing (1-100)	25	n51...n75		(b) (4)	
CLIN 4001	Unit Step Pricing (1-100)	25	n76...n100		(b) (4)	
CLIN 4002	Sub Vendor Component Manuals	101	n1...n101		(b) (4)	
CLIN 4003	MSC Operation and Maintenance Manual	103	n1...n103		(b) (4)	
CLIN 4004	Vendor Technical Support Rate (see below)				See Below	See Below
CLIN 4005	Vendor Travel (NTE)			1	(b) (4)	(b) (4)
TOTAL OPTION 4 PRICE						
					Rate/Hour	
CLIN 4004	Vendor Technical Support Rate				(b) (4)	

(b) (4)

B.2 ACCOUNTING and APPROPRIATION DATA

Item Number	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6999.3194USCSGLCS0900009000Z00009433SB03 SB3003194	\$26,058,013.00

B.3 DELIVERY SCHEDULE

DELIVER TO:

(b) (7) (E)

This delivery schedule addresses only base year CLINs to be executed during the base year; the delivery schedule for all optional CLINs shall be determined at the time the option is exercised by the Government.

CLIN#	Description	Quantity	Delivery Date
0001	First Article(s) Test (FAT)	2	Units 60 days after receipt of order (ARO) and all GFE or vendor to propose. CDRL 0006 four weeks prior to unit delivery.
0002	Step Priced MSC Units	31	Anticipated maximum of 10 units per month commencing 60 days after contractor receipt of Government notice of successful completion of FAT, or vendor to propose.
0003	Train-the-Trainer (T3) Course	1	T3 course to be delivered not later than 2 weeks after successful completion of FAT.
0004	CBP Vendor Maintenance (Level 2) Training	1	45 days before the effective date of transfer of responsibility for MSC sustainment from the vendor to the Government. Effective date to be determined.
0005	Sub-vendor Component Manuals	34	Same as CLIN 0002
0006	O&M Manuals	36	Same as CLIN 0002
0007	Vendor Maintenance Manuals	8	Same as CLIN 0004
0008	Product Drawing Package	10	Same as CLIN 0004
0009	Vendor ILSP	3	45 days after successful completion of FAT
0010	Vendor MSC Maintenance and Repair	1	Same as CLIN 0002
0012	T3 Course Documentation	1	Same as CLIN 0001

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 PART 1 - ICX TECHNICAL PROPOSAL

See Part 1 - ICX Technical Proposal in the contract attachments.

C.2 PART 2 - MOBILE SURVEILLANCE CAPABILITIES MATRIX (MSCM)

See Part 2 - Mobile Surveillance Capabilities Matrix (MSCM) in the contract attachments.

C.3 PART 3 - MOBILE SURVEILLANCE CAPABILITIES ENVIRONMENTAL OBJECTIVES (MSCEO)

See Part 3 - Mobile Surveillance Capabilities Environmental Objectives (MSCEO) in the contract attachments.

C.4 PART 4 - ICX PERFORMANCE WORK STATEMENT (PWS)

See Part 4 - ICx Performance Work Statement (PWS) in the contract attachments.

SECTION D PACKAGING & MARKING

D.1 PACKAGING, PACKING AND MARKING (MAR 2003)

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination.

Packages shall be clearly identified on the outer wrapping with the contract number and delivery /task order number, if applicable.

[End of Clause]

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	
52.246-2	AUG 1996	INSPECTION OF SUPPLIES --FIXED-PRICE
52.246-14	APR 1984	INSPECTION OF TRANSPORTATION
52.246-15	APR 1984	CERTIFICATE OF CONFORMANCE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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	
52.242-15	AUG 1989	STOP-WORK ORDER
52.247-48	FEB 1999	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT
52.247-55	JUN 2003	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
52.247-58	APR 1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS

F.2 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be five years from the date of award.

[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

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: (b) (6)

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

CBP/Procurement Directorate/ECO

(b) (6)

HSBP1011C00024

**1901 S. Bell Street
Arlington, VA 20598**

OR as an alternative:

Email: (b) (6) @dhs.gov

3. Contracting Officer (or Contract Administrator): Janice V. Washington

DHS/U.S. Customs and Border Protection
Attention: Janice Washington

CBP/Procurement Directorate/ECO

(b) (6)
**1901 S. Bell Street
Arlington, VA 20598**

OR as an alternative:

Email: (b) (6) @dhs.gov

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 GOVERNMENT PROPERTY (MAR 2003)

The Contractor will be provided with the following items of property for performance of this contract, in accordance with the Government Property clause(s) contained herein.

Item Description	Property I.D. Number	Quantity	Delivery Date
Ford F-450	TBD	33 (1 per unit)	60 - 90 days after contract start date

AND

Motorola Land Radio	TBD	33 (1 per unit)	60 - 90 days after contract start date
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[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. 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 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]

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 |
|-------------|--|
| I.2 | 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) ALTERNATE I (OCT 1995) |
| I.3 | 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) |
| I.4 | 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008) |
| I.5 | 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS (JUL 2010) |
| I.6 | 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010) |
| I.7 | 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) |
| I.8 | 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) |
| I.9 | 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) |
| I.10 | 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2010) ALTERNATE II (OCT 2001) |
| I.11 | 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) |
| I.12 | 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009) |
| I.13 | 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010) |
| I.14 | 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) |
| I.15 | 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007) |
| I.16 | 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT-MAJOR SYSTEMS (DEC 2007) |
| I.17 | 52.227-22 MAJOR SYSTEM-MINIMUM RIGHTS (JUN 1987) |
| I.18 | 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003) |
| I.19 | 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991) |
| I.20 | 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) |
| I.21 | 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) |
| I.22 | 52.232-25 PROMPT PAYMENT (OCT 2008) |
| I.23 | 52.202-1 DEFINITIONS (JULY 2004) |

- I.24 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- I.25 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
- I.26 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997)
- I.27 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- I.28 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
- I.29 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- I.30 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- I.31 52.227-3 PATENT INDEMNITY (APR 1984)
- I.32 52.227-13 PATENT RIGHTS -- OWNERSHIP BY THE GOVERNMENT (DEC 2007)
- I.33 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- I.34 52.232-17 INTEREST (OCT 2010)
- I.35 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.36 52.233-1 DISPUTES ALTERNATE I (DEC 1991)
- I.37 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I.38 52.242-13 BANKRUPTCY(JUL 1995)
- I.39 52.245-1 GOVERNMENT PROPERTY (AUG 2010)
- I.40 52.245-9 USE AND CHARGES (AUG 2010)
- I.41 52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)
- I.42 52.247-15 CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)
- I.43 52.247-16 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT (APR 1984)
- I.44 52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)
- I.45 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
- I.46 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) ALTERNATE I (APR 1984)
- I.47 52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)
- I.48 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- I.49 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

- (a) The Contractor shall deliver TWO unit(s) of Lot/Item MSC Units within 60 calendar days from the date of this contract to the Government at El Paso Sector Headquarters for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.
- (b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, the Contractor--
 - (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
 - (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

- (f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

I.50 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.51 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2010) ALTERNATE II (OCT 2010)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - [X] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate]
- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (8) [Reserved]
- (9) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-6.
 - (iii) Alternate II (MAR 2004) of 52.219-6.
- (10) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-7.
 - (iii) Alternate II (MAR 2004) of 52.219-7.
- (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- (12) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (OCT 2001) of 52.219-9.
 - (iii) Alternate II (OCT 2001) of 52.219-9.
 - (iv) Alternate III (JUL 2010) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (JUN 2003) of 52.219-23.
- (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
- (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (20) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

- (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy--Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (30)(i) 52.223-16, IEEE 1689 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- (32) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (33)(i) 52.225-3, Buy American Act Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - (ii) Alternate I (JAN 2004) of 52.225-3.
 - (iii) Alternate II (JAN 2004) of 52.225-3.
- (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (36) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)
- (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (40) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (41) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

- (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
 - (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq).
 - (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
 - (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
 - (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (A) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

- (C) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (D) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (E) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (F) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (G) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (H) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (I) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (J) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (K) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (L) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (M) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

I.52 52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

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

(End of clause)

I.53 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 after exercise of last option under the contract.

[End of Clause]

I.54 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 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

[End of Clause]

I.55 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

[End of Clause]

I.56 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

- (a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the

Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I.57 52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. "Domestic destination", as used in this clause, means--

- (1) A destination within the contiguous United States; or
- (2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall--

- (1) Send a prepaid notice of shipment to the consignee transportation officer--
 - (i) For all shipments of--
 - (A) Classified material, protected sensitive, and protected controlled material;
 - (B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

- (C) Radioactive materials requiring the use of a III bar label; or
- (ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);
- (2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and
- (3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a "Report of Shipment" or "REPSHIP FOR T.O."

REPSHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER
DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS
COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****
CONTRACT DLA_____ETA*****-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Bill of lading.

****If not shipped by BL, identify lading document and state whether paid by contractor.

*****Estimated time of arrival.

(End of clause)

I.58 3052.219-70 SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (JUN 2006)

- (a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of Clause)

I.59 3052.225-70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (AUG 2009)

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

- (1) Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
- (2) Component" means any item supplied to the Government as part of an end product or of another component.
- (3) End product" means supplies delivered under a line item of this contract.
- (4) Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
- (5) Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.
- (6) United States" includes the possessions of the United States.

- (b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or
 - (2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.
- (c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:
- (1) Cotton and other natural fiber products.
 - (2) Woven silk or woven silk blends.
 - (3) Spun silk yarn for cartridge cloth.
 - (4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).
 - (5) Canvas products.
 - (6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).
- (d) This clause does not apply--
- (1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;
 - (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or
 - (3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

[End of clause]

I.60 3052.245-70 GOVERNMENT PROPERTY REPORTS (AUG 2008)

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

(End of Clause)

I.61 52.243-1 CHANGES -- FIXED PRICE (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.62 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)

(a) Definitions. As used in this clause—

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

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) The Contractor warrants that for 12 months after government acceptance all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the non-availability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price—

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 45 days after discovery of the defect. The Contractor shall submit to the Contracting Officer a written recommendation within 30 days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 45 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall,

notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 45 days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 45 days thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(End of clause)

I.63 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

I.64 3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

SECTION J LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment No.	No. of Pages	Attachment Title
1		Part 1 - ICx Technical Proposal
2		Part 2 - Mobile Surveillance Capabilities Matrix (MSCM)
3		Part 3 - Mobile Surveillance Capabilities Environmental Objectives (MSCEO)
4		Part 4 - ICx Performance Work Statement (PWS)